

Materials specification for The Madras (interior and exterior):

Construction Works

Carpentry

Construction type	Timber frame and GIB
IT wall system	GIB IT walls
Ground floor ceiling height	2.4m
First floor ceiling height	2.4m
External framing	90x45mm SG8
Midfloor joists	250x45mm SG8
Joist spacing	600mm
Trimmer joist	240x90mm Glulam 17c
Trimmer	2/240x45mm lvl13
Flooring	20mm Strandfloor

Fire rating

Inter-tenancy wall construction	GBTLAB60d
External Fin wall construction	JHETJJ30
External wall construction units 12/13 (adjacent carpark)	JHETGJ30

Acoustic upgrades - Units 20-22 only

Upgrade glazing to 6/12/6.76 - bedrooms only
Upgrade GIB to external walls to 19mm fireline - units 20/21
Addition of 6mm RAB to areas clad in Espan
Upgrade GIB to external walls to 13mm standard - unit 22

Insulation

Pink Batts Wall insulation	R2.4
Pink Batts Ceiling insulation	R3.6
Pink Batts IT Wall batts	R2.2

Roofing, Fascia & Spouting

Coloursteel corrugated 0.40mm	T-Rib
Fascia and gutter	Metal
Downpipes - 80mm round (one per unit)	Metal

Window joinery		
Window joinery height		2100mm high
Window joinery - Aluminium		Included
Restrictor stays to windows		Included
Glazing		Double glazed
Exterior cladding		
James Hardie Linea oblique cladding		Included
Over 20mm vertical cavity system		Included
Plaster over integra panel cladding		Included
Over 20mm vertical cavity system		Included
Metalcraft Espan cladding		Included
Over 20mm horizontal cavity system		Included
Internal staircase		
MDF staircase square edge		Included
Exposed stringer		Included
Internal doors - per unit		
Hollow core pre-hung door 760mm		x3
Hollow core cavity slider 810mm		x1
Full height melamine laundry doors		x1
Wardrobe slider - MDF inserts 1500mm Cupboard side of MDF unpainted		x2
Door height		2100mm high
Internal trims		
60mm bevelled MDF skirting		Included
40mm bevelled MDF architraves		Included
60mm bevelled pine skirting		To bathrooms
40mm bevelled pine architraves		To bathrooms
Plastering and sanding		
Square stop		Included
Finish		Level 4
Painting		
(2 material palettes to be selected from)		
Internal walls, doors and trims		Single colour
Internal Ceilings		Single colour
External plaster cladding		Single colour
External oblique cladding		Single colour
External soffit linings		Single colour

Electrical

Internal switchboard/Meterboard	Combined
Data hub	Included
Electrical covers	PDL Iconic range
LED sealed downlights	x17
LED recessed kitchen light	x1
Track light 2m with 4x lights	x1
Double power points	x12
Single power points	x2
TV aerial points	x1
Data point double	x2
Data point single	x1
Soffit downlights	x3
Heirloom 7 bar towel warmer	x2
150mm extractors	x4
Smoke detector 10 year mini	x3
UHF TV aerial	x1
Serene 2.4kW wall mount fan heater	x2
Serene 2kW wall mount panel heater to FF	x1

Heat pump

Daikin 6.0kW high wall heat pump to GF	x1
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Plumbing materials

Kitchen

Voda Soul sink mixer	x1
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Bathroom

Voda Soul basin mixer	x1
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Voda Soul shower mixer	x1
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Voda Soul slide shower	x1
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Compac 815 wall hung vanity - colour	x1
--------------------------------------	----

32mm pop up waste	x1
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Clearlite Induro 1m 3S Flat Satin Shower	x1
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LeVivi Brooklyn back to wall suite	x1
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Caroma round Roll holder	x1
--------------------------	----

Ensuite

Voda Soul basin mixer	x1
-----------------------	----

Voda Soul shower mixer	x1
------------------------	----

Voda Soul slide shower	x1
------------------------	----

Compac 815 wall hung vanity - colour	x1
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32mm pop up waste	x1
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LeVivi Brooklyn back to wall suite	x1
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Caroma round Roll holder	x1
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General

Exterior taps	x1
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Rinnai 3kW 250L HWC	x1
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Apex valve pack	x1
Aqualine 580mm CT850 drip tray	x1
Hardware - per unit	
Schlage Grande Alba passage set	x2
Schlage Grande Alba privacy set	x1
Schlage SDC18540 wall mount doors stops	x3
Sylvan DS30 Floor Mounted Door Stop	x1
Schlage round privacy sliding cavity door set	x1
Mirrors - per unit	
815mm x 1550mm square polished edge direct fix	x2
Kitchen joinery	
Kitchen as per plans	Included
Living room joinery	
Full width lower cabinet	Included
Bedroom 1 wardrobe joinery (1600mm wide)	
Single melamine shelf	1800mm from FFL
Oval chrome rail	x1
Chrome end plates	x2
Chrome centre support	x1
Bedroom 2 wardrobe joinery (1500mm wide)	
Single metrapanel shelf	1800mm from FFL
25mm round chrome rail	x1
Chrome end plates	x2
Chrome centre support	x1
Laundry Joinery	
Double melamine doors	Full height
Appliances	
Haier Wall Oven 85L Pyro - HWO60S11TPX1	x1
Haier Induction Hobs 4 zone - HCI604TB1	x1
Haier Dishwasher - HDW13G1X	x1
F&P Rangehood Powerpack - HP60ICSX2	x1
Haier fridge freezer - HBM450SA1	x1
Haier front loader washer - HWF75AW2	x1

Or to a similar specification, all appliances subject to supplier availability.

Flooring

Nylon carpet 36oz with 9mm underlay

Dining, Living, staircase

Included

Bed 1, 2 and hall

Included

Nylon carpet 36oz supplied loose

Wardrobes

Included

Floor tiling

Kitchen and entry

Included

Laundry

Included

Bathroom

Included

Ensuite

Included

Tiled splashbacks

Kitchen splashback

Included

Full height to canopy

Landscaping

Fully landscaped as per landscape plans

Included

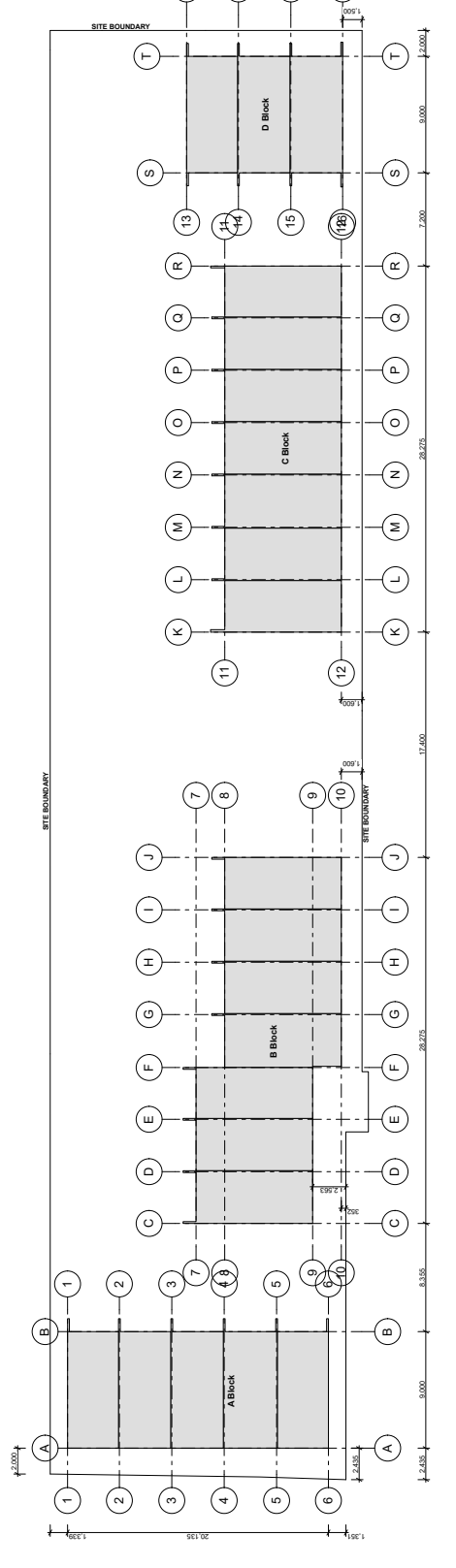
Notes:

Blinds and fixture and fittings including blinds and furnishings as per marketing materials are not supplied and are representative only.

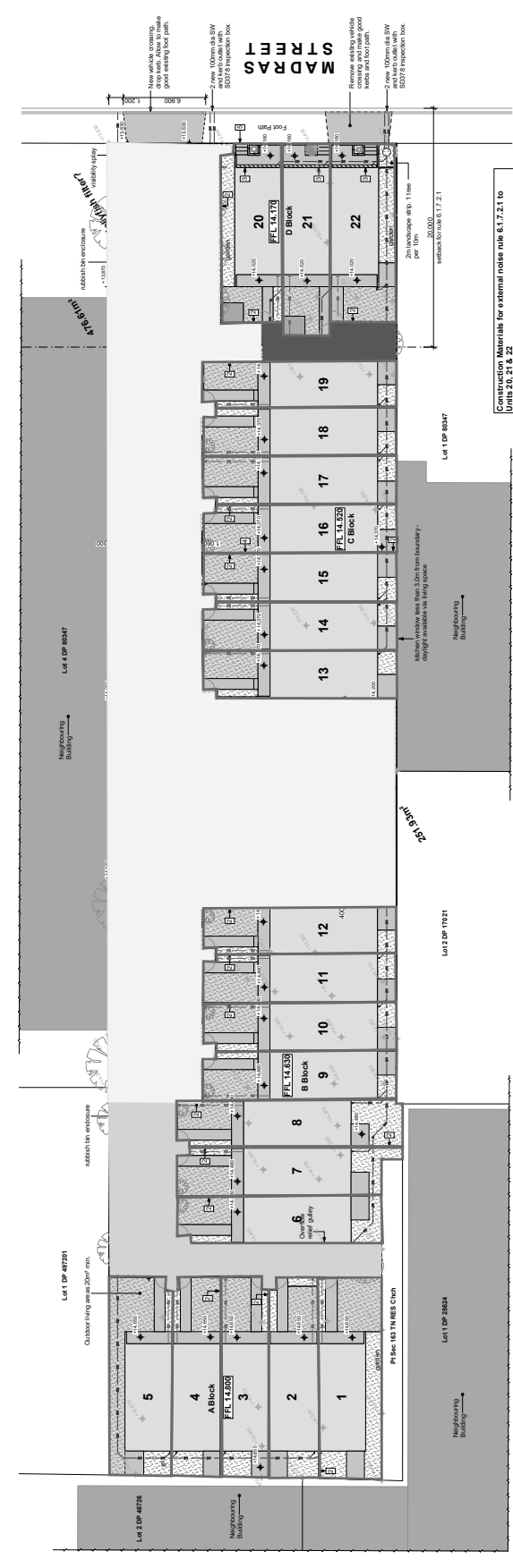
Schedule 4 - Property Plans

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
UNLESS INDICATED OTHERWISE BY THE RELEVANT
REGULATORY BODY AND IS SUBJECT TO THE PROVISIONS OF THE
OFFICIAL INFORMATION ACT.

PROJECT DATA	
NO.	DESCRIPTION
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SITE PLAN - SETOUT
SCALE: 1:200



<p>SITE INFORMATION</p> <p>Lot 1 DP 497201 361 Madras Street Block A 201m² Block B 200m² Block C 200m² Block D 200m² Site Area 2.683m² Site Coverage 33.3%</p>	<p>GENERAL LEGEND</p> <p>hatched 150 x 100mm concrete kerb. Refer to Typical Section for details chopped ETMS with points of reference for chopped BC IP 15 Series masonry block walls Selected pavers Grass areas Gravel areas Gravel areas Selected fresh to 100mm concrete slab. 300mm concrete Existing sub floor Proposed sub floor Stormwater drainage 150mm PVC @ 1:120 fall Proposed drainage 150mm PVC @ 1:120 fall Proposed drainage 150mm PVC @ 1:120 fall</p>	<p>NOTES</p> <p>Proprietary vehicle covering channel drain Selected metal and zinc fence with gates Proprietary freashold channel drain. Refer to Details Proprietary concrete kerb based on internal fence in each courtyard 2 mge high site safety fencing to be installed along road frontage during construction.</p>	<p>PLANNING SUMMARY</p> <p>2 BED UNITS 22 3 BED UNITS 4 Total 26 Council of needed use Lot 1, 1.4.5, 1.4.6, 1.4.7, 1.4.8, 1.4.9, 1.4.10, 1.4.11, 1.4.12, 1.4.13, 1.4.14, 1.4.15, 1.4.16, 1.4.17, 1.4.18, 1.4.19, 1.4.20, 1.4.21, 1.4.22, 1.4.23, 1.4.24, 1.4.25, 1.4.26, 1.4.27, 1.4.28, 1.4.29, 1.4.30, 1.4.31, 1.4.32, 1.4.33, 1.4.34, 1.4.35, 1.4.36, 1.4.37, 1.4.38, 1.4.39, 1.4.40, 1.4.41, 1.4.42, 1.4.43, 1.4.44, 1.4.45, 1.4.46, 1.4.47, 1.4.48, 1.4.49, 1.4.50, 1.4.51, 1.4.52, 1.4.53, 1.4.54, 1.4.55, 1.4.56, 1.4.57, 1.4.58, 1.4.59, 1.4.60, 1.4.61, 1.4.62, 1.4.63, 1.4.64, 1.4.65, 1.4.66, 1.4.67, 1.4.68, 1.4.69, 1.4.70, 1.4.71, 1.4.72, 1.4.73, 1.4.74, 1.4.75, 1.4.76, 1.4.77, 1.4.78, 1.4.79, 1.4.80, 1.4.81, 1.4.82, 1.4.83, 1.4.84, 1.4.85, 1.4.86, 1.4.87, 1.4.88, 1.4.89, 1.4.90, 1.4.91, 1.4.92, 1.4.93, 1.4.94, 1.4.95, 1.4.96, 1.4.97, 1.4.98, 1.4.99, 1.4.100</p>	<p>GENERAL NOTES</p> <p>Where possible, divert flowing water paths around existing trees and structures. Allow for protected existing trees to be retained. Ensure that all adopted materials are within the specified tolerances. Have extra trees planted on site to make up for any removed trees. Refer to ECOM sediment control of small sites.</p>	<p>SITE SEDIMENT CONTROL</p> <p>ENTRY (SEE POINT TO SITE) Access to site to be existing and new vehicle driveways to be constructed to the site boundary and must be sealed to the site boundary to prevent sediment from being washed into the street. BARBERS AND FENCES Fences must be constructed to the site boundary and must be sealed to the site boundary to prevent sediment from being washed into the street. WATER RUN OFF Where possible, divert flowing water paths around existing trees and structures. Allow for protected existing trees to be retained. WOOD DECK Ensure that all adopted materials are within the specified tolerances. EXTERIOR DOORS Timber frames with 100mm Pink Butts acoustic blanket Ceiling - 13mm GIB Plasterboard Floor - 20mm concrete floor with weather seal to units</p>	<p>Construction Materials for external noise rule 6.17.2.1 to Unit 20, 21 & 22</p> <p>Exterior walls Remove Construction Integral Facade Panel - 320g/m² As per note 1, 6.11.4.1 because the exterior cladding is not required. James Hardie Lines Onboard Moistboard - 19.7g/m² 13mm GIB Standard Plasterboard - 8.7g/m² As per note in external wall box - the combined mass of the external and internal linings exceeds 25g/m². 0.4mm BMY Melboret Espen-470 - Lightweight/m² over the external and internal linings exceeds 25g/m². 13mm GIB Fyrene Plasterboard - 16.5g/m² As per note in external wall box - the combined mass of the external and internal linings exceeds 25g/m². Windows Note: Window shall be new, with compression seals of window area vs. floor area (31.03m²/109.56m²) Combined First Floor area of Units 20-22 has 14.4% of window area vs. floor area (19.36m²/134.33m²) Note: Window shall be new, with compression seals with 10/12/6 double glazing. Roof Cladding - 0.55mm Melkcraft TBE long run colorated Painting - Timber frames with 100mm Pink Butts acoustic blanket Ceiling - 13mm GIB Plasterboard Exterior Doors - Timber door (min 24kg/m²) with weather seal to units 20-22.</p>
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Apartment Development

361 Madras Street
Christchurch

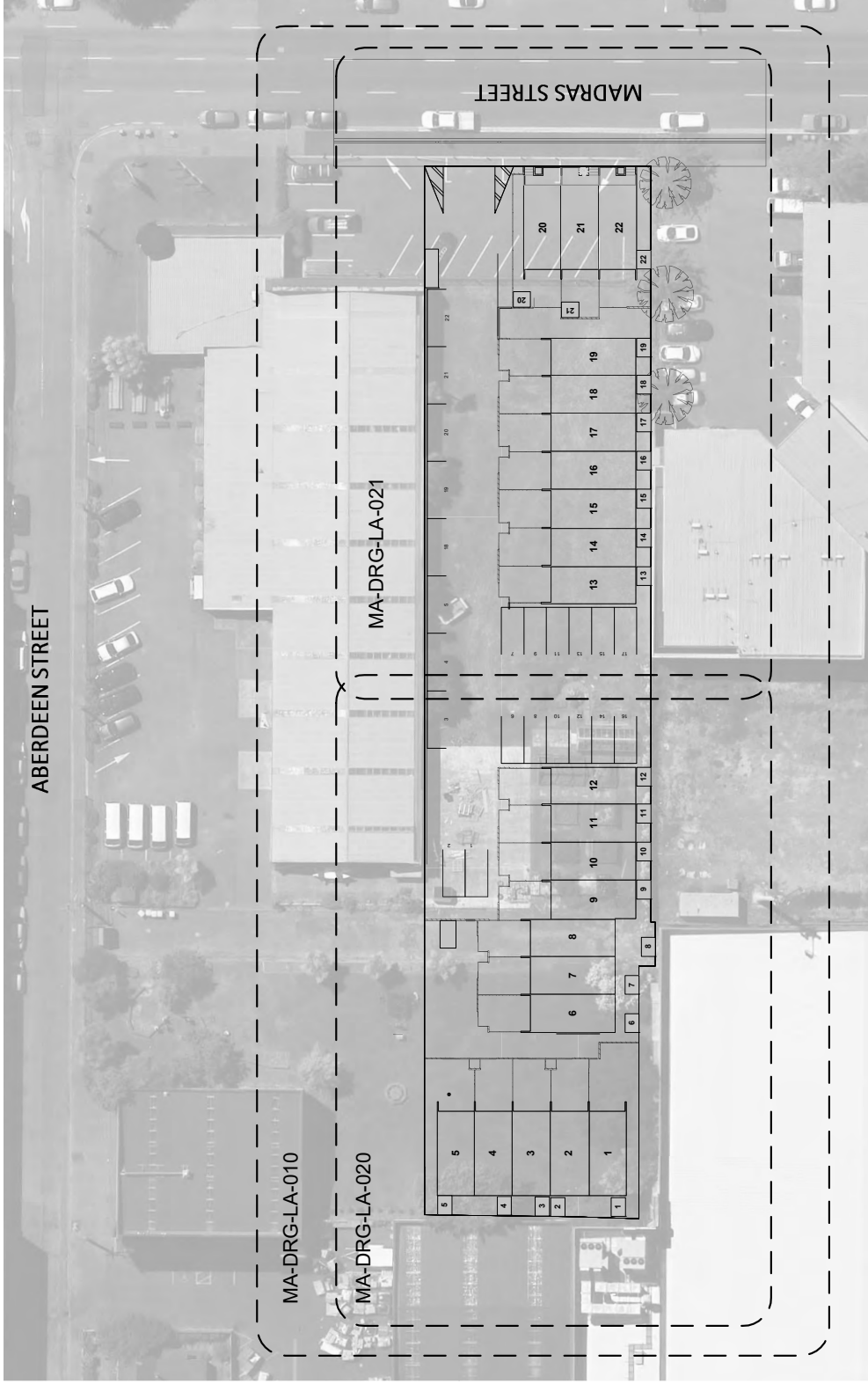
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DATE	21/10/20
JOB NO.	2017-000
DRWEN	J.L.M.
CHECKED	7.7.7
SET	CIVIL ENGINEER

APARTMENT DEVELOPMENT - 361 MADRAS ST

361 MADRAS STREET, CHRISTCHURCH

LANDSCAPE WORKS - CONCEPT DESIGN



01 361 MADRAS STREET - LAYOUT PLAN
1:500 @ A3

DOCUMENT REGISTER:

DRG NO.	DESCRIPTION
MA-DRG-LA-000	COVER SHEET & DRAWING LIST
MA-DRG-LA-010	OVERALL LANDSCAPE PLAN
MA-DRG-LA-020	PLANTING PLAN - SHEET 1
MA-DRG-LA-021	PLANTING PLAN - SHEET 2
MA-DRG-LA-030	PLANTING SCHEDULE

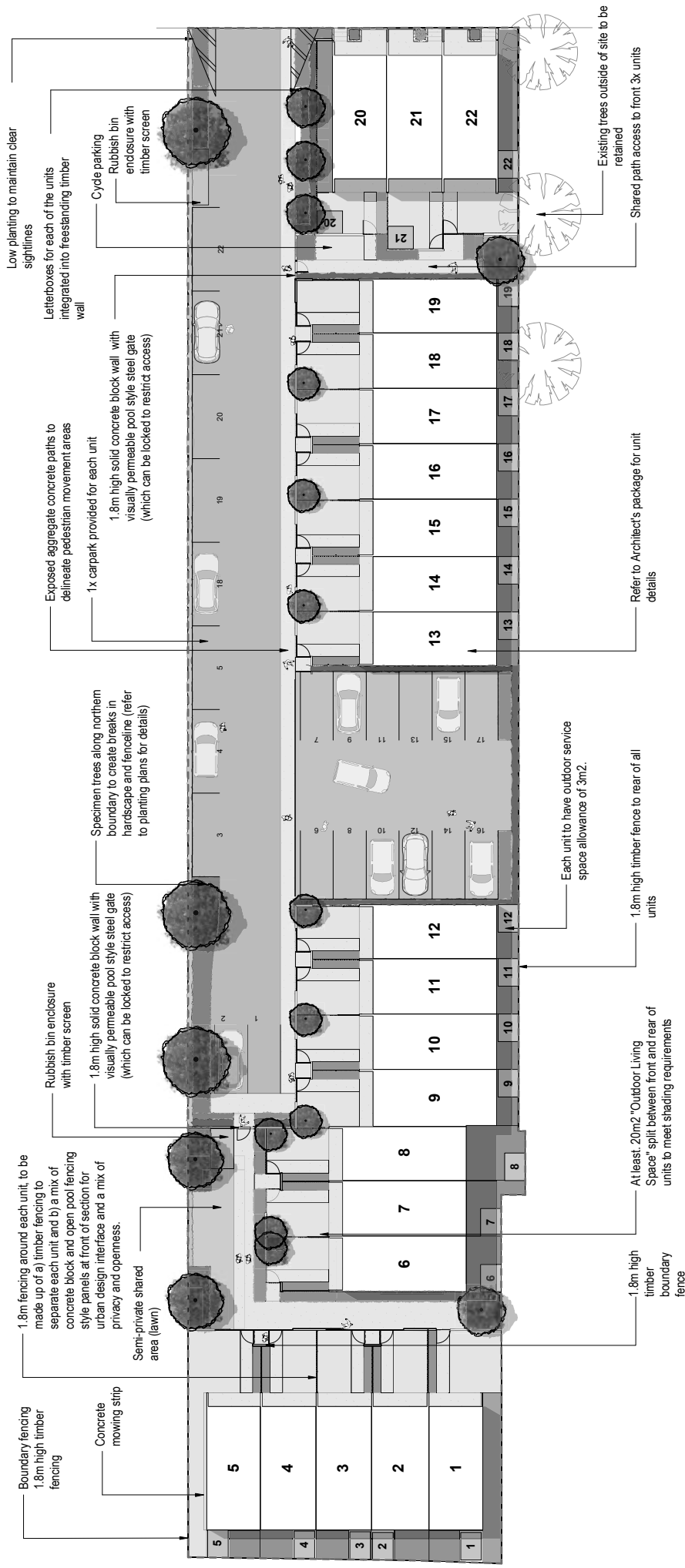
REVISIONS		DESCRIPTION
DATE	REV	ISSUED FOR COORDINATION
24.09.18	1.0	ISSUED AS FINAL
19.02.19	1.1	

PROJECT TITLE	APARTMENT DEVELOPMENT - 361 MADRAS ST 361 MADRAS STREET, CHRISTCHURCH
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DRAWING TITLE	COVER SHEET & DRAWING LIST
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SCALE	1:500 @ A3
STAGE	CONCEPT DESIGN
DATE	19.02.19
JOB NO.	WC0001
DWG NO.	MA-DRG-LA-000
REV	1.1

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REV	1.1



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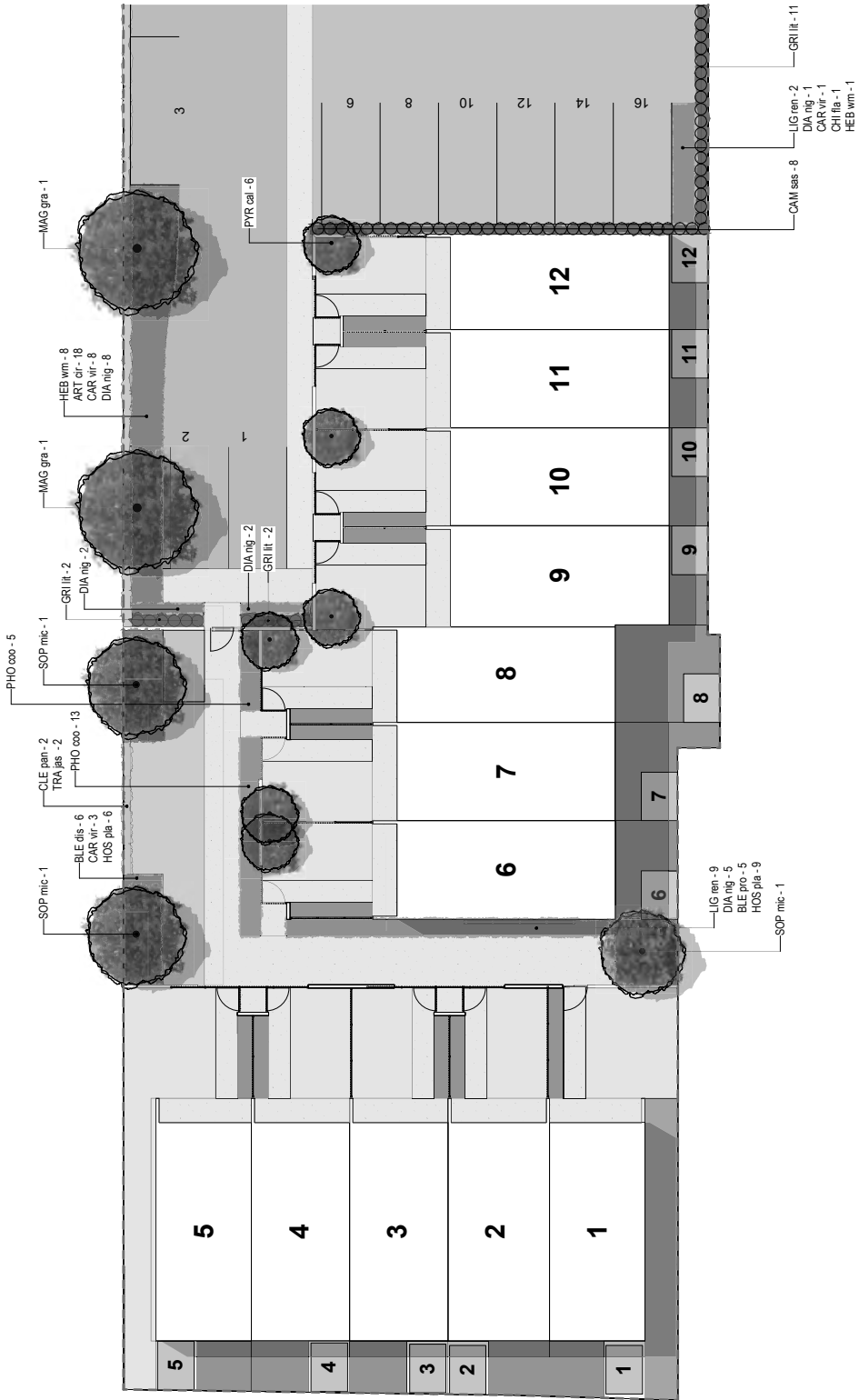
- Asphalt
- Plain concrete
- Exposed Aggregate concrete (standard mix)
- Crushed Limestone Chip (10mm)
- Property Boundary
- Outdoor Living Space for each unit
- Garden bed areas
- Bark area

PLAN NOTES:

- A. The purpose of the Landscape Plan is to outline the interface between the built form, carparking and pedestrian realm across the site including private and public spaces.
- B. The Concept Plan is based on plans provided by Architect. Refer to the Architect's plans for more information on buildings such as floor plans.
- C. Intended solely for the use of the client in accordance with the agreed scope of works.
- D. Information contained within this drawing is the sole copyright of Align Ltd and is not to be reproduced without their permission.
- E. Construction Drawings and Specification are not included as part of this stage of works.
- F. All dimensions to be verified by contractor on site prior to commencing any work.
- G. No existing trees (total of 18) on site are able to be retained. New trees (total of 19) are proposed in replacement.

REVISIONS	
DATE	DESCRIPTION
24.09.18	1.0 ISSUED FOR COORDINATION
19.02.19	1.1 ISSUED AS FINAL

SCALE	CHECKED
1:300 @ A3	AW
STAGE	DRAWN
CONCEPT DESIGN	TR
JOB NO.	DATE
WCO001	19.02.19
DWG NO.	REV
MA-DRG-LA-010	1.1



- KEY:**
- Proposed Trees
 - Proposed Shrubs and groundcovers
 - Proposed Climbers
 - Proposed Hedging
 - Property Boundary

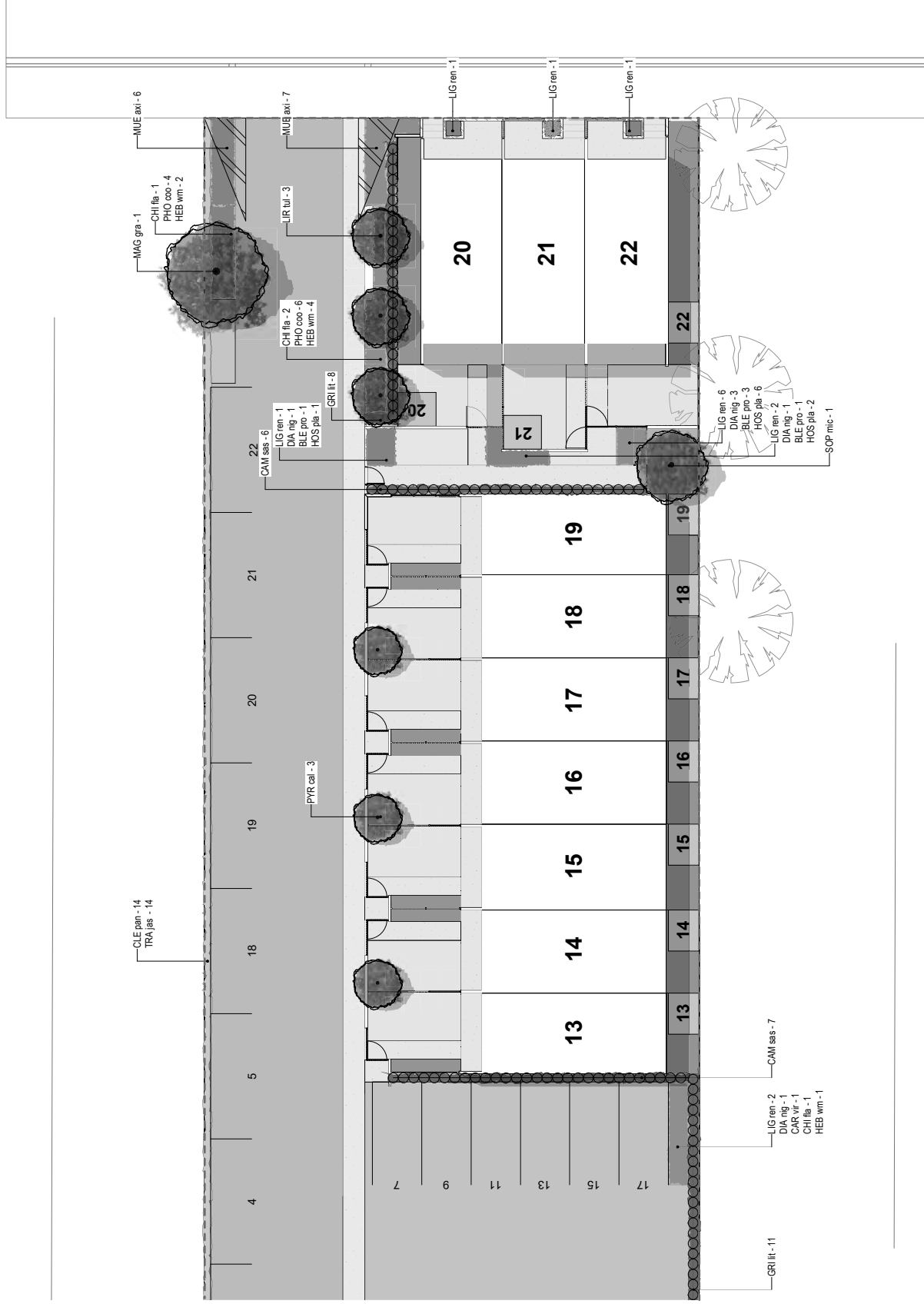
PLAN NOTES:

- 01. Proposed Shrubs and groundcovers are a mixture of native and exotic planting across the site with a maximum height of 1.5 metres. Planting shall be layered with the taller species at the back and lower towards the front.
- 02. Hedging along fencing to provide screening.
- 03. Refer to sheet MA-DRG-LA-030 for planting schedule. Plants and quantities are for both planting plans MA-DRG-LA-020 and MA-DRG-LA-021.

GENERAL NOTES:

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	<p>APARTMENT DEVELOPMENT - 361 MADRAS ST 361 MADRAS STREET, CHRISTCHURCH</p>	<p>DRAWING TITLE PLANTING PLAN - SHEET 1 SHEET 1 OF 2</p>	<p>CHECKED: AW DRAWN: TR REV: 1.1</p>	<p>SCALE: 1:200 @ A3</p>	<p>DATE: 19.02.19 DWG NO.: MA-DRG-LA-020</p>									
<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>REV</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>24.09.18</td> <td>1.0</td> <td>ISSUED FOR COORDINATION</td> </tr> <tr> <td>19.02.19</td> <td>1.1</td> <td>ISSUED AS FINAL</td> </tr> </tbody> </table>	DATE	REV	DESCRIPTION	24.09.18	1.0	ISSUED FOR COORDINATION	19.02.19	1.1	ISSUED AS FINAL					
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19.02.19	1.1	ISSUED AS FINAL												
<p>Align landscape division 100 MADRAS STREET, CHRISTCHURCH www.align.co.nz</p>	<p>Align LANDSCAPE ARCHITECTS 100 MADRAS STREET, CHRISTCHURCH</p>													



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- Proposed Shrubs and groundcovers
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REVISIONS		DESCRIPTION	
DATE	REV	ISSUED FOR COORDINATION	ISSUED AS FINAL
24.09.18	1.0		
19.02.19	1.1		

PROJECT TITLE
**APARTMENT DEVELOPMENT - 361 MADRAS ST
361 MADRAS STREET, CHRISTCHURCH**

DRAWING TITLE
**PLANTING PLAN - SHEET 2
SHEET 2 OF 2**

SCALE	1:200 @ A3
STAGE	CONCEPT DESIGN
DATE	19.02.19
JOB NO.	WCO001
DWG NO.	MA-DRG-LA-021

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CODE	BOTANICAL NAME	COMMON NAME	GRADE (PB)	MATURE SIZE (H x W)	PLANTS/M2	QUANTITY
TREES						
LIR tul	<i>Liriodendron tulipifera</i> 'Fastigiata/Vino'	Tulip Tree	PB18	8 x 3m	As Shown	3
MAG gra	<i>Magnolia grandiflora</i> 'Blanchard'	Magnolia 'Blanchard'	PB18	4 x 3m	As Shown	3
PYR cal	<i>Pyrus</i> 'Chenticieer'	Calley Pear	PB18	6 x 4m	As Shown	9
SOP mic	<i>Sophora microphylla</i>	South Island Kowhai	PB40	6 x 4m	As Shown	4

HEDGING						
CAM sas	<i>Camellia sasangua</i> 'Setsugekka'	Setsugekka Camellia	PB12	3 x 1m (maintained as hedge)	1.2	21
GRI lit	<i>Griselinia littoralis</i> 'Camberbury'	Kapuka	PB12	2 x 1m (maintained as hedge)	1.2	23

SHRUBS & GROUNDCOVERS						
ART cir	<i>Arthropodium cirratum</i>	Renga Renga	PB5	1 x 1m	1.2	18
BLE dis	<i>Blechnum discolor</i>	Crown Fern	PB3	0.75 x 0.75m	2.2	6
BLE pro	<i>Blechnum procerum</i>	Small kikioko	PB3	0.4 x 1m	1.2	10
CAR vir	<i>Carex virgata</i>	Swamp sedge	PB3	1 x 1m	1.2	13
CHI fla	<i>Chionochloa flavicans</i>	Dwarf Toe toe	PB3	1.2 x 1.5m	0.5	5
DIA nig	<i>Dianella nigra</i>	Turutu	PB3	0.5 x 1m	1.2	24
HEB wm	<i>Hebe 'Wiri Mist'</i>	Hebe	PB5	1 x 1m	1.2	16
HOS pla	<i>Hosta plantaginea</i>	Hosta	PB3	0.75 x 0.75m	2.2	22
LIG ren	<i>Ligularia reniformis</i>	Ligularia	PB3	0.75 x 0.75m	2.2	25
MUE axi	<i>Muehlenbeckia axillaris</i>	Creeping Wire Vine	PB3	0.2 x 1m	1.2	13
PHO coo	<i>Phormium cookianum</i> 'Emerald Green'	Dwarf Mountain Flax	PB3	0.8 x 0.8m	2	28

CLIMBERS						
CLE pan	<i>Clematis paniculata</i>	White clematis	PB5	3 x 3m	1.2	14
TRA jas	<i>Trachelospermum jasminoides</i>	Satr Jasmine	PB5	2 x 1m	1.2	14

Report / Decision on a Resource Consent Application

(Sections 95A, 95B and 104 / 104C)

s127 Application number: RMA/2018/2407
Applicant: The Wellington Company Ltd
Site address: 361 and 363 Madras Street
Legal description: Lots 2 and 3 DP80347, Pt Section 163 TN RES Christchurch
Zoning: Commercial Central City Mixed Use
Overlays and map notations: Central City Building Height 14m Overlay
 Category 3: Lower Noise Level Area
 Central City Outer Zone
 Flood Management Area
 Liquefaction Management Area
Activity status: Restricted discretionary activity
Description of application: Multi -unit residential development

Proposed activity

Pursuant to Section 133A of the RMA minor corrections were made to page one of this report on 17 December 2018 to alter the description of the application and refer to its correct restricted discretionary status. The issue of consent date remains unchanged, being 26 November 2018.

The applicant seeks to vary the conditions of an existing resource consent (RMA/2016/519) which was granted on a non-notified basis on 22 March 2016. However, due to extensive changes in the building configuration and design, including the introduction of a vehicular access, car parking and a traffic non-compliance, the adverse effects of this proposal are considered to be materially different from those associated with the original consent and are considered to be more appropriately dealt with as a new resource consent. A new resource consent is also considered to be tidier for the applicant should they seek future variations at a later time.

The proposal is described in section 4 of the accompanying assessment (AEE) of effects submitted with the application. In summary, it includes a two storey multi-unit residential development comprising 22 units in four blocks, each with their own car parking space and landscaping. The proposed layout is shown in [Figure One](#) below:



Figure One: Excerpt from proposed Site Plan

The proposed activity is classified as a residential activity under section 95A(6) as it “is associated with the construction, alteration, or use of 1 or more dwellinghouses on land that, under a district plan, is intended to be used solely or principally for residential purposes”.

Description of site and existing environment

The application site and surrounding environment are described in section 2 of the AEE submitted with RMA/2016/519 and referred to in the AEE for this consent. I adopt this description noting for completeness that RMA/2016/519 has not been given effect to. Refer to Figure Two for an aerial photograph of the site and surrounds.



Figure Two: Aerial photograph site and surrounds 2018

RMA/2016/519 granted in 2016 proposed to develop the site into a multi-unit residential development comprising of five three storey standalone buildings, each containing six self-contained two bedroom residential units. It required resource consent under the former City Plan for non-compliances associated with flexibility in building design for future uses, fencing and screening, minimum unit size and outdoor living space.

Activity status

Christchurch District Plan

The site is zoned Commercial Central City Mixed Use (CCMU). This zone seeks the development of vibrant areas where a diverse and compatible mix of activities can coexist in support of the Commercial Central City Business zone and other areas within the central city.

The proposal requires resource consent for a restricted discretionary activity under the following rules:

Activity status rule	Standard not met	Reason	Matters of control or discretion (if relevant)	Notification clause
7.4.2.3 RD1	7.4.3.7 Access design	Requires access to be provided in accordance with <u>Appendix 7.5.7</u> . An access width of 8 metres is required. A width of 7.8m is proposed.	Rule <u>7.4.4.10</u> - Vehicle access design	May not be publicly or limited notified
15.11.1.3 RD1	15.11.2.1 (i) (ii) and (iii) Landscape and Trees	The ground floors of the building do not extend to the road boundary therefore a landscaping strip with a minimum width of 2 metres is not provided along the full frontage of the site. In addition, two trees are required along the road frontage and none are provided	Commercial Central City Mixed Use Zone - Landscaping and trees – Rule <u>15.13.3.25</u>	May not be publicly or limited notified
15.11.1.3 RD2	15.11.2.3 Flexibility in building design for future uses	Minimum distance of 3m required between the top of the bottom floor surface and the bottom of the first floor slab A distance of 2.4m proposed	Central City - Flexibility in building design for future uses – Rule <u>15.13.3.27</u>	May not be publicly or limited notified
15.11.1.3 RD2	15.11.2.5 Screening of outdoor storage and service areas / spaces	Any outdoor storage/service areas must be located to the rear of the principal building on the site The rubbish bin enclosure at the northern boundary and storage area relating to unit 22 are not located behind buildings.	Screening of outdoor storage and service areas / spaces - Rule <u>15.13.3.22</u>	May not be publicly or limited notified

The consent holder has confirmed that any earthworks associated with this development will occur wholly within the building footprint and comply with exemption 8.9.3.a.iv in that they will be covered by an approved building consent prior to commencing any on-site works.

A minimum finished floor level certificate has been issued for building on the site, and the proposal complies with its requirements.

National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES)

The NES controls soil disturbance on land where an activity on the Hazardous Activities and Industries List (HAIL) is being carried out, has been carried out, or is more likely than not to have been carried out. The application site has been identified as HAIL land therefore the provisions of the NES apply.

The proposal requires consent under the NES as it breaches the following provisions:

- **Regulation 8(3)(c)** – the volume of soil disturbance will exceed 25m³ per 500m² (approximately 26.7m³/500m² proposed).
- **Regulation 8(3)(d)(ii)** - the volume of soil to be removed from the site will exceed 5m³ per 500m² (approximately 26.7m³/500m² proposed).

Pursuant to Regulation 9(1) the proposal is a controlled activity under the NES as a Detailed Site Investigation (DSI) of the piece of land exists, and the report on the DSI states that the soil contamination does not exceed the applicable standard in Regulation 7.

Overall activity status

Overall, the application must be assessed as a restricted discretionary activity (being the most restrictive activity status).

Written approvals

No written approvals have been provided with the application.

Effects on the environment and adversely affected persons [Sections 95A, 95B, 95E(3), 95D and 104(1)(a)]

As a restricted discretionary activity the Council's assessment of the effects of this proposal is limited to matters relating to the rules breached.

Access

Where vehicle access serves nine or more parking spaces or residential units and there is no other pedestrian and/or cycle access available to the site (as is the case for this proposal) then a minimum 1.5m wide space for pedestrians and/or cycles must be provided and the legal width of the access increased by 1.5m to accommodate this. The required legal width of the access is 6.5m as it serves more than 22 residential units. Therefore a legal access width of at least 8m is required. The proposed formed access width, excluding car parking areas and rubbish enclosures, is between 6.2m wide for the first 12 metres into the site and tapers back to 5.5m further into the site.

Mike Calvert, Transport Network Planner, has reviewed the proposed access and has advised verbally that overall the proposed access will function acceptably. The minimum internal width of 5.5m may occasionally cause a nuisance to residents on the site should there be a situation where two vehicles need to pass and a cyclist or pedestrian is using the proposed path. However, he advised that provided that the vehicles have the ability to drive up onto the pedestrian/cyclist area shown hatched on the site plan then there is the ability for two vehicles to pass safely. The applicant has confirmed that this is the case. I note that clear visibility will be retained given that the drive is straight so that it is unlikely that the arrangement would give rise to on site safety issues. Mr Calvert considered that the wider width at the entrance would allow vehicles to exit and enter the site in a manner that would not impact on the function or safety of the transport network.

For the above reasons, and having had regard to the matters of discretion in rule 7.4.4.10 Vehicle access design, I consider that any related adverse effects would be less than minor.

Outdoor storage/rubbish bin enclosure

Any outdoor storage/service areas must be located to the rear of the principal building on the site. The rubbish bin enclosure at the northern boundary and storage area relating to unit 22 are not located behind buildings. Notwithstanding this, having had regard to the relevant matters of discretion in rule 15.13.3.22 Screening of outdoor storage and service area/ spaces, any adverse effects are considered to be less than minor. The area relating to unit 22 is located in a tight space between the building and a 1.8m high timber internal boundary fence and is screened from street view by proposed 1.8m high timber fencing. In addition, the proposed rubbish enclosure is located some eight metres into the site and situated behind a 1.5 m wide landscape strip comprising a tree and planting such that it would be obscured from the street view. 1.8m high timber fencing will also screen it from the directly adjoining site and street.

Trees and landscaping

The ground floors of the building do not extend to the road boundary of the site. Therefore a landscaping strip with a minimum width of 2 metres is required along the full frontage of the site. In addition, two trees are required along the road frontage and none are provided.

I note that proposed residential units 20, 21 and 22 were brought forward toward the road boundary of the site at the request of former Council Urban Designer Ivan Eroa Santamarina, following a pre-application meeting on the proposal. The aim was to increase engagement with the street. Mr Boyd Barber, Council Urban Designer, has reviewed this application and advised that he agrees broadly with the approach noting that planting will be undertaken within 2 metres of the road boundary, along with a front porch area. He noted that the floor level requirements for the site necessitate steps into the units and therefore a setback of the ground floor areas from the road boundary. It is also not feasible to provide trees in this area given the proximity and height of the buildings, footpath and footings. Given the site constraints and benefits gained from pulling the buildings forward, I am satisfied that the proposed box planting areas, comprising Ligularia, along with Tulip Trees boarding the southern side of the driveway entrance and magnolia 'Blanchard' to the north (as outlined in further information dated 2 November 2018), will satisfactorily soften the built form and establish a strong and integrated streetscape. The transparent fencing will also allow passive surveillance from the kitchen windows onto the street. Having regard to the matters of discretion in rule 15.13.3.25 Commercial Central City Mixed Use Zone - Landscaping and trees, I consider any related effects to be less than minor.

Flexibility of building use

A minimum distance of 3m is required between the top of the bottom floor surface and the bottom of the first floor slab so as to allow flexibility in building design for future uses. A distance of 2.4m is proposed. This reduces the ability of the ground floors to be readily able to cater for a range of alternative activities. However, the reduced height will not in my opinion preclude alternative uses such as small scale businesses, offices or a home occupations, which could still establish in the space. The applicant has noted that the open plan layout of the ground floor lends itself to easy retrofitting should future demand for commercial space in the area arise and I accept this. I further add that the pulling forward of the front building towards the road boundary aids in its appeal for future commercial tenants. The applicant advised that in a constrained market with increasing construction costs the additional costs of increasing ceiling heights beyond what is intended for its proposed residential use are unreasonable. Despite my expressed preference for an increased floor to ceiling height I am satisfied that, having had regard to the matters of discretion in rule 15.13.3.27, the proposed outcome will provide an acceptable level of flexibility in building design for future uses.

Environmental Health (NES matters)

Isobel Stout, Council Environmental Health Officer, reviewed the former residential proposal. Part of the site was formerly used as a petrol station from the mid-1980s to 2000 when it closed down and tanks and equipment were removed. On the former application, Ms Stout advised the soils on site readily meet today's residential standards. The change of use and any soil disturbance on site for foundations would, she advised, be a controlled activity under Regulation 9 but in her view no particular conditions are necessary for this project as the adverse effects would be less than minor. Isobel has advised that nothing has changed from a NES perspective. I therefore accept her advice.

Summary

For the reasons discussed above and having considered the relevant matters of discretion and all expert advice provided, I do not consider anyone to be adversely affected by this proposal, nor will there be any adverse effects on the wider environment.

Notification assessment [Sections 95A and 95B]

Sections 95A and 95B set out the steps that must be followed to determine whether public notified or limited notification of an application is required.

PUBLIC NOTIFICATION TESTS – Section 95A

<i>Step 1: Mandatory notification – section 95A(3)</i>	
Has the applicant requested that the application be publicly notified?	No
Is public notification required under s95C (following a request for further information or commissioning of report)?	No
Is the application made jointly with an application to exchange reserve land?	No
<i>Step 2: If not required by Step 1, notification is precluded if any of these apply – section 95A(5)</i>	
Does a rule or NES preclude public notification for all aspects of the application?	YES
Is the application a controlled activity?	No
Is the application a restricted discretionary or discretionary activity for a subdivision?	No
Is the application a restricted discretionary or discretionary activity for residential activity?	Yes
Is the application a boundary activity (other than a controlled activity)?	No
<i>Step 3: Notification required in certain circumstances if not precluded by Step 2 – section 95A(8)</i>	
Does a rule or NES require public notification?	N/A
Will the activity have, or is it likely to have, adverse effects on the environment that are more than minor? (discussed above)	N/A
<i>Step 4: Relevant to all applications that don't already require notification – section 95A(9)</i>	
Do special circumstances exist that warrant the application being publicly notified?	No

In accordance with the provisions of section 95A, the application must not be publicly notified.

LIMITED NOTIFICATION TESTS – Section 95B

<i>Step 1: Certain affected groups/persons must be notified – sections 95B(2) and (3)</i>	
Are there any affected protected customary rights groups or customary marine title groups?	No
If the activity will be on, adjacent to, or might affect land subject to a statutory acknowledgement - is there an affected person in this regard?	No
<i>Step 2: If not required by Step 1, notification is precluded if any of the following apply – section 95B(6)</i>	
Does a rule or NES preclude limited notification for all aspects of the application?	No
Is this a land use consent application for a controlled activity?	No
<i>Step 3: Notification of other persons if not precluded by Step 2 – sections 95B(7) and (8)</i>	
Are there any affected persons under s95E, i.e. persons on whom the effects are minor or more than minor, and who have not given written approval? (discussed above).	No
<i>Step 4: Relevant to all applications – section 95B(10)</i>	
Do special circumstances exist that warrant notification to any other persons not identified above?	No

In accordance with the provisions of section 95B, the application must not be limited notified.

Relevant objectives, policies, rules and other provisions of the Plan [Section 104(1)(b)(vi)]

Regard must be had to the relevant objectives and policies in the Christchurch District Plan. In my opinion, the application is consistent with these. Although purely residential in nature, the proposal will contribute to a diverse mix of activities across the Central City Mixed Use Zone so as to enhance and revitalise the area. It also supports inner city residential intensification which is sought under policies 15.2.7.1 Diversity of activities, and 15.2.8.3 Residential development. The proposal is considered to provide a standard of built form and amenity that will contribute positively to the amenity values of the area, people's health and safety, quality and enjoyment of environment. An acceptable level of design and amenity is proposed. Whilst the applicant was encouraged to increase the floor to ceiling height the proposed outcome is considered to be acceptable in terms of flexibility of future building use for commercial activities. Any adverse effects on traffic and pedestrian safety and the efficiency and function of the road network are considered to be less than minor.

Recovery Plans and Regeneration Plans

Section 60(2) of the Greater Christchurch Regeneration Act 2016 requires that decisions and recommendation on resource consent applications are not inconsistent with Recovery Plans and Regeneration Plans. For restricted discretionary activities, Section 60(5) states that such plans are a matter over which discretion is restricted and that section 87A(3) of the RMA applies accordingly.

The Christchurch Central Recovery Plan is of relevance to the application as it provides the blueprint for development within the four avenues. The new District Plan provisions align with the intentions of the recovery plan for the site. Therefore, the proposal is considered to be consistent with the plan.

Relevant provisions of a National Environmental Standard, National Policy Statement, Regional Plan, Regional Policy Statement or Coastal Policy Statement [Section 104(1)(b)]

The National Environmental Standard for managing contaminants in soil to protect human health is relevant to this application and is discussed above.

The District Plan gives effect to the higher order instruments referred to in s104(1)(b), including the Regional Policy Statement and Regional Plans. As such, I have not addressed them specifically in this report.

The proposal is considered to be broadly in keeping with the National Policy Statement on Urban Development (NPS-UDC) as it provides an increased range of dwelling types and locations where there is an identified need.

Part 2 of the Resource Management Act and any other relevant matters [Section 104(1) and 104(1)(c)]

Taking guidance from recent case law¹, the District Plan is considered to be the mechanism by which Part 2 is given effect to in the Christchurch District. The Plan has recently been reviewed, and was competently prepared through an independent hearing and decision-making process in a manner that appropriately reflects the provisions of sections 5-8 of the Act. Accordingly no further assessment against Part 2 is considered necessary.

No other relevant matters under s104(1)(c) are identified.

Section 104(3)(d) notification consideration

Section 104(3)(d) states that consent must not be granted if an application should have been notified and was not. No matters have arisen in the assessment of this application which would indicate that the application ought to have been notified.

¹ R J Davidson Family Trust v Marlborough District Council [2018] NZCA 316

Recommendations

That, for the above reasons:

- A. The application be processed on a **non-notified** basis in accordance with Sections 95A - 95F of the Resource Management Act 1991.
- B. The application **be granted** pursuant to Sections 104, 104C, 108 and 108AA of the Resource Management Act 1991, subject to the following conditions:
 1. The development shall proceed in accordance with the information and plans submitted with the application, including the further information and amended plans submitted on 2 and 15 November 2018. The Approved Consent Documentation has been entered into Council records as RMA/2018/2407 (56 pages) with the approved plans labelled RMA/2018/2407 pages 33-37, 48 – 50 and 55.
 2. The proposed landscaping shall be established in accordance with the Landscape Plans labelled RMA/2018/2407 Pages 33 to 37 of the Approved Consent Document.
 3. The proposed landscaping shall be established on site within the first planting season (extending from 1 April to 30 September) following the final, passed building inspection.
 4. The proposed trees [Magnolia 'Blanchard', Tulip Tree, Pyrus Chanticleer and South "Island Kowhai], as shown on the Landscape Plans RMA/2018/2407 Pages 33 to 37 of the Approved Consent Document, must be at least 20 - 45L grade at the time of planting and once established must be maintained at a height of at least 3m thereafter.
 5. All landscaping required for this consent shall be maintained. Any dead, diseased, or damaged landscaping shall be replaced by the consent holder within the following planting season (extending from 1 April to 30 September) with trees/shrubs of similar species to the existing landscaping and capable of achieving a minimum height.
 6. Prior to occupation of the site 1.8m high timber fencing shall be established directly to the east of the outdoor storage area of unit 22 to screen this area from the street.

Advice Notes:

- The consent holder has confirmed that any earthworks associated with this development will occur wholly within the building footprint and comply with exemption 8.9.3.a.iv in that they will be covered by an approved building consent prior to commencing any on-site works.
- The Council will require payment of its administrative charges in relation to monitoring of conditions, as authorised by the provisions of section 36 of the Resource Management Act 1991. The current monitoring charges are:
 - (i) A monitoring fee of \$218.80 to cover the cost of setting up a monitoring programme and carrying out one inspection to ensure compliance with the conditions of this consent; and
 - (ii) Time charged at an hourly rate if more than one inspection, s), are required.

The monitoring programme administration fee and initial inspection fee will be charged to the applicant with the consent processing costs. Any additional monitoring time will be invoiced to the consent holder when the monitoring is carried out, at the hourly rate specified in the applicable Annual Plan Schedule of Fees and Charges.

- This resource consent has been processed under the Resource Management Act 1991 and relates to planning matters only. You will also need to comply with the requirements of the Building Act 2004. Please contact a Building Consent Officer (phone 941 8999) for advice on the building consent process.

- This site is an archaeological site as defined and protected under the provisions of the Heritage New Zealand Pouhere Taonga Act 2014. Archaeological sites are defined in the HNZPTA as any place in New Zealand where there is physical evidence of pre-1900 occupation, regardless whether the site is known or not, recorded in the NZAA Site Recording Scheme or not, or listed with Heritage New Zealand or the local council. Authority from Heritage New Zealand is required for any work that affects or may affect an archaeological site. **Please contact the Heritage New Zealand regional archaeologist on 03 363 1880 or archaeologistcw@heritage.org.nz before commencing work on the land.**

Development Contribution Assessment

- The Development Contribution has been estimated as follows:

DEVELOPMENT CONTRIBUTIONS SUMMARY				PIM or Building Consent Ref:		RMA/2018/2407				
Customer Name		The Wellington Company Limited		ASSESSMENT						
Project Address		361 Madras Street								
Assessment Date		9/10/2018								
Assessment Summary										
				HUE Credits						
				Current	Assessed	Discounts	Assessed HUE After Discount	Change	DC Rate (incl GST)	DC Charge (incl GST)
Location:				HUE	HUE	C	HUE	HUE	G	F= E x G
Avon Loop				A	B		D	E		
Activity	Catchment									
Network Infrastructure										
Water supply	District-wide			1.00	20.90	0%	20.90	19.90	\$2,395.45	\$47,674.72
Wastewater collection	District-wide			1.00	20.90	0%	20.90	19.90	\$6,349.15	\$126,362.05
Wastewater treatment and disposal	District-wide			1.00	20.90	0%	20.90	19.90	\$2,904.90	\$57,813.90
Stormwater & flood protection	Avon			1.00	4.59	0%	4.59	3.59	\$798.10	\$2,863.44
Road network	Central City			1.00	20.90	0%	20.90	19.90	\$907.35	\$18,058.26
Active travel	District-wide			1.00	20.90	0%	20.90	19.90	\$425.50	\$8,468.39
Public transport	District-wide			1.00	20.90	0%	20.90	19.90	\$717.60	\$14,281.82
Total Community and Network Infrastructure										\$275,522.58
Reserves										
Regional parks	District-wide									\$53,648.37
Garden and heritage parks	District-wide									\$3,204.25
Sports parks	District-wide									\$50,352.57
Neighbourhood parks	Central City									\$35,338.35
									15.00%	\$54,530.36
Total Development Contribution										\$418,066.12

Please contact Anne Babbage for any development contribution queries. DDI: 941 5477.

Reported and recommended by: Erina Metcalf, Senior Planner
2018

Date: 23 November

Decision

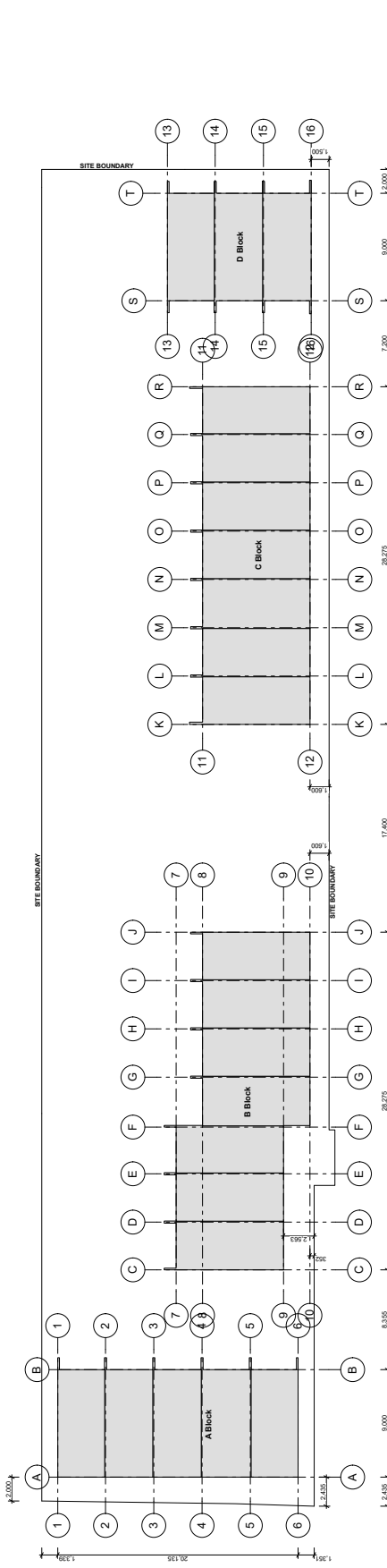
That the above recommendations be adopted for the reasons outlined in the report.

Delegated officer:

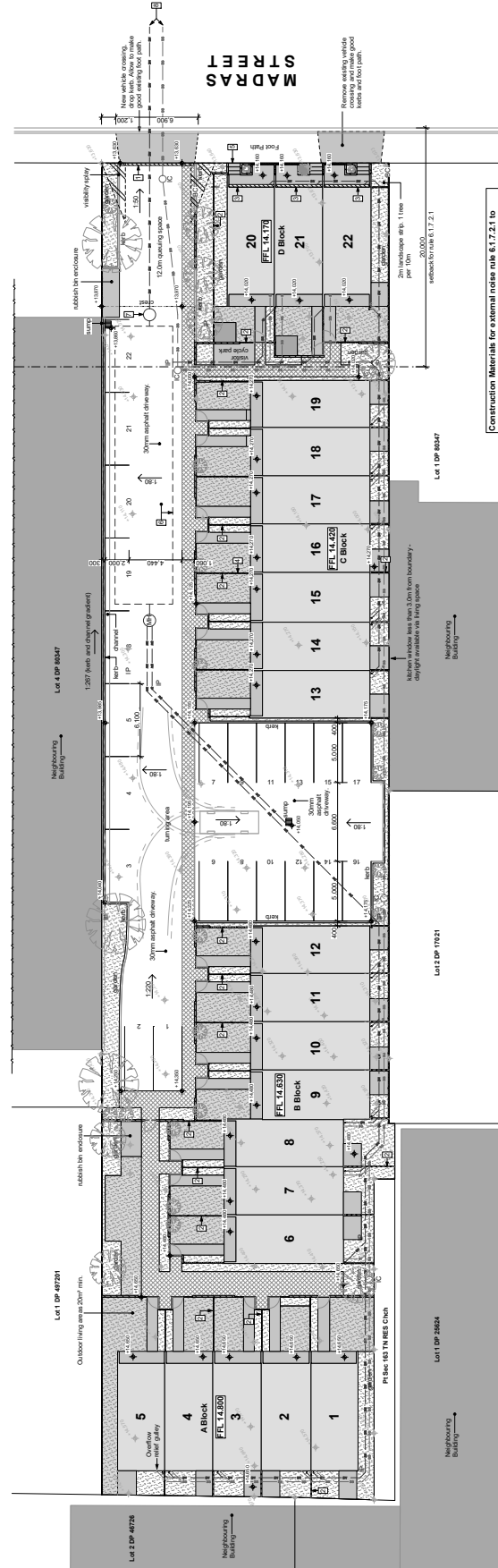


Ruth Markham-Short
Team Leader Planning
17/12/2018 12:32 p.m.

DATE	DESCRIPTION



SITE PLAN - SETOUT
SCALE: 1:500



SITE PLAN
SCALE: 1:500

SITE INFORMATION
Lot 1 DP 497201
361 Madras Street
Block A
Block B
Block C
Block D
Block E
Site Area
Site Coverage
Site Capacity

PLANNING SUMMARY
2 BED UNITS - 22
3 BED UNITS - 22
Total Units: 44
As indicated with floor construction space provided (split in 2 sections)
Min 20m² outdoor living provided per unit
1 Carport space provided per unit

GENERAL LEGEND
hatched - 150 x 100mm concrete kerb
hatched - 300 x 300mm concrete kerb
hatched - 100mm concrete kerb
hatched - 150mm concrete kerb
hatched - 200mm concrete kerb
hatched - 250mm concrete kerb
hatched - 300mm concrete kerb
hatched - 350mm concrete kerb
hatched - 400mm concrete kerb
hatched - 450mm concrete kerb
hatched - 500mm concrete kerb
hatched - 550mm concrete kerb
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hatched - 700mm concrete kerb
hatched - 750mm concrete kerb
hatched - 800mm concrete kerb
hatched - 850mm concrete kerb
hatched - 900mm concrete kerb
hatched - 950mm concrete kerb
hatched - 1000mm concrete kerb

NOTES
1. Proprietary vehicle covering channel detail.
2. Selected metal and timber fencing with gates.
3. Proprietary freshwater channel detail.
4. Details.
5. Proprietary freshwater channel detail.
6. Details.
7. 2 mpa high rate safety fence to be based on terrain from boundary lines and not on the site boundary.
8. Stormwater drainage to be based on the site boundary lines and not on the site boundary.
9. Stormwater drainage to be based on the site boundary lines and not on the site boundary.
10. Stormwater drainage to be based on the site boundary lines and not on the site boundary.
11. Stormwater drainage to be based on the site boundary lines and not on the site boundary.
12. Stormwater drainage to be based on the site boundary lines and not on the site boundary.
13. Stormwater drainage to be based on the site boundary lines and not on the site boundary.
14. Stormwater drainage to be based on the site boundary lines and not on the site boundary.
15. Stormwater drainage to be based on the site boundary lines and not on the site boundary.

CONSTRUCTION MATERIALS FOR EXTERNAL NOISE RISK 6.17.2.1 TO UNITS 20, 21 & 22

- 1. External walls - Reinforced Concrete Integral Facade Panel - 320mm. As per note 1, 6.11.4.1 because the exterior cladding is required.
- 2. External walls - 130mm GIB Standard Plasterboard - 8.7kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 3. External walls - James Hardie Lines Onboard (Minimum - 19.7kg/m²). As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 4. External walls - 0.4mm BMT Melborett Espen-470 - Lineworking/m² over 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 5. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
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- 22. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².

SITE SEDIMENT CONTROL
1. EROSION CONTROL MATS - 200gsm. To be installed on all areas of exposed earth.
2. EROSION CONTROL MATS - 200gsm. To be installed on all areas of exposed earth.
3. EROSION CONTROL MATS - 200gsm. To be installed on all areas of exposed earth.
4. EROSION CONTROL MATS - 200gsm. To be installed on all areas of exposed earth.
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- 10. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 11. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 12. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 13. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 14. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 15. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 16. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 17. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 18. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 19. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 20. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 21. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².
- 22. Windows - 130mm GIB Fyrene Plasterboard - 16.5kg/m². As per note in external wall box - the combined mass of the external and internal linings exceeds 25kg/m².

Apartment Development
361 Madras Street
Christchurch

SCALES INDICATED (FOUNT) SHEET

DATE	20/02/2010
JOB No.	2017-0000
DRWN	J.L.M.
CHECKED	J.L.M.
SET	S.A.P AGREEMENT

DATE	DESCRIPTION	BY
17/02/2010	ISSUED FOR PERMIT	PAUL WATSON
17/02/2010	ISSUED FOR PERMIT	PAUL WATSON
17/02/2010	ISSUED FOR PERMIT	PAUL WATSON

GENERAL LEGEND

- H1.2, 90 x 45 mm GSB fire framed wall, studs @ 600mm on 40mm x 40mm studs, 12mm GIB board above to fire wall and below to base.
- H1.2, 90 x 45 mm GSB fire framed wall, studs @ 600mm on 40mm x 40mm studs, 12mm GIB board above to fire wall and below to base.
- H1.2, 90 x 45 mm GSB fire framed wall, studs @ 600mm on 40mm x 40mm studs, 12mm GIB board above to fire wall and below to base.
- H1.2, 90 x 45 mm GSB fire framed wall, studs @ 600mm on 40mm x 40mm studs, 12mm GIB board above to fire wall and below to base.
- H1.2, 90 x 45 mm GSB fire framed wall, studs @ 600mm on 40mm x 40mm studs, 12mm GIB board above to fire wall and below to base.

- EP 100mm thick Concrete down pipe
- WP 100mm thick Concrete down pipe
- DT 100mm thick Concrete down pipe
- # Sink inset with 100mm dia. waste.
- fr Chest applied refrigerator
- dw Chest applied dishwasher
- ih Selected overhead down cook top. Allow to run through bulkhead to exterior wall.
- od Selected induction cook top.
- ov Selected electric under bench oven.
- 100mm thick concrete down pipes
- Indicates double glazed, powder coated aluminium windows and doors for further details. Manufacturer to confirm rough opening sizes on site.
- Indicates double glazed, powder coated aluminium windows and doors for further details. Manufacturer to confirm rough opening sizes on site.

FIRE PROTECTION LEGEND

- Indicates 100/100/100 FRF fire rated wall.
- Indicates 100/100/100 FRF fire rated wall.
- Indicates 100/100/100 FRF fire rated wall.
- Indicates 100/100/100 FRF fire rated wall.
- Indicates 100/100/100 FRF fire rated wall.

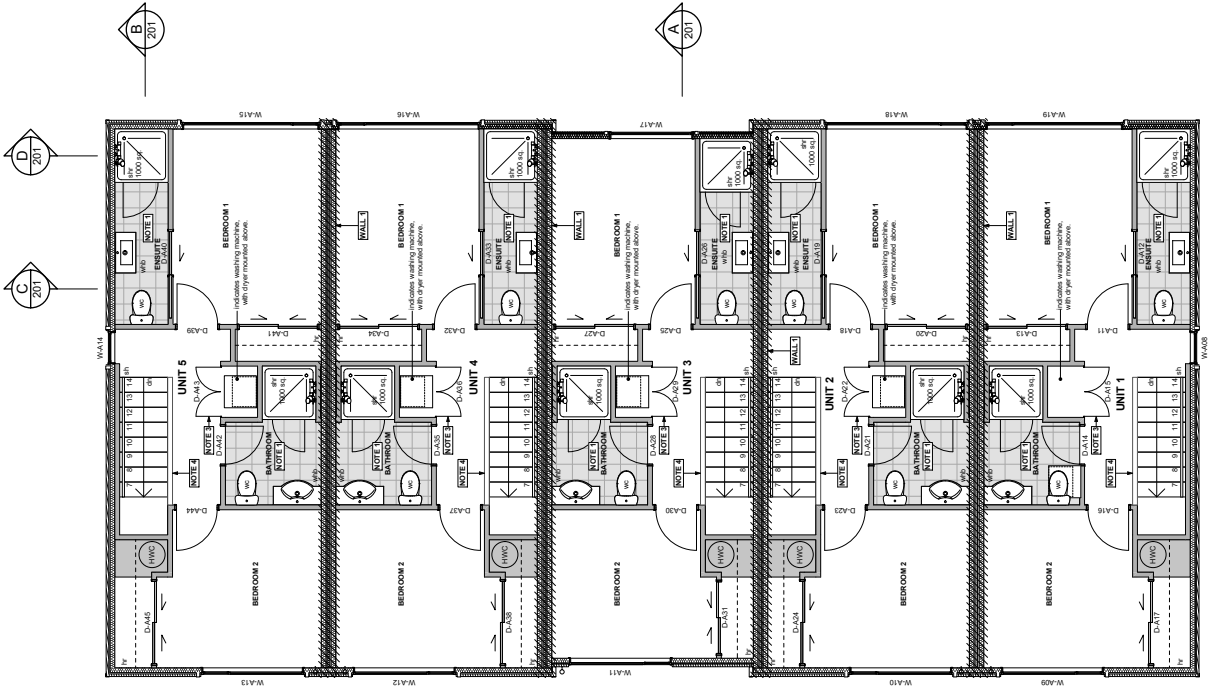
- Indicates 300/300 FRF fire rated wall.
- Indicates 300/300 FRF fire rated wall.
- Indicates 300/300 FRF fire rated wall.
- Indicates 300/300 FRF fire rated wall.
- Indicates 300/300 FRF fire rated wall.

GENERAL NOTES

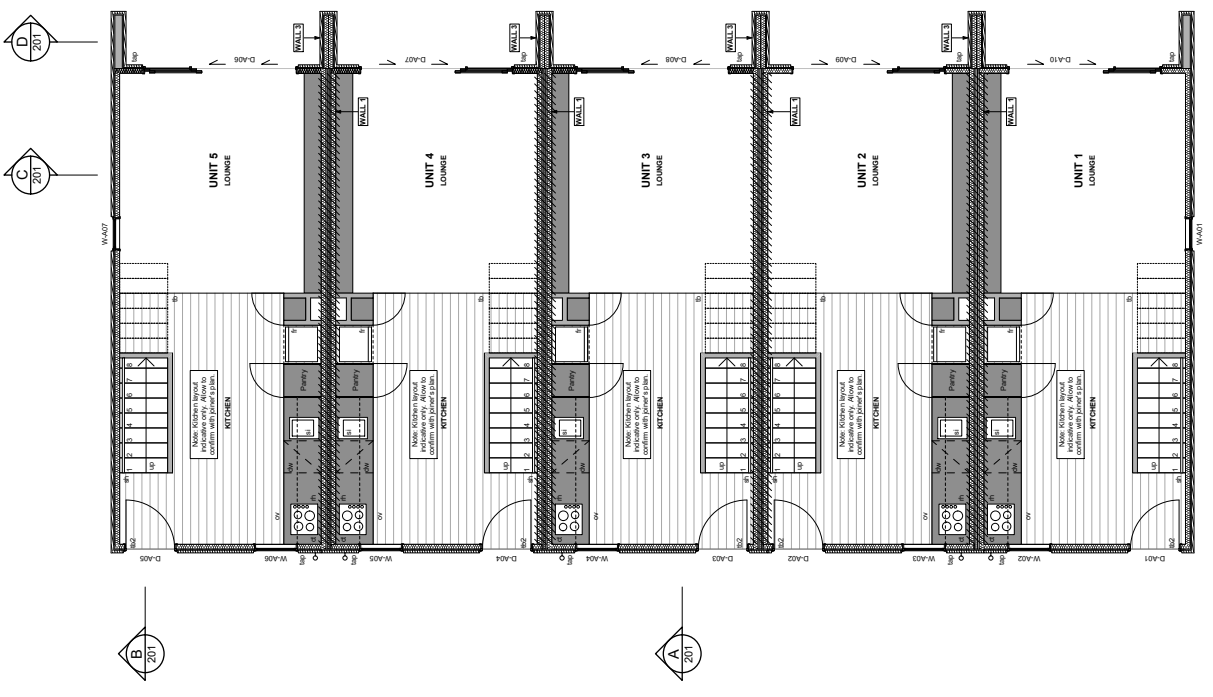
- All work shall comply with the Building Act 2004.
- All work shall comply with the Building Act 2004.
- All work shall comply with the Building Act 2004.
- All work shall comply with the Building Act 2004.
- All work shall comply with the Building Act 2004.

FLOOR FINISHES LEGEND

- Selected carpet.
- Selected Ceramic Floor Tile.
- Selected Plank Vinyl.
- Threshold bar at alternative flooring junctions.
- Entry threshold bar (Refer to Details and Door and Window Schedule).



BLOCK A - FIRST FLOOR PLAN
SCALE 1:50



BLOCK A - GROUND FLOOR PLAN
SCALE 1:50

NO.	DATE	REVISION

GENERAL DRAINAGE NOTES

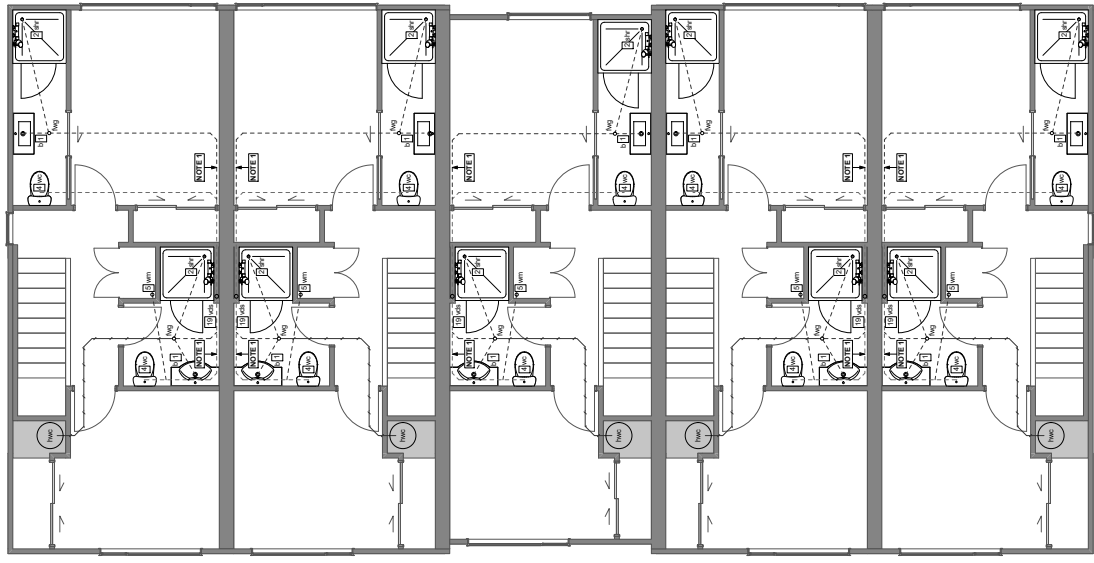
All work shall comply with NZS3542:2008 and amendments.
 This system is indicative only. The installation shall be in accordance with the manufacturer's requirements or AS/NZS 3500.
 Waste pipes discharging directly to a drain must be installed with a minimum fall of 60mm over a maximum length of 60mm dia.
 All service pipe slab penetration to be installed in accordance with the manufacturer's instructions for movement.

DRAINAGE LEGEND

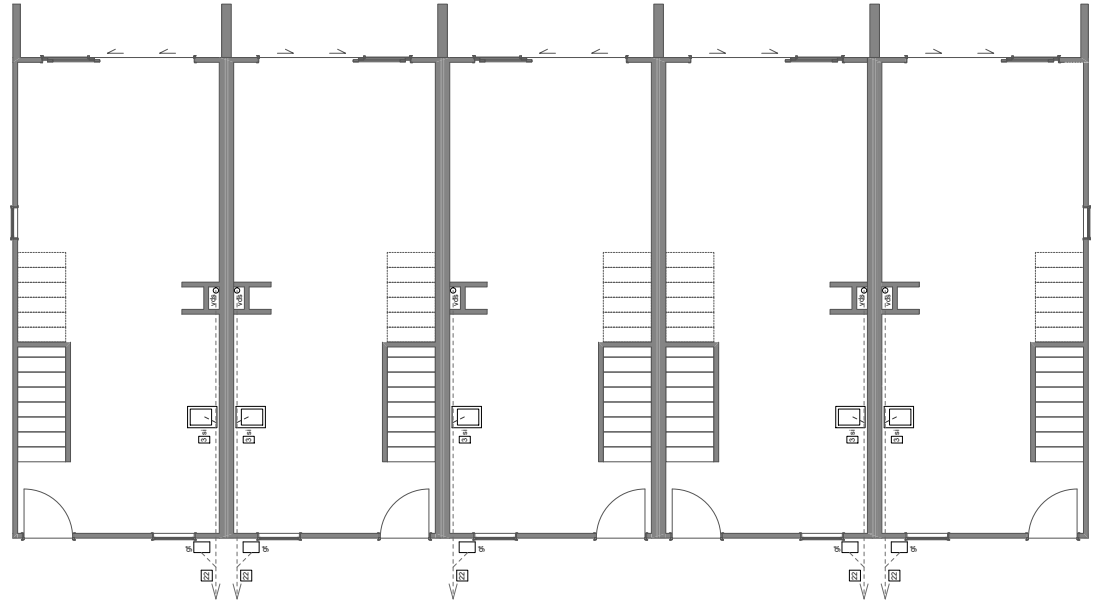
- 1. beam 320x120
- 2. air above 400x140
- 3. air below 1000x150
- 4. sink 500x140. Combined kitchen sink, waste disposal & dishwasher.
- 5. washing machine tapset (Hose 400x140)
- 6. discharge units added along in high
- 7. gully trap
- 8. overflow related gully at head of drain
- 9. inspection point
- 10. floor waste gully 600x100
- 11. vertical discharge stack, 100mm dia up to first floor, 60mm vent to roof above.
- 12. PVC filter cover for air discharge to floor
- 13. air discharge to floor
- 14. Design level shown. Confirm existing levels prior to laying drains.
- 15. Change level from 100mm F.F.C.

NOTES

NOTE 1 Waste pipe to run within ceiling bulkhead below floor.
 No connection to be within 0.5m horizontal distance from the location of the stack.
 NOTE 2
 NOTE 3



BLOCK A - FIRST FLOOR PLUMBING PLAN
SCALE 1:50



BLOCK A - GROUND FLOOR PLUMBING PLAN
SCALE 1:50

SCALES INDICATED FOR A1 SHEET	
DATE	20/02/2010
JOB NO.	2017 - 0000
DRWN	J.L.M.
CHECKED	7.7.7
SET	S.A.P. AGREEMENT

NO	DATE	ISSUES	TOTAL

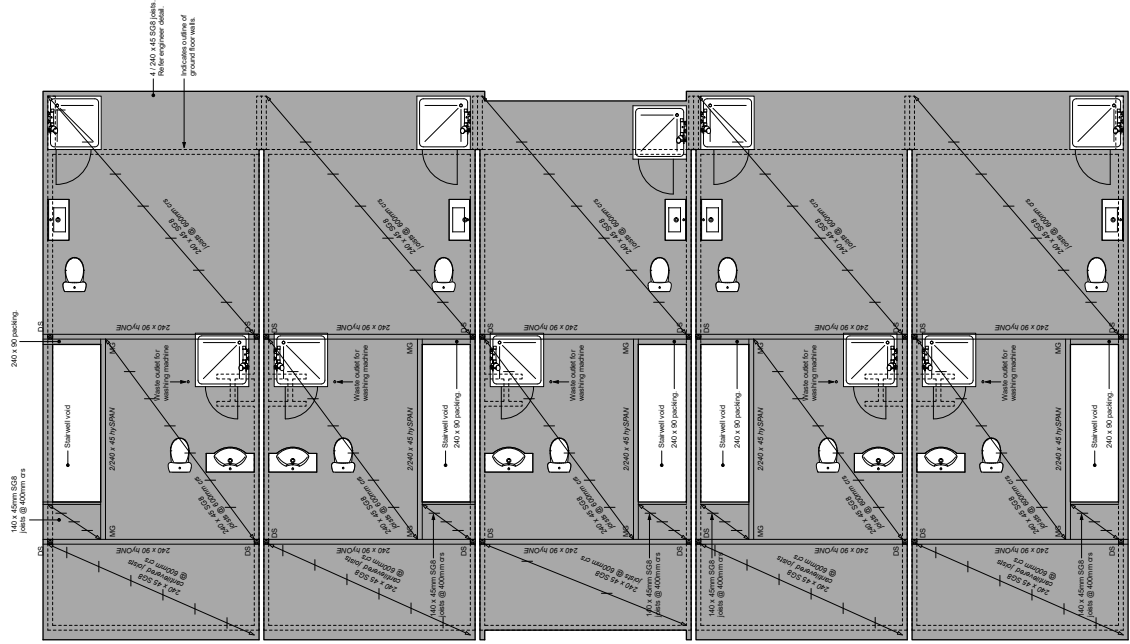
Apartment Development
361 Madras Street
Christchurch

SCALES INDICATED FOR A1 SHEET

DATE	20/02/2010
JOB NO.	2017-0000
DRWN	J.L.M.
CHECKED	7.7.7
SET	S.A.P. AGREEMENT

GENERAL LEGEND

- DS Double studs under beam supports.
- MS 2x Multiple Lumber/ki.



BLOCK A - FIRST FLOOR FRAMING PLAN
SCALE 1:50

PROFESSIONAL CERTIFICATE FOR THE DESIGN OF BUILDINGS
THE BUILDING DESIGN CERTIFICATION BOARD (BDCB) IS A REGISTERED PROFESSIONAL BODY FOR THE DESIGN OF BUILDINGS
REGISTERED PROFESSIONAL DESIGNER
REGISTERED PROFESSIONAL ENGINEER

PROJECT NAME	DATE

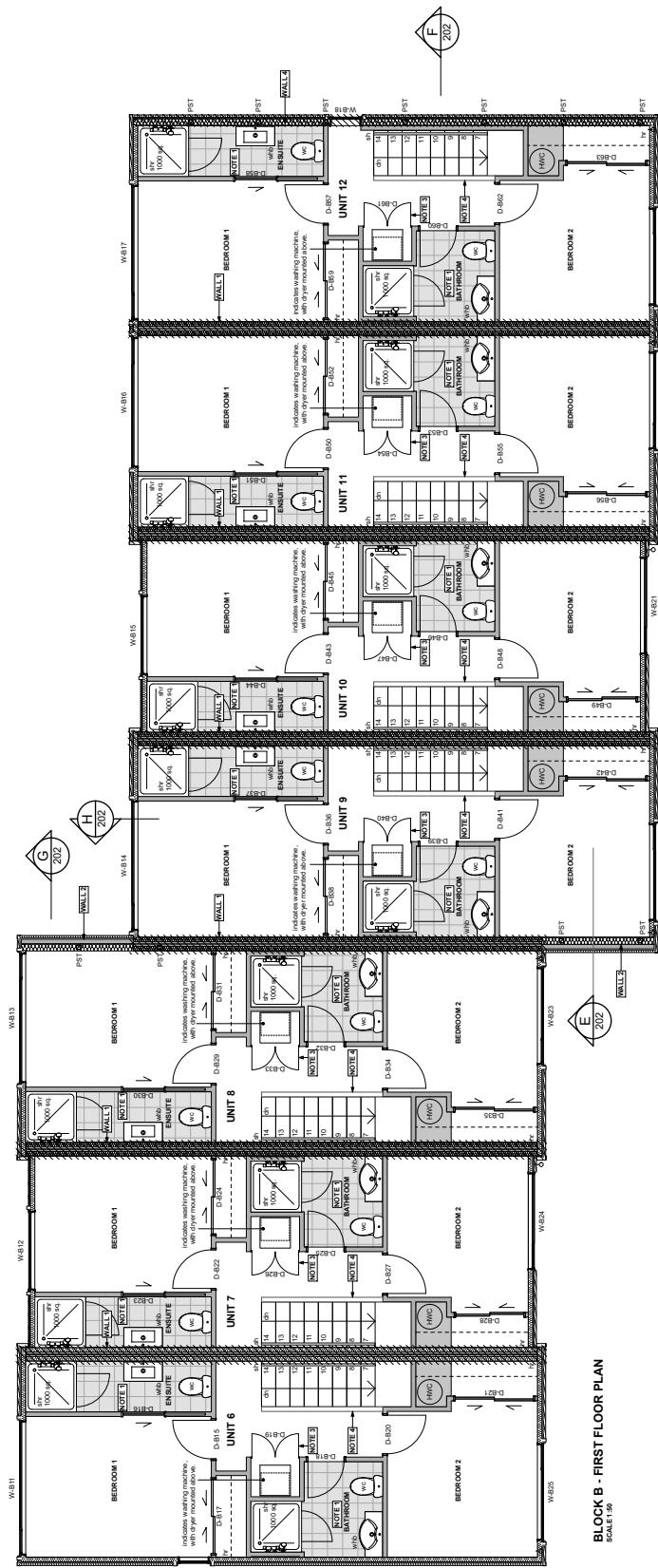
- GENERAL LEGEND**
- H 1.2, 90 x 40 mm GCL brace framed wall studs at 600mm on center at top. Blots to floors and details for 1st floor finish. Insulate with PIR to wall batts.
 - H 1.2, 90 x 40 mm GCL brace framed at 600mm at Line Framing with 10mm GCL at 600mm. Insulate with PIR to wall batts and details for ceiling finish.
 - 100mm dia. Cast in situ downpipe.
 - Indicates double glazed, powdercoated further details. Manufacturer to confirm rough opening sizes on site.
 - Indicates double glazed, powdercoated further details. Manufacturer to confirm rough opening sizes on site. Refer to above for any detail for further information.
 - Sink tray with drain da waste.
 - Client supplied refrigerator.
 - Client supplied dishwasher.
 - Selected roughout above cook top.
 - Allow to sit through bulkhead for exterior wall.
 - Selected induction cooktop.
 - Selected electric under bench oven.
 - 100mm dia. Cast in situ downpipe.
 - Indicates double glazed, powdercoated further details. Manufacturer to confirm rough opening sizes on site. Refer to above for any detail for further information.
 - Selected door panel with 100mm dia. downpipe.
 - Selected wall batten and vanity with 40mm dia waste.
 - Selected acrylic shower complete with base wall fixing and glass door form da waste.
 - Exterior home top.
 - Hanging rail and selected shelving to wardrobe.
 - Slab includes floor to ceiling.
 - Slab includes floor to ceiling. Refer to Engineering drawings.

- FIRE PROTECTION LEGEND**
- Indicates 100/0/00 FRAS fire rated wall, 90 x 45mm stud timber framing with 50mm GCL at 600mm. Insulate with PIR to wall batts. Refer to above for any detail for further information.
 - Indicates 100/0/00 FRAS fire rated wall, 90 x 45mm stud timber framing with 50mm GCL at 600mm. Insulate with PIR to wall batts. Refer to above for any detail for further information.
 - Indicates 100/0/00 FRAS fire rated wall, 90 x 45mm stud timber framing with 50mm GCL at 600mm. Insulate with PIR to wall batts. Refer to above for any detail for further information.
 - Indicates 100/0/00 FRAS fire rated wall, 90 x 45mm stud timber framing with 50mm GCL at 600mm. Insulate with PIR to wall batts. Refer to above for any detail for further information.
 - Indicates 100/0/00 FRAS fire rated wall, 90 x 45mm stud timber framing with 50mm GCL at 600mm. Insulate with PIR to wall batts. Refer to above for any detail for further information.

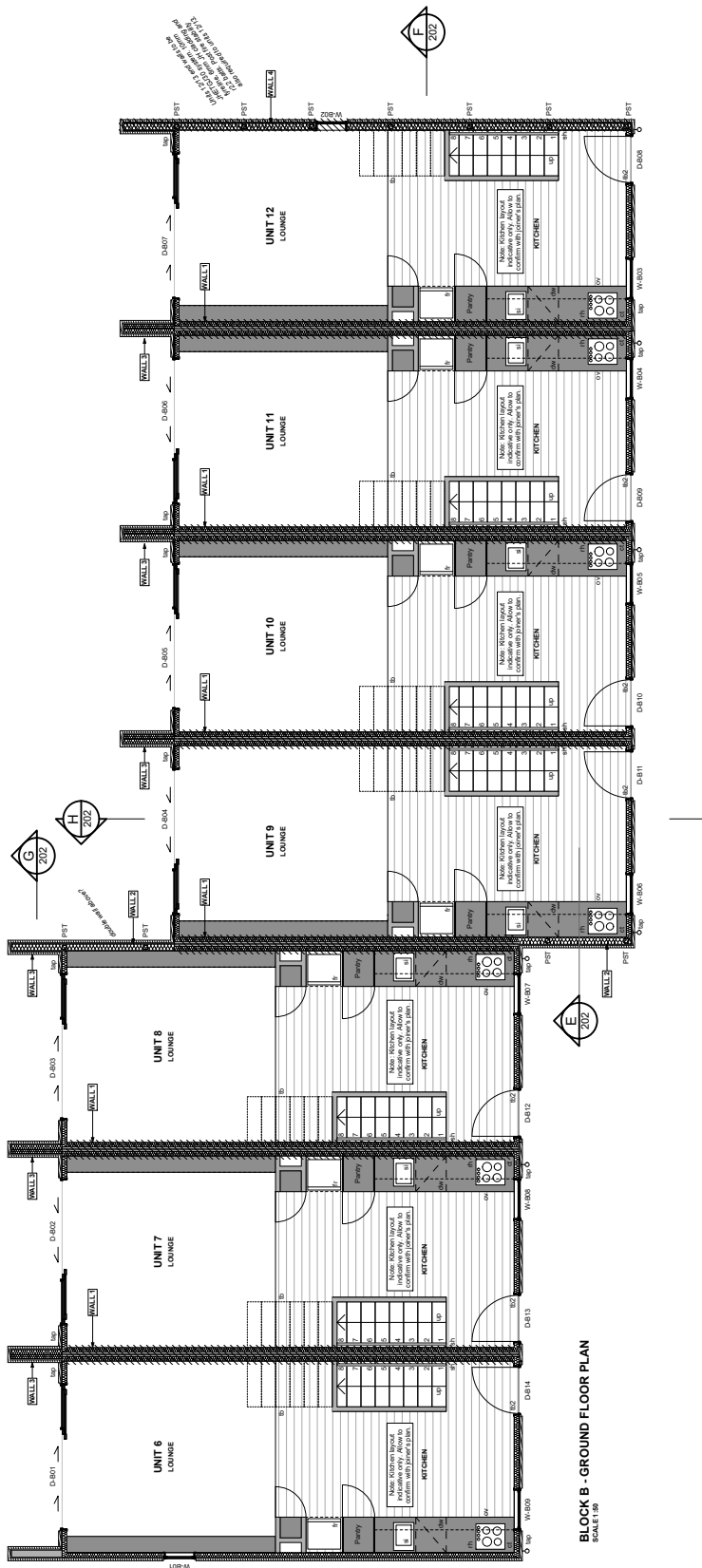
- GENERAL NOTES**
- All work and comply with the Building Act 2004, Resource Management Act 1991, and NZS 3604:2011.
 - Allowances for extra work are noted.
 - LINEAGE: Client shall provide details above wall to wall and 10mm to ceiling. Refer to floor specification.
 - STAIRS: Refer to general - level 4.
 - Typical to all areas with double door frame.
 - Refer to all areas with double door frame for further information.

- FLOOR FINISHES LEGEND**
- Selected carpet.
 - Selected Ceramic Floor Tile.
 - Selected Plank Vinyl.

Revised for alternative flooring junctions.



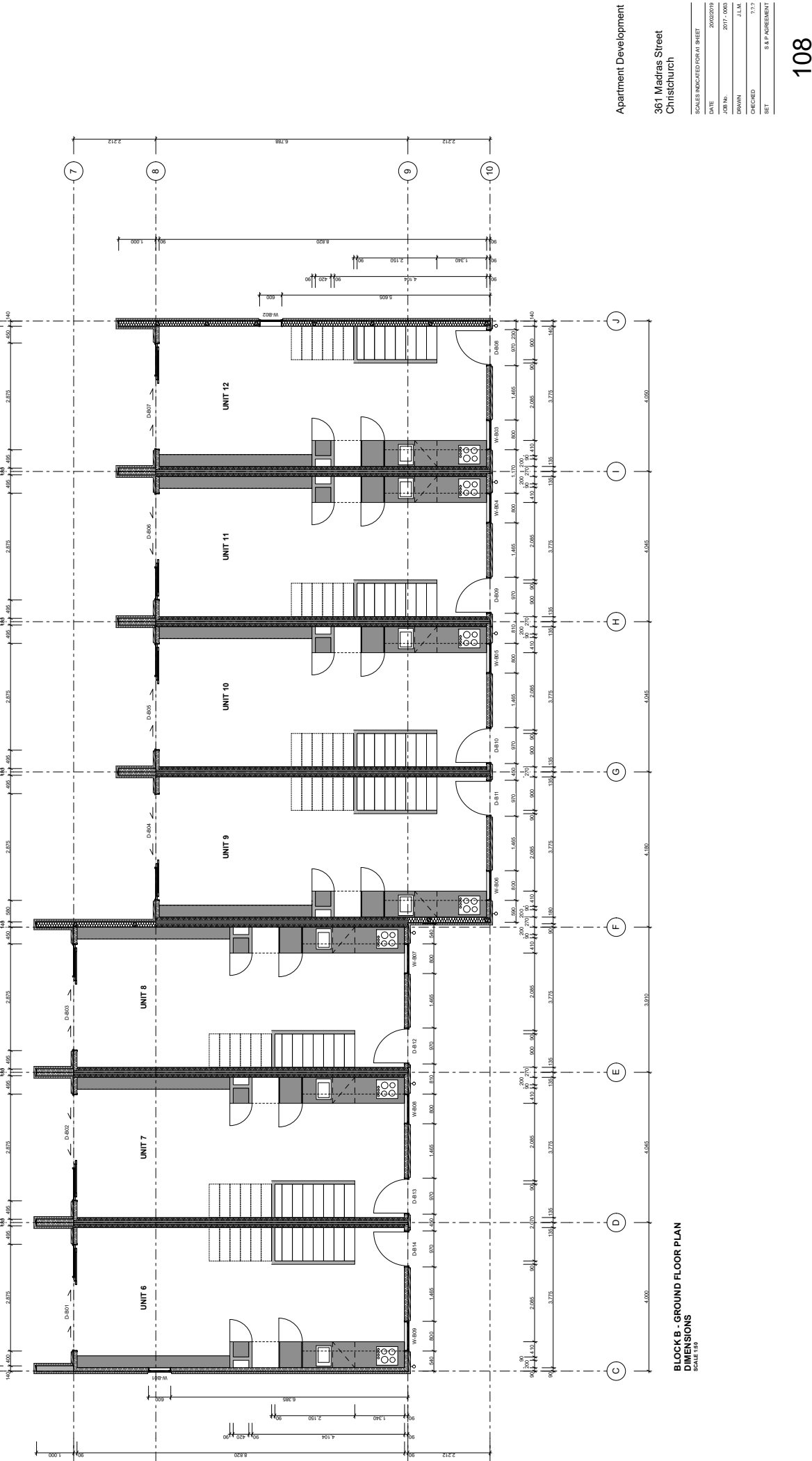
BLOCK B - FIRST FLOOR PLAN
SCALE: 1:50



BLOCK B - GROUND FLOOR PLAN
SCALE: 1:50

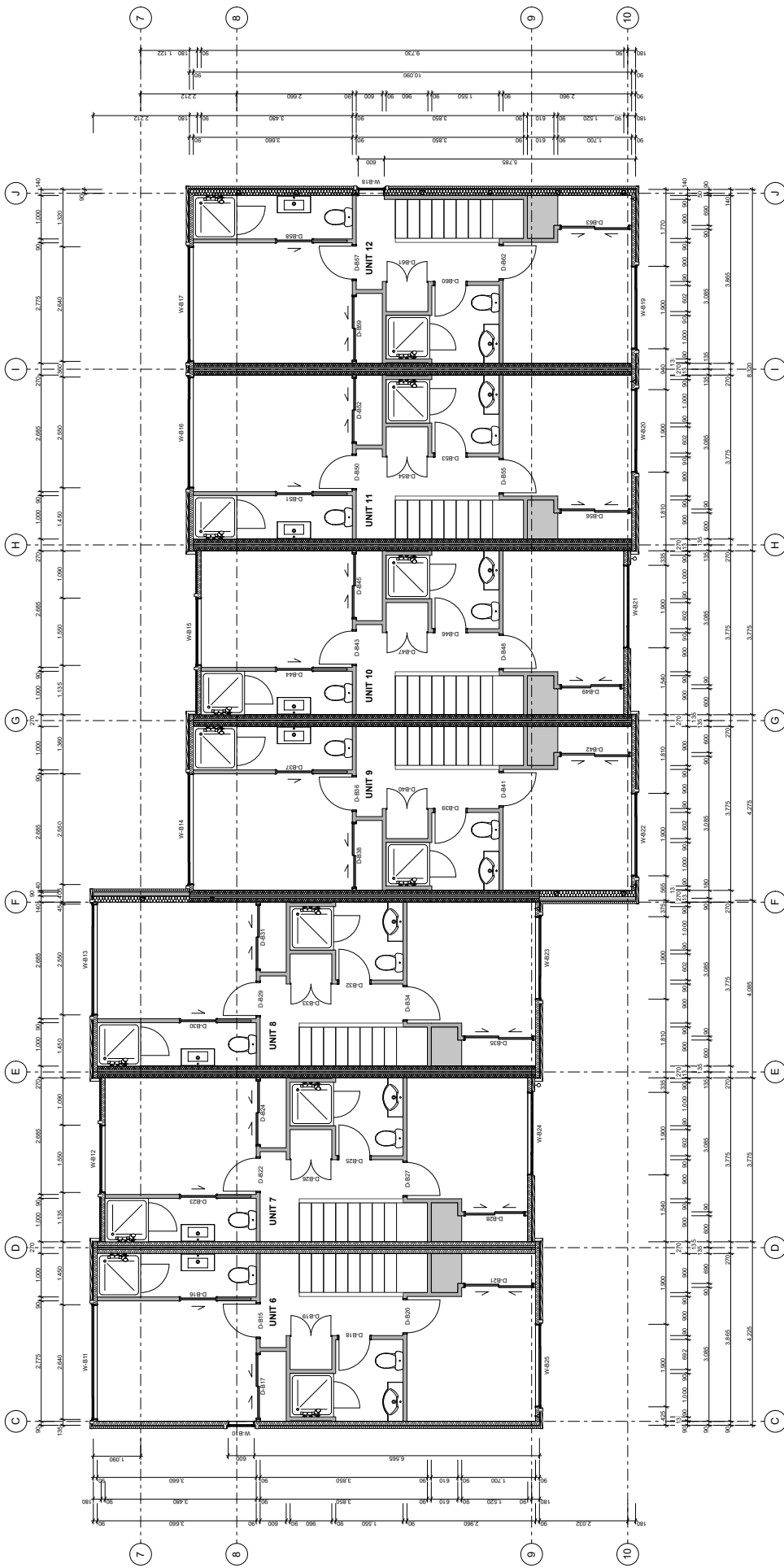


NO.	DATE	REVISION



BLOCK B - GROUND FLOOR PLAN
DIMENSIONS
SCALE 1:50

NO.	DATE	DESCRIPTION	BY



BLOCK B - FIRST FLOOR PLAN
DIMENSIONS
Scale: 1:50

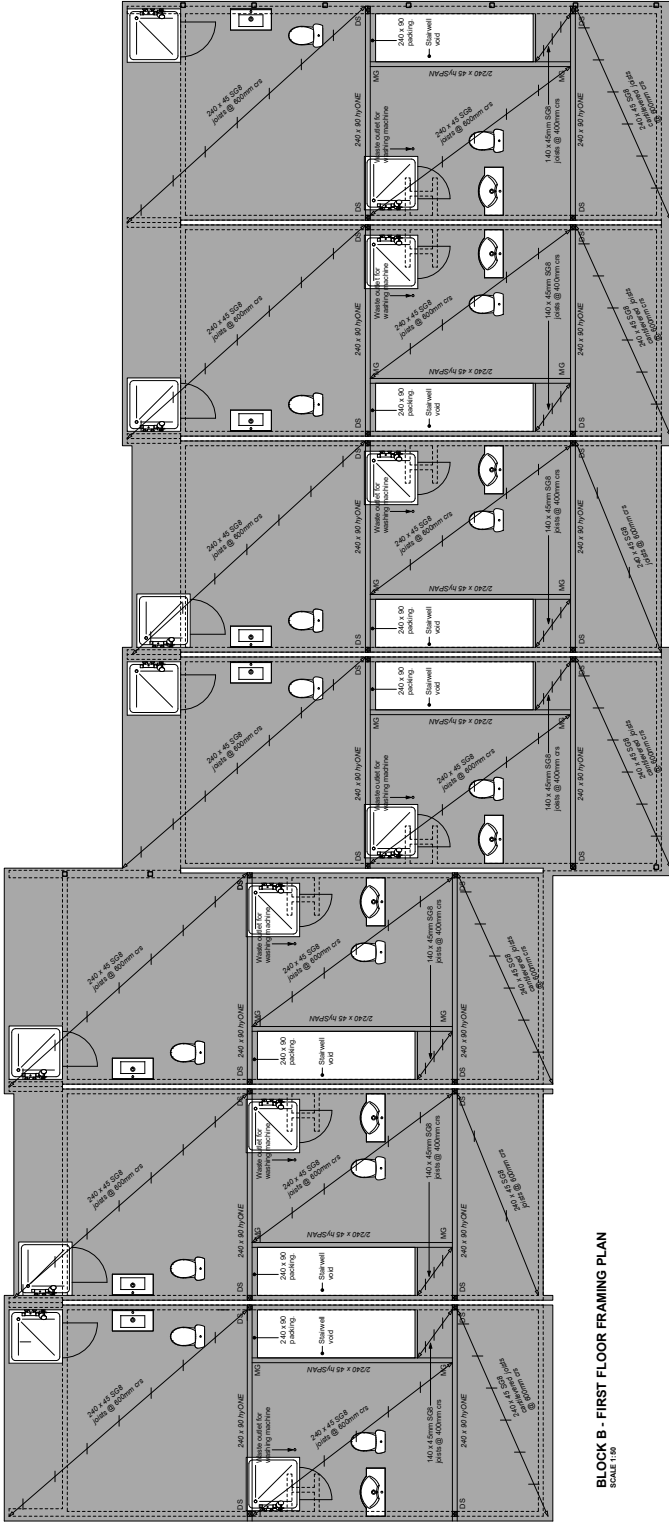
Apartment Development

361 Madras Street
Christchurch

SCALES INDICATED FOR A1 SHEET	
DATE	20/02/2010
JOB No.	2017-0000
DRWN	J.L.M.
CHECKED	7.7.7
SET	S.A.P AGREEMENT

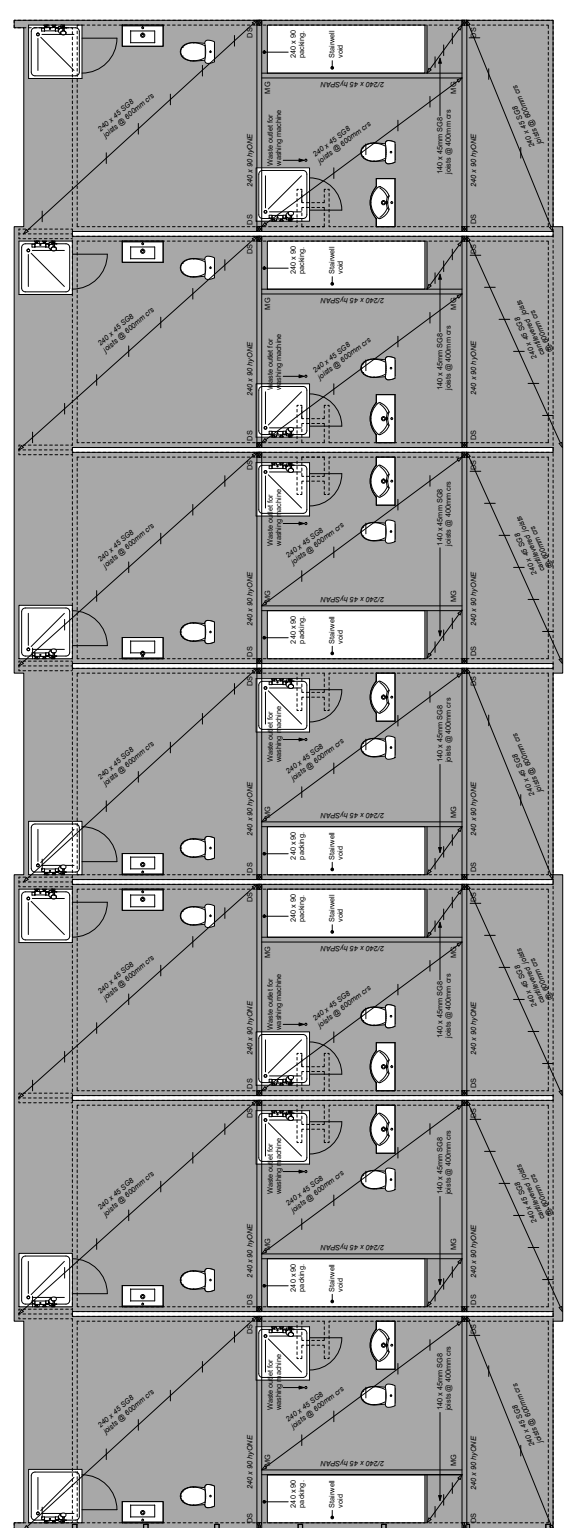
NO.	DATE	REVISION

SCALES INDICATED (FOPA) SHEET	
DATE	20/02/2010
JOB NO.	2017-0000
DRWN	J.L.M.
CHECKED	7.7.7
SET	S.A.P AGREEMENT



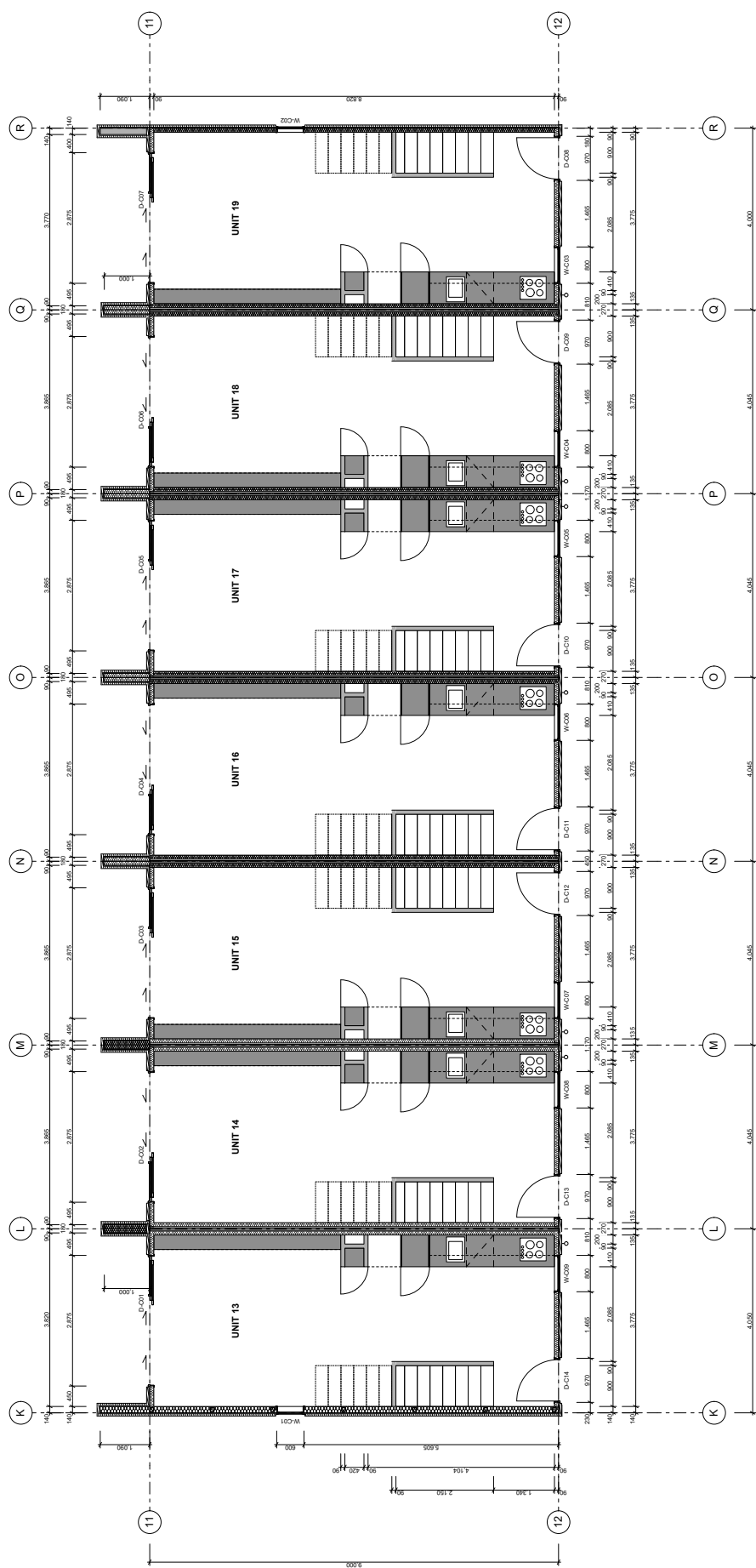
BLOCK B - FIRST FLOOR FRAMING PLAN
SCALE: 1:50

GENERAL LEGEND
 DS Double studs under beam supports.
 MG 2x Multiplus Lumberlok.



BLOCK C - FIRST FLOOR FRAMING PLAN
SCALE: 1:50

NO.	DATE	REVISION	BY

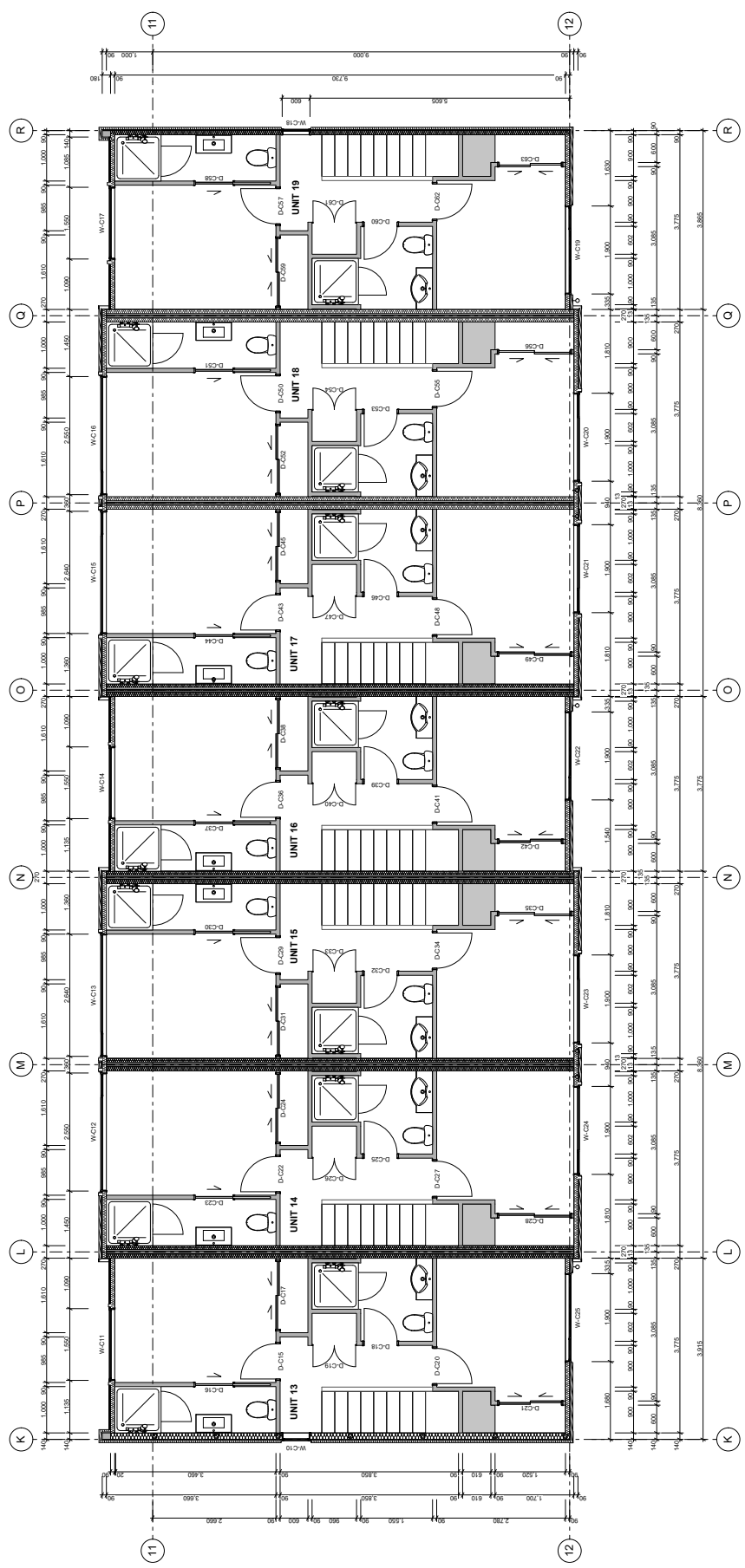


Apartment Development
361 Madras Street
Christchurch

SCALES INDICATED (FOR A1 SHEET)
DATE: 20/02/2016
JOB No.: 2017-0000
DRAWN: J.L.M.
CHECKED: 7.7.7
SET: S.A.P. AGREEMENT

BLOCK C - GROUND FLOOR PLAN
DIMENSIONS
Scale: 1:50

NO.	DATE	REVISION



BLOCK C - FIRST FLOOR PLAN
DIMENSIONS
SCALE 1:50

Apartment Development

361 Madras Street
Christchurch

SCALES INDICATED FOR THIS SHEET	
DATE	20/02/2010
JOB NO.	2017-0000
DRWN.	J.L.M.
CHECKED	7.7.7
SET	S.A.P AGREEMENT

PROJECT NAME	DATE

GENERAL DRAINAGE NOTES

All work shall comply with NZS/AS 3500 and amendments.
This system is indicative only; the installation shall be in accordance with the relevant standards (e.g. NZS/AS 3500).
Waste pipes discharging directly to a drain must be installed to a minimum of 60mm rise above the ground level (or to a minimum of 50mm rise above the finished floor level).

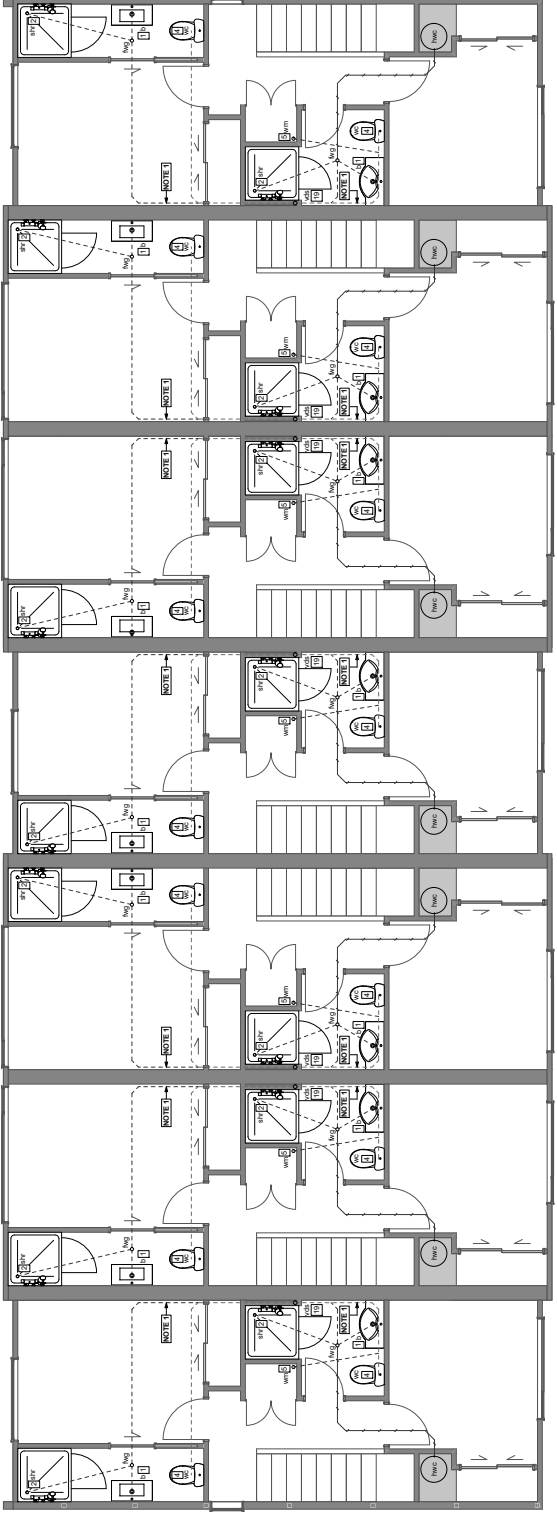
All service pipe slab penetrations to be waterproofed in accordance with NZS 4112:2008.

DRAINAGE LEGEND

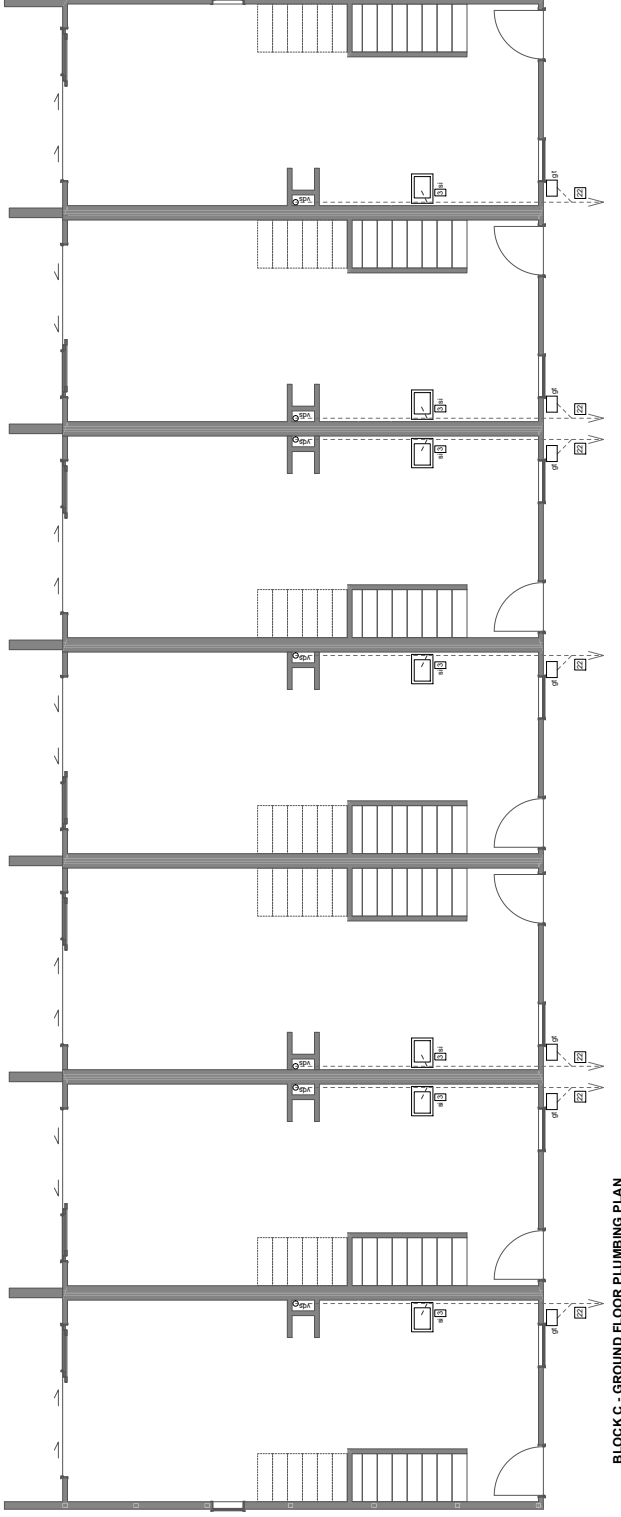
- 1. basin, 320x1100
- 2. shower, 400x1100
- 3. bidet, toilet pan, 1000x1800
- 4. sink, 500x1100
- 5. washbasin, 500x1100
- 6. washing machine, 600x1100
- 7. discharge units, as indicated along in high
- 8. gully trap
- 9. overflow relief gully at head of drain
- 10. inspection point
- 11. floor waste gully, 600x1100
- 12. vertical discharge stack, 100mm dia up to first floor, 60mm vent to roof above
- 13. PVC floor cover (to be attached to floor and to be waterproofed in accordance with NZS 4112:2008)
- 14. Design level (level). Confirm existing levels prior to laying drains.
- 15. Change level (to) (level) (1/C).

NOTES

- NOTE 1: Waste pipe to run within ceiling bulkhead below floor.
- NOTE 2: No connections to be within 1.0m horizontal distance of any wall or ceiling or column or duct.
- NOTE 3:



BLOCK C - FIRST FLOOR PLUMBING PLAN
SCALE 1:100



BLOCK C - GROUND FLOOR PLUMBING PLAN
SCALE 1:100

SCALES INDICATED FOR EACH SHEET	
DATE	20/02/2010
JOB No.	2017-0000
DRAWN	J.L.M.
CHECKED	7.7.7
SET	S.A.P. AGREEMENT

PROJECT INFORMATION

PROJECT NAME	APARTMENT DEVELOPMENT
CLIENT	APARTMENT DEVELOPMENT
DATE	2017.08.08
DRAWN	J.L.M.
CHECKED	7.7.7
SET	S & P AGREEMENT

GENERAL LEGEND

- H12. 90 x 45 mm GGB frame framed wall studs at 600mm on centre at Gb. Bents to fabrications and details for walls.
- H12. 90 x 45 mm GGB frame framed at 600mm c/c. Live/transfer with 10mm Gb casting (no rebar).
- 80mm c/c. Concrete down-pipe.
- Indicates double glazed, powder-coated further details. Manufacturer to confirm rough opening sizes on site.
- Indicates door opening with notes. Refer to door schedule for further details.
- Sink inset with 10mm dia waste.
- Client supplied refrigerator.
- Client supplied dish/wall oven.
- Selected roughout above cook top.
- Allow to set through bulk head for exterior wall.
- Selected induction cook top.
- Selected electric under bench oven.
- 150mm floor finish (concrete) over concrete slabs. Manufacturer to confirm with seismic engineers to HRC for compliance with NZS4122 & clause 6.11.4.
- Selected ball pen with 100mm dia and seal.
- Selected wall base and vanity with 60mm dia waste.
- Selected arctic shower complete with base wall finish and glass door. Form dia waste.
- Exterior toilet top.
- Hanging rail and selected shelving to wall.
- Washbasin.
- Stair nosing. Refer to details.
- Stair nosing. Refer to details.
- Refer to details.
- Refer to details.

FIRE PROTECTION LEGEND

- Indicates 1000mm FRAS fire rated wall with 90 x 45mm stud floor framing with 100mm Gb. Down R22 Fib to slab to the inside of exterior wall. GSB Bar within to be 100mm dia and spaced at 1000mm c/c. Refer to details and specification.
- Indicates 1000mm FRAS fire rated wall. JHE G330 wall consisting of 40 x 45mm studs and ceiling. @ 200mm on centre. Stud and ceiling to be 100mm thick. Refer to details and specification.
- Indicates 1000mm FRAS fire rated wall. JHE G330. Live with 10mm thick floor framing with 100mm Gb. Down R22 Fib to slab to the inside of exterior wall. GSB Bar within to be 100mm dia and spaced at 100mm c/c. Refer to details and specification.
- Indicates 1000mm FRAS fire rated wall. JHE G330. Live with 10mm thick floor framing with 100mm Gb. Down R22 Fib to slab to the inside of exterior wall. GSB Bar within to be 100mm dia and spaced at 100mm c/c. Refer to details and specification.

GENERAL NOTES

All work and comply with the Building Act 2004, AS/NZS 1562 and amendments, and NZS 3604:2011.

Attributes: S&P agreement on-site.

LINKAGE: 100mm diameter bearer unless otherwise indicated to wall and 100mm to ceiling. Refer to fire protection details.

STAIRING: Generally level 4.

DOORS: 900mm high with 10mm thick floor framing with 100mm Gb. Down R22 Fib to slab to the inside of exterior wall. GSB Bar within to be 100mm dia and spaced at 100mm c/c. Refer to details and specification.

FLOOR FINISHES LEGEND

- Selected carpet.
- Selected Ceramic Floor Tile.
- Selected Plank Vinyl.

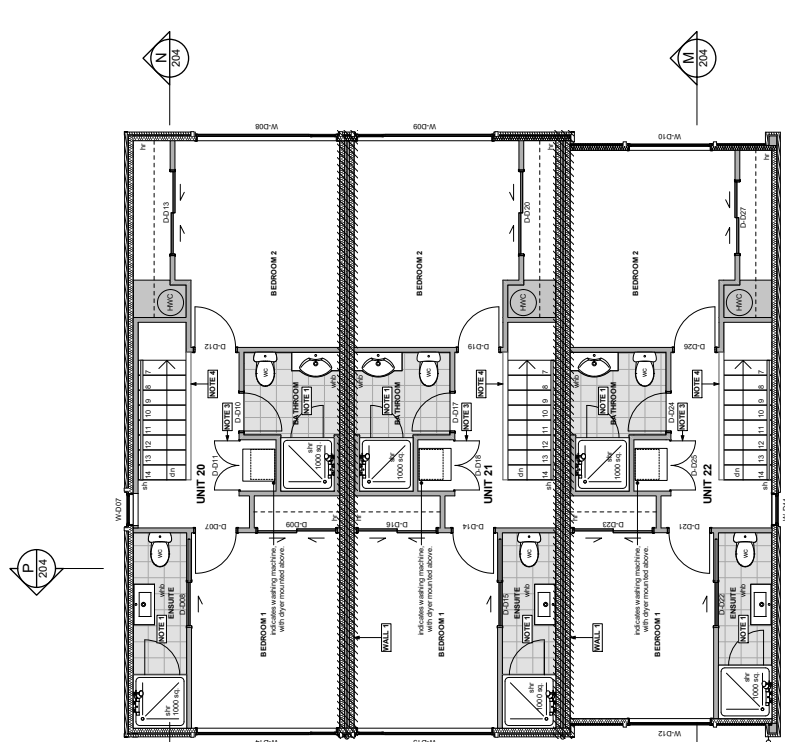
NOTES

NOTE 1: 13mm Gb. Available to wall in this area.

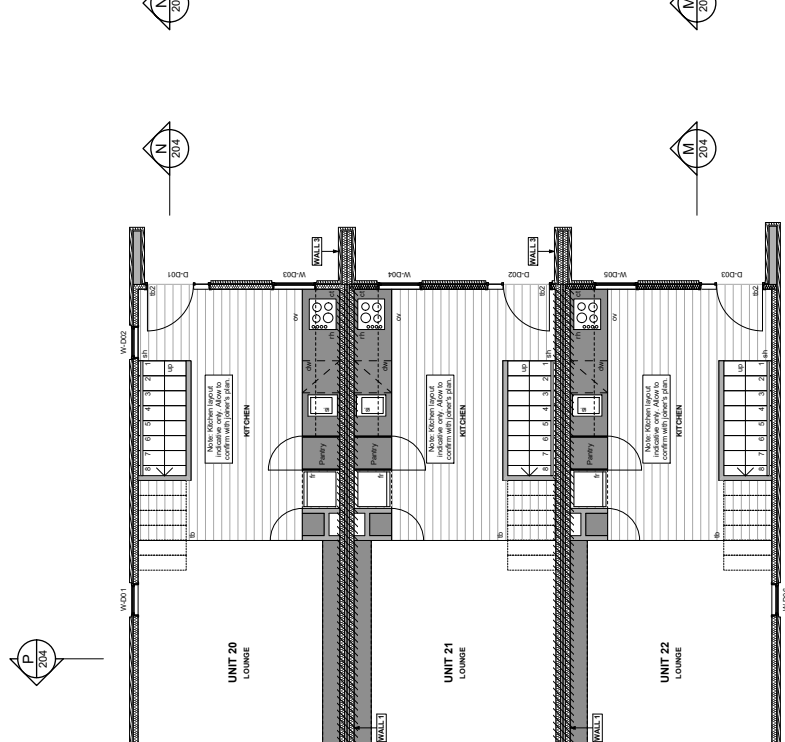
NOTE 2: Indicated used for service duct above.

NOTE 3: 18mm thick laminar cardboard door full height to vanity cupboard.

NOTE 4: 1000mm high wall with Gb over.

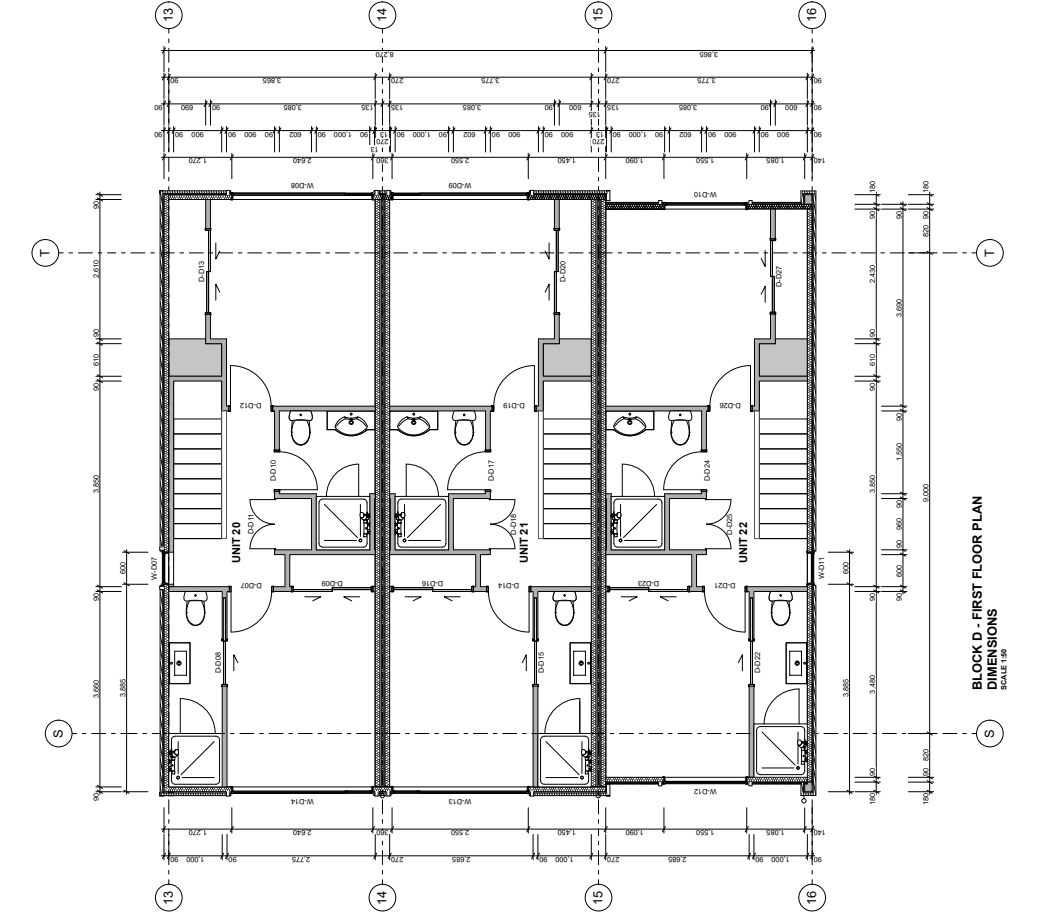


BLOCK D - FIRST FLOOR PLAN
SCALE 1:50

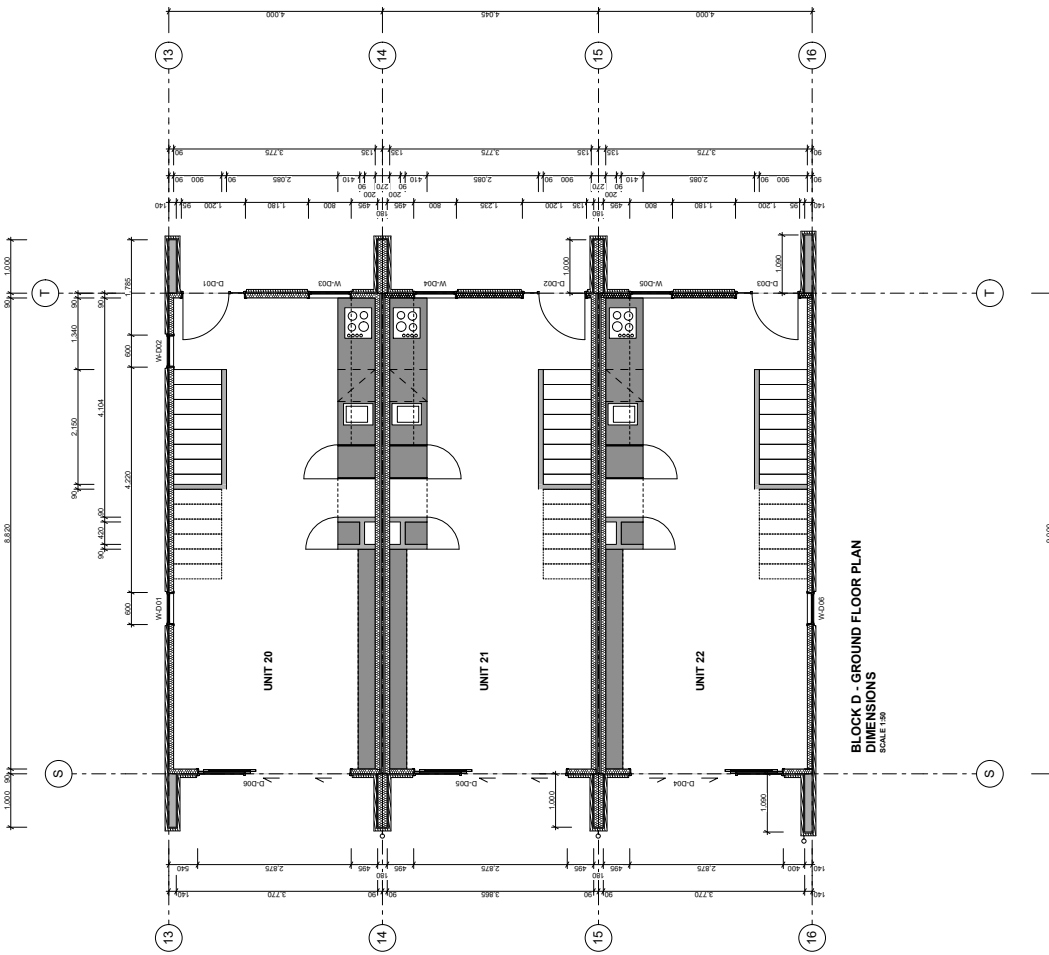


BLOCK D - GROUND FLOOR PLAN
SCALE 1:50

DATE	20/02/2010
JOB No.	2017-0000
DRWN	J.L.M.
CHECKED	7.7.7
SET	S.A.P. AGREEMENT



BLOCK D - FIRST FLOOR PLAN
SCALE 1:50



BLOCK D - GROUND FLOOR PLAN
SCALE 1:50

DATE	20/02/2010
JOB No.	2017-0000
DRWN	J.L.M.
CHECKED	7.7.7
SET	S.A.P. AGREEMENT

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NO	DATE	REVISIONS

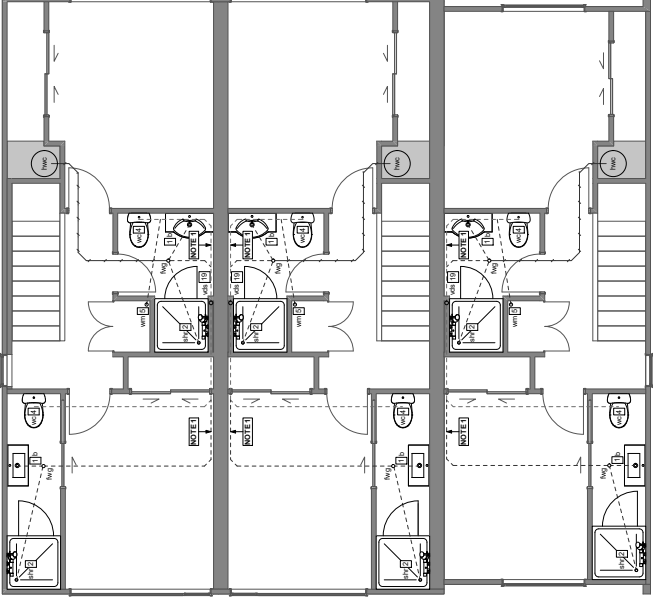
GENERAL DRAINAGE NOTES
 All work shall comply with NZBC2004 and amendments.
 All drainage shall be installed in accordance with the manufacturer's instructions and comply with the most onerous of G 10.5(3) and AS/NZS 3500.
 Where pipe and fittings are installed above a ceiling or in an inaccessible location, they shall be installed in a manner that allows access to the pipe and fittings for inspection, cleaning and replacement of gully traps.
 All riser pipes shall penetrate to the ceiling or to the floor above. A minimum height of 150mm shall be maintained above the ceiling or floor above.

DRAINAGE LEGEND

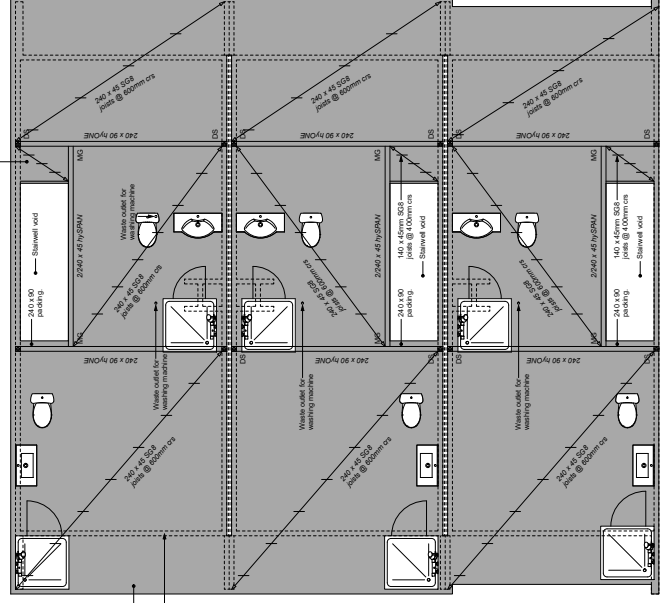
1	bath tub (120)
2	shower (400x140)
3	total pan (1000x150)
4	sink (500x150) Contained below sink, used disposal & cutaway
5	washing machine (900x600)
6	discharge unit (600x140)
7	gully trap
8	overflow (else grey at head of drain)
9	inspection point
10	floor waste (grey 600x150)
11	ventral discharge stack (100mm dia up to 1000mm)
12	ventral discharge stack (100mm dia up to 1000mm)
13	MPC filter cover (to be fixed to floor)
14	Waste via a high temperature Resin core pipe (200mm dia) (to be fixed to floor)

NOTES
NOTE 1 Waste pipe to run with ceiling built/raised floor level.
NOTE 2 Waste pipe to be within 0.6m height and/or 10.0m vertically from the bottom of the sink.
NOTE 3 Waste pipe to run with ceiling built/raised floor level.
NOTE 4 Waste pipe to be within 0.6m height and/or 10.0m vertically from the bottom of the sink.

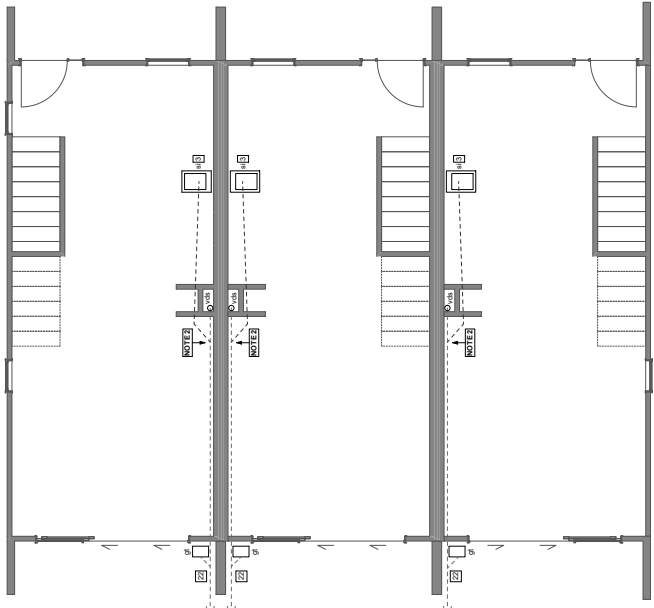
GENERAL LEGEND
 DS Ductile Stacks under beam supports
 MG 2 Miligrip in Lumberdeck



BLOCK D - FIRST FLOOR PLUMBING PLAN
 SCALE 1:80



BLOCK D - FIRST FLOOR FRAMING PLAN
 SCALE 1:80



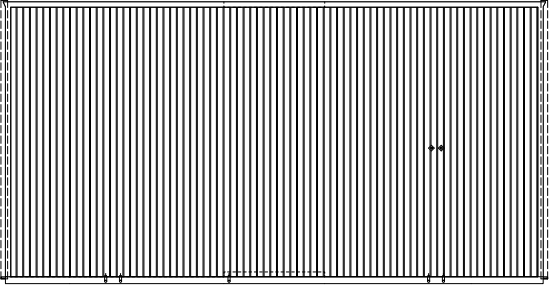
BLOCK D - GROUND FLOOR PLUMBING PLAN
 SCALE 1:80

Apartment Development

361 Madras Street
Christchurch

DATE	20/02/2010
JOB No.	2017 - 000
DRWN	J.L.M.
CHECKED	7.7.7
SET	S.A.P AGREEMENT

NO.	DATE	REVISION	BY

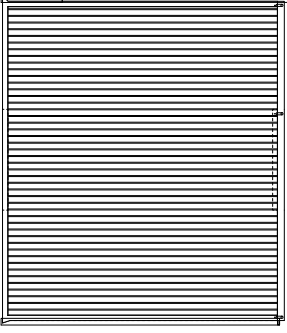


400r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.
200r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.

610r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.

219m²

400r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.
400r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.

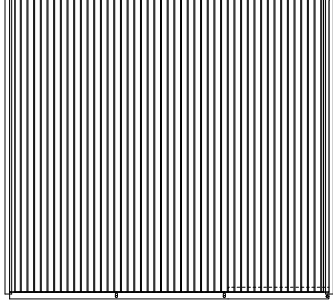
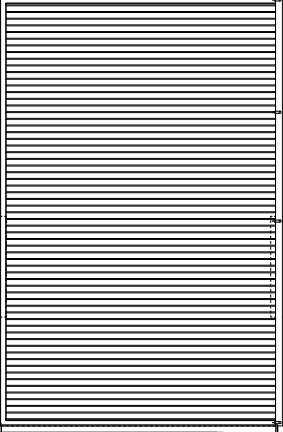


600r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.
600r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.

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downslope. Complies with E2/AS1.

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downslope. Complies with E2/AS1.

308m²

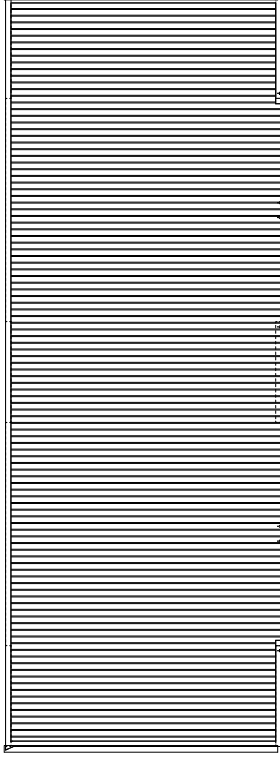


700r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.

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downslope. Complies with E2/AS1.

142m²



400r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.
400r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.

600r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.
200r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.

600r roof area drains to 80mm dia.
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110r roof area drains to 80mm dia.
downslope. Complies with E2/AS1.

303m²

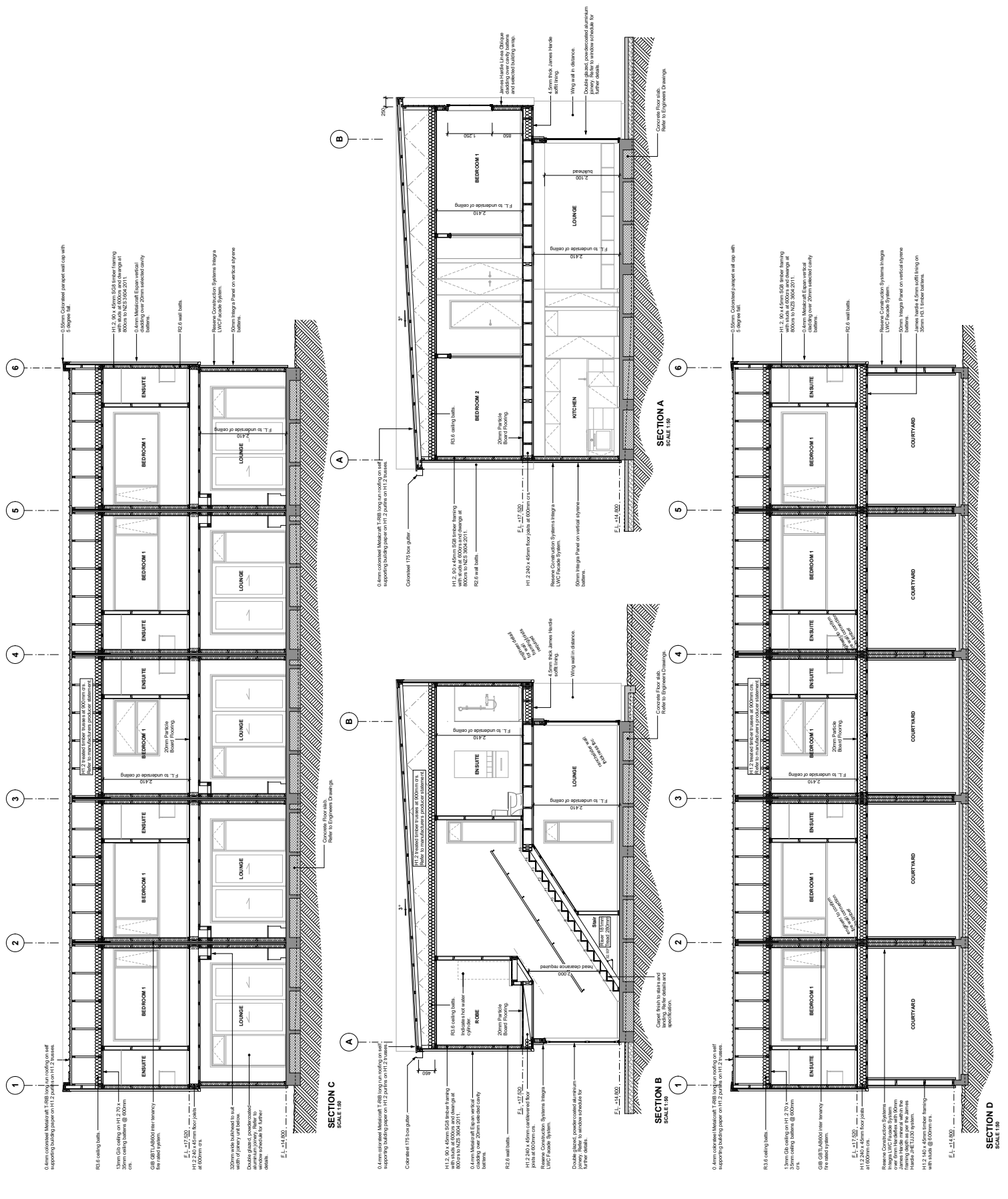
Apartment Development

**361 Madras Street
Christchurch**

SCALES INDICATED FOR A1 SHEET	
DATE	20/02/2010
JOB No.	2017-000
DRWN	J.L.M.
CHECKED	7.7?
SET	S & P AGREEMENT

NO.	DATE	REVISION
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NO.	DATE	REVISION
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SECTION C
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SECTION B
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SECTION A
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SECTION D
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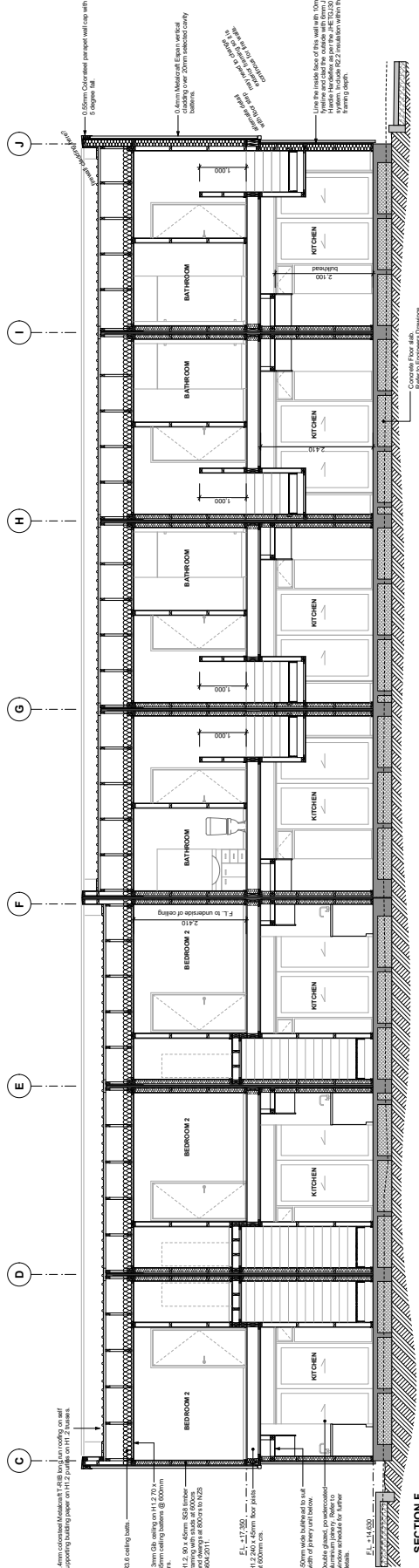


119 Wiggins Road
Christchurch 8142
NI (03) 33910235

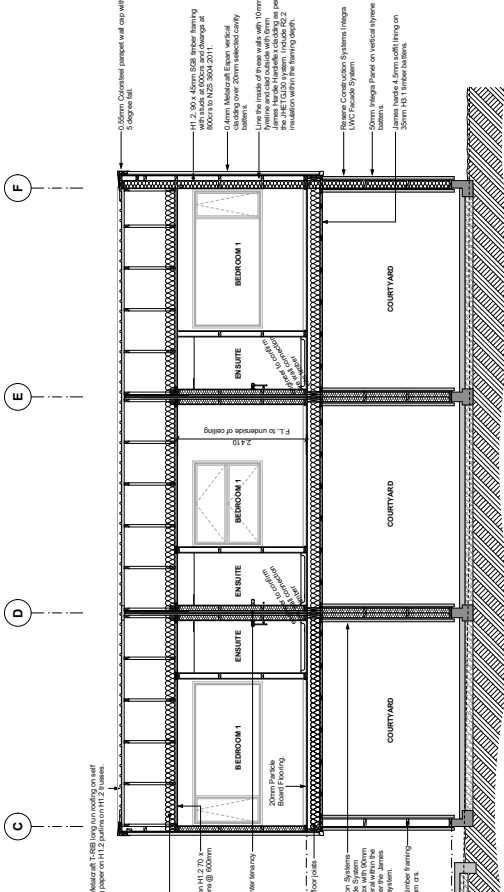
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NOTES:
1. CONSULT THE CONTRACT DOCUMENTS FOR ALL RELEVANT SPECIFICATIONS AND CONDITIONS OF CONTRACT.
2. THIS DOCUMENT IS THE PROPERTY OF PXA. UNLESS STATED OTHERWISE, IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

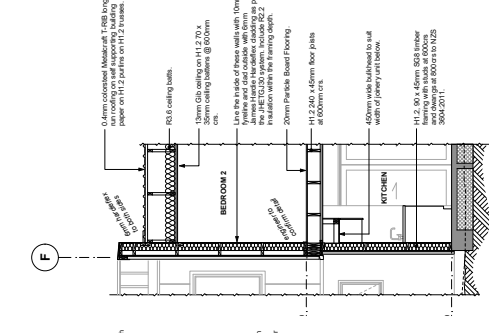
DATE: 10/12/2016
DRAWN: J.L.M.
CHECKED: J.T.T.
SET: S.A.P. AGREEMENT



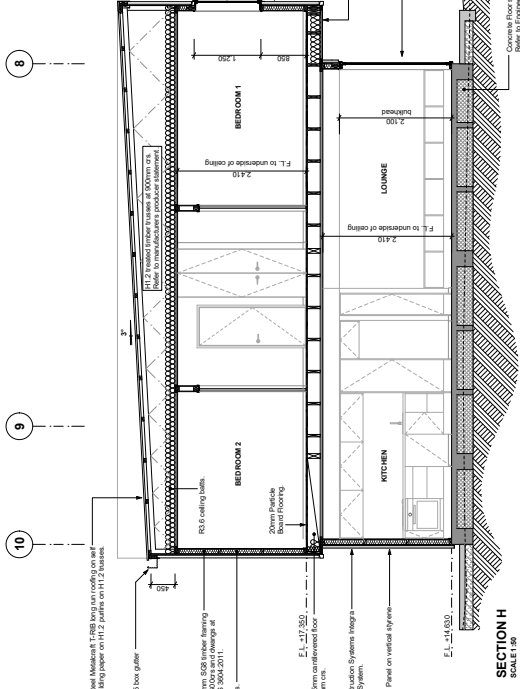
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SECTION G
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SECTION E
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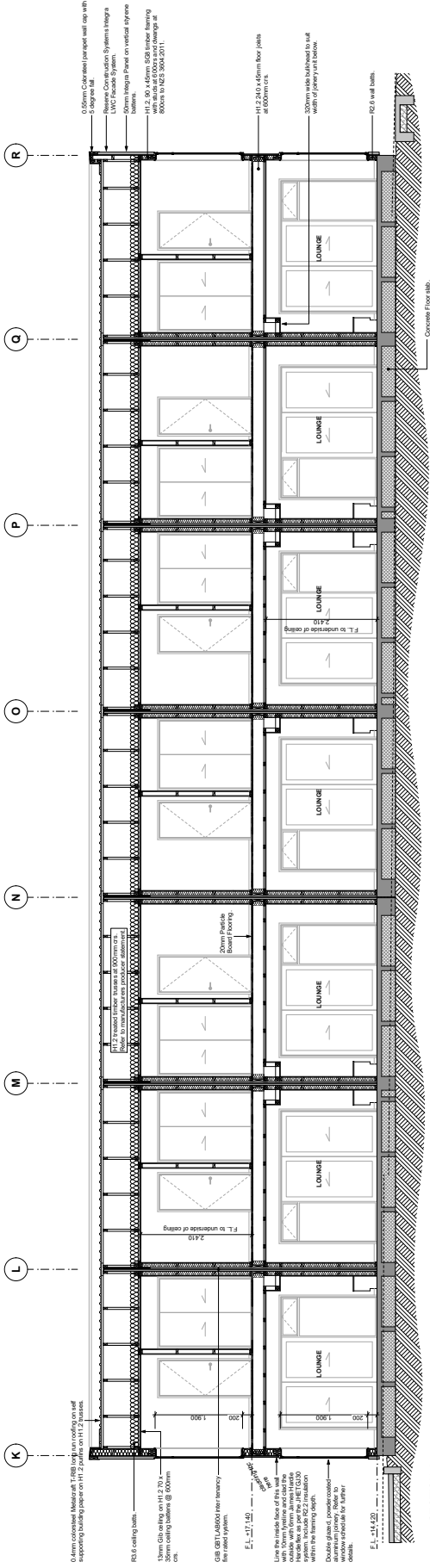
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Apartment Development

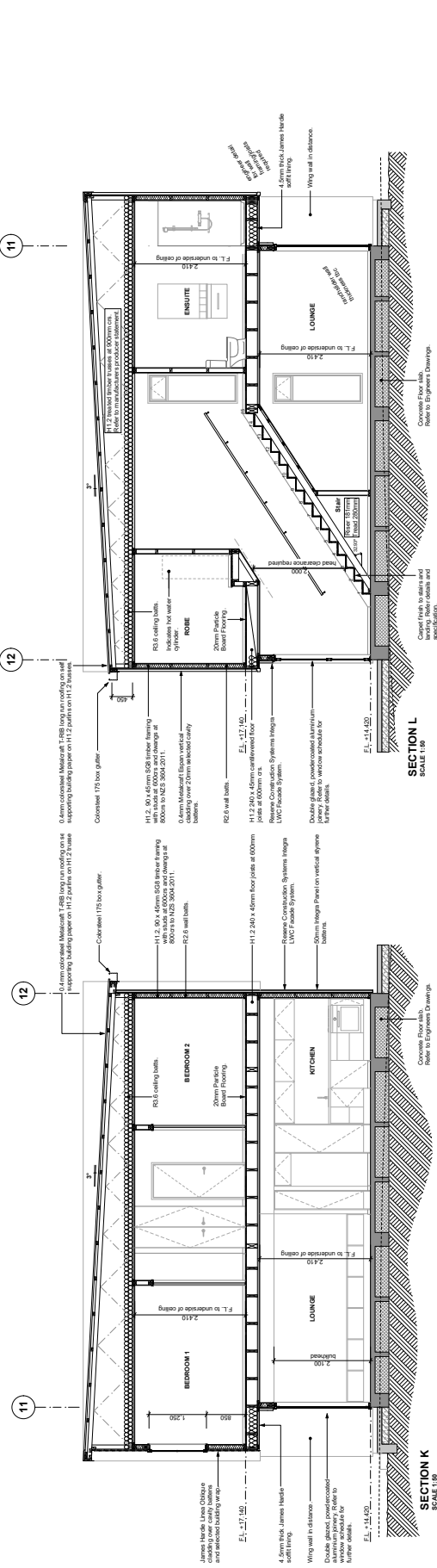
361 Madras Street
Christchurch

DATE	20/02/2016
JOB No.	2017-0008
DRAWN	J.L.M.
CHECKED	J.T.T.
SET	S.A.P. AGREEMENT

NO.	DATE	REVISION



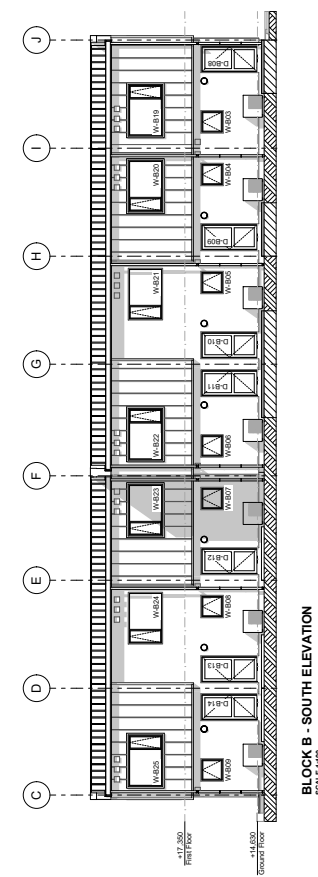
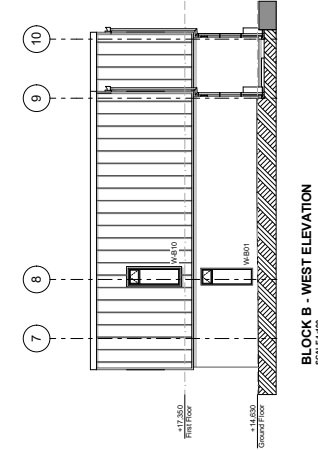
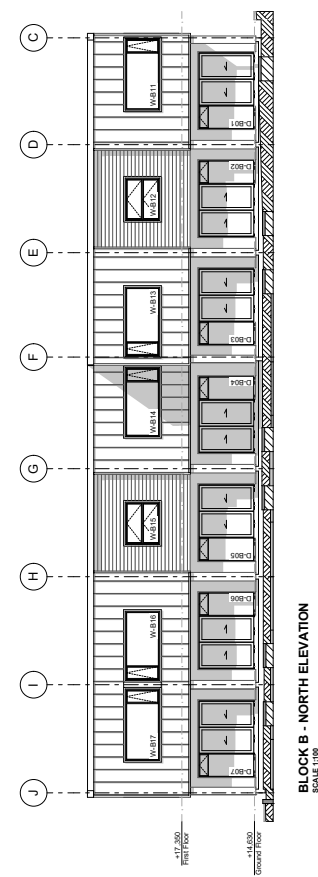
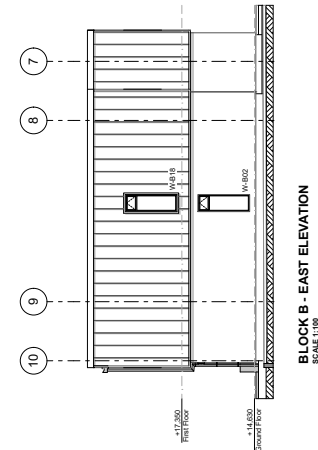
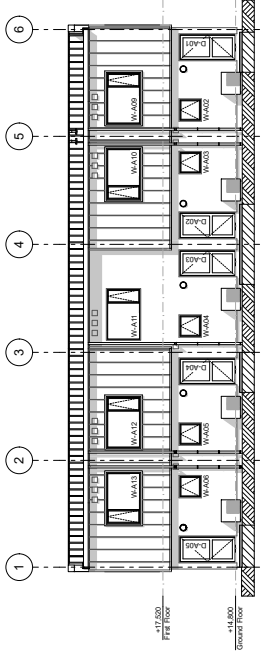
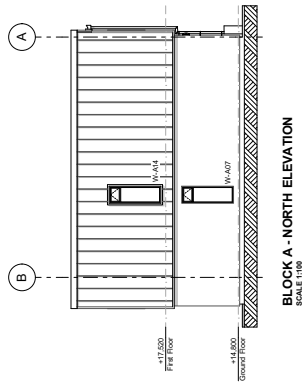
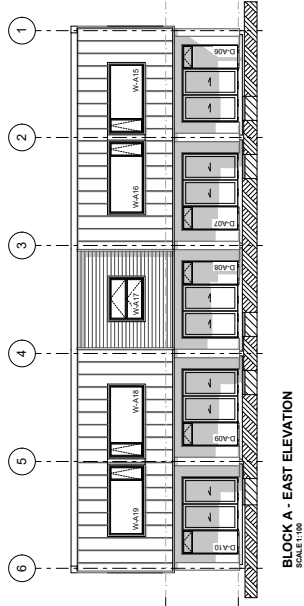
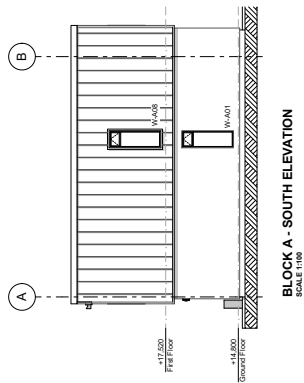
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SECTION K
SCALE 1:50

SCALES INDICATED (FOIPA) SHEET	
DATE	20/02/2019
JOB No.	2017-0000
DRAWN	J.L.M.
CHECKED	7.7.7
SET	S&P AGREEMENT

NO.	DATE	DESCRIPTION	BY	CHECKED

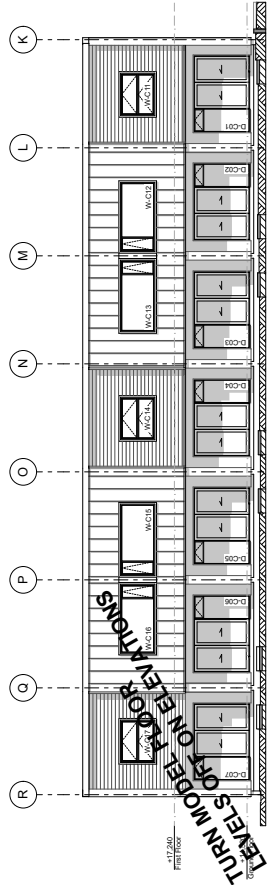




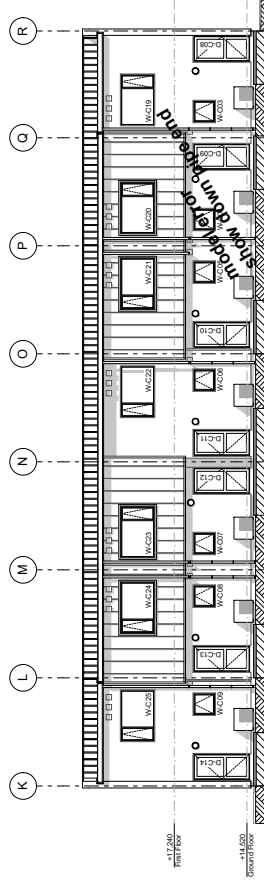
119 Vigna Road
Christchurch 8124
Tel (03) 339 0205
www.pxa.co.nz

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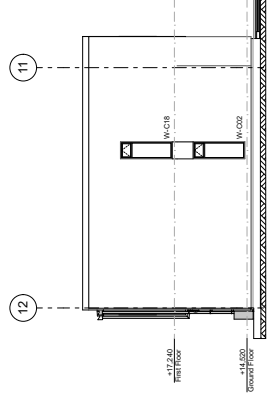
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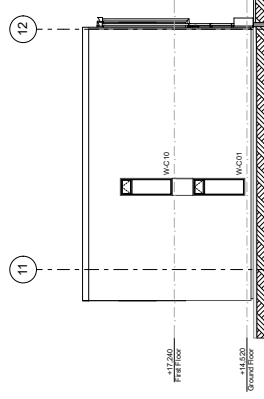
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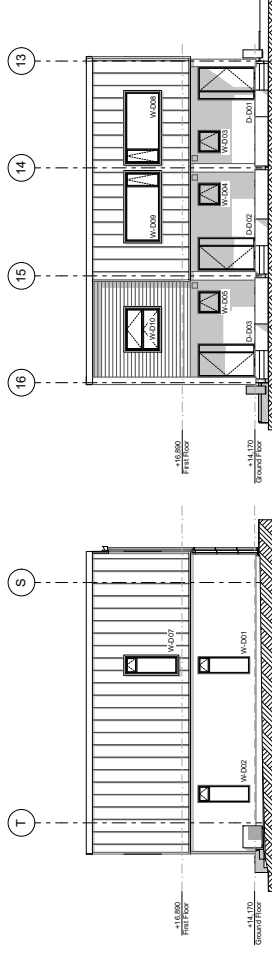
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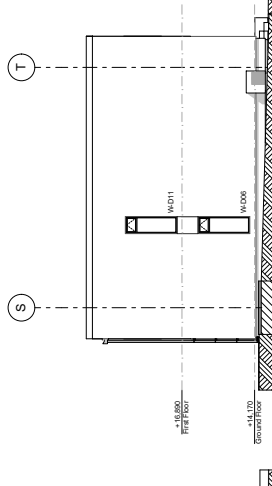
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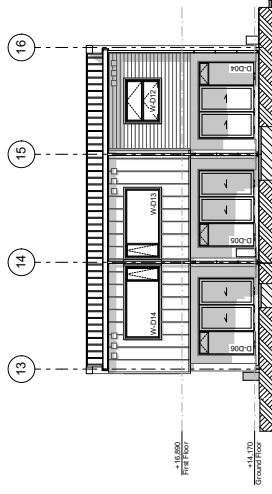
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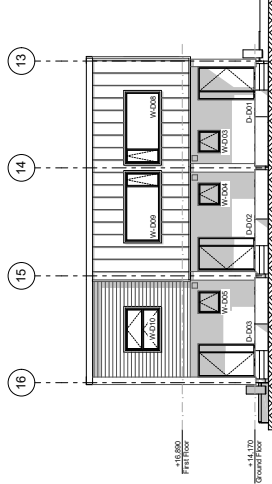
BLOCK D - NORTH ELEVATION
SCALE 1:100



BLOCK D - SOUTH ELEVATION
SCALE 1:100



BLOCK D - WEST ELEVATION
SCALE 1:100



BLOCK D - EAST ELEVATION
SCALE 1:100

SCALES INDICATED (OPA1) SHEET	
DATE	20/02/2016
JOB No.	2017-0000
DRAWN	J.L.M.
CHECKED	7.7.7
SET	S.S.P. AGREEMENT



110 Waigao Road
Christchurch 8124
Nz

(03) 3391235

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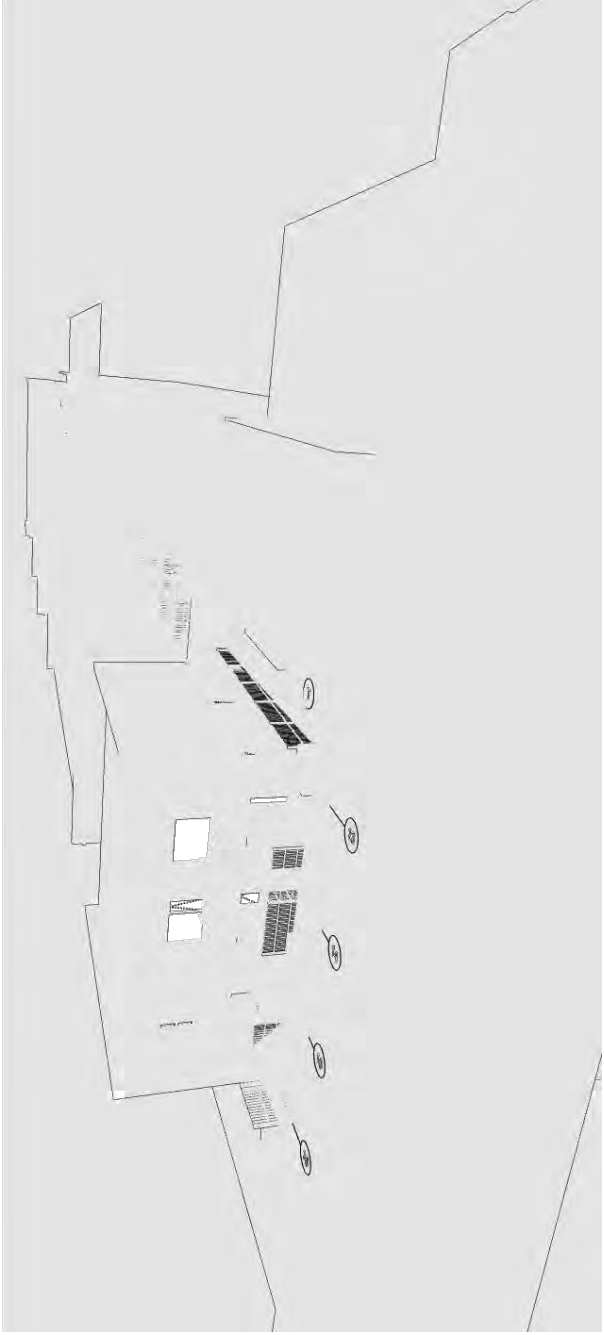
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Apartment Development

361 Madras Street
Christchurch

SCALES INDICATED (PPM) SHEET	
DATE	20/02/2010
JOB No.	2017-0300
DRAWN	J.L.M.
CHECKED	7.7.7
SET	S & P AGREEMENT

NO.	DATE	REVISION	BY



Apartment Development
 361 Madras Street
 Christchurch

SCALES INDICATED (OR P/A) SHEET

DATE	20/02/2010
JOB NO.	2017-0000
DRWN	J.L.M.
CHECKED	T.T.T.
SET	S & P AGREEMENT

Schedule 5 - Encumbrance/Covenant

1. Background

- 1.1 UWC Limited is a property developer that has completed a twenty three (23) lot fee simple residential development on the land located at 361 Madras Street, Christchurch (**Land**) (**Development**). Each of the twenty three (23) separate properties which comprise the Development are a **Property** (except for the Carpark Facility where appropriate) and together are the **Properties**.
- 1.2 The Development comprises four separate buildings and a carpark facility providing twenty two (22) uncovered and sealed carparks (**Carpark Facility**). In relation to the four separate buildings; the building first off Madras Street contains three Properties (being Units 22-20) (**Building D**); the next Building contains seven Properties (being Units 19-13) (**Building C**); the next Building contains seven Properties (being Units 12-6) (**Building B**); and the Building at the rear of the Development contains five Properties (being Units 5-1) (**Building A**) (each a **Building** and together the **Buildings**).
- 1.3 Each Property has the exclusive right to use (only) one of the twenty two carparks at the Carpark Facility.
- 1.4 The purposes of this Encumbrance are to:
- 1.4.1 require each Owner of a Property (each an **Owner** and together the **Owners**) to be bound by the obligations under this Encumbrance and to receive the benefit of the rights under this Encumbrance;
 - 1.4.2 require each Owner to insure each Property, as more specifically recorded in clause 5;
 - 1.4.3 set out each Owner's obligations in respect of the maintenance of both the common use pathway, lawns and gardens and the common boundary fence on the Land (all being marked on the Plan) (together, the **Common Maintenance Areas**);
 - 1.4.4 set out the obligations of the Owners in respect of the Carpark Facility, which Carpark Facility is more particularly delineated on the Plan;
 - 1.4.5 record each Owner's obligations in relation to the roof of the Building (in which their Property is contained in) and the fascia, gutters and external cladding of the same Building (together, the **Building Elements**);
 - 1.4.6 record the obligations of the Owners of Units 22, 21 and 20 respectively (each being directly off Madras Street) in relation to that part of their lawn, garden and access located at their Property, as depicted in the Plan; and
 - 1.4.7 require each Owner to maintain lighting on the exterior of their Property.

2. Consideration/Payment

The annual rent charge (if demanded) under this Encumbrance is \$1.00 which is payable to the Common Maintenance Areas Bank Account on the 1st day of March of each year and such further sum as may be owing by an Owner to the requisite bank account under the covenants of this Encumbrance.

3. The Residents Association

- 3.1 The Owners will (by virtue of their ownership of a Property) be members of the Residents Association (**Residents Association**). The Residents Association shall not be an incorporated body, but the rules of the Residents Association (as recorded in this clause) shall dictate how the Owners make those decisions that they are required to under this Encumbrance.
- 3.2 The primary method of communication for matters relating to the Residents Association will be via email. An email address is to be provided by each Owner to the other Owners and to any other third party reasonably requiring it (such as a property manager) as soon as practicable following settlement of an Owner's purchase of a Property. Each Owner will upon receipt of this information compile it into a list of the Owners email address (**Owners List**).
- 3.3 All decisions of the Residents Association shall be made at a meeting of the Residents Association (**Meeting**).
- 3.4 The requirements of a Meeting are as follows:
- 3.4.1 any Owner or the appointed third party manager of the Residents Association (**Residents Association Manager**) can convene a Meeting by giving a minimum of 10 working days notice in writing to each of the Owners (in accordance with clause 11.3), with that notice to record the date, time and place of that Meeting, and the proposed agenda;
- 3.4.2 decisions shall be made by majority vote unless stated otherwise in this Encumbrance;
- 3.4.3 each Owner shall exercise one vote for each Property that Owner owns. In the event there is more than one Owner of a Property, then:
- (a) those Owners must exercise their vote jointly;
- (b) one person/entity can exercise a vote on behalf of a jointly owned Property, unless written notice has been issued to the other Owners or the Residents Association Manager, which records that all of the Owners of that Property must be at a Meeting to exercise a vote jointly; and
- (c) an Owner may nominate a proxy (such as a property manager) by way of notice (in accordance with clause 11.3) to all the other Owners or the Residents Association Manager who are eligible to attend that Meeting to vote on their behalf;
- 3.4.4 voting at a Meeting shall be exercised by way of a show of hands, or, an Owner or the Residents Association Manager can request a private vote, in which case the voting will be conducted by ballot under the supervision of a non-owner (such as a property manager or solicitor) appointed by agreement between the Owners present at the particular meeting or the Residents Association Manager.
- 3.5 The Residents Association shall hold separate Meetings in relation to matters concerning the Common Maintenance Areas (**Common Maintenance Areas Meeting**), insurance (**Insurance Meeting**), the Carpark Facility (**Carpark Facility Meeting**) and Building Elements for each Building (**Building Meeting**). These Meetings can occur consecutively (one after the other during the same sitting).
- 3.6 If the Meeting is a Common Maintenance Areas Meeting or a Carpark Facility Meeting the quorum for each shall be 16 Owners.

- 3.7 If the Meeting is an Insurance Meeting the quorum shall be 16 Owners (with such quorum number decreasing by the same number of Properties which become not insured under the collective insurance policy(s) for Properties in the Development).
- 3.8 If the Meeting is a Building Meeting, then the quorum shall be; 3 Owners from Building A for a Building A Building Meeting (**Building A Meeting**); 4 Owners from Building B for a Building B Building Meeting (**Building B Meeting**); 4 Owners from Building C for a Building C Building Meeting (**Building C Meeting**); and 2 Owners from Building D for a Building D Meeting (**Building D Meeting**).
- 3.9 At each Meeting, one Owner must be elected as secretary of that Meeting. Alternatively, a non-owner, such as a property manager or the Residents Association Manager can be nominated as secretary by a majority of those in attendance. In any event a copy of the minutes must be delivered to all Owners (in accordance with clause 11.3) within five working days following the Meeting.

4. **Bank Accounts**

- 4.1 The Owners will decide at a Meeting, to either nominate a property manager, accountant or similar, or three (or more) of the Owners as stakeholder or the Residents Association Manager (if there is one) (**Stakeholder**) to hold upon trust the following bank accounts, for the benefit of the following Owners:
- 4.1.1 a Stakeholder Account in relation to the Common Maintenance Areas, for the benefit of all Owners (**Common Maintenance Areas Bank Account**);
 - 4.1.2 a Stakeholder Account in relation to the Insurance Obligations, for the benefit of all Owners or those of the Owners who are insured under the collective insurance policy(s) contemplated by this Encumbrance (**Insurance Bank Account**);
 - 4.1.3 a Stakeholder Account in respect of Building A, for the benefit of the 5 Building A Owners (**Building A Bank Account**);
 - 4.1.4 a Stakeholder Account in relation to Building B, for the benefit of the 7 Building B Owners (**Building B Bank Account**);
 - 4.1.5 a Stakeholder Account in relation to Building C, for the benefit of the 7 Building C Owners (**Building C Bank Account**);
 - 4.1.6 a Stakeholder Account in relation to Building D, for the benefit of the 3 Building D Owners (**Building D Bank Account**); and
 - 4.1.7 a Stakeholder Account in relation to the Carpark Facility, for the benefit of all 22 Owners (**Carpark Facility Bank Account**).
- 4.2 All payments from the Common Maintenance Areas Bank Account must first be approved at a Common Maintenance Areas Meeting. All payments from the Building A Bank Account must first be approved at a Building A Meeting. All payments from the Building B Bank Account must first be approved at a Building B Meeting. All payments from the Building C Bank Account must first be approved at a Building C Meeting. All payments from the Building D Bank Account must first be approved at a Building D Meeting. All payments from the Insurance Bank Account must first be approved at an Insurance Meeting. All payments from the Carpark Facility Meeting must first be approved at a Carpark Facility Meeting.
- 4.3 The Owners must procure that the Stakeholder make available to all Owners, at each Meeting, the most recent statement of each bank account to which that Meeting relates.

5. Obligations of the Owners

- 5.1 The Owners are required to:
- 5.1.1 contribute to each Bank Account in accordance with clause 6 below; and
 - 5.1.2 keep the Common Maintenance Areas in good order and repair, and in respect of the common use gardens maintain the same with those lawns, trees and shrubs as depicted in the Plan (**Common Maintenance Areas Obligations**).
- 5.2 In relation to each Owner's Insurance Obligations, each Owner must procure and maintain a comprehensive insurance policy for their Property and a fair share of those common improvements which are located on the Land (on either a replacement basis or on a sum insured basis reasonably sufficient to replace the Property and a fair share of those common improvements on the Land) (**Insurance Policy**). Further, each Owner must pay all premiums and any other payments due under the Insurance Policy on time and otherwise take any other action that is required to ensure the Insurance Policy is maintained. If demanded in writing by an Owner or the Residents Association Manager, an Owner must provide to any/all of the other Owners and the Residents Association Manager a Certificate of Currency of Insurance as proof of the Owner's Insurance Policy within 5 working days of such demand being made.
- 5.3 The Owners acknowledge and accept that it is likely in their best interests for the Insurance Obligations to be satisfied by a collective insurance policy(s) for all Properties in the Development (**Collective Insurance Policy**). Each Owner hereby agrees and accepts that there will be a Collective Insurance Policy from the inception of the Development, and that they are bound to maintain the insurance cover for their Property under the Collective Insurance Policy and to pay their allocated amount of the premium for the Collective Insurance Policy, unless they obtain (at an Insurance Meeting) the agreement of 75% or more of the Owners for such Owner to satisfy their Insurance Obligations outside of the Collective Insurance Policy.
- 5.4 The requisite Owners may change the insurance provider of the Collective Insurance Policy upon the agreement (at an Insurance Meeting) of 75% or more of the requisite Owners.
- 5.5 The Building A Owners are required to keep the Building A Building Elements in good order and repair having regard to the overall condition of the Buildings (together, **Building A Obligations**).
- 5.6 The Building B Owners are required to keep the Building B Building Elements in good order and repair having regard to the overall condition of the Buildings (together, **Building B Obligations**).
- 5.7 The Building C Owners are required to keep the Building C Building Elements in good order and repair having regard to the overall condition of the Buildings (together, **Building C Obligations**).
- 5.8 The Building D Owners are required to keep the Building D Building Elements in good order and repair having regard to the overall condition of the Buildings (together, **Building D Obligations**).
- 5.9 The respective Owner(s) of Units 22, 21 and 20 (being directly off Madras Street) are each required to (at their own cost) maintain those parts of their lawn, garden and access which are along the Madras Street boundary of their Property and more particularly being on the areas depicted in the Plan in the same good and tidy condition as that which is

shown in the Plan, including with those plants, trees and lawn as are recorded in the Plan (**Garden Obligations**).

- 5.10 All Owners are required to keep the Carpark Facility in good order and repair (**Carpark Facility Obligations**).
- 5.11 Each Owner shall maintain in good working order at all times the exterior lighting of their respective Property such that in the hours of darkness the lighting illuminates the shared accesses and entrances to the Properties, and any common/utility area within the Development. This lighting shall be maintained at the cost of each Owner of the particular Property to which the light(s) are wired to and is to be set on an automatic night sensor switch.
- 5.12 In respect of lighting which is not wired to a particular Property, such as lighting which might be installed on a common utility/area, the Owners will procure that this lighting is maintained in good working order at all times such that in the hours of darkness the lighting illuminates those areas it is installed to illuminate. This lighting shall be maintained at the cost of all Owners, on an equal shared basis. The Owners will procure that this lighting is set to and maintained on an automatic night sensor switch.

6. Contribution to Bank Account

- 6.1 Each Owner is required to transfer to the Common Maintenance Areas Bank Account on the first day of each month \$35.00 per month (or such other amount set by the Residents Association Manager acting reasonably) on account of the cost to maintain the Common Maintenance Areas.
- 6.2 Each Owner is required to transfer to the Carpark Facility Bank Account on the first day of each month \$20.00 per month (or such other amount set by the Residents Association Manager acting reasonably) on account of the cost to maintain the Carpark Facility.
- 6.3 Each Building A Owner is required to transfer to the Building A Bank Account on the first day of each month \$15.00 per month (or such other amount set by the Residents Association Manager acting reasonably) on account of the cost to maintain the Building A Building Elements.
- 6.4 Each Building B Owner is required to transfer to the Building B Bank Account on the first day of each month \$15.00 per month (or such other amount set by the Residents Association Manager acting reasonably) on account of the cost to maintain the Building B Building Elements.
- 6.5 Each Building C Owner is required to transfer to the Building C Bank Account on the first day of each month \$15.00 per month (or such other amount set by the Residents Association Manager acting reasonably) on account of the cost to maintain the Building C Building Elements.
- 6.6 Each Building D Owner is required to transfer to the Building D Bank Account on the first day of each month \$15.00 per month (or such other amount set by the Residents Association Manager acting reasonably) on account of the cost to maintain the Building D Building Elements.
- 6.7 Each Owner is required to transfer to the Insurance Bank Account on the first day of each month an amount of money equal to their allotted share of the cost of obtaining and maintaining the Collective Insurance Policy.
- 6.8 Those contributions recorded in clauses 6.1 to 6.6 (inclusive) shall be adjusted up every three years from the date of this Encumbrance in accordance with any increase in the Consumer Price Index published by Statistics New Zealand (or the like index in the event

that index is replaced) over that same period, provided that the Owners or the Residents Association Manager (by way of a decision of the Owners, at the appropriate Meeting) may elect to increase or decrease the amount and/or frequency of those contributions.

- 6.9 In the event that there is insufficient funds held in the Common Maintenance Areas Bank Account to enable the Owners to meet the Common Maintenance Areas Obligations, then (by way of a decision at a Common Maintenance Areas Meeting) the Owners or the Residents Association Manager may require each Owner to make a payment to the Common Maintenance Areas Bank Account equal to a 1/22 share of the amount that is required to enable the Owners to meet the Common Maintenance Areas Obligations.
- 6.10 In the event that there is insufficient funds held in the Carpark Facility Bank Account to enable the Owners to meet the Carpark Facility Obligations, then (by way of a decision at a Carpark Meeting) the Owners or the Residents Association Manager may require each Owner to make a payment to the Carpark Facility Bank Account equal to a 1/22 share of the amount that is required to enable the Owners to meet the Carpark Facility Obligations.
- 6.11 In the event that there is insufficient funds held in the Building A Bank Account to enable the Building A Owners to meet the Building A Obligations, then (by way of a decision at a Building A Meeting) the Building A Owners or the Residents Association Manager may require each Building A Owner to make a payment to the Building A Bank Account equal to a 1/5 share of the amount that is required to enable the Building A Owners to meet the Building A Obligations.
- 6.12 In the event that there is insufficient funds held in the Building B Bank Account to enable the Building B Owners to meet the Building B Obligations, then (by way of a decision at a Building B Meeting) the Building B Owners or the Residents Association Manager may require each Building B Owner to make a payment to the Building B Bank Account equal to a 1/7 share of the amount that is required to enable the Building B Owners to meet the Building B Obligations.
- 6.13 In the event that there is insufficient funds held in the Building C Bank Account to enable the Building C Owners to meet the Building C Obligations, then (by way of a decision at a Building C Meeting) the Building C Owners or the Residents Association Manager may require each Building C Owner to make a payment to the Building C Bank Account equal to a 1/7 share of the amount that is required to enable the Building C Owners to meet the Building C Obligations.
- 6.14 In the event that there is insufficient funds held in the Building D Bank Account to enable the Building D Owners to meet the Building D Obligations, then (by way of a decision at a Building D Meeting) the Building D Owners or the Residents Association Manager may require each Building D Owner to make a payment to the Building D Bank Account equal to a 1/4 share of the amount that is required to enable the Building D Owners to meet the Building D Obligations.
- 6.15 In the event that there is insufficient funds held in the Insurance Bank Account to enable the (requisite) Owners to meet the Insurance Obligations, then (by way of a decision at an Insurance Meeting) the relevant Owners or the Residents Association Manager may require each relevant Owner to make a payment to the Insurance Bank Account such that they can meet the Insurance Obligations.
- 6.16 The Residents Association Manager may also charge the Owners for any other legitimate costs related to the good management of the Development by it, and the Owners shall be liable to pay such costs.

7. Sale of Property

- 7.1 In the event a Property is sold, then the Owner of the Property that has been sold shall:
- 7.1.1 provide all other Owners and the Residents Association Manager with notice recording when settlement of the sale is to take place, and the email address, postal address (if different from the Property being sold) and phone number for the new Owner;
 - 7.1.2 ensure that contemporaneously with settlement of the sale, that their name(s) is removed from any of the Bank Accounts recorded in clause 4; and
 - 7.1.3 provide the Owners List to the new Owner.

8. Enforcement

- 8.1 In the event that an Owner(s) does not make any contribution to a Bank Account that they are required to in accordance with clauses 5 and 6, or does not make payment to the Residents Association Manager pursuant to clause 6.1.6, or is otherwise in breach of the terms of this Encumbrance then from the date that is five working days from the date that the Owner receives written notification of such breach (such notice to be sent by a non-defaulting Owner(s) or their representative or the Residents Association Manager) that Owner will be liable to pay to the Bank Account liquidated damages equal to \$50.00 per day for each day that the Owner remains in breach of the terms of this Encumbrance. This payment(s) will be without prejudice to the other rights of the other Owners in relation to the enforcement of this Encumbrance (which right the Encumbrancee hereby grants to them), including but not limited to the recovery from the defaulting Owner of an amount equal to the non-defaulting Owner(s) loss and costs as a result of the breach of this Encumbrance by the defaulting Owner.
- 8.2 The non-defaulting Owners and the Residents Association Manager are able to instruct a law firm and or debt collector to act for the non-defaulting Owners and the Residents Association Manager in respect of the recovery of the debt owed by the defaulting Owner(s) and in such event all of the non-defaulting Owners and the Residents Association Manager may recover the cost of the same from the defaulting Owner(s).
- 8.3 If any default of an Owner results in a Bank Account not maintaining sufficient monies for the Owners to meet their relevant Obligations, then the other relevant Owners are required to contribute to such Bank Account an equal share of the amount required to enable the Owners to meet the relevant Obligations. Each Owner who contributes a share pursuant to this clause shall be able to recover the amount of that share, together with interest (equal to the commercial overdraft rate of the bank that the Bank Account is with) from the defaulting Owner(s).

9. Dispute Resolution

- 9.1 If a dispute arises between the Owners in relation to matters touching or concerning this Encumbrance (**Dispute**), the following procedure must be followed:
- 9.1.1 the party initiating the Dispute must provide full written particulars of the Dispute to all other Owners and the Residents Association Manager and call a Meeting for the Owners and the Residents Association Manager to discuss the Dispute, and endeavour to resolve the Dispute at that Meeting;
 - 9.1.2 if the Dispute is not resolved at the Meeting, the Owners and the Residents Association Manager must appoint a mediator by mutual agreement (or if agreement cannot be reached, that mediator is to be appointed by the President for the time being of the Canterbury-Westland Branch of the New Zealand Law

Society or the body that replaces that society) to attend a Meeting, for the purposes of resolving the Dispute; and

- 9.1.3 if the Dispute is not resolved at the Meeting which is attended by the mediator, the Dispute must be referred to arbitration in accordance with the Arbitration Act 1996 and conducted by a single arbitrator to be agreed on by the Owners (or failing agreement, to be appointed by the President for the time being of the Canterbury-Westland Branch of the New Zealand Law Society or the body that replaces that society).

10. No Consent

- 10.1 The Encumbrancee hereby consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land or any part of the Land, but without prejudice to the Encumbrancee's rights under this Encumbrance Instrument:
- 10.1.1 any mortgage, variation of a mortgage instrument or priority of mortgages (Section 102(4) and Section 103(3) Land Transfer Act 1952);
- 10.1.2 the registration of a lease, a lease variation instrument or the surrender of lease (Section 115(4), Section 116(7) and Section 120 Land Transfer Act 1952);
- 10.1.3 the registration of a transfer (Section 90 Land Transfer Act 1952);
- 10.1.4 the creation, variation or surrender of an easement (Section 90E(3) Land Transfer Act 1952); and
- 10.1.5 the application for deposit of a Unit Title Plan (Section 16 Unit Titles Act 2010),
- and this consent shall be deemed to be the consent of the mortgagee (which term includes Encumbrancee), as specified in the Land Transfer Act 1952, to the registration of a particular instrument specified in paragraphs 10.1.1 to 10.1.5 (inclusive).
- 10.2 The Encumbrancee shall otherwise consent to the registration of any instrument that does not prejudice the Encumbrancee's rights under this Encumbrance Instrument forthwith on request by the Encumbrancer.
- 10.3 In the event of an Owner wishing to enter into a mortgage or mortgages of a Property to have priority to this Memorandum, the Owner shall be entitled at its own cost to a Memorandum of Priority granted by the other Owners in favour of any such mortgage or mortgages provided that the Mortgagee consents to and acknowledges that it is bound by the covenants of this Memorandum for the purposes of section 105 of the Land Transfer Act 1952.

11. General

- 11.1 Nothing expressed or implied in this Encumbrance shall constitute any Owner as the partner, agent, employee or officer of, or as a joint venturer with, any other Owner and the Residents Association Manager, and no Owner shall make any contrary representation to any other person.
- 11.2 Each Owner's liability under this Encumbrance shall not be released, varied or affected in any way by any delay, extension of time or other indulgence to the Owner suffered or permitted by the other Owners and the Residents Association Manager or by any failure or neglect of the other Owners and the Residents Association Manager to enforce the rights or powers recorded in this Encumbrance.
- 11.3 A delivery of a notice under this Encumbrance is effective when:

- 11.3.1 it is placed in the mailbox at the Property of the Owner upon whom the notice is to be served (unless the requisite Owner has previously provided written notice to the other Owners and the Residents Association Manager that notices are to be sent to a different postal address, in which case the notice will be effective three working days after it is sent to that address); and/or
- 11.3.2 emailed to an Owner, with the requisite email address for that owner having previously been provided in writing to the other Owners and the Residents Association Manager with instructions that email address can be used for services of notices under this Encumbrance.
- 11.4 The Encumbrancee shall be under no obligation to enforce the terms of this Encumbrance. Further, both the originating Encumbrancee and Encumbrancer referred to on page 1 of this Encumbrance shall have no liability whatsoever under this Encumbrance.
- 11.5 The Encumbrancers jointly and severally hereby indemnify and will for the term of this Encumbrance keep indemnified the Encumbrancee in relation to matters contemplated by this Encumbrance.