

Rose Manor

MARLBOROUGH

A tradition of creating neighbourhoods to love

CONSTRUCTION BOND AGREEMENT AND CHECKLIST

This agreement is dated the day of 20

PARTIES: DeLuxe Property Group Limited at Blenheim (*“the Developer”*); and
The Builder named in the attached Schedule (*“the Builder”*)

AGREEMENT TERMS:

1. The builder has been conditionally contracted to build a house on the Lot for the purchaser set out below and according to plans, specifications and landscape designs which the Developer has yet to approve (the *“Approval”*)
2. In consideration of that approval actually being given, the Builder agrees to carry out all its work on the Lot according to the process set out in the Developer’s Construction Guidelines Manual (the *“Construction Guideline Manual”*). This is in order to maintain a consistent quality standard and degree of co-operation with respect to the Rose Manor Subdivision.
3. The Builder will pay a cash bond of \$1,000.00 (*“the Bond”*) to the Developer before plans are approved and signed off. This will be repayable when the house is completed and the Developer has confirmed that the Builder has complied with the Construction Guideline Manual.
4. Pending repayment, the Developer will lodge the bond in a Trust Account in the name of DeLuxe Property Group Limited.
5. If the builder does not comply with the Construction Guideline 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 local Masters Builder Association and the expert's costs will be paid by either or both parties as they direct. The parties agree to be bound by this decision.

SCHEDULE:

1. **Legal Description:** Lot _____ on the attached Plan.
2. **Land Owner:** _____ **Mobile No:** _____
3. **The Builder:** _____ **Mobile No:** _____
4. **Bond has been Paid** Yes / No **Invoice Required** Yes / No

Bank Details: DeLuxe Property Group **Account:** 02-0600-0004814-067 **Ref:** BOND Lot ..

SIGNATURES:

Signed for and on behalf of the **Developer** by

Signed for and on behalf of the **Builder** by

Signature:

Signature:

Name:

Name:

**** SEE THE PAGE 3 CHECKLIST BEFORE SUBMITTING**



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CHECKLIST BEFORE SUBMITTING

- ☐ I have read the Rose Manor Covenants and the plans meet the Covenants.
- ☐ I have read the Rose Manor 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 3rd 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
- ☐ Floor Plan – The total floor area is
- ☐ Plan showing how the house sits on the section
- ☐ _____ 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 50% 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: _____