

JACK'S POINT

SUMMARY OF LAND COVENANTS AND DESIGN CONTROLS

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, or see our facebook page <https://www.facebook.com/toddandwalker>.

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Like most of the developments we are seeing in the Queenstown Lakes region, sections at Jack's point are subject to design controls and restrictive land covenants, which restrict the way an owner can build their home, and use their property. The intention of the developers in imposing these restrictions is to create a community where the buildings uphold the character and value of the whole development and blend into the natural landscape.

It is important for prospective purchasers to fully understand these covenants to ensure that they fit with the purchasers intended use of the property. As there are now various vendors of Jack's Point property, each agreement for sale & purchase will be different. This summary discusses the various restrictions contained in the land covenants and easements which are registered on the titles at Jack's Point, and generally apply to all properties.

1. Queenstown Airport have an easement over the Jack's Point development land which prohibits land owners from objecting to any operations of Queenstown airport. The easement acknowledges the airport's submission to the council to allow the airport to operate 24 hours a day. Purchasers at Jack's Point will have no ability to object to this.
2. Purchasers will not be able to object to any application the developers or the Residents Society 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. This also applied to the following sites:
 - a. the Remarkables Park zone (shopping centre) owned by Remarkable Park Limited which is part of the proposed QLDC District Plan;
 - b. Remarkables Station;
 - c. the neighbouring Hanley Downs development.
3. There is an easement registered on all titles, in favour of Jack's Point Limited and the Jacks Point Residents and Owners Association Incorporated. In summary:
 - a. Property owners are required to join and remain a member of the Jack's Point Owners & Resident's Society. Owners are required to pay levies annually. The agent should be able to provide you with information on the proposed annual levies.
 - b. Owners must comply with the Development Controls and the Design Guidelines which are subject to change at the discretion of the Resident's Society.
 - c. Owners must not commence building without the written consent of the Design Review Board and cannot make any changes to their proposed building plans without written consent.

- d. Owners cannot make future alterations or additions without the consent of the Design Review Board (currently the developers, but will be part of the Residents society going forward).
 - e. Owners cannot occupy a building without first obtaining a Code Compliance Certificate. Any building contract should reflect this, so that your settlement date is the date of issue of a code compliance certificate.
 - f. No solid fuel or open fires are permitted, except for specific low emission types.
4. There are various height restrictions that apply to protect purchasers' interests, and should be investigated for each property.
 5. There is no ability to further subdivide the lots.
 6. Property owners have 12 months from "breaking ground" in which to complete the build of their house, and three months from completion of the house to complete the landscaping. Always check if landscaping is included in your build price for any contract, as this can be costly.
 7. Jack's Point have adopted a private utilities scheme, which means that services such as water, wastewater and sewage are all maintained by the residents association, not by QLDC. What this means for purchasers is that instead of paying land rates to QLDC for these services, rates will be payable to the Residents Association for their use of these services. Property owners will also have to meet the cost of installing a water metre on their property.
 8. Some properties require the owner to install and maintain specific sewage tanks in specific areas.
 9. Owners must obtain written consent to any proposed purchaser from the Residents association when selling their property.
 10. 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, which may be varied by the developers/Residents' Society. These are extensive, and very specific controls. They are managed and controlled by the Residents' Society, who will charge fees for any approvals required by it, including initial approvals, if not already covered by the Vendor.

Again, we stress that the above is purely a summary of the covenants that we are seeing on the Jack's Point sections and Purchasers should read the agreements in full as, upon signing, it will constitute a binding agreement.

If you are considering making an offer on a section or home at Jack's Point we strongly recommend seeing a solicitor prior to signing an agreement. If you would like us to act on your behalf, please do not hesitate to contact us:

Graeme Todd graeme@toddandwalker.com
 Pip Roberts pip@toddandwalker.com
 Andrea Gilbert andrea@toddandwalker.com