



5. If the builder does not comply with the Construction Phase Manual and does not comply with any requisitions set out in a written notice by the Developer to the Builder, within the time limits stated in that notice, then the Developer may use the Bond (plus interest) to meet those requisitions. Any costs in excess of the Bond will be recoverable by the Developer against the Builder in summary of judgement as a liquidated debt.
  
6. Any dispute with respect to any terms or matters touched on by this agreement shall be referred to an Expert for final determination (and not to Arbitration). Such Expert will be appointed by the President for the time being of the Master Builders Association and the Expert's costs will be paid by either or both parties as he directs. The parties agree to be bound by his decision.

**SCHEDULE:**

1. **Legal Description:** Lot \_\_\_\_\_ on the attached Plan.
  
2. **Lot Owner:** \_\_\_\_\_
  
3. **The Builder:** \_\_\_\_\_

**Signatures:**

Signed for and on behalf of the Developer by )  
 ) .....  
 ) (Signature)  
 .....  
 (Full Name)

Signed for and on behalf of the Builder by )  
 ) .....  
 ) (Signature)  
 .....  
 (Full Name)

# CHECKLIST BEFORE SUBMITTING

- I have read the Marlborough Ridge Covenants and the plans meet the Covenants.
- I have read the Marlborough Ridge Construction Guidelines Manual and understand all conditions.
- I understand that the building company is responsible for all movements of deliveries to the site and that any damage that may be done to road berms, curbs, footpaths and vehicle entrances are the responsibility of the building company. If a 3<sup>rd</sup> party delivers goods which damages any of these areas then it is the building companies' responsibility to follow up and claim any monies for damages.
- I understand that trades vehicles associated with this build should use street parking or this designated lot for parking and that parking is not permitted on neighbouring sections.
- I understand that Trades Vehicles must not park on road berms.
- I understand that vehicle crossings may not be moved or changed in any way without the complete authority of DeLuxe Property Group

## **Plans to submit to DeLuxe Property Group includes – Profiles from each direction**

- Plan showing how the house sits on the section
- Floor Plan – The total floor area is
  - o \_\_\_\_\_ sqm

## **The exterior cladding proposed is –**

- Cladding 1 \_\_\_\_\_ Colour: \_\_\_\_\_
- Cladding 2 \_\_\_\_\_ Colour: \_\_\_\_\_
- Cladding 3 \_\_\_\_\_ Colour: \_\_\_\_\_
- Garage Door \_\_\_\_\_ Colour: \_\_\_\_\_
- Roof Type \_\_\_\_\_ Colour: \_\_\_\_\_
- Joinery \_\_\_\_\_ Colour: \_\_\_\_\_
- Facia/ Gutter \_\_\_\_\_ Colour: \_\_\_\_\_

## **Fencing - Side Boundary fences**

- I understand that no side boundary fence may be built further forward than the front of the house unless a front fence is being constructed.
- Materials to be used \_\_\_\_\_ Colour: \_\_\_\_\_

## **Front Fence is Proposed Yes / No**

- I understand that if a front fence is proposed then a detailed plan, sketch or photo of a similar front fence must be submitted to the DeLuxe Property Group for approval.
- This front fence must be setback from the front boundary a minimum of 300mm to allow for 25% planting.

**Landscaping**            Yes / No – We know what is planned now

If a Landscape plan or sketch is available then please submit this now. Otherwise the owner may submit at a later stage. DeLuxe Property Group is only interested in the landscaping which can be seen from the road.

**Driveway Surface will be:** \_\_\_\_\_

DeLuxe Property Group

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Bank Details for Bond

02-0600-0004814-067



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