

Karaka Village

Development and Document Summary

Disclaimer

This summary has been prepared as a guide only. As the development proceeds, its structure and documentation may vary. Readers should not confine themselves to the contents of this summary, but should make all necessary enquiries in order to satisfy themselves. Karaka Village Development Limited and its advisers accept no responsibility or liability whatsoever for any loss or damage arising out of or by virtue of reliance on this summary.



Contents

- 1. **Background 1**
- 2. **The Scheme 1**
- 3. **Staging 2**
- 4. **Residents' Society and Constitution 2**
- 5. **Bylaws 3**
- 6. **Water Company 3**
- 7. **Customer contract 4**
- 8. **Transfer of Assets to the Residents' Society 4**
- 9. **Land covenants 4**

- Appendix 1: Master Plan 6**

1. Background

- 1.1 The Karaka Village Development (**Development**) is to be undertaken on land at Linwood Road and Dyke Road, Karaka North. The Development will be undertaken by Karaka Village Development Limited (**Developer**). The following summary is intended to assist stakeholders including Environmental Protection Authority, Auckland Council and other consultants in their understanding of the structure of the Development and the documentation associated with it. It is not intended to be an exhaustive or binding explanation of the Development or the nature and effect of the documentation.
- 1.2 The Development will be a comprehensive multi-stage master planned development of the land currently comprised in records of title 889910 and 889911 (**Land**). When completed, the Development will comprise approximately 820 residential lots. The Development will also include commercial property and a “Local Centre” to provide retail and commercial facilities to the community.
- 1.3 Development infrastructure (including roads, stormwater, wastewater and water) will be constructed by the Developer. Some infrastructure, roads and stormwater services, will vest in Auckland Council. Water and wastewater services will be owned and operated by the community.
- 1.4 Purchasers will be required to build in a manner consistent with an overall scheme for the Development and must comply with design guidelines and landscape controls prepared by the Developer. Compliance with the design guidelines and landscape controls is expected to create and maintain high standards of design and utility for the Development.
- 1.5 All lot owners will be required to join and, while they remain owners of a lot or lots in the Development, remain members of a residents’ society. Details of the society are summarised in section 4 below.
- 1.6 Each lot will be subject to covenants which are intended to control the development process to and to ensure that the communal amenities including the water services are maintained. Those controls include:
- 1.6.1 a covenant to remain a member of the society, comply with its rules and pay all levies required to fund its activities.
 - 1.6.2 a no-objection covenant in favour of the Developer to prevent any objection to the undertaking and completion of the Development.
- 1.7 The Developer’s intention is to create a vibrant, tidy and safe community in which residents and occupiers can enjoy the amenity of a rural village environment.

2. The Scheme

- 2.1 A preliminary Master Plan of the Development is attached in Appendix 1. The plan is in draft and is subject to change as the Developer further refines its plans for the Development including through the consenting process.
-

3. Staging

- 3.1 The Development will be undertaken in stages. The Development staging and structure may be adjusted and refined as the Development proceeds. It is important for the Developer to preserve flexibility with the staging to enable it to meet the requirements of the various stakeholders such as purchasers, Auckland Council and the surrounding community.
-

4. Residents' Society and Constitution

- 4.1 All lot owners must become members of a residents' society on acquiring their properties and must maintain that membership while they are owners.
- 4.2 The residents' society will be an incorporated society under the Incorporated Societies Act 1908 (soon to be replaced by a new Incorporated Societies Act).
- 4.3 The society will be incorporated using initial nominee members and this will occur before the deposit of the subdivision plan for the first stage. As the first sites are transferred to purchasers those purchasers will become members and replace the nominee members.
- 4.4 The residents' society will be responsible for:
- 4.4.1 owning, maintaining, operating and regulating the use of communal facilities;
 - 4.4.2 making and enforcing design guidelines and landscape controls;
 - 4.4.3 owning, maintaining and operating water and wastewater services;
 - 4.4.4 levying members for the purpose of meeting the objects of the society.
- 4.5 The society's rules are contained in its Constitution under which:
- 4.5.1 the society is controlled by a committee. Initially the committee is appointed by a controlling member associated with the Developer. Once the Development is complete the society's members will elect the committee;
 - 4.5.2 the society is able to make bylaws for the benefit of the community, including its use of the communal facilities. The communal facilities include several parks and open spaces;
 - 4.5.3 the society is able to make and enforce bylaws monitoring design guidelines and landscape controls;
 - 4.5.4 the society is authorised to provide water services (either itself or through a wholly owned company) to members' properties. There is also a power to provide water services to the neighbouring land by admitting owners of that neighbouring land as members in order to receive the water services (but not any other services or benefits of membership);
 - 4.5.5 the society is empowered to levy all members to pay for all of its activities. Levies can also be raised to establish and maintain sinking funds and capital expenditure

and maintenance funds specifically for the water assets and for other communal facilities.

- 4.6 The obligation to become a member and comply with the society's rules will be secured by a land covenant (see section 9 below).
-

5. Bylaws

- 5.1 The first bylaws will be included as a schedule to the residents' society's constitution when the society is incorporated.
- 5.2 Development guidelines and landscape controls will be included in the first bylaws and a design review board will be appointed by the society to monitor compliance with the design guidelines and landscape controls.
- 5.3 All owners will be required to submit building plans to the design review board for approval and must complete their dwellings and landscaping in accordance with the approved plans.
- 5.4 The bylaws (and the rules in the constitution) limit development of each property to one dwelling. This limitation is secured by a land covenant against each title (refer section 9).
- 5.5 The bylaws also include rules
- 5.5.1 for the control and use of the communal facilities, particularly the parks and open spaces; and
 - 5.5.2 governing behaviour of owners and their guests in the Development, pets, security, noise, etc.
- 5.6 The bylaws require each member to procure the member's water services from the society (or the society's water company) and to enter into a customer contract if the water company requires it.
-

6. Water Company

- 6.1 To separate the responsibility for operating and maintaining the water services from its other activities the society will establish a subsidiary company (**Water Co**). This will be done as soon as the society is incorporated.
- 6.2 The Water Co will provide water services to members and will be responsible for compliance with the Health Act 1956 and, when it comes into force, the new Water Services Act.
- 6.3 The Water Co will have a separate board and the society is empowered to remunerate the board members.
- 6.4 The Water Co must engage a suitably qualified and experienced manager to operate, maintain and repair the water assets and provide the water services to members.

- 6.5 Annual operating budgets and rolling ten year capital expenditure budgets must be prepared by the Water Co to enable the society to raise sufficient levies including:
- 6.5.1 the Developer's levy which effectively subsidises the cost of the water services during the first five years of the Development; and
 - 6.5.2 levies for sinking funds and CAPEX and maintenance funds.
-

7. Customer contract

- 7.1 Each owner will be required to enter into a customer contract with Water Co for the supply of water services (potable water and wastewater) to the owner's property.
- 7.2 The price which Water Co is able to charge for the water services is capped at the corresponding price charged in metropolitan Auckland by Water Care or its successor.
- 7.3 The customer contract contains provisions similar to those included in Water Care's customer contracts.
-

8. Transfer of Assets to the Residents' Society

- 8.1 As soon as the residents' society is incorporated and before the deposit of the subdivision plan for the first stage, the society will enter into deeds with the Developer for the transfer of the communal facilities (including the water assets) to the society.
- 8.2 Separate deeds will be entered into for the water assets (the potable water network and infrastructure and the wastewater network and infrastructure) and for the communal facilities (primarily parks and open spaces).
- 8.3 Each deed will provide for the transfer of the relevant infrastructure or assets in stages as they are required for each relevant stage of the Development.
- 8.4 The society is not required to pay for the assets but the Developer is allowed to access them to carry out upgrades and additions after they have been transferred.
-

9. Land covenants

- 9.1 Each title will be subject to registered land covenants.
- 9.2 There will be covenants in favour of the residents' society:
- 9.2.1 to become and remain a member, to comply with the society's rules and to pay all levies when due; and
 - 9.2.2 not to subdivide the member's lot or to build more than one dwelling.

- 9.3 In addition there will be a covenant in favour of the Developer not to object to any aspect of the Development (to enable the Development to be completed) and not to subdivide the member's lot or build more than one dwelling. The covenant in favour of the Developer expires on completion of the Development or after 15 years, whichever is the earlier.

Appendix 1: Master Plan



LEGEND

- Fixed street locations
- Flexible secondary street location
- Existing treed avenue
- Continuation of treed avenue
- Village square
- Focal point
- Village green
- P Neighbourhood park
- RCA Rural Character Area: farmland fenced for grazing / recreation
- RAA Rural Amenity Area: farmland fenced for grazing / recreation
- BSG Biodiversity / stormwater / grazing areas
- SEA Significant Ecological Areas
- SWD Indicative storm water device
- Circus
- Green buffer, no access to Linwood Road
- Permanent stream
- Intermittent stream
- 1a Section size: 150m²+
- 1b Section size: 180m²+
- 2 Section size: 300m²+
- 3 Section size: 400m²+
- 4 Section size: 600m²+
- 5 Section size: 1300m²+
- Village centre
- Section size: 180m²+ or village centre expansion
- C Commercial / community venue
- F Retained farm building
- E Early childhood centre
- Site boundary
- 5m maximum height

NOTES:

- Yield of up to 850 dwellings
- Access points to Village Centre and other design criteria indicated on detailed Village Centre drawing