

BIRDWOOD ESTATE (BHOA)



1. **BUILDING CONTRACTORS CONDUCT**

Contractors are expected to conduct their operation in a legal and co-operative manner. Should the BHOA have a concern with the conduct of the Contractor, his sub-contractors or his suppliers and any of their employees, the BHOA may, if necessary consult with the Building Contractor and the Stand Owner.

2. **PRIOR TO COMMENCEMENT OF BUILDING AND HAND OVER**

Prior to building operations commencing the recording of the condition of surrounding properties, fences, manholes, roads, ie's, kerbs, pavements etc. with photographs will take place and filed in the particular Contractors/Stand file. Photo's will also take place prior to the hand over process. Any negative variances changes will have to be corrected by the Building Contractor or done for his account or deducted from the Builders Deposit held.

- 2.1. The completion approval by the BHOA includes that the site be entirely cleared of all rubble, surplus materials, and be impeccably/clean, and the verge re-instated, road and kerb stones repaired/repaved/replaced all to the satisfaction of the BHOA. Failing which the BHOA will have the site re-instated repaired to their satisfaction, any costs will be for the account of the Building Contractor and if necessary deducted from the Contractors Building Deposit held.

3. **BUILDING RUBBLE**

The building site is to be kept clean of building rubble, and regular cleaning must take place during building operations. Regular inspection will be carried out by the Estate Manager. In the event of the Building Contractor not adhering to this rule the Birdwood Home Owners Association shall be entitled to fine the offending Building Contractor.

3.1. **REFUSE**

No rubbish may be burnt or buried on site. No form of paper, cement bags, tile off cuts, ceiling boards, roof tiles, rubble or the like is to be left lying around, nor be allowed to blow off the site. The Building Contractor shall provide facilities for refuse removal and the rubbish on site which should be removed by the Building Contractor at least once a week the BHOA shall once again be entitled to fine the

offending Building Contractor

3.2. **FIRES FOR COOKING**

Fires for cooking or other purposes will not be permitted, and Contractor shall ensure approved alternative meal arrangements are made. No firewood may be collected on the Estate.

3.3. **TEMPORARY HARDCORE FILL**

Accumulation of hardcore for fill shall be neatly piled on the stand under construction or depending on accessibility etc. piled on a vacant stand bordering the stand being developed. The stand being used as such must be neatly cleaned when the fill is removed. Prior to all this happening written approval of the vacant stand owner must be produced supported by photo's taken of the stand, prior to hardcore fill being placed on the stand.

3.4. **TOILETS**

Only chemical toilets are allowed on site.

3.5. **BUILDING SITE ENCLOSURE**

All building sites will be screened by a 80% green shade netting. The height shall not exceed 1.8 meters.

4. **BUILDING MATERIALS**

Materials, which are off loaded by a supplier or Contractor, may not encroach over the sites surveyed pegs, the pavement or roadway. Where suppliers fail to adhere to this, the responsible Contractor shall move materials immediately. Any building material off loaded on the pavement is to be moved onto the building site, within 48 hours failing to do so will result in an immediate fine of R1500.00. Should it not be possible to store/park material other than on the pavement then written approval to do so should be obtained from the Estate Manager in advance of this happening.

4.1. **ROAD ETC TIDYNESS**

The Contractor is to ensure that the roads and vicinity of the house site are always kept neat and tidy, including if materials or mud or spoil is dropped onto the road or sidewalk by suppliers. The Contractor is also responsible for removal of any sand or rubble that may have washed or moved onto the road.

4.2. **MIXTURE OF CEMENT/CONCRETE**

No concrete, cement or such may be mixed or prepared on any of the roadways, and adjacent stands without written consent from the BHOA.

5. **BUILDERS HUTS**

Builders huts will only be allowed during the construction process and should be erected on the stand being developed. Only in very special circumstances will the BHOA approve the placement of a builders hut on the pavement.

6. **MOVEMENT ETC OF VEHICLES ETC**

No vehicles will be allowed to deviate from roads. No parking on recreational property will be allowed. Any vehicle contravening this rule will attract a spot fine, be liable for instant removal from site, and the Building Contractor will be liable for damage sustained. Contractor's vehicles shall not be parked or left in the road and shall be removed from the Estate at night. Vehicles with mechanical legs must use protection for possible road surface damage.

7. **DAMAGES**

The Contractor is responsible for all his sub-contractors as well as their deliveries to site, and any damages caused by his own employees sub-contractors employed by him or delivery vehicles delivering materials to his site is liable to pay for any damages that may occur on the site. These damages also include damages to kerbs, roads, plant, irrigation, and or damage to private or Estate property etc. The BHOA will have the sole discretion as to the nature, extent and value of these damages.

8. **PLASTERING BOUNDARY WALLS**

All boundary walls to be plastered on both sides i.e. internally and externally.

9. **DELIVERIES BY SUPPLIERS**

All deliveries by suppliers must take place during the following times:

Monday to Friday: 07:00 to 17:00

10. **BUILDING BOARDS**

Only one building board per site may be erected. The building boards may not be erected on the sidewalk and all boards must be removed after completion of the building operations.

11. **CONDUCT OF THE BUILDER, CONTRACTOR, SUB-CONTRACTOR AND EMPLOYEES**

The Builder, Contractor, Sub-Contractor and their employees shall not be permitted to cause any unnecessary noise or disturbance within the Estate and shall at all times consider the residents in the Estate.

12. **CONSTRUCTION PERIOD FOR BUILDINGS**

The Owner and the Contractor/Builder hereby acknowledge that in terms of the rules and regulations of the Estate, the construction period for buildings shall not exceed 9 (NINE) months.

13. **REGISTRATION WITH SECURITY**

All appointed Builders, Contractors and Sub-Contractors shall register with the Estate security prior to commencing with the construction of any house or building. See attached Security related rules.

14. **BUILDERS DEPOSIT**

All Builders / Contractors appointed by the owner of a property in the estate to erect a house or any building on their property shall pay a deposit in the amount of R25000.00 to the Managing Agents of the Estate prior to-commencing with the erection of the house or building. R 5000.00 will be retained by the HOA for a road usage fee.

In the event of the Builder / Contractor being appointed to build more than one house / building within the estate such Builder / Contractor shall pay a maximum of R25000.00 deposit.

The deposit shall be held by the Managing Agent until such time as the house / building has been completed by the appointed Builder / Contractor.

Upon completion of the building, the Builder / Contractor shall together with the Managing Agent's, site representative inspect the property to ascertain whether the Builder / Contractor has complied with his obligations in terms of the builders and contractors code of conduct.

Once the site representative confirms that the building has been completed, that

the Builder / Contractor has complied with his obligations and that there are no amounts deductible from the deposit, the Managing Agent shall refund the deposit minus the R 5000.00 road usage fee to the Builder / Contractor.

In the event of the Builder / Contractor failing to comply with his obligations in terms of the Builders and Contractors code of conduct the costs to rectify such breach by the Builder / Contractor shall be deducted from the deposit.

All interest received on the deposit shall accrue to the Home Owners Association.

15. **WORK DAYS AND TIMES**

Contractors may only enter Birdwood Estate from 7:00am and must vacate Birdwood Estate by 5:00pm. No labourers will be allowed to sleep overnight on site. No employees may remain on the house site to “guard” the building.

Contractors may negotiate with the BHOA’s appointed security company for the service required.

Weekend work (no work on Saturday, Sunday and Public holidays or during December January Builders holidays as from 01/07/2008). Only in very exceptional and deserving instances, will requests for work to be done on such days be considered by the BHOA and only if the work to be done is internally and not noisy or disruptive. Applications in this regard should be lodged with the Estate Manager the Wednesday prior to the required date of work.

16. **UNDERTAKING TO COMPLY WITH THE RULES AND REGULATIONS IMPOSED BY THE HOME OWNERS ASSOCIATION**

The Contractor and the Owner undertake to comply with the aforementioned rules and regulations and to any further controls which may be imposed by the Home Owners Association from time to time and to ensure compliance by their Sub-Contractors and employees. In the event of the Builder, Contractor, Sub-Contractor or their employees failing to comply with the rules and regulations imposed by the Home Owners Association, the Home Owners Association reserves the right to impose a fine on the offending party.

CONCLUSION

IT MUST BE CLEARLY UNDERSTOOD THAT IT IS AT THE SOLE DISCRETION OF THE BHOA TO CONSIDER/RELAX ANY OF THESE RULES AND THEN PROVIDED THE REQUEST TO DO SO REACHES THE BIRDWOOD ESTATE MANAGER AT LEAST 7 (SEVEN) DAYS PRIOR TO IMPLEMENTATION DATE.

SIGNED AT IFAFI THIS _____ DAY OF _____ 2008

NAME _____
BUILDING CONTRACTOR

NAME _____
OWNER

WITNESSES
BHOA OFFICIAL

1) _____

OTHER

2) _____