

# Rose Manor

MARLBOROUGH

A tradition of creating neighbourhoods to love

## Construction Guideline Manual – Stages 1 - 9

### Construction Guidelines and Controls

#### The Vision & Concept

Welcome to Rose Manor. DeLuxe Property Group is committed to constructing yet another superior subdivision with style.

This development is planned and designed with an “English Landscape” yet modern in design. We have deliberately stayed away from some materials which will date and have focused our attention to detail for the longer term.

It is important that everyone involved in this project understands and commits to the overriding policy that at all times the total site is our best marketing tool and that marketing requirements will take precedents over construction requirements.

We seek the support of every owner and contracted builder to support our efforts in controlling all the site activities and ask that they take an active role in controlling all staff and sub contractors who will be working in and around the subdivision. We believe these requirements are necessary to achieve a high standard of professionalism and market presence, which in turn will increase the value of the completed home and enhance the market profile of the builder as one of excellence and show in a positive way that “Rose Manor” is setting new standards in Marlborough. This Construction Guideline Manual is to be distributed to all sub-contractors and their employees so that people working on the site are aware of their own obligations under this Agreement.

#### 1. Health and Safety Policy

It is a requirement that each building company and sub contractor, maintain an effective Health and Safety policy for work carried out within the Rose Manor development.

#### 2. Services Provided to the Boundary of Each Lot

- Power
- Telephone
- Storm Water
- Sewer

- Water

Details of each of these services may be obtained from the appropriate service provider in the normal manner.

### **3. Site Security During Development**

Individual site security is the responsibility of each contracted builder.

### **4. Site Access**

Before commencing any work on-site the builder shall create a protection for the kerb and channelling and vehicle crossing so this does not get damaged. In the event of any damage occurring full replacement will be required at the builder's cost.

At the completion of the building and during the landscaping and laying of paths the builder shall reinstate the new footpath and berm crossing to the required standard should it be damaged. Vehicle crossings in this development will be exposed aggregate concrete.

### **5. Builder's site sheds**

All builders' site sheds shall be placed within the building lot.

### **6. Loading, unloading and storage of materials during construction**

All loading, unloading, delivery and storage of materials shall take place within the building site using the access way to that Lot.

**No unloading of materials is permitted onto the footpath or berm areas.**

### **7. Parking of tradespeople's, delivery and sub-contractors vehicles**

All vehicles whether they are belonging to contractors, tradespeople or delivery must either be parked inside the lot area or parked in designated parks within the road area or designated parking bays. No vehicle that deposits oils or other damaging materials should be parked on the street. Any damage caused, due to such a vehicle being parked within the Rose Manor subdivision, the owner will be required to compensate for the damage.

**There shall be no parking on the verges, road berms or adjacent vacant lots.**

### **8. Toilet Facilities**

Appropriate toilet facilities in the form of port-a-loo etc are to be sited within the building lot.

### **9. No Animal Policy**

No animals of any kind are permitted on the building sites, or within the confines of the development, by builders, contractors, sub contractors or sub trades, during construction.

## **10. Rubbish and Rubbish Removal**

Appropriate rubbish skips shall be maintained within the site for all site rubbish and shall be cleared at regular intervals.

At no time shall rubbish be permitted to blow outside of the building site or be permitted to cause an unsightly mess. Should any such rubbish blow off the site then it is the builder's responsibility to make sure it is retrieved and placed in the skip.

## **11. Wash down and cleaning of vehicles spillages etc**

Washing down of any vehicle is not permitted outside of the building lot.

The cost of repairing any scuffing or road surface damage will be recovered from the offending building company via their owner's building contract bond.

All spillages of any materials must be removed immediately from the road reserve areas (footpaths, berms and roads). The cost of repairing any resultant damage will be recovered from the offending building company via the owner's building contract bond.

## **12. Signage and Street / Lot Number**

No sign shall be erected without the express approval of the developer. However notwithstanding this clause a single building company sign may be erected along with the street number and/or lot number. Standard health and safety signs may also be erected to comply with the various regulations. These signs should be of a good quality.

No contractors, sub-contractors, sub-trade or consultant's signs will be permitted without specific approval.

Each approved sign must be kept in good condition and the area directly around the sign should be sprayed so that mowing contractors do not have difficulty mowing around the sign.

Damaged signs must be removed within 48 hours of the damage / or notice.

## **13. Owner's Building Contract Bond**

Approved builders are required to provide a \$1,000.00 bond prior to Plans being approved by the Architectural Committee and prior to being lodged with the Marlborough District Council. This bond is required as part of the building contract, to ensure builders and sub-contractors meet all the required conditions of building in "Rose Manor".

Owners/ Builders will be responsible for inspecting footpaths, curbs, parking bays, driveways and berms before occupying the site ready for construction. Any damage must be photographed and reported to DeLuxe Property Group in advance of occupation. If this is not reported then it will be deemed that this damage has occurred during occupation and not prior to occupation and the Builder will be responsible for remediation. If the Builder does not remediate that damage then the Developer may use Bond funds to have this repaired. The Builder is also responsible for all sub-contractors, workers vehicles and delivery vehicles to

the site. It will be their responsibility to receive any reimbursement from a third party should this be necessary.

This bond will be released to the builder upon completion of the building subject to a final inspection of the site. Any road berm damage, cracked concrete paths or driveways will need to be repaired before the Bond is released. Please refer to the Bond Agreement form.

#### **14. Covenants - Section**

The Covenants set out additional requirements / protections and should be read in conjunction with these building guidelines. Owners / builders will be liable for non-compliance with Covenants. *Refer to the attached Covenants for further information*

#### **15. Pre-approval of plans**

All plans are required to be approved by the developer prior to commencement of any building or structure. Plans must be approved before being lodged with the Marlborough District Council. *See the Protective Covenants for details*

#### **16. Landscaping**

*See the Protective Covenants for details*

#### **17. Satellite dishes, aerials, solar panels and other ancillary buildings**

*See the Protective Covenants for details*

#### **18. Fencing**

*See the Protective Covenants for details*

#### **19. Driveway Relocation Must be Applied for**

Sections which have a specially designed double off-street car park in front are not permitted to relocate their vehicle crossing. This car park has been especially designed to incorporate the existing vehicle crossing hence approval will not be given to relocate the vehicle crossing.

Sections that **do not** have a double off-street car park in front may request the relocation from DeLuxe Property Group and Marlborough Roads. If a request is granted then any new vehicle crossing must follow the same textures and materials used throughout the subdivision. Existing vehicle crossings must be removed and the landscape reinstated to follow the subdivision theme.

#### **20. Curfew Time Limits of Builders working on-site**

As building of homes in new residential areas can take a number of years to complete, and some dwellings may have already been occupied, a Builders Curfew will restrict the times as to when builders are able to be constructing on-site. This curfew is to protect existing residents and neighbours from noise nuisance at times which are deemed unreasonable. No construction by the builder or any subcontractor may take place within the Lot on a Sunday,

Public Holiday or between the times of 7.30pm and 7.00am during daylight saving months and 7.30pm – 7.30am during non-daylight savings months.

This Curfew does not apply to interior decorators or Trades that may be working indoors and not making a noise nuisance. Any radio or stereo playing within the building site shall be kept at a noise level that will not annoy neighbouring properties.

## 21. One Way Traffic Flow

In some of the secondary or narrower streets within the subdivision we will be keeping “Pocket Parks” located at the end of some streets open. This will be effective for around 12 – 18 months after the road construction so that building traffic flows in one direction during house construction phases. One-way traffic will make it easier for builders, sub-contractors and delivery drivers to negotiate such streets without having to do tight turns and damaging curbs, road berms, driveways and the likes. Your assistance in monitoring this will be appreciated. **Any delivery and trades vehicles operating in Stages 4 + 5 should access this stage via Rose Manor Drive and exit through the south end of Spencer Place. Spencer Place will remain open to the south until around June 2022**

## 22. Remedial Clause

The developer reserves the right:

- To request immediate correction of any or all of the above items
- To instruct other parties to correct any infringements at the expense of the approved building company should they not have been corrected within 20 working days from the given notice.
- To claim recovery of all costs associated with correction of any infringements to the above items from the bond and the balance (if any) from the building companies.

DeLuxe will have a Property Manager living onsite and doing daily inspections. If you have any questions or issues you may wish to discuss, then don't hesitate to talk with the DeLuxe representative. Your assistance and pride in keeping Rose Manor looking sharp even through the construction stage will be appreciated.

## Amendments

The Developer reserves the right to amend, alter or add to this document as the project proceeds.

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