

**BUILDING ACTIVITY GUIDELINES  
PATTISON OAK MEADOWS HOME OWNERS ASSOCIATION**

**1. INTRODUCTION**

- 1.1 The purpose of these Guidelines and Rules is to ensure that all building activities within Oak Meadows Subdivision occur with the least possible disruption to the residents, the natural beauty and vegetation within the Subdivision. In the event of any uncertainty, residents and/or their contractors are most welcome to contact the HOA or the Architectural Committee.
- 1.2 The conditions governing building activity which is set out in this document are rules adopted by the HOA and are binding on all residents, their contractors, and sub-contractors. Furthermore, all residents are obliged to ensure that their contractors and sub-contractors are made aware of the conditions and comply strictly with them. Residents are therefore required to include these conditions in their entirety in any building contract concluded in respect of property in the Subdivision, and all such contracts may be required to be submitted to the HOA for prior approval. The HOA has the right to suspend any building activity in contravention of any of the conditions and the HOA accepts no liability whatsoever for any losses sustained by a resident as a result thereof.

**2. PROCEDURE**

- 2.1 The design for each improvement to be erected in the Subdivision shall be submitted to the Architectural Committee.
- 2.2 The owner must inform the HOA office of the particulars of the builder employed.
- 2.3 With finalization of the site establishment, the owner/building contractor must schedule an inspection with the HOA office where after a site inspection will be carried out to ensure that all requirements are met in terms of the site development plan.
- 2.4 If the Building Activity Guidelines are not adhered to, a fine of \$2,000 will be imposed and all construction will be suspended until the fine is paid and all guidelines are adhered to.
- 2.5 Upon finalization of the building activities, an inspection must be scheduled at the Oak Meadows HOA office. The inspection will be carried out by the HOA member in the portfolio of the Architectural Committee.

- 2.6 When the occupation certificate is issued by the Municipality, the building deposit will be paid to the owner after deduction of any damage or fines.

**3. CONDITIONS REGARDING BUILDING CONTRACTOR ACTIVITY**

- 3.1 The owner of the plot undertakes to pay a building deposit in the sum of \$2,000 to the Home Owners Association (HOA) before construction begins. This amount will be held free of interest by the Directors of the HOA. This deposit will be used to remove any thrash or make good any damages caused by the Owner's builder, for example: curbing, landscaping or community services. The building deposit shall be released subject to the submission to the HOA or Architectural Committee of the local authority certificate of occupation and shall only be refunded within 14 days once a clearance certificate has been issued by the HOA stating that there was no breach or non-performance to remove builders trash or any damage caused by the contractor, sub-contractors or suppliers.
- 3.2 The HOA reserves the right to prevent the occupation of any house if 3.1 have not been fully adhered to.
- 3.3 Contractor activity and/or delivery of material will be allowed only during the hours of 7am to 9pm.
- 3.4 No contractor personnel will be allowed to roam the Subdivision or remain in the Subdivision outside of the contractor hours.
- 3.5 The contractor shall provide toilets and washing facilities for all his workers within the lot before any building activities begins.
- 3.6 No loitering of workers, parking of vehicles, dumping of trash or storage of building material will be allowed outside of the lot.
- 3.7 The contractor shall make use of the "driveway" area, as indicated on the approved Site Development Plan, for access to the lot. This builder's access on the lot must be maintained and kept litter free for the duration of the building process.
- 3.8 Heavy penalties will be imposed on anyone damaging any vegetation or removing any trees not approved in writing the by the HOA.
- 3.9 The site is to be kept as clean as possible of building trash, with regular cleaning taking place during building operations. Any hazardous waste must be removed from the Subdivision every day.

- 3.10 Where materials are off-loaded by the supplier encroaching onto the pavement of the roadway, these materials must be moved onto the lot by the contractor. No material must be allowed to remain on the roadway or pavement. It is the contractors and owners responsibility to clean the roadway of such materials. The same applies to sand, dirt, or rocks moved to the road during construction.
- 3.11 The detention pond/drainage area is OFF LIMITS to the contractors and their personnel. No disposal of any building materials will be allowed in this area.
- 3.12 Should the HOA have any concern with the conduct of the contractor and or sub-contractor, the HOA may correct as deemed necessary and/or reserve the right to suspend building activity until such undesirable conduct is corrected, which it may do at any time without notice, and without recourse from the owner and/or contractor and/or sub-contractor.
- 3.13 The above document is fully understood and the contractor and owner undertake to comply with the above points, in addition to any further controls which may be instituted by the HOA from time to time in the form of written notification, and to ensure compliance by any sub-contractors employed by the contractor.

#### **4. LEGAL STATUS**

- 4.1 The rules and regulations governing buildings as set out in this document are binding on all residents/owners, their contractors and subcontractors. All residents/owners are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly adhered to.
- 4.2 Residents/owners are accordingly required to include these rules in their entirety in any building and architectural contract. Such contracts may be required to be submitted to the HOA.
- 4.3 The Architectural Committee shall not be liable for damage to any persons or association submitting any architectural plans for approval or any owner of lots within the Subdivision by reason of any action, failure to act, approval, and disapproval, with regard to such architectural plans. Any person or association acquiring the title to any property in the Subdivision or any persons or associations submitting plans to the Architectural Committee for approval, by doing so agree that he or it will not bring action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.
- 4.4 The Architectural Committee shall keep written records of all applications submitted for approval, all actions approved/denied and any other actions taken by it under provisions of this body. These records will be safeguarded for at least one year.

- 4.5 The HOA reserves the right to suspend any building activity in contravention of any of the conditions and does not accept claims for any losses by a resident/owner, contractor or sub-contractor as a result thereof.
- 4.6 All the regulations and guidelines contained in this document shall be a burden on the title to all the sites in the Subdivision.
- 4.7 Severability: Should any parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining regulations or guidelines.

**SIGNED at ..... on the ..... day of ..... 20..**

\_\_\_\_\_  
**OWNER OF LOT**

\_\_\_\_\_  
**CONTRACTOR**

**OAK MEADOWS BUILDING GUIDE  
14 March 2017**