

# TODD & WALKER **law**

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TODD & WALKER Law are a boutique law firm in Queenstown, providing clients with experienced, valued, pragmatic legal advice. We regularly act for clients who are purchasing properties in subdivisions and developments in the Queenstown Lakes Region, so we are familiar with the various complex agreements such as this one. For more information about our team and services, go to [www.toddandwalker.com](http://www.toddandwalker.com), or see our facebook page <https://www.facebook.com/toddandwalker>.

## BRIDESDALE FARM

### SUMMARY OF AGREEMENT FOR SALE AND PURCHASE

#### HOME LOTS

There are approximately 137 home lots to be provided. In purchasing a home lot, purchasers will be required to nominate which design of the Bridesdale Farm homes they wish to acquire. There are nine separate designs but only a number of the same are allowed to be constructed on specific allotments.

A summary of the terms of the Agreement for Sale and Purchase are as follows:

1. The purchase price is deemed to be inclusive of GST (if any).
2. A deposit of 10% is payable within three days of signing the agreement. If it is not paid within such time, then the vendor can give notice requiring the same to be paid within a further three days and, if not paid within that time, the agreement can be cancelled. The deposit is paid to the vendor's solicitor who must hold it as stakeholder until the agreement is completed.
3. The vendor has up to three years to obtain title to the property. While this period may seem generous, it is assumed any developer will wish to complete the development in the shortest possible time so that they can have access to the full purchase price. Indeed I have been advised titles should be available within a year. Again however we cannot rely on such advice and must be guided by the terms of the agreement. If they do not provide title within three years you have the right to cancel the agreement.
4. The agreement is conditional upon the vendor obtaining all necessary consents for the development, obtaining a minimum, but unspecified number of sales, and being satisfied that the development is economically feasible.
5. The agreement makes it clear that the design of the subdivision may be changed by the developer.
6. In acquiring an allotment the purchaser also acquires what is known as a "garden allotment". If, for any reason, the garden allotments cannot be consented, then the agreement provides that the purchase price will be reduced by a maximum sum of \$10,000.00. Again I have been verbally advised that Council has consented the Garden Lots.

7. If there is any change in the area of a nominated allotment, then the following shall occur:
  - (a) where any change reduces the size of an allotment up to 7.5% then there will be no adjustment to the purchase price;
  - (b) where there is a reduction between 7.5% and 10% of the original area, then compensation will be payable based on the square metre rate originally paid;
  - (c) where the area reduced is in excess of 10% of the original size, the purchaser may cancel the agreement but not be entitled to any compensation other than the refund of the deposit paid;
  - (d) there are no adjustments provided for in terms of any variation in the areas for the garden allotments;
8. The agreement specifically provides that the vendor may grant any easements, encumbrances and consent notices required by it to complete the subdivision.
9. The vendor can make any adjustments or variations to the home designs or design controls referred to in the agreement.
10. The vendor may lay any pipes, cables (under or above ground) and provide any access ways over and above those shown on the indicative plan of subdivision attached to the agreement. Inevitably Councils require all cables to be laid underground.
11. The vendor may impose height restrictions or further design covenants to protect purchasers' interests.
12. The vendor may excavate, re-contour, lower and/or fill any of the sites.
13. The vendor may amend the layout of roads and reserves shown on the plan.
14. In respect of any of the above, there is to be no liability for any damages or compensation payable for any such changes.
15. No warranty is provided that any facilities and/or reserves and/or access indicated on the plans are to be provided and they are deemed to be indicative only.
16. There is no warranty given as to when titles may be available.
17. The purchaser has no right to caveat the titles.
18. The vendor has complete control to ensure a modern, high quality and design development is provided.
19. The home schedule and design controls are subject to Council's approval and may be varied by the vendor.
20. The purchaser must comply with all design controls.
21. If a purchaser is found to be in breach of any design controls then they may be required to pay 10% of the purchase price or the then capital value of the Lot (whichever is the higher) for every year that the breach continues.
22. Purchasers are alerted to the fact that they are buying subject to restrictions as to the type of dwelling that they can construct and the design controls.
23. Purchasers will not be able to object to any application the vendors make for any resource consent

for any development of the site and, if called upon to do so, are required to give their written approval in respect of any resource consent or other planning approval.

24. No "For Sale" signs are allowed to be erected on any of the allotments until such time as payment has been made in full for the lot.
25. In terms of the garden lots, no services are to be provided to the same other than for non-potable water.
26. Settlement is required within 10 working days after the purchaser is advised that title is available.
27. If you wish to on-sell an allotment prior to settlement and payment being made in full, you can only do so with the written approval of the vendor.

## **DESIGN GUIDELINES**

The design guidelines are to be managed and controlled by Bridesdale Farm or persons appointed by it. Once Bridesdale Farm has disposed of all its allotments in the subdivision then it is anticipated that the design guideline controls will be assigned to a Residents Association. A summary of these includes:

1. You are required to build to plans approved to individual allotments. You cannot change the external appearance, including windows/doors/materials/orientation and/or fencing.
2. You are required to undertake landscaping as has been approved for the allotment.
3. No satellite dishes are to be visible from the road.
4. Owners are required to construct their own driveways and the same must be constructed in concrete. This is an additional sum to the price paid for the dwelling.
5. Purchasers have 12 months to complete the dwelling from commencement of construction.
6. On completion of construction of the dwelling Bridesdale Farm will check the same to make sure that the same complies with the design and, if it does not, then they can require the purchaser to complete any works required to ensure full compliance with the design. If such work is not completed by the purchaser, then Bridesdale Farm may complete them and charge the purchaser.
7. In terms of the garden lots, there is to be no fencing allowed other than post and wire traditional rural fencing.
8. Nothing is to be stored outside.
9. Only approved buildings can be constructed on the site of the maximum size of 40m<sup>2</sup>.
10. Any buildings in the garden lots must be completed within six months of the commencement of construction.
11. Generally, guidelines may be waived, varied or altered by Bridesdale Farm.
12. Bridesdale Farm can charge fees for any approvals required by it, other than for the initial approvals.

## LAND COVENANT

When the titles issue, there shall be land covenants registered against the titles which require compliance with the following:

1. You must comply with all rules established for the development.
2. There is to be no occupation of dwellings until Code Compliance Certificates are issued.
3. Each house is to have a minimum of 2m<sup>2</sup> of solar panels generating electricity.
4. There are to be no trees planted that exceed 7.5 metres in height and no hedges within two metres of a boundary that exceed 1.8 metres in height.
5. In respect of the design own home lots the following apply:
  - (a) plans must be approved by Bridesdale Farm;
  - (b) no changes are to be undertaken to the plans once approved.
6. In respect of design, fencing and landscaping:
  - (c) no alterations are to be made without the prior approval of Bridesdale Farm;
  - (d) no fencing to the roads reserves or open space of greater than 1 metre in height.
7. There is a restriction on species of certain trees above 1.8 metres in height.
8. No accessory buildings above 3.5 metres in height are to be built.
9. There is to be parking for two cars per allotment – at least one of which is to be inside a garage.
10. In respect of the Bridesdale Farm home lots, the restrictions in respect to the design are to be in place for 15 years.
11. There are to be no sheds or accessory buildings.
12. There is to be no change to the exterior.
13. All landscaping is to be completed and maintained.
14. On completion of the dwelling you have 60 days to remedy any defect identified by Bridesdale Farm or Bridesdale Farm can complete the same at your cost.
15. There shall be no use of houses for trade, industry or commercial use, other than what the District Plan allows in respect of a home occupation and /or a bed and breakfast operation.
16. There will be no use of any garden lot for any form of accommodation.
17. You have 12 months to complete a dwelling from the date of commencement and all landscaping must be completed within two months of completion of the dwelling.
18. You cannot use a house or garden lot for a cattery/piggery or boarding kennels or for the breeding of dogs or cats.

19. There is to be no parking of trucks or large commercial vehicles within any property within the development.
20. There is to be no relocatable buildings constructed on garden lots.
21. Any gas cylinders and washing lines are to be screened.
22. There will be an ongoing obligation that you will not object to any development that the vendor undertakes in terms of Bridesdale and you will be required to give your written approval if called upon to do so.
23. At no time can the vendor, while it is the owner of an adjoining Lot, be held responsible for the cost of fencing any boundary.

Again, we stress that the above is purely a summary of the specific terms of the agreement, design controls and covenants. Purchasers should read the agreements in full as, upon signing, it will constitute an unconditional and binding agreement.

*Should you have any queries concerning the terms of the agreement you should not hesitate to contact us as follows:*

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