



BUILDING CONTRACTORS RULES

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1. Introduction:

- 1.1 Waterlake farm is a unique development. It is firstly a wildlife reserve, bird sanctuary and then a lifestyle estate. The Home Owner's Association (HOA) has developed the following **BUILDING CONTRACTORS RULES** to preserve and enhance the security, lifestyle, wild life, environment and aesthetics of the estate.
- 1.2 We wish to promote a happy and carefree living environment in the Estate for all residents living in Waterlake Farm and therefore expect all owners who wish to start building at Waterlake farm estate to ensure that all the rules are followed at all times.
- 1.3 The document must be read in conjunction with the Waterlake Rules of Conduct and Waterlake farm Architectural Guidelines.
- 1.4 In the event of any uncertainty, residents and/or their contractors must contact the Waterlake Farm Homeowner's Association (HOA) or the Aesthetic Committee.
- 1.5 The HOA retains the right to ensure that an overall building standard is maintained as set out in the Architectural design manual.
- 1.6 The owner, main contractor and all other contractors working at Waterlake Farm must sign acceptance of this Building Contractors Rules prior to any work commencing on site.
- 1.7 Access to the Estate will be strictly controlled at all times both for vehicular and pedestrian traffic. Control will be exercised in terms of the prevailing Site Access and Identification Cards & Fines protocols, as adopted and amended from time to time and enforced by the HOA.
- 1.8 Waterlake Farm Home Owners Association has given Waterlake Farm Security the full authority to ensure that all the rules and regulations in the Building Contractors Rules, Waterlake farm Rules of Conduct and Waterlake farm Architectural Guidelines are implemented and maintained at all times.
- 1.9 Waterlake Farm Home Owners Association has the right to suspend any building activity in contravention of any of the conditions and Waterlake Farm Home Owners Association accepts no liability whatsoever for any losses sustained by an Owner as a result thereof.

2. Definitions:

- 2.1 **Waterlake Farm Estate**
Referred to as the "Estate or farm"
- 2.2 **Homeowner:**
Also referred to as "owner" who is a registered owner of a stand on the estate or designated Director / Trustee / Member if a stand is registered in a company or, trust or close corporation
- 2.3 **Waterlake Farm Homeowner's Association:**
Referred to as "HOA".
- 2.4 **Main Contractor :**
"Means a contractor, directly appointed by an owner or his representative as main contractor for the managing and building of the project.
- 2.5 **Sub-Contractor:**
"Means a contractor and includes a Building Contractor with appointed Sub-Contractors and a Specialist Contractor appointed on any specific part of a building contract" (electricians, plumbers, bricklayers, etc.)
- 2.6 **Special Contractor:**
"Means a contractor, appointed for specialist work separate from the main Building Contractor on any specific part of a building contract. Special contractors have 3 days to complete their work on the building site. Thereafter if more time is needed they will have to register as a subcontractor.
- 2.7 **Contractors Yard:**
"Means the Building Contractors Yard located at the designated area"
- 2.8 **Estate Manager:**
"Appointed by the HOA and responsible for the general management of the Estate, acting with a mandate as their authorized representative."
- 2.9 **Security Manager:**
"Appointed by the HOA and responsible for the housekeeping, site procedures, discipline and security on the Estate, acting with a mandate as their authorized representative by the HOA"

3. Obligations of Homeowner:

The Owner hereby agrees and undertakes:

- 3.1 To submit the building plans, specifications and finishes, and site development plan in the first instance, as well as the scrutiny fee determined from time to time, to the HOA for its written approval in accordance with the architectural guidelines, and thereafter to the local or any other competent authority for its approval.
- 3.2 Not to commence with any work whatsoever on the property until such time as the approvals, contemplated in sub clause 3.1 have been obtained and all the conditions of the **Building Approval Checklist** have been met and signed off by the **Estate Architectural Review Committee, HOA and Security Manager**. (See Annexure 1).
- 3.3 Construction of the main dwelling house and outbuildings on the property must be completed within 12 (twelve) months of the date of commencement of building, failing which a penalty will be added to the monthly levy. The penalty will be determined at the discretion of the Home Owners' Association.
- 3.4 That the conditions of these Building Contractors Rules apply in respect of any further alterations, additions, walls, fencing, exterior lighting, façade treatments, signage etc. which the Owner may wish to erect on the property.
- 3.5 The owner shall ensure that these rules and Environmental Management Plan form part of any service agreement concluded by the owner with the nominated service provider in respect of services to be carried out at the property situated at Waterlake Farm Estate.
- 3.6 The owner shall ensure that his service provider appointed to carry out work at the Estate is registered with Waterlake Farm Homeowner's Association and such registration is to be effected by filling out the attached application form annexed hereto marked "A"; and the said application must be submitted to the Estate Manager. Only service providers registered with the Association as stated above shall be allowed access for carrying out services.
- 3.7 That any breach by the Owner's contractor of its obligations in terms of the building contractor's rules will remain the responsibility of the Owner, and will be regarded as a breach by the Owner.
- 3.8 The owner shall prior to any construction and/or building activities on site; deliver to the Association a copy of the **approved** building plans received from the Town Council together with signed Builder's rules, proof of application for a water connection, proof of installation of toilet on site and proof that all the staff compliment has approved access cards from the security of the Home Owners Association.

4. Obligations of Owner builder:

Waterlake Farm Homeowners Association is responsible to protect the integrity of the estate and the other home owners from “building projects gone wrong” therefore, the Owner Builder, in addition to all other conditions and provisions hereby agrees and undertakes:

- 4.1 That an Owner Builder will only be allowed to build on a property owned by him on the following conditions:
- 4.2 An owner who intends to act as Owner Builder must make application to the HOA to be approved as owner builder providing the HOA with the details as required in the “Application to be Accredited as an Owner Builder”, which include:
 - 4.2.1 Owners Name
 - 4.2.2 Accredited Architect
 - 4.2.3 Project Manager/Principal Agent
 - 4.2.4 Engineer
 - 4.2.5 Stand Number

Unless the owner is in his own name a builder registered with the NHBRC in which case the rule applicable to the registration of the main contractor will apply.

- 4.3 The Owner Builder must ensure that any contractor to be used to conduct any form of building activity on the Property complies with the following criteria, namely:
 - 4.3.1 To ensure that in the absence of a main contractor, all contractors, sub – contractors will need to sign the Building Contractors Rules.
 - 4.3.2 The Owner Builder must be in possession of an approved Health & Safety Plan as required in terms of the Occupational Health & Safety Act (No 85 of 1993)
- 4.4 The Owner Builder assumes and accepts all conditions & responsibilities of the Contractor set out elsewhere in this document.
- 4.5 To contract the services of a registered professional to perform the duty of project management and act as principle agent on the contract. This could be a project manager / construction project manager or an architect with the ability to perform the service / duties. The HOA will; accept any of the following the registered professional’s, namely:
 - 4.5.1 Architect (Arch);
 - 4.5.2 Quantity Surveyor (QS);
 - 4.5.3 Engineer (Eng.);
 - 4.5.4 Project Manager (CPM).

5. Conditions Regarding Contractor Activity.

It is the Home owner's responsibility to ensure that the main contractors, sub-contractors and special contractors that are used for any building activities on the property must comply with the following criteria:

- 5.1 All contractor shall ensure that they comply with all statutory and regulatory requirements imposed in their industry by the local authority, national and provincial government, private institutions such as BIFSA and NHBRC.
- 5.2 The main contractors and sub-contractors have to be registered with the HOA and the **Building Contractors Rules** have to be signed before any access to the estate and work will be allowed.
- 5.3 All contractors must be in possession of an approved Health & Safety Plan as required in terms of the Occupational Health & Safety Act (No 85 of 1993)
- 5.4 All specialist contractors, whose appointment is not a sub-contract to the main Building Contractor, such as a landscaping contractor, etc. must be registered by security as a "Specialist Contractor" and have **three days** to complete the work at the building site.
- 5.5 The Owner / Contractor will not be allowed to carry on any building works on the Property unless he / she is in possession of all the above mentioned registration certificates / documentation.

6. Procedure before building can Commence and Site handover:

No building will be allowed before the following conditions are met:

- 6.1 The Home owner who wants to start building must give the HOA 14 days written notice for request of site hand over. The HOA will give initial access to the site for the purposes to prepare the site for building. Ground surveying, municipal services, identifying of site boundaries, construction shed etc. may then be completed.
- 6.2 Before the building site can be handed over all conditions in the **Building Approval Checklist** must be met and is signed off by the relevant parties as contemplated in sub clause 3.2.

- 6.3 For the site to be handed over the following have to be met:
- 6.3.1 All working plans including building, storm water management and landscaping must be approved by the Aesthetic Committee of the Home Owners Association and the local authority.
 - 6.3.2 The stand boundary pegs must be inspected and verified correct by a Surveyor appointed by the owner at his cost and remain visible during construction period.
 - 6.3.3 The footprint and actual house position, as well as the driveway and cadastral boundary must be clearly marked out on site and verified by the Surveyor in 6.3.2.
 - 6.3.4 All municipal services must be in place and clearly visible.(water)
 - 6.3.5 All greenbelt areas and path ways must be kept clear.
 - 6.3.6 Contractors shed and chemical toilet must be placed in such a position as to ensure easy access for delivery of construction material and servicing of toilet. **NO TEMPORARY CONNECTION OF TOILETS TO THE MAIN SEWERAGE SYSTEM WITH WATER FLUSHING WILL BE ALLOWED ONLY CHEMICAL PORTABLE TOILETS IS ALLOWED ON BUILDING SITE.**
 - 6.3.7 Where the construction site is in between two existing houses the construction shed and chemical toilet must be placed at the back of the stand in the middle between the two neighboring houses as far in to the stand to ensure maximum privacy the neighboring houses as far in as possible.
 - 6.3.8 Contractors shed must be of respectable standard and well maintained for the whole building period.
 - 6.3.9 Contractors shed and chemical toilet must be fenced in with 1.8 meter high 80%green shaded cloth and wire fence and maintained in a neat and tidy manner throughout the construction period.

6.3.10 Where the building site neighbors an existing house the site must be screened off on the side bordering the existing house and back bordering the greenbelt area with a 1.8m high green shade cloth (80%) and wire fence (such as bonnox) this includes the side front even if there is a greenbelt in between the construction site and neighboring house. Where the construction site is in between two existing houses both side boundaries must be fenced. If boundary walls are going to be erected they can be erected first and then they can be used in place as screening. The fence may not be erected outside any of the cadastral boundaries of the property, and in particular not encroach onto the pavement area on the street boundary. This fence must be maintained in a neat and tidy manner throughout the construction period.

6.3.11 A refuse bin (210 liter drum), skip bin or rubbish fenced off area 2 meter X 3 meter X 1.8 meter high of green shade cloth (80%) and wire fence next to contractors shed must be in place.

There will be no exception to these rules to ensure the privacy of the residents already living in Waterlake farm.

6.3.12 Building deposit is paid to HOA.(section 7)

6.3.13 There are no outstanding levies or any other fees owed to the HOA.

6.3.14 When all the conditions in 6.2 have been met then only will the **Building Approval Checklist** be signed off by the relevant parties as contemplated in sub clause 3.2 and building can then commence. (See Annexure 2).

6.4 **Site Inspections:**

6.4.1 An amount of R3 200-00 will be deducted from the Deposit amount above to cover for inspections done by the Aesthetics committee for three inspections during the building process (a. foundations excavated; b. window cell height; c. roof height). These inspections are necessary to ensure that all owners build according to the approved plans and guidelines relating to style.

7. Building Development Deposit:

- 7.1 A refundable deposit (as determined by the HOA) shall be paid by the applicant or owner on submission of the building plans to the Estate Architectural Review Committee to cover the costs of rehabilitating public sidewalks, road, open spaces, parklands and adjoining stands. The said deposit shall also cover cost caused by non-compliance with the building plans and regulations where the building contractor fails to carry out the following:
- 7.1.1 Replanting of grass or trees damaged through building activities.
 - 7.1.2 Removal of rubble or rubbish left on the sidewalks or adjoining stands.
 - 7.1.3 Repairs to any damaged street fixtures, streetlights, litterbins, benches, etc.
 - 7.1.4 Repairs to any damaged electrical and telephone boxes or any manhole covers.
 - 7.1.5 Repairs to any damaged road surface, kerbs or storm water drains on the street side.
 - 7.1.6 Repairs to any damaged paving and concrete split on paved surfaces; and those not cleaned up properly
 - 7.1.7 Repairs to water irrigation pipes or sprinklers damaged.
 - 7.1.8 Repairs to any cable or pipes damaged during any excavation activities.
- 7.2 Complete building in accordance with the approved building plans.
- 7.3 Plaster and paint boundary walls both sides.
- 7.4 Conceal all plumbing pipes exposed from the building.
- 7.5 Remove all signboards
- 7.6 The development deposit or unutilized portion thereof will be refunded after the completion of construction if not retained to cover the costs of items mentioned above. The said deposit shall also not be released until the HOA has confirmed that the house was built in accordance with the plans approved by the Estate Architectural Review Committee.
- 7.7 In the event of a resold stand the payment of the development deposit will remain the responsibility of the owner and failure to effect such payment will lead to access restriction and the suspension of the building activities on site by the Association.
- 7.8 The owner will not be entitled to interest on the development deposit.

8. Site Access and Identification Cards:

- 8.1 The contractor/sub-contractors and the owner shall adhere to and co-operate with the security measures and procedures implemented by the HOA.
- 8.2 The main contractor and sub-contractors appointed shall not be allowed access to the Estate for the purpose of carrying out service on any property/ies situated in the Estate or any other purpose unless he is in possession of a valid access card and or his staff compliment are in possession of valid identification card/s issued by the Security Manager.(see Annexure:3 application form)
- 8.3 All contractors **prior** to commencing with services on any property in the Estate will apply for identification cards at the main security gate at a cost of R30,00 per card for him and his designated personnel (staff compliment) that will be carrying out services in the Estate. The said cards shall be issued on completion of the relevant forms (see annexure 5 application form), and the payment of the said prescribed fee. **Two copies** of ID documents or Passports are also required for each applicant.
- 8.4 The contractors and any of his staff members shall at all times be required to be in possession of their ID card/s whilst they are in the Estate premises. Any contractor or his staff wishing to enter the Estate, for the carrying out of services, without the ID card shall be denied access to the Estate.
- 8.5 Any contractor or any of his staff members that have lost their ID card/s for access to the Estate shall through the service provider of the owner pay the replacement fee as set by the Estate Manager from time to time. The fee is presently set at R30, 00 per ID card.
- 8.6 All special contractors have three days to complete their work at a building site. Thereafter if more time is needed **they will have** to register as a subcontractor. (see Annexure:3 application form)
- 8.7 All special contractors must still produce proof of identification (ID, driver's license or passport)
- 8.8 Contractor activity and/or delivery of material is only allowed during the following "public time" hours: **Mondays to Fridays - 07h00 to 17h00.**
- 8.9 No services will be carried out by the contractors in the Estate outside the regulated time stated herein. **A penalty fee of R500, 00** will be enforced against any owner and/or contractor who transgresses the provision of these rules.
- 8.10 Under no circumstances will any form of services and/or construction be allowed on the Estate on a Saturday, Sunday, Public Holiday and December builder's break. Waterlake Farm is essentially a game reserve and these times are reserved for residents to enjoy the peace and tranquility of the estate.

- 8.11 The delivery of equipment and material in the Estate shall be denied if:
- 8.11.1 The said vehicle used has a mass load exceeding 8 tons per axle.
 - 8.11.2 Delivery trucks of bricks and pavers are restricted to 10 pallets of 500 bricks each per load.
 - 8.11.3 No interlink trucks will be allowed in the estate.
 - 8.11.4 Mixer trucks are restricted to 6 cubic meters loads.
- 8.12 All vehicles drivers entering the estate may be asked to produce positive identification for security purposes.
- 8.13 All vehicles entering or leaving the Estate may be subject to a search by the Estate Manager, security manager or appointed security personnel.
- 8.14 All contractors, sub-contractors and their workers must enter the Estate through the designated entrance, whether arriving in vehicles or on foot, and must strictly adhere to the Security & Access Protocol in force at the time.
- 8.15 The point of access and egress for deliveries is through the deliveries/contractors gate. It is the left access point of the main gate of Waterlake Farm Estate.
- 8.16 The speed limited within the Estate is 30 km/hr for ordinary cars and 20 km/hr for delivery vehicles. Transgression of road signs, speed limit, and / or reckless driving will not be accepted within the Estate. Due care must be taken that no road/s are blocked during loading or off-loading of material and equipment at any building sites. Those who transgress this rule will be liable to pay a fine of R500, 00 and such fine is to be paid within 5 days after it has been imposed.
- 8.17 No domestic animals belonging to the service provider or his staff compliment shall be permitted in the Estate.
- 8.18 Noise reduction is essential within the Estate and will be regulated by the HOA. The HOA through its law enforcement agency has the right to limit all unnecessary noise by contractors and their staff compliment. Talking loudly, shouting, whistling, radios, hooters and revving of motors might cause such noise.
- 8.19 The contractors shall be expected to conduct their operation in a reasonable and co-operative manner. Should the HOA have any concerns with regard to the contractors manner of carrying out of business or any of his staff compliment the HOA may rectify as deemed necessary such concern and / or reserve the right suspend the building activity indefinitely or until such undesirable conduct has been rectified, which it may do by notifying the owner of such a decision.
- 8.20 The contractor and his staff compliment shall only be permitted to enter or exit the Estate through the designated points at the entrance, and only by being transported by a vehicle of the service provider.

9. Discipline and Security:

- 9.1 The owner and the service provider appointed shall be responsible for the discipline of the service provider's staff compliment and ensure that the said staff compliment adhere to the rules and security measures imposed from time to time by the Association during their activities within the Estate.
- 9.2 The staff compliment of the service provider shall be transported by vehicles to and from their place of work within the Estate by the service providers or designated personnel. The staff compliment who is working on more than one site and who has to move between different sites in the Estate shall only do so by means of a vehicle.
- 9.3 The service provider shall ensure that there is adequate protection available for all vehicles accessing the Estate and using hydraulics i.e. cranes.
- 9.4 Any employment dispute between the owner, service provider and his staff compliment shall be settled outside the boundaries of the Estate.
- 9.5 Should any service provider be found to be:
- 9.5.1 disturbing any park areas and any communal areas,
- 9.5.2 removing any building material or any property other than the building rubble or refuse from the Estate without the required authorization from owner or possessor of the material or property,
- 9.5.3 committing a crime or suspected to have committed a crime,
- 9.5.4 carrying a firearm while at the Estate, and / or being in possession of a firearm or any other dangerous weapon,
- The said person shall be expelled and refused access to the Estate pending the determination of his case by the relevant state authority and the HOA
- 9.6 The property owner will be held responsible for any damages caused to the Estate property by his service provider and his staff compliment. This includes damages to roads, kerbs, plants, irrigation systems and damage to any private property. The owner shall be required to effect payment for whatever repairs are required to be done in order to repair the damaged property. The amount to be paid shall be determined by the HOA and payment will be settled within 5 days to the HOA after the said determination. If the party who breached his rule fails to remedy the defect as mentioned above, the HOA shall reserve a right to enforce its rights in law and can in so doing also deny the defaulting party access to the Estate.
- 9.7 The HOA shall quantify the nature, extent and costs of repairing the damages caused. The HOA shall further identify the defaulting party and the method used in causing such damages.

- 9.8 The owners, service providers and all service provider staff compliments working on the site must at all times adhere to the rules and regulations set out in the Environmental Management Plan (EMP) approved for the Estate, a copy of which is attached hereto marked "B" and forms an integral part of this document.

10. Housekeeping and Site procedures:

- 10.1 The site is to be kept as clean as possible and general cleaning and housekeeping practice must take place during building operations.
- 10.2 No building related activity might encroach onto adjacent stands, park areas, or any communal areas. Any contractor transgressing this rule is subject to a R2000, 00 fine being imposed by the HOA. The said penalty is to be paid within 5 days after it has been imposed.
- 10.3 There shall be no concrete, cement or any such material mixed or prepared by the contractor on any of the roadways, greenbelt areas or pathways.
- 10.4 The materials that are to be off loaded on site by contractors may not encroach into an adjacent site, parks, roadways and pathways unless permission has been obtained from the lawful owner of the sit and the security manager in respect of the parks, roadways and pathways. The contractor shall be responsible for the removal of any sand, cement or rubble that may be washed or blown onto the road, pavement and adjacent site during building operations. Transgression to this rule will result in a fine of R1000, 00 per incident being imposed and to be payable to the HOA within 5 days after it has been imposed.
- 10.5 Where delivery of the material by the contractor is impossible due to the location of the stand, the service provider shall ensure that the said material is transported and put on site by means of alternative transport.
- 10.6 All refuse bin, skip bins or rubbish fenced off areas have to be cleaned at least once a week. No rubbish may be burnt or buried underground on site. No form of paper, plastic bags, empty food or beverage containers, cement bags, tile off cuts, ceiling boards, roof tiles, rubble or the like are to be left lying around on any building site, adjoining property, open space, parklands, roads or sidewalks. In the event of transgression of this rule, the Estate Manager is permitted to suspend building activities with immediate effect and without prior notice to the owner and / or his service providers and arrange for a skip water bin to be delivered to the relevant stand for cleanup purposes. The cost of the bin and the cleaning up of the rubble will be for the account of the owner.
- 10.7 The Main Contractor will ensure that the parkland, storm water system, roadways and pavements at this building site are kept clean and tidy at all times.
- 10.8 The pollution and contamination of the groundwater and runoff water in the Estate is of particular concern. All contractors working on a building site shall ensure that

special care is taken in the handling, disposal and cleaning up operations on site. Particular care on site should be taken on use of paint, tile grout, tile adhesive, cement, rhino lite, chemicals, oil fuel etc. transgressions will result in a fine of R200,00 together with payment of costs for the rehabilitation of the polluted area. The said fine shall be payable within 5 days after it has been imposed.

- 10.9 No fires may be made at the Estate and any transgressor to this rule will be liable to pay a fine of R1 000, 00 within 5 days after it has been imposed.
- 10.10 No temporary connected toilet to the main sewerage system or "long drops" toilets will be permitted. The contractor shall ensure that toilet structures and changing facilities are at all times suitably screened from the public view.
- 10.11 All chemical toilets have to be serviced at least once a week. The Security manager or Estate manager may inspect the toilet at any time and deny access should be granted by all contractors and their staff compliments if these rules are not adhered to and arrange for servicing of the toilet at the cost of the owner.
- 10.12 Electrical power required for construction work on building sites are to be provided only by means of:
 - 10.12.1 Portable electrical generators.
 - 10.12.2 Approved electrical connections from the electricity box designated for that property to a temporary distribution box (DB), complying with the applicable safety regulations imposed by the applicable laws. All temporary DB's used must be equipped with an earth leakage and plug points where electrical power tools or extension leads can be plugged into.
- 10.13 No direct connections to the electricity box designated for that property through extension leads or power tools will be allowed. Electrical connections may only be one by the relevant authority or its agents.
- 10.14 The HOA have the right to inspect all sites at any time and the right to access may not be denied to an official of the SPOA or a representative such as security officials.
- 10.15 Inspections particularly prior to weekends and public holidays will be made to ensure that the sites are left in good order and that all safety precautions have been taken for the protection of visitors, human and animal.

11. **LEGAL STATUS.**

- 11.1 The owner and contractor/s hereby declare that they understand the contents of these rules and confirm that they are bound by the terms and conditions contained

herein. The owner and contractor/s further undertake to enforce the said rules to other third parties who will carry out work at the Estate through them.

- 11.2 The owner and contractor/s further undertake to comply with any other rules and regulations to be imposed by the HOA from time to time. All contractors shall provide their particulars by completing an application form (see annexure: 3) prior to the commencement of work. If any of the particulars provided change, the contractor shall notify the security accordingly by completing another form.
- 11.3 The HOA reserves a right to unilaterally amend these rules from time to time when it becomes necessary to do so.
- 11.4 Failure by any contractor to comply with these rules will result in the enforcement of the penalties, fines and suspension as stipulated in the rules.
- 11.5 The HOA shall enforce the penalties, fines and suspension imposed as a result of the contravention of the Rules. **Any fine imposed will be payable to Waterlake Farm Estate Homeowner's Association within 5 working days at the Estate Manager's Office. If the fine is not paid within the prescribed period, building operations will be suspended until such time as payment has been made.**
- 11.6 These rules supersede the and substitute any or all previous rules enacted by the Association for the conduct of the building activities in the Estate.

12. **DISCLAIMER**

- 12.1 The Association (as an Association incorporated in terms of section 21) and its members accept no liability of whatsoever nature arising from any damages and losses sustained as a result of the suspension of the building activity caused by the contravention of the rules embodied herein.
- 12.2 The service provider and owner shall have no claim against the Association and its members for the damages and losses sustained, arising from the penalties imposed by the Association as a result of breach of the provisions of these rules

13. **INSURANCE AND STATUTORY REQUIREMENTS**

- 13.1 The service provider shall ensure that they comply with all statutory and regulatory requirements imposed in their industry by the local authority, national and provincial government, private institutions such as BIFSA and NHBRC.
- 13.2 The service provider shall further ensure that he takes out the necessary insurance cover from insurance institutions that is relevant to the activities to be carried out on site.
- 13.3 The service provider shall ensure that he complies with all the employment laws applicable to his industry.

13.4 All owners must therefore ensure that their service providers comply with the above requirements.

14. ACKNOWLEDGEMENT

14.1 The owner and contractor/s hereby declare that they understand the contents of these rules and confirm that they are bound by the terms and conditions contained herein. The owner and contractor/s further undertake to enforce the said rules to other third parties who will carry out work at the Estate through them.

14.2 The owner and contractor/s further undertake to comply with any other rules and regulations to be imposed by the HOA from time to time. All contractors shall provide their particulars by completing an application form (see annexure: 3) prior to the commencement of work. If any of the particulars provided change, the contractor shall notify the security accordingly by completing another form.

14.3 The HOA reserves a right to unilaterally amend these rules from time to time when it becomes necessary to do so.

14.4 Failure by any contractor to comply with these rules will result in the enforcement of the penalties, fines and suspension as stipulated in the rules.

14.5 The HOA shall enforce the penalties, fines and suspension imposed as a result of the contravention of the Rules. Any fine imposed will be payable to Waterlake Farm Estate Homeowner's Association within 5 working days at the Estate Manager's Office. If the fine is not paid within the prescribed period, building operations will be suspended until such time as payment has been made.

Owner Name:

Owner Signature:

Date:

Place:.....

Contractor Signature:

Date:

Place:.....

Witness:.....

Witness:.....

ANNEXURE: 1

Building Approval Checklist:

- This checklist acts as a guideline for the Owners to ensure that the pre-conditions listed, have been complied with before the site can be handed over for building.
- The owner shall give the HOA at least 14 days' notice of his intent to start building, and provide the following information with the notice, for the site meeting for the Handover of the Site to the Owner:

STAND NO:		
OWNER:	NAME:	
	TEL NO:	
MAIN CONTRACTOR/ PROJECT MANAGER:	NAME:	
	TEL NO:	
ARCHITECT:	NAME:	
	TEL NO:	
ENGINEER:	NAME:	
	TEL NO:	

Conditions for Building Site Handover:		Verified by HOA:
1.	All plans including building, storm water management and landscaping have been approved by Estate Architectural Review Committee, HOA and the local authority. Copies supplied to HOA.	
2.	Stand boundary pegs correct by certificate of Surveyor to be handed to the HOA.	
3.	The footprint and actual house position, as well as the driveway and cadastral boundary clearly marked out certified by such certificate.	
4.	All relevant municipal connections such as electrical, water have been completed by the relevant authorities	
5.	Contractors shed and chemical toilet placed in correct location.	
6.	Contractors shed and chemical toilet fenced in with 1.8 meter high 80%green shaded cloth and wire fence.	
7.	Boundary fences correctly screened off. (par.6.3.10. in Building contractors rules)	
8.	Refuse bin (210 liter drum), skip bin or rubbish fenced off area 2 meter X 3 meter X 1.8 Meter high with green shade cloth (80%) and wire fence next to contractors shed in place	
9.	Approval of building board by HOA.	
10.	Proof of payment of building deposit to HOA	
11.	No outstanding levies or other fees to HOA	

Signatories:

Owner Name:

Owner Signature: Date:

Main Contractor Name:

Main Contractor Signature: Date:

HOA Representative Name:

HOA Representative Signature: Date:

Estate Architectural Review Committee Name:

Estate Architectural Review Committee Signature:.....Date:.....

Security Manager Name:

Security Manager Signature: Date:.....

ANNEXURE: 2

PENALTIES AND FINES	
1.	Development deposit not paid <i>Zero tolerance – building activities to be suspended without notice and with immediate effect.</i>
2.	Contractors application for registration not submitted <i>R500,00</i>
3.	Building commenced without Waterlake Farm Estate Homeowner's Association / Municipal approval <i>Zero tolerance – building activities to be suspended without notice and with immediate effect.</i>
4.	Damage to buildings board <i>R1000,00</i>
5.	Building deviates from approved plans <i>Forfeit development deposit.</i>
6.	Illegal Eskom / Water connection <i>Report to authorities.</i>
7.	No toilet on site / no screen around toilet / change area <i>Zero tolerance – building activities to be suspended without notice and with immediate effect.</i>
8.	Parkland not barricaded / dumping on parkland <i>R2000, 00 per incident. After 3 incidents building activities to be suspended with immediate effect and without notice. Estate Manager to arrange for a skip waste bin at owner's cost.</i>
9.	No bin / skip o site – cleanliness on road / pathway / pollution <i>R200, 00 per incident. After 3 incidents building activities to be suspended with immediate effect and without notice. Estate Manger to arrange for a skip waste bin at owner's cost.</i>
10.	Water, mud, cement spilling on road / pathway / pollution <i>R200, 00 per incident.</i>
11.	Damage done to plants, GPO, electric box, road furniture <i>At cost + 50% admin</i>
12.	Dumping of rubble on sidewalk / adjacent property <i>R500, 00 per incident. After 3 incidents building activities to be suspended with immediate effect and without notice. Estate Manager to arrange for a skip waste bin at owner's cost.</i>
13.	Boundary wall not plastered and painted <i>Forfeit development deposit.</i>
14.	Unsafe building site <i>Zero tolerance – building activities to be suspended without notice and with immediate effect.</i>
15.	Fire made at Estate <i>R1000, 00 per incident.</i>
16.	Lack of discipline with labor force <i>R200, 00 per incident.</i>
17.	Laborer walking around Estate <i>R100, 00 per incident.</i>
18.	Color of walls unacceptable <i>Forfeit development deposit.</i>
19.	External plumbing exposed (upper floor) <i>Forfeit development deposit.</i>
20.	Speeding, ignoring stop street, reckless driving, unlicensed vehicle <i>R250, 00 per incident.</i>
21.	Noncompliance with Association access and egress <i>R5000, 00 per incident and zero tolerance – building activities to be suspended without notice and with immediate effect.</i>
22.	Contractors egress in respect of time restrictions <i>R200,00 per laborer</i>
23.	Contractor entry during non-regulated building times <i>R5000, 00 per incident and zero tolerance – building activities to be suspended without notice and with immediate effect.</i>

ANNEXURE: 3

Building Contractors Registration Form:

Any Contractor or Sub Contractor applying for access cards are required to have the following:

1. Valid Identification ID or Passport.
2. 2 Copies of ID of Passport.
3. R30-00 Admin fee

CONTRACTOR DETAILS:		Stand Number:	
<u>Company Name:</u>			
<u>Trade:</u>			
<u>Contact Person:</u>			
<u>Listing building sites:</u>			
<u>Street Address:</u>			
<u>Postal Address:</u>			
<u>Tel No:</u>			
<u>Cell No:</u>			
<u>Fax No:</u>			
<u>e-mail:</u>			
<u>Work compliment figure:</u>			

