

# **Waterlake Farm Home Owners Association**

## **CONSTRUCTION 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 **CONSTRUCTION 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 Rules.
- 1.6 The owner, main contractor and all other contractors working at Waterlake Farm must sign acceptance of this Construction Rules prior to any work commencing on site.
- 1.7 Access to the Estate will be strictly controlled at all times both for vehicle 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 Construction Rules, the Waterlake Farm Rules of Conduct and Waterlake Farm Architectural Rules 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 Committee, Estate's architect and Manager**. (See Annexure A).
- 3.3 Construction of the main dwelling house and outbuildings on the property must be completed within 13 (thirteen) 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 Construction Rules apply in respect of any further alterations, additions, walls, fencing, exterior lighting, facade 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 Annexure **C**; 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 that in the absence of a main contractor, all contractors,

subcontractors to sign the Construction 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)

4.3.3 The Owner Builder assumes and accepts all conditions & responsibilities of the Contractor set out elsewhere in this document.

4.3.4 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:

- Architect (Arch);
- Quantity Surveyor (QS);
- Engineer (Eng.);
- 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 **Construction 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

To start construction all, the conditions of 0. and the conditions set out in 6.2. to 6.14 must be met.

- 6.1 Provisional access to the stand will be given after the building deposit was paid for the purposes to prepare the site for building. This will include surveying to identify the site boundaries / pegs, installation of municipal services, to place the chemical toilet, the construction shed and to fence of the property. No other activities such as the clearing of the stand may take place before that site has been handed over.
- 6.2 The Homeowner who wants to start construction to the new home, must give the HOA 14 days' written notice for request of site hand over.
- 6.3 For the site to be handed over all conditions in the **Building Approval Checklist** must be met and is signed off by the relevant parties and the following 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. No deviation to the approved building plans will be allowed and any changes to these plans must be submitted to the Aesthetics / Architectural committee for approval.
  - 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. The 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.**

6.3.6. 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.

6.3.7. Contractors shed must be of respectable standard and well maintained for the whole building period.

6.3.8. 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.

6.3.9. The building site must be fenced as per Annexure D

6.3.10. A refuse bin (210-litre 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.

6.3.11. All temporary structures erected on site (builder's sheds, site offices, toilets, etc.) should be of an aesthetically acceptable standard. The HOA reserve the right to request the removal of sub-standard temporary structures.

**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.

- 6.4. When all the conditions in 6.3 have been met then only will the **Building Approval Checklist** be signed off by the relevant parties then building can then commence. (See Annexure A).
- 6.5. All greenbelt areas and pathways must be kept clear, under no circumstances may the greenbelt be used to store building material or building rubble.
- 6.6. One SAIA building board may be erected on the site and without obstruction of any view. This board must be removed after completion of construction. No sub-contractor boards may be erected.

## 7. **BUILDING DEPOSIT**

A refundable deposit (as determined by the HOA), currently R50 000 for new dwellings and R25 000 for alterations to the home, shall be paid by the applicant or owner on submission of the building plans to the Estate's Aesthetics' / Architectural 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:

- 7.3. Replanting of grass or trees damaged through building activities.
- 7.4. Removal of rubble or rubbish left on the sidewalks or adjoining stands.
- 7.5. Repairs to any damaged street fixtures, streetlights, litterbins, benches, etc.
- 7.6. Repairs to any damaged electrical and telephone boxes or any manhole covers.
- 7.7. Repairs to any damaged road surface, kerbs or storm water drains on the street side.
- 7.8. Repairs to any damaged paving and concrete split on paved surfaces; and those not cleaned up properly
- 7.9. Repairs to water irrigation pipes or sprinklers damaged.
- 7.10. Repairs to any cable or pipes damaged during any excavation activities.
- 7.11. Complete building in accordance with the approved building plans.
- 7.12. Plaster and paint boundary walls both sides.

- 7.13. Conceal all plumbing pipes exposed from the building.
- 7.14. Removal of all signboards
- 7.15. 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.
- 7.16. 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.
- 7.17. The owner will not be entitled to interest on the development deposit.

**8. SITE ACCESS AND IDENTIFICATION CARDS:**

- 8.3. The contractor/sub-contractors and the owner shall adhere to and co-operate with the security measures and procedures implemented by the HOA.
- 8.4. 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 HOA. (Annexure: C application form)
- 8.5. 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 R50,00 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 C application form), and the payment of the said prescribed fee. **Two copies** of ID documents or Passports are also required for each applicant. Lost ID cards will be replaced at a cost of R50.00
- 8.6. 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. 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.

- 8.7. 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 C application form)
- 8.8. All special contractors must still produce proof of identification {ID, driver's license or passport)
- 8.9. Contractor activity and/or delivery of material is only allowed during the following "public time" hours: **Mondays to Fridays - 07h00 to 17h00.**
  - 8.9.1. No services will be carried out by the contractors in the Estate outside the regulated time stated herein, only bona fide gardening will be allowed Saturdays between 8:00 and 17:00 in accordance of the estate's rules.
  - 8.9.2. Contractors and their staff are not permitted on site outside of these hours without special permission. Any staff on site after building hours will be deemed to be trespassing and will be removed from site by the security guards.
  - 8.9.3. Deliveries to and removals from the site should be scheduled during the abovementioned building times only.
  - 8.9.4. 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.
- 8.10. The delivery of equipment and material in the Estate shall be denied if:
  - 8.10.1. The said vehicle used has a mass load exceeding 8 tons per axle.
  - 8.10.2. Delivery trucks of bricks and pavers are restricted to 10 pallets of 500 bricks each per load.
  - 8.10.3. No interlink trucks will be allowed in the estate.
  - 8.10.4. Mixer trucks are restricted to six cubic meters loads.
- 8.11. All vehicles' drivers entering the estate may be asked to produce positive identification for security purposes.

- 8.12. All vehicles entering or leaving the Estate may be subject to a search by the estate manager, security manager or appointed security personnel.
- 8.13. 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.
- 8.14. 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.
- 8.15. 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.
- 8.16. No domestic animals belonging to the service provider or his staff compliment shall be permitted in the Estate.
- 8.17. 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 rewing of motors might cause such noise.
- 8.18. 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 contractor's 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.
- 8.19. 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:**

- 9.3. 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.
- 9.4. 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.
- 9.5. The service provider shall ensure that there is adequate protection available for all vehicles accessing the Estate and using hydraulics i.e. cranes.
- 9.6. Any employment dispute between the owner, service provider and his staff compliment shall be settled outside the boundaries of the Estate.
- 9.7. Should any service provider be found to be
- 9.7.1. disturbing any park areas, and any communal areas, poaching
  - 9.7.2. 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,
  - 9.7.3. committing a crime or suspected to have committed a crime,
  - 9.7.4. 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 government authority and the HOA
- 9.8. 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, curbs, plants, irrigation systems and damage to any private property. The owner shall be required to effect payment for whatever repairs are required to 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.

- 9.9. The HOA shall quantify the nature, extent and costs of repairing the damages caused.
- 9.10. 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:**

- 10.3. The site is to be kept as clean as possible and general cleaning and housekeeping practice must take place during building operations.
- 10.4. No building related activity might encroach onto adjacent stands, park areas, or any communal areas. 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.
- 10.5. 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 site 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.
- 10.6. 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.
- 10.7. 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.

- 10.8. 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.
- 10.9. 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.
- 10.10. No fires may be made at the Estate.
- 10.11. 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.
- 10.12. 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.
- 10.13. Electrical power required for construction work on building sites are to be provided only by means of:
  - 10.13.1. Portable electrical generators.
  - 10.13.2. 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.

10.13.3. 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. SITE INSPECTIONS**

An amount of R4000 will be deducted from the Deposit amount above to cover for the inspections done by the Aesthetics Committee Estate Architect) for four inspections during the building process (a. Foundations excavated; b. Window sill height; c. Roof height; d. Final inspection). It is the owner's responsibility to inform the estate's architect of the progress made and when the inspection is required. These inspections are required to ensure that the dwelling is build according to the approved plans. R1000 per inspection will be levied for any additional inspections.

The Estate Architect to be informed timeously of the date of inspections required.

If an Owner neglects to inform the Estate Architect when inspections are due, as stated above, the Estate Manager has the authority to stop building work.

A final inspection to be performed by the Estate Architect on completion, issuing an Occupation notification.

## **12. FINAL COMPLETION**

A final inspection to be performed by the Estate Architect on completion, where after an Occupation letter be issued before the local authority will issue an Occupational Certificate.

The building deposit will not be refunded to the Owner if final "As-Built" drawings have not been submitted and approved.

It is the Home Owner's responsibility thereafter to arrange an occupation certificate from the Local Authority.

## **13. LEGAL STATUS**

13.3. 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.

13.4. 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: C) prior to the commencement of work. If any of the particulars provided change, the contractor shall notify the security accordingly by completing another form.

13.5. The HOA reserves a right to unilaterally amend these rules from time to time

13.6. 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 and tabled as Annexure B or the Rules of Conduct published on the Estate's website.

13.7. 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 Office. If the fine is not paid within the prescribed period, building operations will be suspended until such time as payment has been made.

13.8. 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.

#### **14. DISCLAIMER**

14.3. 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.

14.4. 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

#### **15. INSURANCE AND STATUTORY REQUIREMENTS**

15.3. 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 NHBR.

15.4. 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.

15.5. The service provider shall ensure that he complies with all the employment laws applicable to his industry.

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

#### **16. GENERAL**

It is the responsibility of the Home Owner to distribute the “Building Process” rules to his/her building contractor and/or subcontractors.

## 17. **ACKNOWLEDGEMENT**

- 17.1. 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.
- 17.2. 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: C) prior to the commencement of work. If any of the particulars provided change, the contractor shall notify the security accordingly by completing another form.
- 17.3. The HOA reserves a right to unilaterally amend these rules from time to time when it becomes necessary to do so.
- 17.4. 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.
- 17.5. 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.
- 17.6. Should the HOA have any reservations with regard the conduct of/or in the event of a regulation transgression by the contractor and/or subcontractors, the HOA will notify the Home Owner verbally or in writing of said transgression and set a time for rectification. If the issue is not satisfactorily resolved by the end of this time limit, the HOA then reserves the right to withdraw the Home Owner's Building Permit and suspend building operations until such conduct / regulation transgression has been rectified.

Owner Name and Surname: \_\_\_\_\_

Stand Number

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Signed on behalf of the contractor

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness: \_\_\_\_\_

**ANNEXURE: A**

**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:	
TEL NO:	
ARCHITECT:	
TEL NO:	
ENGINEER:	
TEL NO:	

Conditions of 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 Construction 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	

Should you wish to deviate from you original approved building plan, new approval is to be obtained prior to any building/alterations being made. Building activities to be suspended without notice and with immediate effect.

**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: \_\_\_\_\_

HOA Representative Name: \_\_\_\_\_

HOA Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ANNEXURE: B**

PENALTIES AND FINES:	
Public indecency	R2 000 per incident and zero tolerance. After 3 incidents, access will be revoked.
Development deposit not paid	Building activities to be suspended without notice and with immediate effect.
Contractors application for registration not submitted	R1 000
Building commenced without Waterlake Farm Estate Homeowner's Association / Municipal approval building activities to be suspended without notice and with immediate effect.	Building activities to be suspended without notice and with immediate effect.
Damage to buildings board	R2 000
Building deviates from approved plans	Forfeit development deposit and occupation certificate will not be issued.
Illegal Eskom / Water connection	Report to authorities and R5000 fine
No toilet on site / no screen around toilet / change area	Building activities to be suspended without notice and with immediate effect
Parkland not barricaded / dumping on parkland	R4 000 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.
No bin / skip on site - cleanliness on road / pathway / pollution	R1 000 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.
Water, mud, cement spilling on road /	R400 per incident and to be cleaned by the

pathway/ pollution	contractor
Damage done to plants, GPO, electric box, road furniture	Fine equal to repair cost + 50% of repair cost as admin fee
Dumping of rubble on sidewalk / adjacent property	R1000 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.
Boundary wall not plastered and painted	No occupation certificate and penalty levy
Unsafe building site Zero tolerance	building activities to be suspended without notice and with immediate effect.
Fire made on the building site or any other prohibited area.	R2 000 per incident
Labourer of contractor not on building site, but found on any other part of the estate.	R1 000 per incident
Colour of walls unacceptable.	To be changed in line with Architectural rules, No Occupation Certificate
Transgressing traffic rules and speeding	R2000 per incident, access blocked after two incidents
External plumbing exposed (upper floor) Forfeit development deposit.	To be fixed. No Occupation Certificate
Non-compliance with Association access policy	R10 000, 00 per incident. After three incidents, contractor prohibited to enter the estate
Contractor entry during non-regulated building times	R10 000 per incident and building activities to be suspended without notice and with immediate effect.

**ANNEXURE: C**

**Building Contractors Registration Form:**

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

Valid Identification ID or Passport.

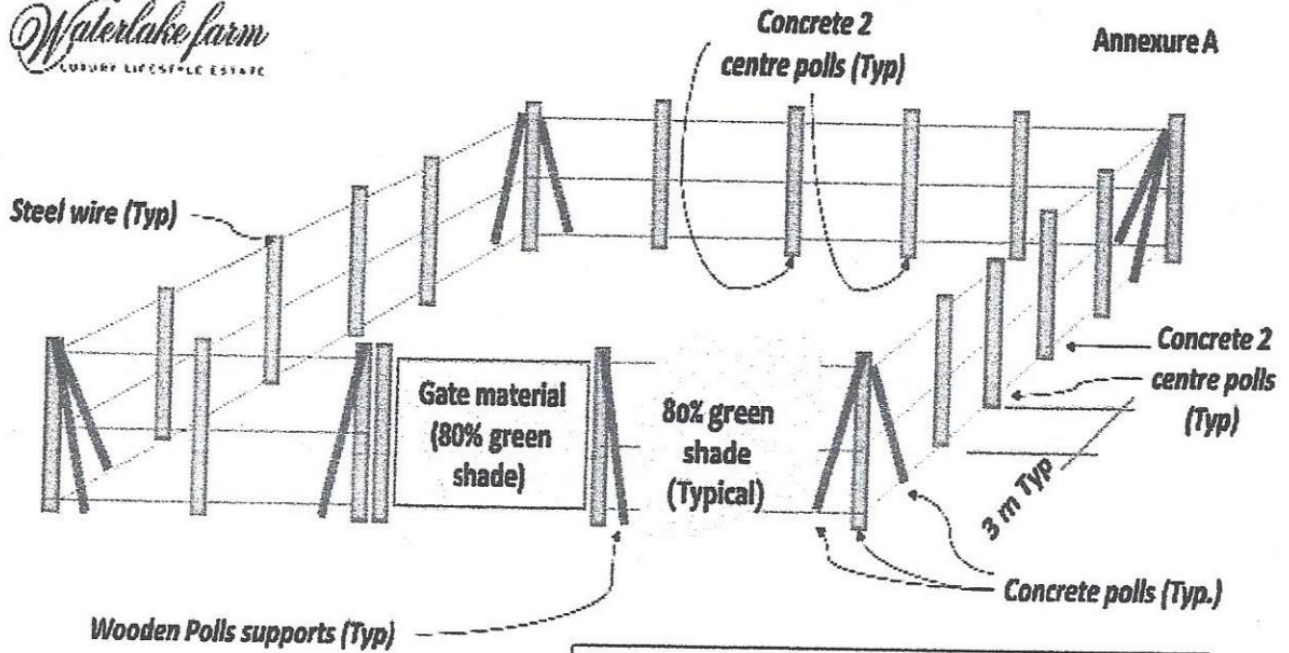
2 Copies of ID of Passport.

R50-00 Admin fee

CONTRACTOR DETAILS:		STAND NUMBER:	
Company Name:			
Trade:			
Contact Person:			
Listing building sites:			
Street Address:			
Postal Address:			
Tel No:			
Cell No:			
Fax No:			
E-mail:			
Work compliment number:			

## ANNEXURE D

1. Site must be screened off on all four boundaries with 1.8m high 80% green shade netting affixed to planted wooden poles.
2. A 4- or 5-meter gate opening must be left on the road side which must be closed with a shade netting and pole gate when no building activities are taking place.
3. Poles must be treated eucalyptus or steel poles planted 3m apart at least 600mm into the ground and firmly compacted.
4. The 4 corner poles and the gate posts will be 100/125 CCA or thicker poles and concreted into the ground with two pole stays 50/75 or thicker also concreted in on each of the 4 boundaries of the site.
5. The two middle poles will be 75/100 CCA or thicker concreted in the soil.
6. The remaining poles can be 50/75 or thicker firmly planted in the ground as above
7. When the poles have been planted and concrete properly cured, galvanized wire (3.15 mm thick) must be affixed and tightened tightly at the top, bottom and middle of the poles before affixing the netting to the poles and wire with the appropriate cable ties. In such intervals to the wire that no flapping of the netting in the wind can occur
8. Construct a collapsible gate with a 50/75 pole on each side which can be firmly hooked on the gate posts to close the opening



**Fence Shade Specification**

- Use new shade material only
- Use 80% green shade only
- Torn, or nets with holes won't be allowed
- Use wooden polls (refer to screening specification)

Hand-drawn sketch

**Note: Read sketch in conjunction with Spec for Screening of Building Sites**