

## Construction Guidelines

Stand number:

Owner:

IMPLEMENTING DATE: JANUARY 2020

1. Contact details
2. Introduction
3. Additions and alterations
4. Estate manager
5. Project supervisor
6. Building contractor and sub-contractors
7. Supervision
8. Responsibilities
9. Legislation
10. Suspension of work
11. Disputes
12. Administrative procedures prior to construction commencement
13. Builder's deposit
14. Undesirable conduct
15. Contractor's board
16. Reporting
17. Availability of drawings
18. Adherence to approved drawings
19. Working hours
20. Security and access
21. Toilet facilities
22. Sleeping on site
23. Vehicles
24. Speed limits

25. Deliveries
26. Environmental requirements
27. Site safety
28. Neatness of site – general house keeping
29. Storage
30. Noise
31. Disposal of rubbish
32. Disposal of fill
33. Site pegs
34. Set out
35. Services
36. Fencing
37. Excavations
38. Backfill
39. Encroachment during construction
40. Street verges
41. Inspections
42. Completion Certificate
43. Occupation Certificate

#### **Annexure C1 - CONSTRUCTION AGREEMENT**

## 1. CONTACT DETAILS

Breedezicht Estate : [Website](#)

Breedezicht HOA : Rickus Scholtz Telephone number: 011 805 6316

Email : info@csimanagement.co.za

Physical Address : Building F / Third Floor  
Hertford Office Park  
90 Bekker Street  
Midrand  
1685

Estate Manager : Helen Heyns Telephone number : 082 411 4545

Email address : hhelen@mweb.co.za

Developer : Central Developments Property Group

Gerrit Brandow Telephone number : 011 315 1633

Email address : gerrit@centraldev.co.za

Aesthetic Committee : Christine Roos Architect

Christine Roos Telephone number : 071 122 7239

Email address : christine@roos.co.za

Hessequa Municipality : Physical Address Van Den Berg Street, Riversdale

Emergencies Telephone number : 028 713 2222

General switchboard Telephone number : 028 713 8000

General email Email address : info@hessequa.gov.za

Witsand office Telephone number : 028 713 7868

## **2. INTRODUCTION**

The purpose of the Breedezicht Construction Guideline is to regulate any construction related activity on a building site in order to ensure a continued quality lifestyle for other current Breedezicht Estate (“the Estate”) property owners and the owner of the stand under consideration. The rules are to be read and interpreted in conjunction with the Environmental Management Plan and other documents as published on the [Breedezicht Estate website](#).

The conditions governing construction work are contained in the Construction Guideline and constituted in terms of the Breedezicht Estate Home Owners Association (“BEHOA”). It is therefore binding on all Breedezicht Estate property owners.

The rules and requirements are applicable to the construction of all new or minor work, alterations or additions on any property contained in the Estate, with the exception of any land belonging to or managed by the Hessequa Municipality.

The Guideline rules are subject to such changes from time to time that the BEHOA in its sole discretion deems to benefit Breedezicht Estate. Such changes shall be immediately binding as soon as it is published on the [Breedezicht Estate website](#). The formulation and interpretation of the rules shall be at the sole discretion of the BEHOA and its representatives. In case of doubt or uncertainty regarding the interpretation of the rules, the Owner, Contractor or Construction Supervisor are to request clarification from the Estate Manager.

The BEHOA reserves the right to relax any of the rules in its sole discretion if justified by special circumstances and when such relaxation is not to the detriment of any other Owner or property in the Estate. Such concession shall in no way be deemed as setting a precedent or prejudice the right of the BEHOA to enforce the rules to its full extent where necessary.

## **3. ADDITIONS AND ALTERATIONS**

The rules and requirements shall be applicable to any future repairs, renovations, additions and alterations. It is the responsibility of the Owner to manage and oversee adherence.

Any additions and/or alterations that alter the exterior appearance of the buildings and site, shall be approved and managed as described in the Architectural and Construction guidelines.

## **4. ESTATE MANAGER**

The BEHOA has appointed an Estate Manager with the mandate to represent the common interests of both the property owners and Developer and to implement the rules and objectives stated in the BEHOA Articles of Association, the Architectural Guideline and the Construction Guidelines.

The Estate Manager or Aesthetic Committee may, in their sole discretion, demand that inferior, defective or non-compliant work be replaced, rectified or demolished within a set period. Such instruction must be made in writing and the Owner, Project Supervisor or Building Contractor must sign receipt of a hard copy thereof.

The Estate Manager may defer any questions or issues to the Breedezicht Aesthetic Committee for clarification or recommendation.

## **5. PROJECT SUPERVISOR**

It is recommended that the Owner employs a professional (architect, engineer, QS or construction) project manager to supervise and ensure quality construction. Such representative of the Owner shall assist in ensuring that the construction rules are enforced for the duration of the building period.

## **6. BUILDING CONTRACTOR AND SUB-CONTRACTORS**

Only MBA and NHBRC registered building contractors will be allowed to take possession of a site within the Estate. The BEHOA reserve the right to refuse acceptance of a Building Contractor to perform work on the Estate. The BEHOA decision is final and binding. On request, the Owner may request the BEHOA to motivate its decision.

Prior to the commencement of construction, the Owner shall provide the Estate Manager with the particulars of the Main Contractor and sub-contractors. Acceptance of a Building Contractor, any sub-contractor or supplier on site, does not in any way constitute any certification of competence by the BEHOA.

The Main Contractor and sub-contractors shall be familiar with the rules in the Architectural and Construction Guidelines and comply with all requirements.

The Building Contractor will be held accountable for the actions and behaviour of all subcontractors and delivery personnel. The Building Contractor must ensure that all persons associated with this building site is familiar and adheres to the rules of the Construction Guideline.

In the case where an Owner is also the Main Contractor, all functions and responsibilities of both Owner and the Main Contractor will resort to the Owner Builder.

## **7. SUPERVISION**

The Building Contractor is to ensure that a responsible person is on site at all times to control and oversee all building activities for the duration of the building period. Such a Site Foreman has to be available on site at all times during building hours to receive deliveries, supplies and documentation.

## **8. RESPONSIBILITIES**

The Owner is obliged to ensure that the Building Contractor and sub-contractors are aware of these conditions and comply with the requirements. The Owner and Contractor shall be jointly and separately liable for compliance with the rules.

The Contractor is responsible for the activities of his sub-contractors and suppliers. He is expected to have competent supervision on site at all times and that the supervisor will have sufficient authority to control any individual on site or in the Estate en route to the site.

## **9. LEGISLATION**

The rules and requirement specified in the Construction Guideline do not replace or overrule any relevant building contracts, laws, regulations or bylaws. Such legislation must at all times still be

adhered to. Should any aspect be in conflict with a rule in the Architectural Guideline or in the Construction Guideline, the Estate rule must be disregarded and the matter brought to the attention of the Estate Manager.

## **10. SUSPENSION OF WORK**

If work commences prior to building plans being approved by the Hessequa Municipality, the Estate Manager will order work to be stopped until such time as building plans have been approved.

The Estate Manager further has the right to suspend any building activity that contravenes any of the rules. The BEHOA, as represented by the Estate Manager, accepts no liability whatsoever for any losses or damages sustained by the Owner, Building Contractor or any related party as a result of such suspension.

Such instruction must be made in writing and the Owner, Project Supervisor or Building Contractor must sign receipt of a hard copy thereof.

## **11. DISPUTES**

The Owner or Building Contractor may within 10 days after receiving an instruction, notice or report from the Estate Manager or any of the BEHOA representatives, declare a dispute. The matter will be referred to the Developer or the Aesthetic Committee Architect for a final decision, which will be binding on all parties.

Should the Owner or BEHOA request the services of any external party or the Aesthetic Committee Architect on site or otherwise, in respect of matters arising from any application, request, query or concern relating to the development of a stand, the cost shall be charged to the Owner, unless expressly agreed otherwise and in advance.

## **12. ADMINISTRATIVE PROCEDURES PRIOR TO CONSTRUCTION COMMENCEMENT**

Prior to any deliveries of building material or commencement of any work on site, the following must be in place:

- a) The Estate Manager must be informed of the Owner's intent to commence with construction.
- b) Application must be made to the Hessequa Municipality for the installation of water and electricity connections and the services must be available.
- c) A completed and signed Construction Agreement (Annexure C1) must be emailed to the Estate Manager.
- d) The Building Contractor must be in possession of building plans as approved by the Hessequa Municipality.
- e) The Building Contractor must provide the Estate Manager with proof of NHBC registration.

f) Should any encroachments of the erf boundaries for the storage of materials, excavations, etc. be anticipated, the Estate Manager is to be provided with written proof of agreement between the Owner and the owner of the relevant property.

g) The Builder's Deposit must be paid and proof of payment sent to the Estate Manager.

### **13. BUILDER'S DEPOSIT**

#### 13.1 Purpose

A R5 775.00 Builder's Deposit must be paid by the Building Contractor to the BEHOA prior to the commencement of site establishment. The purpose of the Builder's Deposit is to reclaim costs in respect of:

- Any possible damage to services, roads, private or communal property during construction, and
- Any expenses caused to the BEHOA through actions or omissions of the Building Contractor, such as the removal of rubble, etc.

#### **Bredezicht HOA banking details**

Account holder: BRZ Estate CSI Property Management

Bank: Standard Bank

Branch code: 019205

Account number: 421 032 146

Reference: BRDE +(Stand number)+ Deposit

Proof of payment is to be emailed to: [info@csimanagement.co.za](mailto:info@csimanagement.co.za)

#### 13.2 Management

On completion of construction, the Estate Manager will inspect the works and confirm that the completed construction and associated site development conforms to the approved building plans.

On BEHOA confirmation of the works complying with the Estate guidelines and presentation of the Occupation Certificate from the Municipality, the Estate Manager will assess any repairs to property and/or service of the BEHOA or other home owners and the actual and/or estimated cost thereof. The assessment of the Estate Manager must be reasonable and will be final and binding on the Owner and Building Contractor. The Estate Manager may be requested to substantiate the estimate with quotations or it shall be quantified by a suitably qualified professional.

No other fees such as overdue levies may be deducted from the Builder's Deposit.

After deduction of any moneys so due, the deposit or the balance thereof shall be repaid to the Owner or Building Contractor (as nominated in the Construction Agreement (Annexure C1)). No

interest will be due.

In the case where the deposit is less than the damages claim, the BEHOA shall claim the balance from the Owner. The Estate Manager may in such case require payment of the balance within 30 days from the Owner, failing which the Building Contractor may be refused access into the estate.

#### **14. UNDESIRABLE CONDUCT**

Should the BEHOA not be satisfied with the conduct of any of the Main Contractor, sub-contractors or suppliers, the Estate Manager may:

- Suspend building activity until such undesirable conduct is rectified, or
- Refuse Estate access to a specific individual, or
- Failing to effect positive conduct, refuse the Main Contractor and his workforce access to site.

#### **15. CONTRACTOR'S BOARD**

A contractor's board of maximum 1m x 1m will be installed within the street boundary within a week from construction commencement, shall be maintained and removed on the day of practical completion.

Required information: The name and contact details of the Building Contractor.

The name and contact details of the Owner is optional.

Each site is provided with a stand number sign by the Estate Manager. The Building Contractor is to ensure safe display of this number at all times.

No signage of sub-contractors or suppliers is permitted.

Estate agent sign boards may only be placed with permission from the Estate Manager.

#### **16. REPORTING**

Unless required to do so, the Building Contractor is not required to provide the Estate Manager with any progress report.

Though no Health and Safety reports are required by the BEHOA, the Building Contractor is required to adhere to all relevant Health and Safety legislation and requirements.

#### **17. AVAILABILITY OF DRAWINGS**

The Building Contractor is to ensure that a copy of the approved municipal plans and all other construction documentation is available on site at all times during working hours.

#### **18. ADHERENCE TO APPROVED DRAWINGS**

Construction is to be completed as per the approved building plans. Any deviations must be presented to and approved by the Aesthetic Committee prior to work being put in hand. Failure to do so may result in refusal to approve amended building plans as required by the Municipality.

Should any deviation require resubmission of building plans or 'as built' plans to the Hessequa Municipality for approval, such building plans must be submitted to the Aesthetic Committee for approval, at 50% submission fee due to the BEHOA. Work that does not adhere to the Architectural Guidelines will not be approved.

Where a deviation was not noticed by the Estate Manager, this shall not be construed as the deviation being approved. The Building Contractor may be instructed to rectify a deviation at any time.

It is the responsibility of the Owner and/or his Construction Supervisor to resolve any deviations from the approved drawings during construction.

## **19. WORKING HOURS**

Contractors are permitted in the Estate on weekdays 07h00 to 18h00. No regular work is allowed on weekends or public holidays. No work is allowed during the annual 3 week builders holidays (dates varying but approximately 15 December – 5 January).

Should it be necessary to work on a Saturday, the Building Contractor may apply to the Estate Manager by not later than the Thursday prior to such Saturday. The Estate Manager may use his discretion in granting such permission, on condition that the intended work does not cause a nuisance to residents. Permission must be given in writing – whether by email, sms or whatsapp. Such permission is not a blanket approval for various days - permission must be obtained for each day. Work may only take place between 08h00 and 14h00 on such approved Saturday.

The same arrangement is applicable to work on public holidays.

Should it be necessary to extend working hours for a specific event (such as pouring of concrete), the Building Contractor shall in the same manner obtain prior written permission from the Estate Manager.

## **20. SECURITY AND ACCESS**

Estate Manager and / or security will not be responsible for providing security services to the Building Contractor or for protecting his personnel, assets or building materials.

Access will be denied to any person(s) or vehicles contravening any of the security and access rules.

Training of all sub-contractors, workers, delivery personnel and the ensuring compliance with the Estate rules is without exception the responsibility of the Main Contractor. The Building Contractor or sub-contractors shall be held responsible for the behavior and actions of their workers. Drivers of vehicles are responsible for the actions of the occupants of the vehicle.

The Building Contractor shall ensure that all sub-contractors, suppliers and personnel know the stand number or have directions to the stand.

Workers, suppliers and sub-contractors may only access the site through the main Estate access gate. No workers may access the Estate via any of the other entrances.

Workers may not at any time loiter between the security gate and the site or on any other stands in the Estate. If deemed necessary, the Estate Manager may instruct the Main Contractor to escort all workers between the entrance gate and the site.

## **21. TOILET FACILITIES**

An adequate chemical or flush toilet, properly tied down and screened from the street, must be erected within the site boundaries before construction may commence. The structure must be of acceptable standard.

The Building Contractor shall supply toilet paper – no other paper or newspaper may be used.

The toilet shall at all times be kept in a hygienic and neat condition until Practical Completion.

Anyone found not using the toilet will be ushered off the Estate.

## **22. SLEEPING ON SITE**

Under no circumstances may employees of the Building Contractor or any sub-contractor sleep over on a building site. Anyone found doing so will be evicted from the Estate.

The Building Contractor may apply to the Estate Manager for permission to allow a bona fide security person on site overnight and for a defined period only.

## **23. VEHICLES**

No construction or delivery vehicles entering the Estate may cause damage to the roads or any structure or service within the Estate. The Building Contractor shall be held liable for any damaged caused by any vehicle related to this construction site.

Abnormally long or articulated vehicles and vehicles carrying abnormally large or heavy loads may be denied access to the Estate.

Vehicles are confined to the site. Where no parking space is available, vehicles must limit time inside the Estate and park in such a way that it does not cause any obstacle to other road users. Vehicles may not be parked on any open space or stand in the Estate.

Any vehicles leaking oil will be denied access. Any diesel, oil or petrol spillage caused by any construction or delivery vehicle on any roadway or paved sidewalk shall be cleaned immediately by the Building Contractor.

Spillage and runoff must be contained within the site. Under no circumstances may concrete be spilt onto the road surface.

## **24. SPEED LIMITS**

Only licensed drivers are permitted to drive vehicles on the Estate. All drivers must adhere to all traffic regulations and signage as for normal public driving.

The general speed limit in the Estate is 30km/h. The driver of any vehicle considered by the Estate Manager to be exceeding the speed limit may be stopped and warned. A subsequent

transgression by the same driver will result in the driver being denied access to the Estate.

## **25. DELIVERIES**

All rules regarding personnel and vehicles for contractors are also applicable to the delivery personnel and vehicles of suppliers. The Building Contractor shall be held responsible for any contraventions.

Deliveries must be scheduled only for working hours during the week and to allow for such vehicles to exit the Estate before 18h00. No delivery vehicles will be allowed on site after hours, during weekends or on public holidays. Vehicles must exit the Estate immediately after completion of delivery.

Where materials are off-loaded by a supplier and encroach onto road verges, such materials must be moved immediately onto the site. No material may remain on road verges. It is the responsibility of the Main Contractor to ensure that verges and roads are cleaned of all such materials.

## **26. ENVIRONMENTAL REQUIREMENTS**

Renosterveld and limestone fynbos which are identified as environmentally sensitive areas on the southern side of the development should be protected from damage and pollution. Special care must be taken to ensure special care in handling, disposal and cleaning up of paint, grout, cement, rhinolite, chemicals, oil, etc.

No hazardous or flammable materials such as oil, diesel, etc. may be stored on site.

No waste materials may be burned on site.

Any person found disturbing, harming, trapping or destroying any animal, bird or reptile will immediately be evicted from the Estate and may be prosecuted in terms of the Wildlife Protection Legislation.

Vehicles may not be operated in any area except on the site and on official roads.

Repairs and rehabilitation necessitated by any damage caused by activities that cause erosion, pollution, dumping, destruction of natural flora, etc. will be deducted from the Builder's Deposit.

## **27. SITE SAFETY**

The owner and contractors are responsible for ensuring that all legislative requirements are complied with in terms of the Occupational Health and Safety (OHS) Act No 85 of 1993 and any other relevant legislation.

The BEHOA will not be held responsible for any injuries of any kind or death of persons or damage to any property that may occur on any building site.

No open fires are allowed. Closed fires may be made in approved structures (such as drums) and only under strict supervision.

There shall be one Type ABC (all purpose) 12.5kg fire extinguisher shall be on site at all times,

accessible and in working condition, as well as 2 fire beaters.

## **28. NEATNESS OF SITE – GENERAL HOUSE KEEPING**

The Main Contractor must at all time ensure general neatness and a good appearance of the building site. It is the duty of the Site Foreman to inspect the site daily before closing the site. Failure to keep the stand in an acceptable tidy state or failure to remove rubble may result in the BEHOA cleaning up and deduct the cost from the Builders Deposit.

At least 1x suitable and convenient garbage bin shall be available on site at all times during construction.

Estate roads are to be kept clean at all times. Dust control is required. The Building Contractor must ensure that any sand or rubble washed onto the road verges is removed and verges left in a clean and neat condition.

Cement batching to be done in suitable containers or on plastic lining and may not take place directly on soil. The mixing of building materials and concrete may only occur within the confines of the stand. Any spillage onto the verge or road shall be cleaned immediately.

Cement and construction vehicles may not be cleaned on site or elsewhere in the Estate.

Failure to comply may result in the Estate Manager arranging such functions and deducting the cost from the Builder's Deposit.

## **29. STORAGE**

The Estate does not accept any responsibility for the theft of materials and equipment. The Building Contractor indemnifies the Estate against all risk of insurance, fire, theft, etc. relating to the container.

Storage facilities must be of acceptable and neat standard, lockable and placed within the site boundaries. Such structure shall be adequately anchored to the ground to withstand storm conditions. Such facilities must be removed from the site prior to occupation.

All fluids (except water) must be stored in leak free containers.

Building sand and aggregate must be regularly heaped. Sand must be covered with weighted down tarpaulin or shade cloth at the end of each working day as well as during windy work days.

## **30. NOISE**

All noise on site must be kept to a reasonable minimum. Where objections to excessive noise are lodged by nearby residents the Estate Manager will take appropriate action.

## **31. DISPOSAL OF RUBBISH**

Prior to the commencement of construction, the Building Contractor shall provide suitable containers for the ongoing accumulation of litter and garbage. The containers must be water, wind and weatherproof. It must be emptied regularly and at least weekly.

Under no circumstances may rubbish be burned on the Estate.

### **32. DISPOSAL OF FILL**

Any fill generated during the construction period must be accumulated within the boundaries of the site. If not required for landscaping or other purposes on the site or by the BEHOA, the Building Contractor is to remove it from the Estate at regular intervals.

The Building Contractor may offer any such redundant fill to the Estate Manager for landscaping use, at no cost.

### **33. SITE PEGS**

Site pegs to be determined and pointed out to the Building Contractor. Should any peg not be present, the Owner is to arrange for a land surveyor to replace such peg.

Pegs are to be reinstalled after completion of construction.

### **34. SET OUT**

It is the responsibility of the Building Contractor to ensure that the building is set out correctly on the site. The Owner shall, before pouring of slabs and at the Owner's cost, provide written confirmation from a land surveyor that buildings have been set out correctly.

The Estate Manager may check encroachment of building lines and boundaries only, not the correct set out positions.

### **35. SERVICES**

#### **35.1 Connections**

Application for the supply and installation of a water meter and electrical connection must be made to the Hessequa Municipality. The services must be available before construction commences.

#### **35.2 Water**

A drainage sump must be created at all water standpipes during construction.

Under no circumstances may the Building Contractor interfere with any water supply to any part of the Estate. Damage and repair to any water supply on the Estate will be for the Building Contractor's account. Any damage caused to any irrigation or main water supplies must be reported to the Estate Manager immediately.

The Building Contractor shall at all times ensure that the stand water meter is protected, accessible for readings, in working condition, not tampered with or moved.

#### **35.3 Sewers**

The Building Contractor is required to connect the site sewer system to the sewer connection point within 30 days after commencement of construction.

All sewers are deemed to be clear on occupation of the site. Any subsequent blockages are the responsibility of the Building Contractor.

No building materials, rubbish or contaminated water may be disposed into the sewer system.

#### 35.4 Storm water

No building material, contaminated water or rubbish may be disposed of into the storm water system. Paint or cement based products may not be washed into the storm water system.

It is the responsibility of the Building Contractor and the project professional team to assess the erf levels and provide sufficient measures for storm water to discharge into the nearest road, water channel or open space.

The Building Contractor is to ensure measures to prevent silt from washing into the storm water system.

### **36. FENCING**

#### 36.1 Silt fencing

Prior to any earthworks or excavations commencing, a silt fence of minimum 400mm high of shade cloth or other suitable mesh fabric must be erected on the lower (downstream) boundary / boundaries of the stand to prevent soil erosion. If necessary, a silt fence must be installed along the upper boundary or boundaries as well, to prevent soil washing onto the building site.

Silt fencing must be maintained at all times and be kept clean and in good condition throughout the construction period.

When silt fencing is removed for the purpose of construction of a permanent fence or wall, work is to commence and be complete with due haste once the silt fencing is removed.

#### 36.2 Temporary fencing

Once the position of the site pegs have been established and prior to the commencement of construction, temporary fencing of minimum 1.8m high green or black shade cloth is to be erected on any boundary between the stand and a neighbouring developed stand if no boundary wall or fence is present. Fencing must be maintained at all times and be in good condition throughout the construction period.

Temporary fencing is not required toward street boundaries or adjacent vacant stands. Should the entire stand be fenced off, a lockable, matching gate shall be provided.

### **37. EXCAVATIONS**

When operating outside of stand boundaries, the Building Contractor will be liable for any damages caused to services such as electricity, water, sewers, Telkom lines, irrigation, etc.

### **38. BACKFILL**

Topsoil must be stockpiled within the building site. At least 200mm topsoil must be placed above subsoil when trenches, foundations, etc. are backfilled and not finished with a hard surface. Topsoil may not be mixed with subsoil.

### **39. ENCROACHMENT DURING CONSTRUCTION**

Written permission to encroach onto adjacent site(s) must be obtained from the owner(s) of the adjacent site and lodged with the Estate Manager. Permission to encroach onto common areas and parks must be requested from the BEHOA, who may, depending on the specific circumstances, grant or deny such a request.

In such instance, the fencing requirements are deemed to be applicable on the construction stand as well as the adjacent stand(s).

### **40. STREET VERGES**

As soon as construction on the stand is sufficiently completed, the Owner shall install suitable planting on the street verge on all street boundaries of the stand. No trees may be planted on verges without permission from the Estate Manager.

Irrigation on verges is optional.

### **41. INSPECTIONS**

#### **41.1 Interim inspections**

It is the responsibility of the Owner and Building Contractor to request all the necessary inspections from the local Building Inspector.

The Estate Manager may do ad hoc inspections to the benefit of the BEHOA, focusing on compliance with the rules contained in the Architectural Guideline and the Construction Guideline. Such inspections shall not be construed as quality control inspections or as replacement for inspections by the professional project team or the Building Inspector.

To ensure compliance with the rules, the Building Contractor must however formally notify and request the Estate Manager to perform a visual inspection immediately prior to practical completion.

#### **41.2 Final inspection**

Final inspections will be performed by the Owner's Project Supervisor and the local Building Inspector, as contractually required and by legislation.

In addition and prior to the above inspections, the Estate Manager must be requested to perform a final inspection. The following aspects will be monitored by the Estate Manager:

- Completion and finishes according to the approved drawings and documentation
- Compliance to the rules and requirements of the Architectural Guideline
- Removal of rubble, construction materials and equipment, neatness of site and surrounds.
- No damage to neighbouring properties, parks, roads, verges, services or any other element or property within the Estate.
- All relevant pegs have been reinstated.

## **42. COMPLETION**

It is the responsibility of the Owner and/or his Construction Supervisor to resolve any deviations from the approved drawings prior to the final inspection. The BEHOA is entitled to withhold confirmation of compliance if the completed construction does not conform to the latest approved drawings.

If satisfied that the completed building and site complies with all the Estate requirements, The Estate Manager will issue written confirmation of such to the Municipality. Such confirmation is required by the Municipality in order to issue an Occupation Certificate.

Confirming of compliance by the BEHOA via the Estate Manager:

- Is required by the Hessequa Municipality prior to its final inspection and in order to issue an Occupation Certificate, and
- Triggers the processing of the Builder's Deposit refund.

## **43. OCCUPATION CERTIFICATE**

The Hessequa Municipality will issue an Occupation Certificate on receipt of the BEHOA confirmation of compliance and when satisfied that the construction of the building and site development conforms to all the required standards and approvals.

No occupation of furnishing may commence unless the Owner is in possession of an Occupation Certificate.

## Annexure CI - Construction Agreement

**To be duly completed, signed, each page initialed by the Property Owner and the Building Contractor and submitted to the Estate Manager prior to any work being put in hand.**

<b>1. Stand Number</b>	
<b>2. Date of approval of building plans</b>	
<b>3. Construction period</b>	
Commencement	
Anticipated completion	
<b>4. NHBRC registration number</b>	
<b>5. Property Owner</b>	
Name	
Company name	
Company registration No	
VAT number	
Physical address	
Postal address	
Contact person	
Telephone number	
Email address	
<b>6. Construction Supervisor</b>	Architect / engineer / property manager / owner / developer who manages the construction process on behalf of the owner
Name	
Company name	
Company registration No	

Contact person	
Telephone number	
Email address	
<b>7. Main Building Contractor</b>	
Registered company name	
Trading name	
Company registration no	
VAT number	
National Home Builders Registration Council number	
Physical address	
Postal address	
Company representative	
Telephone number	
Email address	
Site representative	
Telephone number	
Email address	
<b>8. Builder's deposit</b>	
Date of payment	
Proof of payment emailed to Estate Manager	
<b>9. Builder's deposit refund</b>	
Account name	
Bank	
Branch	
Account number	
Proof of payment email address	

<p>Note : It is the responsibility of the Building Contractor to inform the Estate Manager is the bank account details change prior to the refund of the builder's deposit.</p>	
<p>10. <b>Main subcontractors</b></p>	
<p>Note : If not yet known at construction commencement, the Building Contractor is to inform the Estate Manager as information becomes available and PRIOR to the subcontractor starts work on site</p>	
<p>Company</p>	
<p>Site representative</p>	
<p>Telephone number</p>	
<p>Company</p>	
<p>Site representative</p>	
<p>Telephone number</p>	
<p>Company</p>	
<p>Site representative</p>	
<p>Telephone number</p>	
<p>Company</p>	
<p>Site representative</p>	
<p>Telephone number</p>	
<p>Company</p>	
<p>Site representative</p>	
<p>Telephone number</p>	

## Owner's Declaration:

As the owner of the above stand in the Breedezicht Estate, I, the undersigned confirm that:

I have read and understand the rules and requirements specified in the Breedezicht Estate Construction Guideline and undertake to abide by the rules.

I undertake to:

- Submit to the authority of the BEHOA in all matters delegated to the Aesthetic Committee, Estate Manager and security personnel and to maintain good faith in this regard.
- Comply immediately with any order pertaining to any aspect of the work, behaviour of any contractor, consultant, supplier and their personnel or any other matter pertaining to the construction project.
- Ensure compliance to the rules by any Building Contractor, sub-contractor and their employees for the entire duration of construction.
- In case of a dispute, to comply promptly with any order to cease the works and with any order withdrawing access of any related persons to the Estate until such order is rescinded in writing.

I acknowledge that any direct or indirect cost of complying with an order issued by BEHOA representatives in terms of the Guidelines will be for the joint or separate accounts of the Owner and Building Contractor.

I confirm that all requirements specified under ADMINISTRATIVE PROCEDURES PRIOR TO BUILDING in the Construction Guidelines have been attended to as required.

Construction will be completed according to the approved building plans.

I certify that the information stated in this document is correct.

Signature:

Name of Owner:

Date:

## Building Contractor's Declaration:

As the appointed building contractor of the above stand in the Breedezicht Estate, I, the undersigned, confirm that:

I have read and understand the rules and requirements specified in the Breedezicht Estate Construction Guideline and undertake to abide by the rules.

I undertake to:

- Submit to the authority of the BEHOA in all matters delegated to the Aesthetic Committee, Estate Manager and security personnel and to maintain good faith in this regard.
- Comply immediately with any order pertaining to any aspect of the work, behaviour of any contractor, consultant, supplier and their personnel or any other matter pertaining to the construction project.
- Ensure compliance to the rules by any sub-contractor, supplier and their employees for the entire duration of construction.
- Carry all responsibility for any costs incurred or problems caused by any sub-contractor, supplier and their employees and that such matter will subsequently be handled as an internal matter between myself and such person.
- In case of a dispute, to comply promptly with any order to cease the works and with any order withdrawing access of any related persons to the Estate until such order is rescinded in writing.

I acknowledge that any direct or indirect cost of complying with an order issued by BEHOA representatives in terms of the Guidelines will be for the joint or separate accounts of the Owner and Building Contractor.

I acknowledge that any damage to property or services on the Estate outside of the construction stand will be for my account, to be deducted from the Builder's Deposit or, if in excess of the Deposit amount, to be paid in full to the BEHOA within 14 days of notification of cost.

I confirm that all requirements specified under ADMINISTRATIVE PROCEDURES PRIOR TO BUILDING in the Construction Guidelines have been attended to as required.

Construction will be completed according to the approved building plans.

I confirm that this project has been successfully registered with the NHBRC.

I certify that the information stated in this document is correct.

Signature:

Name of Contractor:

Date: