

CONSTRUCTION BOND

THIS AGREEMENT is made on _____ day of _____ 20____

PARTIES:

- 1. **Infinity Yaldhurst Limited** ("Yaldhurst Park")
- 2. **The Lot Owner** ("Owner")
- 3. **House Builder** ("Builder")

BACKGROUND:

- A. The Owner is seeking to have a dwelling ("Building") constructed on Lot number _____ ("Lot") in Yaldhurst Park in accordance with plans, specifications, covenants and design guidelines requiring approval by Yaldhurst Park ("Building Approval").
- B. The Owner has or will appoint the Builder to commence, construct and complete the proposed building work on the Lot in accordance with the plans, specifications, covenants and design guidelines constituting Building Approval by Yaldhurst Park.
- C. Following Building Approval being given, (if given), and Yaldhurst Park allowing the Owner and Builder access to the Lot for the purpose of undertaking the Building work, the Owner and the Builder agree to carry out all Building work on the Lot fully in accordance with the Building Approval and to the process and standards required by Yaldhurst Park and the Yaldhurst Park Building Construction & Lot Development Covenants, to maintain a consistent high quality in the standard of the building work and to fully co-operate and liaise with Yaldhurst Park and others in carrying out the building work in a reasonable and responsible manner.

AGREEMENT:

- 1. The Owner and Builder agree to comply and complete construction in accordance with the Building Approval and the plans, specifications, covenants and design guidelines approved by Yaldhurst Park.
- 2. The Owner and Builder acknowledge and accept that prior to any construction works the Lot shall be fully fenced and a single construction access point shall be established (unless otherwise agreed by Yaldhurst Park).
- 3. The Owner or Builder shall as a condition of receiving Building Approval pay a cash sum of Two Thousand Dollars (\$2000.00) ("Bond") as a fund to provide for remedial or reinstatement works that may be needed as a result of the Builder's construction activities, (including any subcontractors or other parties working at the Lot or on any adjacent property). The amount of the Bond is payable to Infinity Yaldhurst Ltd. The Bond will be repayable when the building work is fully complete as approved by Yaldhurst Park and Yaldhurst Park has confirmed in writing that the Builder has complied with the Building Approval and repaired or reinstated any damage occurring through building activities approved by Yaldhurst Park.

Direct Bank a/c: 02 0948 0326603-002 Bank Reference: Name and Lot No.....

- 4. If the Owner or Builder does not comply with the Building Approval or with any related requirements arising at any time as set out in written notice by Yaldhurst Park to the Owner or Builder within the time limits stated in that notice (which must be reasonable in all the circumstances), then Yaldhurst Park may utilise the Bond to meet or remedy those defaults. Any costs in excess of the Bond incurred by Yaldhurst Park in remedying any consequence of non-compliance with the Building Approval plans, specifications, covenants and design guidelines or damage occurring through building activities will be recoverable by Yaldhurst Park against the Lot Owner or Builder in summary judgement as a liquidated debt on the basis of invoicing provided for costs involved.
- 5. The bond monies will not be refunded until the buildings on the property and the landscaping applicable to the property have been completed in accordance with the Land Covenants, Building Covenants and any Local Authority Building Consent requirements. This requirement includes completion of all remedial tidy up works to the property to a standard reasonably required by Yaldhurst Park.
- 6. Any dispute with respect to any matters relating to 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 the party or parties that the Expert directs. The parties agree to be bound by the Expert's decision or decisions.
- 7. In the event that the design approval application and bond payment are not submitted prior to the start of construction, the developer reserves the right to charge a \$250 administration fee to process the delayed development approval application.

SIGNED by the Lot Owner

SIGNED for & on behalf of Infinity
Yaldhurst Ltd

SIGNED by the House Builder

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