

# **HOMEOWNERS ASSOCIATION : BUILDING ACTIVITY GUIDELINES .**

## **Annexure - B".**

### **1. INTRODUCTION.**

- 1.1 The purpose of these Guidelines and Rules is to ensure that all building activities within Sable Hills Waterfront Estate occurs with the least possible disruption to the residents, the natural beauty and vegetation within the Estate. In the event of any uncertainty, residents and/or their contractors are most welcome to contact the HOA or the Architectural Committee.
- 1.2 Access to the Estate will be strictly controlled at all times both for vehicular and pedestrian traffic. Control will be exercised through the issue of identity cards and stickers which must be visible at all times when in the Estate. Temporary access will require previous notification which must be authorised by the HOA's security department.
- 1.3 The conditions governing building activity which are set out in this document are rules adopted by the HOA and are therefore binding on all residents, their contractors and sub-contractors. Furthermore, all residents are obliged to ensure that their building contractors and sub-contractors are made aware of the conditions and comply strictly with them. Residents are therefore required to include these conditions in their entirety in any building contract concluded in respect of property in the Estate, and all such contracts may be required to be submitted to the HOA for prior approval. The HOA has the right to suspend any building activity in contravention of any of the conditions and the HOA accepts no liability whatsoever for any losses sustained by a resident as a result thereof.

### **2. CONDITIONS REGARDING BUILDING CONTRACTOR ACTIVITY.**

- 2.1 The Owner of the plot undertakes to pay a building deposit in the sum of R3,500.00 (**THREE THOUSAND FIVE HUNDRED RAND**) to the Homes Owners Association before construction commences. This amount will be held free of interest by the Directors of the Home Owners Association. This deposit will be used to remove any rubble or make good any damage caused by the Owner's builder, for example kerbing, landscaping or community services. The building deposit shall be released subject to the submission to the HOA or Architectural Committee of the local authority certificate of occupation and shall only be refunded within 14 days once a clearance certificate has been issued by the HOA stating that there was no breach or non-performance to remove builders rubble or any damage caused by the contractor, sub-contractors or suppliers.
- 2.2 The HOA reserves the right to prevent the occupation of any house/structure if 2.1 have not fully been adhered to.
- 2.3 Main contractors will be issued with 3 temporary vehicle access permits for their vehicles to enter the Estate. All contractors and their personnel must obtain a casual employee I.D. card by lodging a valid I.D. document at the HOA security office.

- 2.4 All the main contractor/sub-contractor/supplier's workers must enter the Estate in an approved vehicle with a temporary access permit. All the workers must obtain a casual employee I.D. card by lodging a valid South African I.D. document.
- 2.5 No access will be granted to the Estate to any person or vehicle without the relevant I.D. card or access permit. This is non-negotiable.
- 2.6 Contractor activity and/or delivery of material is only allowed during the following "Contractors hours":
  - # Mondays to Fridays - 06h30 to 18h00.
  - # Saturdays - 07h00 to 13h00.
- 2.7 No contractor activity and/or delivery of material are permitted on Sundays and public holidays as these days are viewed as "contractors' hours".
- 2.8 No contractor personnel will be allowed to roam the Estate by foot or remain in the Estate outside of "contractors' hours" hours.
- 2.9 The vehicle access permit and casual employee I.D. card must be displayed at all times while in the Estate. Non compliance can result in security action.
- 2.10 The Owner of the stand guarantees and undertakes to ensure that the contractor registers all the contractor's vehicles, personnel and labourers with the Estate security, which will include the completion of any documents, the giving of all registration and identification numbers and the payment of all registration fees, as approved by the HOA from time to time.
- 2.11 The contractor shall erect a 1,5m high green shade cloth hoarding all along the perimeter of the stand as per the approved Site Development plan, before any building activities commences. This hoarding shall be maintained and kept in a serviceable condition for the duration of the construction process.
- 2.12 The contractor shall provide chemical toilets (at a ratio of one toilet per 25 workers) and washing facilities for all his workers, properly screened, within the stand, before any building activities commences.
- 2.13 No loitering of workers, parking of vehicles, dumping of rubble or storage of building material will be allowed outside of the stand.
- 2.14 The contractor shall make use of the "driveway" area, as indicated on the approved Site Development Plan, for access to the stand. This builder's access on the stand must be maintained and kept dust free for the duration of the building process.
- 2.15 Heavy penalties will be imposed on anyone damaging any vegetation or removing any trees not approved in writing by the HOA.
- 2.16 The site is to be kept as clean as possible of building rubble, with regular cleaning taking place during building operations. All hazardous waste must be removed from the Estate every day.
- 2.17 Where materials are off-loaded by a supplier encroaching onto the pavement or the roadway, these materials must be moved onto the site by the Contractor. No material must be allowed to remain on the roadway or pavement and it is the Contractors and Owners responsibility to clean the roadway of all such materials. The same applies to sand or rubble-washed or moved onto the road during building operations.

- 2.18 Professional boards alone may be erected and then only if they comply with the standards and details as laid down by the HOA. Copies of standards and details are available from the HOA on request. Such boards are not to be erected on the pavement. No sub-contractors boards are allowed. All boards must be removed after completion of construction.
- 2.19 The Owner shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property. The building deposit will be used to make good any damage caused.
- 2.20 All builders rubble shall be removed on a weekly basis and dumped in the demarcated area within the "Temporary Contractors Construction Yard" ( TCCY) for as long as space is available. Thereafter it must be removed from the Estate. No builder's rubble shall be burnt or disposed of elsewhere on the Estate.
- 2.21 The "Temporary Contractors Construction Yard" (TCCY) will be established on the outer perimeter of the Estate.
- 2.22 All construction related traffic (vehicular and/or pedestrian) shall go through the TCCY for security controlled access to the Estate.
- 2.23 All bulk delivery of building materials (in excess of 8 tonne) shall be made to the TCCY and then transported into the Estate by the contractor himself, in loads not exceeding 8 tonne.
- 2.24 The maximum speed limit in the Estate is 30 kph.
- 2.25 Should the HOA have any concern with the conduct of the contractor and/or sub-contractor, the HOA may rectify as deemed necessary and/or reserve the right to suspend building activity until such undesirable conduct is rectified, which it may do at any time and without notice, and without recourse from the Owner and/or contractor and/or sub-contractor.
- 2.26 The above document is fully understood and the contractor and Owner undertake to comply with the above points, in addition to any further controls which may be instituted by the HOA from time to time in the form of a written notification, and to ensure compliance by any sub-contractors employed by the contractor.
- 2.27 Only NHBRC registered and Master Builders contractors will be allowed to construct Buildings on this proposed estate. A list of approved contractors is available from the HOA on request.

### 3. **LEGAL STATUS.**

- 3.1 The rules and regulations governing building activities as set out in this document are binding on all Residents / Owners, their contractors and sub-contractors. All Residents / Owners are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly adhered to.
- 3.2 Residents / Owners are accordingly required to include these rules in their entirety in any building and architectural contract. Such contracts may be required to be submitted to the HOA.
- 3.3 The Architectural Committee shall not be liable for damage to any persons or association submitting any architectural plans for approval or to any owner of lands

within the Estate by reason of any action, failure to act, approval, and disapproval, with regard to such architectural plans. Any person or association acquiring the title to any property in the Estate or any persons or associations submitting plans to the Architectural Committee for approval, by doing so agree that he or it will not bring action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

- 3.4 The Architectural Committee shall keep written record of all applications submitted for approval, all actions approved/denied and any other actions taken by it under provisions of this body. These records will be safeguarded for at least one year.
- 3.5 The HOA reserves the right to suspend any building activity in contravention of any of the conditions and does not accept claims for any losses sustained by a Resident / Owner, contractor or sub-contractor as a result thereof.
- 3.6 All the regulations and guidelines contained in this document shall be a burden on the title to all the sites in the Estate.
- 3.7 Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining regulations and guidelines.

Signed at .....on the ..... day of ..... 200.....

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OWNER of STAND :

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CONTRACTOR:

/SABLE HILLS BUILDING GUIDE  
1<sup>st</sup> June 2005