



BUILDING REGULATIONS

The Consent to Build granted by Trasacco Estates Development Company Limited to the Homeowner for the development of the Property is subject to the following building regulations:

1. No party other than the Approved Building Contractor is allowed to execute the Authorised Development. The rights and obligations of the Approved Building Contractor are incapable of assignment.
2. The Authorised Development shall consist of a residential building with a maximum of three (3) floors and setback all around by a minimum distance of five (5) metres from the boundaries of the Property. The Authorised Development must be executed in accordance with the approved design, layout, drawings, plans, specifications (including the materials to be used) and approved Working and Method Statement of the Approved Building Contractor.
3. The Authorised Development must be executed within the approved timeframe. In any event, the construction of the Authorised Development must commence after the Handover of the Property and within three (3) years of the date of the Offer for Sale of the Property, and must be completed within five (5) years of the date of the Offer for Sale of the Property.
4. The Authorised Development must be carried out with due care and diligence in a first-class, safe, proper and workmanlike manner in accordance with sound structural engineering standards using good quality materials.
5. The Authorised Development must be executed in such a manner so as to minimise noise and disturbance and without causing any nuisance.
6. Any debris from demolition and excavated material must be cleared promptly from Trasacco Springs and the vicinity.
7. The Authorised Development must not interfere with any buried communal services.
8. Construction activities may only be carried out between 8 am and 5 pm, Monday to Friday (except public holidays). No construction activities can be carried out outside the specified working hours without the prior written consent of Trasacco Estates Development Company Limited or its duly authorised agent.
9. The Consent to Build granted is restricted to the Authorised Development. Any variation to the Authorised Development must be approved in writing by Trasacco Estates Development Company Limited or its duly authorised agent prior to the execution of the works.
10. The Homeowner and the Approved Building Contractor are jointly and severally liable for procuring and paying for all permits, consents, licences, authorisations and inspections required by any competent authority to execute the Authorised Development. The Consent to Build issued by Trasacco Estates Development Company Limited does not constitute a building permit within the meaning of the National Building Code. The Consent to Build is granted on condition that a building permit within the meaning of the National Building Code is issued to the Homeowner for the Authorised Development. A copy of said building permit must be submitted to Trasacco Estates Development Company Limited prior to the commencement of construction.
11. The Homeowner, the Approved Building Contractor and its workers must fully comply with all applicable laws, ordinances, codes, rules, regulations and other requirements of local or state agencies or authorities having any jurisdiction with regard to the execution of the Authorised Development.

12. The Approved Building Contractor must submit to Trasacco Estates Development Company Limited or its duly authorised agent the name, residential address and one passport size photograph of each of its workers requiring access to the Property for the execution of the Authorised Development. All workers of the Approved Building Contractor must wear identification passes provided by Trasacco Estates Development Company Limited or its duly authorised agent in a conspicuous place.
13. The Approved Building Contractor must take the necessary and adequate safety precautions pertaining to the execution of the Authorised Development for the prevention of accidents. The workers of the Approved Building Contractor must observe the minimum safety requirements of wearing safety helmets and safety footwear at all times.
14. The workers of the Approved Building Contractor are permitted restricted access to the Property only and are not permitted access to any other part of Trasacco Springs. All workers of the Approved Building Contractor must keep to their area of work, must not loiter about and must leave Trasacco Springs immediately after close of work (by 5 pm at the latest).
15. The Approved Building Contractor must notify Trasacco Estates Development Company Limited or its duly authorised agent of the registration numbers of all vehicles requiring access to the Property for the execution of the Authorised Development.
16. All deliveries of building materials must be made in a suitable form of transportation within the specified working hours in a clean, quiet and orderly manner. The Homeowner and the Approved Building Contractor shall ensure that any item or building material that is dropped or spilled on any part of Trasacco Springs outside the boundaries of the Property in the course of transportation is promptly cleaned and the area restored to its original state and condition.
17. No building materials, tools, equipment or other articles required for the execution of the Authorised Development can be stored or placed on any part of Trasacco Springs outside the boundaries of the Property at anytime. Any such item may be removed by Trasacco Estates Development Company Limited or its duly authorised agent and shall be released to the Approved Building Contractor upon payment of a penalty and the cost of removal of such item. Neither Trasacco Estates Development Company Limited nor its duly authorised agent shall be liable to the Homeowner nor the Approved Building Contractor for any loss or damage of any kind or nature whatsoever that the Approved Building Contractor may sustain as a consequence of such removal.
18. The Homeowner, the Approved Building Contractor and its workers must fully comply with these Regulations and the Trasacco Springs Bylaws and the then-applicable policies, rules and regulations with respect to Trasacco Springs incorporated herein by reference. Trasacco Estates Development Company Limited or its duly authorised agent may in its discretion deny any of the workers of the Approved Building Contractor entry into Trasacco Springs and request removal of any such worker from Trasacco Springs for non-compliance, and the Homeowner or the Approved Building Contractor shall remove such worker in accordance with each such request. The Approved Building Contractor must manage the transition of replacement personnel in such a manner so as to minimise the impact on the time for completion of the Authorised Development. The Homeowner and the Approved Building Contractor shall be held responsible for any and all acts, omissions, negligence and misconduct of the workers of the Approved Building Contractor.
19. Trasacco Estates Development Company Limited or its duly authorised agent shall have the right of entry and access to the Property to inspect the construction works during its progress in accordance with the Inspection Schedule.
20. Trasacco Estates Development Company Limited or its duly authorised agent shall not be liable for any defect in the Authorised Development nor the design, layout, specifications (including the materials used), workmanship, engineering and or construction thereof.

21. Neither Trasacco Estates Development Company Limited nor its duly authorised agent shall assume any liability to the Homeowner or the Approved Building Contractor for anything whatsoever and howsoever attributable to the Authorised Development.
22. The Homeowner and the Approved Building Contractor shall be jointly and severally liable for any loss and/or damage within Trasacco Springs that is attributable to the execution of the Authorised Development and shall bear the full cost of repair or replacement thereof. Any damage to cables and water lines, however slight, must be reported immediately to Trasacco Estates Development Company Limited.
23. The Homeowner and the Approved Building Contractor shall be jointly and severally liable for any and all loss, damage or injury (including death where applicable) to Trasacco Estates Development Company Limited, its duly authorised agent and affiliated companies, their respective members, directors, officers, employees, subcontractors and agents and any third party attributable in any way to the Authorised Development, and shall fully indemnify them and save them wholly harmless from and against any and all loss, damage or injury (including death) and any and all claims in respect of loss, damage or injury (including death) asserted against any of them by third parties in any way relating to the Authorised Development and shall reimburse them for any costs and expenses incurred by them with respect to any such claim and shall reimburse Trasacco Estates Development Company Limited for any costs and expenses incurred by Trasacco Estates Development Company Limited in any way whatsoever and howsoever arising in relation to the enforcement of its rights.
24. Failure or neglect to observe and perform any of the terms and conditions stated herein may, without prejudice to any other rights or remedies, result in refusal of entry of the Approved Building Contractor or any of its workers into Trasacco Springs; imposition of fines and or penalties against the Homeowner and/or the Approved Building Contractor; and/or withdrawal of the consent without further notice. Neither Trasacco Estates Development Company Limited nor its duly authorised agent shall be liable for any consequential loss or damage of any kind or nature whatsoever.
25. A refundable deposit of five thousand Ghana cedis (GHS5,000) against any loss, damage, injury, costs and expenses arising out of or relating to the development of the Property and any fines and or penalties imposed for non-compliance with these Building Regulations must be paid in cash or by banker's draft in favour of Trasacco Estates Development Company Limited at the time of submission of the Consent to Build Application.
26. An original insurance policy procured from a reputable insurance company covering liability for third party property damage for the sum insured of fifteen thousand United States dollars (USD15,000) naming Trasacco Estates Development Company Limited as an Additional Named Insured and Loss Payee must be submitted prior to the issue of the Consent to Build.
27. Any and all outstanding payments due by the Homeowner under and or arising out of the Agreement for Sale of the Property must be paid in full and any default or violation of the terms of the Agreement of Sale, Trasacco Springs Bylaws and or deed of title to the Property must be remedied prior to the issue of the Consent to Build.
28. Unless otherwise stated, the terms herein shall have the same meaning as defined in the Agreement for Sale of the Property.

UNDERSTOOD AND AGREED:

HOMEOWNER

Date: _____

BUILDING CONTRACTOR

Date: _____