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# ***BUILDING RULES AND REGULATIONS***

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Revised: 13/01/2014

## **1. Definitions**

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- i. AESTHETIC COMMITTEE means the committee appointed to oversee the implementation of the ARCHITECTURAL GUIDELINE (the GUIDE).
- ii. ARCHITECT means the person appointed by the HOMEOWNER as his architect and includes his partners, directors or associates.
- iii. ARCHITECTURAL PLANS means a set of plans prepared by the ARCHITECT for the construction of the HOMEOWNER'S IMPROVEMENTS on the ERF. (Must still include in document)
- iv. ASSOCIATION means the Val de Vie Winelands Lifestyle Estate Homeowners' Association.
- v. ANNEXURE A CONTRACTOR FEES is an attachment regarding the building levy applicable during the building process.
- vi. ANNEXURE B is an attachment with SHOC (Site handover certificate) deliverables and contact information for plan submission and site handover
- vii. ANNEXURE C FINE CHART is an attachment regarding fines applicable to this document
- viii. ANNEXURE D is the Indemnity form signed by Contractor and Owner when Local Government has provided temporary plan approval
- ix. ANNEXURE E is the document signed by the Landscaping Contractor, the Contractor and the Homeowner in undertaking and understanding the BRR (Building Rules and Regulations), fees and fines and undertaking to the procedures as defined in this document.
- x. ANNEXURE F will contain all relevant site information and must be completed by the Contractor.

- xi. BUILDERS LEVIES means such fees as payable for the duration of the construction period. The fees will be levied against the BUILDING CONTRACTOR - and will consist of a road levy and a building control levy as per Annexure A - Building Contractor fees.
- xii. BUILDING COMMITTEE means the committee established and represented by the TRUSTEES to monitor the contractors and building activity with the BUILDING CONTROL OFFICE.
- xiii. BUILDING CONTRACTOR/ CONTRACTOR means a building contractor approved by the DEVELOPER or the ASSOCIATION in terms of the CONSTITUTION in terms of criteria determined by the DEVELOPER or the ASSOCIATION and employed by an Owner of an Erf for the construction of BUILDING WORK/IMPROVEMENTS and LANDSCAPING.
- xiv. BUILDING RULES AND REGULATIONS (hereafter BRR) means the agreement signed by the HOMEOWNER, the BUILDING CONTRACTOR and the HOA before the commencement of any BUILDING WORK/IMPROVEMENTS on the ERF on behalf of the HOMEOWNER.
- xv. BUILDING CONTRACTORS' FEES are the fees as per Annexure A payable by the BUILDING CONTRACTOR to the HOA in order to be allowed to do any BUILDING WORK/IMPROVEMENTS on the DEVELOPMENT. These fees may be amended from time to time by the HOA.
- xvi. BUILDING CONTROL OFFICE (hereafter BC OFFICE), means the office duly employed by the HOA to monitor the construction progress.
- xvii. BUILDING CONTROL OFFICER (hereafter BCO) means the candidate nominated by the BC OFFICE to do regular site inspections, give feedback, issue fines and deliver a site report at his discretion.
- xviii. BUILDING PERIOD means the period of time that the BUILDING CONTRACTOR will be busy with BUILDING WORK/IMPROVEMENTS on the ERF. The BUILDING PERIOD will be calculated in whole calendar months by the HOA and the BUILDING CONTRACTOR. The BUILDING PERIOD ends when a COMPLETION CERTIFICATE has been issued.
- xix. BUILDING PROJECT means the entire process of doing BUILDING WORK/IMPROVEMENTS on an ERF.
- xx. BUILDING WORK means any structure of whatever nature to be erected or constructed on the ERF.
- xxi. COMMON PROPERTY (COMMON AREAS) means land registered in the name of the HOA and which does not form part of any HOMEOWNERS' property. COMMON PROPERTY also includes all internal services and infrastructure, the roads, pavements, gardens and street lights as well as water, sewerage and electricity systems.
- xxii. *COMPLETION CERTIFICATE means the certificate issued by the HOA when all defects on the work Completion list together with those occurring after the issue of the certificate of practical completion have been completed.*
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- xxiv. CONSTITUTION shall mean the constitution of the HOA.
- xxv. CONTROLLING ARCHITECT means an architect as nominated and appointed by the HOA from time to time for the purpose of ensuring that all BUILDING WORKS/IMPROVEMENTS are done according to the GUIDE.
- xxvi. DEVELOPER means Elements Development Projects (Pty) Ltd. (Reg No 2015/068356/07), a duly registered South African private Company.
- xxvii. DEVELOPMENT means certain immovable property being Portions which are to be subdivided into a township to be known as Pearl Valley in accordance with approval obtained from the Local Authority.
- xxviii. ERF means every Erf in the Development.

- xxix. ERF NUMBER means such number as registered in the deeds office as used by the DEVELOPER as well as the Surveyor General to indicate an ERF. The ERF NUMBER will be indicated as SG xxx.
- xxx. ESTATE RULES means the set rules & regulation as set out by the TRUSTEES for the better management of the DEVELOPMENT.
- xxxii. EXPERT means a person or company who has been duly appointed by the HOA to make a binding decision in matters that would otherwise be referred to arbitration.
- xxxiii. FINES are issued in writing for transgression of ESTATE RULES at the discretion of the MANAGER; BCO; HOA Controller or Security.
- xxxiv. GUIDE means the Val de Vie Design Guidelines prepared for and applicable to the DEVELOPMENT, and includes all/any amendments made thereto from time to time.
- xxxv. HOA means the Val de Vie Winelands Lifestyle Estate Homeowners' Association
- xxxvi. HOMEOWNER/ OWNER mean the registered OWNER of an ERF/ Sectional Title Unit.
- xxxvii. HOUSE means the dwelling constructed on the ERF.
- xxxviii. IMPROVEMENTS mean any structure of whatever nature constructed or erected or to be constructed or erected on an ERF as well as any form landscaping.
- xxxviii. JBCC PRINCIPAL AGREEMENT refers to the latest Joint Building Contracts Committee (JBCC) principal agreement ([www.jbcc.co.za](http://www.jbcc.co.za)).
- xxxix. LANDSCAPING CONTRACTOR means a person or company doing landscaping for a HOMEOWNER.
- xl. LANDSCAPING PLANS means plans for the gardens on erven surrounding BUILDING WORK/IMPROVEMENTS.
- xli. LOCAL AUTHORITY means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is Drakenstein Municipality.
- xlii. MANAGER means the person appointed to that office by the HOA from time to time or his duly appointed subordinates in a particular area of responsibility.
- xliii. MEMBER means every registered Owner of an Erf as well as every registered owner of a subdivision of an Erf. If a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations in terms of the Constitution.
- xliv. NHBRC means the National Home Builders Registration Council of which every BUILDING CONTRACTOR has to be a member and by virtue of memberships has to abide by certain standards as set out by the NHBRC.
- xliv. OCCUPATION CERTIFICATE means the certificate issued by the HOA once the building contractor has achieved practical completion with regard to the JBCC contact and is compliant with the following:
1. Practical completion certificate and the practical completion list of defects/snags have been completed.
  2. Occupation Certificate issued by Drakenstein.
  3. Completion Certificate issued by the Controlling Architect confirming that all building work has been completed in accordance with the approved plans and guidelines.
  4. Completion Certificate issued by the Controlling Landscape Architect confirming that the landscape is complete in accordance with the approved plan and guidelines.
  5. Subject to that there are no open pending NHBRC non compliances or pending HOA compliances for this project.
  6. All fees due by the homeowners and or Building Contractor have been paid and the HOA are satisfied that the building/project has been completed.

- i. PRINCIPAL AGENT (hereafter PA) means the party named in the contract data and / or appointed by the employer with full authority and obligation to act in terms of the latest JBCC principal building agreement.
- ii. PROJECT MANAGER (hereafter PM) means the responsible party appointed by the employer to plan, organise, secure and manage resources to bring about the successful completion of the project in terms of the latest JBCC principal agreement.
- iii. SECURITY means individuals employed by the HOA or a recognised Security Company duly appointed by the HOA to perform access control and other security functions on the DEVELOPMENT.
- iv. SITE HANDOVER CERTIFICATE, hereafter SHOC, specifies the requirements for commencement of BUILDING WORK/IMPROVEMENTS.
- v. TRUSTEES mean the Developer Trustees and the member Trustees of the ASSOCIATION, collectively from time to time and include alternate and co-opted Trustees.
- vi. VEHICLE means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise.
- vii. WEBSITE means the Val de Vie Website at [www.valdevie.co.za](http://www.valdevie.co.za)
- viii. WORKERS mean domestic workers, labourers and sub-contractors employed or appointed by HOMEOWNERS and/or residents and/or persons operating a business within the DEVELOPMENT from time to time.

## 2. Interpretation

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Should a discrepancy exist between the building rules and the Constitution/Estate rules, the Constitution/Estate Rules take preference.

The clause headings are for convenience and shall be disregarded in construing this document.

Unless the context clearly indicates a contrary intention:

The singular shall include the plural and vice versa; and

A reference to any one gender shall include the other gender; and

A reference to natural persons includes legal persons and vice versa.

Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.

When any number of days is prescribed in this document, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day. Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

If any provision of this document is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.

If any provision in a definition in this document is a substantive provision conferring rights or imposing obligations on any of the parties hereto then, notwithstanding that it is only in the definition clause of this document, effect shall be given to it as if it were a substantive provision in the body of this document.

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### 3. Recordal

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The HOMEOWNER desires to affect BUILDING WORK/IMPROVEMENTS to the ERF.

The HOMEOWNER has appointed the BUILDING CONTRACTOR for the construction / erection of BUILDING WORK/IMPROVEMENTS on the ERF.

The HOMEOWNER has appointed the ARCHITECT as his architect for the design of the BUILDING WORK/IMPROVEMENTS on the ERF.

The HOA wishes to ensure that the construction / erection of the BUILDING WORK / IMPROVEMENTS is undertaken so as to cause the least possible damage to the infrastructure of the DEVELOPMENT and that, where such damage occurs, provision is made for reinstatement, and also to ensure that such construction / erection is undertaken with due consideration to environmental and other factors so as not to cause any inconvenience to HOMEOWNERS within the DEVELOPMENT or cause damage to the DEVELOPMENT, and generally to ensure that such work is undertaken in an orderly and harmonious manner, all of which the HOMEOWNER, BUILDING CONTRACTOR, ARCHITECT, PA and PM confirm to be in the interest of the DEVELOPMENT.

To attain the aforesaid objectives, the HOMEOWNER and BUILDING CONTRACTOR bind themselves jointly and severally in favour of the HOA for the fulfilment of the obligations contained herein.

### 4. Building Control Office

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The BC OFFICE has been established by the HOA to oversee and monitor the building progress and to act as an aesthetic and BRR controller, by reporting to the BUILDING COMMITTEE and Aesthetics Committee addressing site deviations.

The Building Control officer will do inspections of the BUILDING WORK/IMPROVEMENTS and monitor the progress by reporting back to the BC office. If the BCO finds, in its sole discretion, that the site conditions are not of an acceptable standard then the BC OFFICE may demand conformance to such standard within a set period of time as stated in the SITE REPORT handed to the site representative.

The BC OFFICE is entitled to withhold a COMPLETION CERTIFICATE if any aesthetic or construction plan deviations or omissions occur. If the BUILDING CONTRACTOR does not conform within the set time to such standard, the BC Office will report such non-conformance to the HOMEOWNER, PA or PM and the HOA.

### 5. Building Contractor's Fees

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The BUILDING CONTRACTOR shall, before commencing any work of whatever nature on the ERF, pay an initial fee as indicated in **ANNEXURE A – BUILDING CONTRACTORS FEES** for every particular BUILDING PROJECT.

The BUILDING CONTRACTOR must pay a deposit which will be refunded after the COMPLETION CERTIFICATE has been issued.

Any claim arising shall not be limited to the amount of the said deposit and the HOA shall be entitled to recover from the BUILDING CONTRACTOR, in addition to the deposit, the amount by which the reasonable costs of reinstatement resulting from such damage exceeds the said deposit.

The cost of any damage attributable to the BUILDING CONTRACTOR shall be quantified by a competent professional by the HOA and the amount so determined shall be final and binding on the BUILDING CONTRACTOR.

If the HOA alleges that the conduct of the BUILDING CONTRACTOR, whether by way of commission or omission, is the cause of any damage to any portion of the DEVELOPMENT then the HOMEOWNER and BUILDING CONTRACTOR shall be deemed to be liable therefore unless they are able to prove the contrary.

If the HOMEOWNER / BUILDING CONTRACTOR fails to dispute any claim made in terms of the foregoing within 10 (TEN) days of receiving notice thereof, they shall be liable for payment of the cost arising there from as determined by the competent professional appointed by the HOA.

In the event that a claim is disputed, the said dispute shall be referred to the CONTROLLING ARCHITECT for resolution, which Architect shall act as an EXPERT and not an Arbitrator, and whose decision shall be final and binding upon the parties ('parties' should be in capital letters if it appears under 'Definitions').

If a claim is made against the BUILDING CONTRACTOR, the HOA shall, in addition to the rights aforementioned, be entitled to recover from the BUILDING CONTRACTOR who shall be liable to the HOA for payment of all the HOA'S legal costs incurred on the scale as between attorney and own client.

## **6. Site Representative / Site Foreman**

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The BUILDING CONTRACTOR is required to ensure that a responsible person is on site at all times as per the latest signed JBCC principal building agreement to control and oversee all building activities.

Such a person has to be available on site at all time during building hours to receive and sign for deliveries and estate documentation including fines. If nobody is available to sign for such documentation, it will be noted as 'no foreman on site'.

## **7. Fines & Payments**

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The building levy is payable by monthly debit order. The builders levy as per Annexure A fees consists of a monthly road levy and a building control levy. A builder is required to complete a new debit form for every project.

The HOA will impose various warnings and fines as described in Annexure C for various transgressions. Fines need to be settled within 14 days after date of fine.

The HOA will e-mail the BUILDING CONTRACTOR a monthly statement which will include all fees due for the current month, as well as the water consumption bill for the previous month, after which the account will be debited.

The monthly statement will be e-mailed to the BUILDING CONTRACTOR'S registered e-mail address.

Failed debit orders will result in access to the DEVELOPMENT being denied to the BUILDING CONTRACTOR, and to all subcontractors and delivery vehicles acting on his instructions until such account is fully settled.

## **8. Pegs**

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It is the HOMEOWNER'S responsibility to make sure that all pegs required for BUILDING WORK/IMPROVEMENTS are correctly placed by engaging the services of a registered land surveyor.

## **9. Architectural & Landscaping Design Guidelines**

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The BUILDING CONTRACTOR undertakes that throughout the construction / erection of the BUILDING WORK/IMPROVEMENTS he will not deviate from the stamped and approved plans by the AESTHETIC COMMITTEE

### ***9.1 No Deviation***

The HOMEOWNER / BUILDING CONTRACTOR acknowledges that the HOA will, from time to time and at all times relevant, be entitled to enforce compliance with the GUIDELINES as well as the ESTATE RULES and any other instructions / regulations issued in terms thereof or in terms of the Constitution of HOA with regard to the construction / erection of the BUILDING WORK/IMPROVEMENTS.

The BUILDING CONTRACTOR shall, in respect of the BUILDING WORK/IMPROVEMENTS, at all times work strictly in accordance with the provisions of the approved plans or approved variations thereof as submitted and approved in terms of the GUIDELINES and by the LOCAL AUTHORITY. The BUILDING CONTRACTOR shall in no way deviate there from.

It is the BUILDING CONTRACTOR's responsibility to provide the aesthetic committee in due time with any structural or aesthetic deviations requests. A set of rider plans needs to be submitted and it is subject to a reduced plan scrutiny fee. It is not a given however that such rider plans will be approved by the committee.

### ***9.2 Availability of Plans***

Prior to and during construction / erection of the BUILDING WORK/IMPROVEMENTS, the BUILDING CONTRACTOR shall ensure that a copy of the working drawings and plans in respect of the BUILDING WORK/IMPROVEMENTS as approved in terms of the GUIDELINES is on site and available at all times to the BUILDING CONTRACTOR'S employees, as well as being available for inspection by the HOA or its duly appointed agent during all working hours.

## **10. Building Contractor's Board**

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A BUILDING CONTRACTOR'S BOARD will be ordered by the HOA, the cost of which will be for the BUILDING CONTRACTOR'S account as indicated in ANNEXURE A.

The BUILDING CONTRACTOR or subcontractors shall not erect any other signage on the ERF.

## **11. Environment**

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With the dams and water features on the DEVELOPMENT, as well as the adjoining stream, pollution and contamination of groundwater and run-off water is particularly sensitive. BUILDING CONTRACTORS shall ensure special care in their handling, disposal and cleaning-up operations with particular note to paint, tile grout, tile adhesive, cement and rhinolite, chemicals, oil and fuel, etc. Special preventative controls must be taken on waterfront sites to avoid spillage.

The work undertaken by the BUILDING CONTRACTOR shall in no way cause damage to any portion of the DEVELOPMENT and shall not cause any inconvenience or nuisance to the HOMEOWNERS.

Dust resulting from or occasioned by construction / erection of BUILDING WORK/IMPROVEMENTS must be effectively controlled so that no interference is caused to activities on the DEVELOPMENT or any inconvenience.

## 12. Access Control

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The BUILDING CONTRACTOR shall only use designated access assigned by the HOA for the purpose of its work and delivery of materials, equipment and workers.

Where it is necessary to gain access across any roadway in the DEVELOPMENT, or to travel on any portion of a roadway in the DEVELOPMENT, vehicles are restricted to 6 (SIX) cubic meters capacity on a single axle truck – the total weight of vehicle with load (GVM) 14 500kg.

Certain double axle vehicles are permitted, i.e. concrete ready mix; brick trucks and roof truss trucks. These trucks are to be escorted by security.

Vehicles with mechanical legs on trailers must use protection for possible road surface damage.

The "Gate House" entrance to the DEVELOPMENT is restricted to a headroom clearance of 2,40 (TWO COMMA FOUR NOUGHT) meters.

The HOA shall at any time be entitled to impose controls with regard to access to the DEVELOPMENT and to introduce such security measures as it considers to be necessary as a result of which the HOA shall be entitled to deny access to the DEVELOPMENT to the BUILDING CONTRACTOR, its employees or sub-contractors, should the HOA consider the said persons to be in breach of such controls or security measures, in which event the HOMEOWNER shall have no claim against the HOA arising there from. The HOA is required to give notice to the BUILDING CONTRACTOR of any access control measures implemented.

SECURITY personnel control access to the DEVELOPMENT and the BUILDING CONTRACTOR must at all-time adhere to all security rules and instructions.

The BUILDING CONTRACTOR'S personnel must be transported by vehicle to the relevant ERF and will not be allowed to walk from one area to another. SECURITY personnel must at all times record all contractors' / sub-contractors' and employees' entrance to the DEVELOPMENT.

At no time may the BUILDING CONTRACTOR prevent the SECURITY personnel from performing their duties and at no time may SECURITY personnel be threatened by the BUILDING CONTRACTOR, its employees or sub-contractors.

Failure to comply with any stipulations of the HOA will lead to access to the DEVELOPMENT being denied.

## 13. Traffic Controls

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For security and safety reasons the speed limit on the Estate for all BUILDING CONTRACTOR'S vehicles is 40 km/h.

No contractors, sub-contractors, employees and / or delivery vehicles entering the estate will be allowed to be overloaded with personnel or material. No personnel will be allowed to hang on to any moving vehicle or other equipment.

The BUILDING CONTRACTOR is responsible for all his employees, sub-contractors and delivery vehicles to ensure adherence to these rules.

Cameras will be used from time to time to monitor speed limits on site and fines will be issued.

It must be ensured that no traffic is obstructed by vehicles parked in the road.

## **14. Roads, Neighbouring Erfs and Verges**

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The BUILDING CONTRACTOR shall ensure that the road in front of the building site is at all times swept clean. This minimises damage to and ensures longevity of the road surface.

The BUILDING CONTRACTOR shall ensure that any diesel and / or oil spillage caused by any construction or delivery vehicle on the road in front of the building site shall immediately be cleaned.

BUILDING CONTRACTOR shall ensure that the kerbs and paved verges in front of the building site are adequately protected from damage by the building operations.

Building material shall be stored on the ERF. Special written permission may be obtained from the HOA, who on behalf of the BUILDING CONTRACTOR may seek permission from the appropriate ERF HOMEOWNER, to neatly store some material on the road verge directly in front and / or opposite the building site for a limited period of time. Such permission may be denied or revoked for whatever reason.

Any damages to be corrected as part of the occupation handover and are done under the supervision of the BC Office, where needed, the BC Office will determine if a third party appointed by the HOA is needed.

## **15. Deliveries**

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The work undertaken by the BUILDING CONTRACTOR shall in no way cause damage to any portion of the GOLF COURSE and shall not cause any inconvenience or nuisance to the CLUB. THE BUILDING CONTRACTOR shall ensure that where the ERF borders the GOLF COURSE no vehicles will transgress onto the GOLF COURSE. In particular, the BUILDING CONTRACTOR acknowledges that access to the DEVELOPMENT and the ERF shall be defined by the DEVELOPER/HOA from time to time. Dust resulting from or occasioned by construction/erection of IMPROVEMENTS must be effectively controlled so that no interference is caused to activities on the GOLF COURSE.

All employees of the BUILDING CONTRACTOR or its sub-contractors shall refrain from making or directing any comments or remarks to any person playing golf on the Golf Course and residents or visitors of the DEVELOPMENT, in particular remarks that are of a derogatory nature.

## **16. Deliveries**

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All delivery vehicles shall leave the DEVELOPMENT immediately once the delivery is completed.

All delivery vehicles shall be fully informed as to the SG ERF NUMBER. Delivery vehicles not informed of the SG ERF NUMBER will be denied access.

Deliveries shall be affected only during the allowed construction hours recorded herein.

Any vehicles spotted with oil leakage at the security gate will be denied entry.

Any diesel and / or oil spillage caused by any construction or delivery vehicle on any paved roadway or sidewalk shall immediately be cleaned by the BUILDING CONTRACTOR.

The mixing of building materials must occur within the confines of the ERF. If any spillage of building material occur on any roadway or sidewalk in the DEVELOPMENT the BUILDING CONTRACTOR is responsible for ensuring that such spillage is immediately cleaned.

No vehicles larger than double diff and no articulated trucks will be allowed to enter the estate.

The delivery of concrete has the potential of causing the most damage to the road surfacing and vegetation. It is therefore important that these deliveries be handled in a particular way. The following rules relate specifically to the concrete deliveries

It is the responsibility of the BUILDING CONTRACTOR to inform the suppliers of concrete of the existing rules regarding concrete deliveries and the exact address to insure access.

Drivers found contravening the code of conduct and existing regulations will be escorted off the DEVELOPMENT and refused re-entry.

The repairs of any damage incurred by concrete trucks will be for the account of the BUILDING CONTRACTOR.

The washing-off of concrete delivery vehicles must take place within the confines of the building site and spillage and runoff contained within this site. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if it occurs.

## **17. Control of Labour**

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Throughout the construction / erection of the BUILDING WORK/IMPROVEMENTS the BUILDING CONTRACTOR is responsible for the discipline and control of his employees and / or sub-contractors and is responsible for any damage caused to any part of the DEVELOPMENT by any supplier of materials or any other person instructed by or employed by the BUILDING CONTRACTOR and / or sub-contractors in respect of the work undertaken on the ERF.

If, when the construction / erection of the BUILDING WORK/IMPROVEMENTS occur, there are existing dwellings on adjacent immovable properties, the BUILDING CONTRACTOR shall make every endeavour to respect the privacy of the residents of such dwellings and generally cause the least inconvenience to such persons.

No night watchman will be allowed on the ERF at any time during the construction / erection of BUILDING WORK/IMPROVEMENTS and no person shall be permitted on the ERF outside the permitted building activity hours. The BUILDING CONTRACTOR shall be responsible for the policing of this regulation.

The BUILDING CONTRACTOR is to ensure that all employees are confined to the ERF. At no time will they be allowed to leave the ERF during breaks etc.

Vehicles are confined to the specific ERF where contractors are at work. Where no parking space is available vehicles will be parked in such a way that it does not cause any obstacle to other road users. Vehicles will not be allowed to be parked on open spaces of the DEVELOPMENT.

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## 18. Building Hours

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No building activity shall be allowed on Saturdays, Sundays or public holidays. Building activity on the ERF shall be confined to weekdays and only between 07h00 and 17h30 (April – September) and between 07h00 and 18h00 (October – March). No construction work will be permitted for three weeks from around the 16th of December. The actual dates are to be confirmed annually according to the yearly calendar.

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## 19. Health & Safety

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All sites need to appoint a health and safety officer and this letter of appointment forms part of the Site handover documentation. The health and safety officer appointment and employed by the HOMEOWNER will be deemed responsible for regular site visits regarding to the conformance of the health and safety act.

The Contractor, completing this form, agrees to:

- i. Bear full responsibility for ensuring that the provisions of the Occupational Health and Safety Act, Act 85/1993 (OHS Act) and its Regulations as amended and current at the time of any WORKS PROCURED are properly disposed of and implemented in respect of the areas designated for WORKS PROCURED.
- ii. Explicitly undertake to ensure compliance with all Safety, Health and Environmental legal requirements.
- iii. Ensure an updated and complete Safety Plan and File with a site and task specific Risk Assessment shall always be available on the premises where any WORKS PROCURED is conducted.
- iv. Ensure a supervisor and/or an assistant supervisor shall at all times be available and present on the premises whilst WORKS PROCURED is in progress.
- v. Ensure a Fall Protection Plan is communicated, implemented and available on site and that all employees shall adhere to it at all times.
- vi. Ensure that a valid Letter of Good Standing is available on site.
- vii. Adhere to all health and safety rules and emergency procedures of any company part of the Pearl Valley Group of Companies.
- viii. Fully & completely indemnifies any company part of the Val de Vie Group of Companies, its employers, directors or agents of whatsoever nature in the event of any and all claims arising.

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## 20. Site Neatness

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The BUILDING CONTRACTOR will be required to screen off the ERF with a 1,8m high green or black builders shade netting screen (minimum requirement is a density of 75%), with one entrance delivery gate that shall be secured after hours. All poles must be kept spirit level straight and netting must be tight. A cross beam must be installed at the top of every span of netting between two poles. Netting must be erected before commencement of any BUILDING WORK/IMPROVEMENTS on the ERF. Poles must be equidistant and planted deeply enough to prevent sagging even during strong wind conditions. Nets are to be kept neat and tight for the duration of the

project. If netting has to be removed for whatever reason, permission must be obtained in writing from the HOA and a date must be set for the replacing of netting. Support for poles may not be installed towards the outside of the netting.

Netting may be removed (with written permission from the HOA) for the building of boundary walls. Plastering and painting must be completed within two weeks, or as agreed in writing, and netting must be replaced in all areas where the boundary walls are less than 1.8 meter high if the project is not yet completed.

If see-through palisades are erected before completion of the rest of the BUILDING WORK/IMPROVEMENTS then netting must be replaced on the inside to keep screening the site.

Fines will be issued in the sole discretion of the HOA and if faults are not remedied, fines may be repeated within seven days.

## **21. Water Meters**

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The BUILDING CONTRACTOR shall at all times ensure that the erf water meter is protected, accessible for readings and to ensure that it stays in a working condition, may not be tampered with or moved.

## **22. Landscaping installation procedures**

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To ensure that any landscaping work done on the estate is of a quality that meets the high standards as envisaged by the Constitution as supplemented by the Landscape Design Guidelines, the following conditions pertaining to landscaping are applicable to all garden installations.

1. All Landscapers who wish to conduct any business at Val de Vie shall be SALI members and, as such, shall abide by the provisions of the SALI Constitution.
2. All gardens shall be installed in accordance with SALI's specifications and criteria (as amended from time to time).
3. All irrigation to be done by LIA (Landscape irrigation association SA) standards
4. Annexure E as set out in this document to be completed by the Landscaping Contractor.

## **23. Excavations & Rubble**

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Excavation for foundations and / or walls adjoining roadways and / or sidewalks must be undertaken with caution and, in particular, the roadway / sidewalk must be protected and supported during excavations. Any damage caused to the roadway / sidewalk must be made good by the BUILDING CONTRACTOR as instructed by the BC Office. All refuse must be collected daily and placed in closable bins and removed from the DEVELOPMENT weekly by the BUILDING CONTRACTOR at the BUILDING CONTRACTOR'S cost. Without detracting from the generality of the above mentioned, the BUILDING CONTRACTOR specifically acknowledges that all empty cement bags, plastic and other loose material must be removed from the DEVELOPMENT so as not to contaminate the DEVELOPMENT, the lakes and wetlands.

The BUILDING CONTRACTOR shall ensure that all building rubble is removed on a weekly basis or as otherwise required by the HOA.

Material from excavations must be removed from the DEVELOPMENT by the BUILDING CONTRACTOR.

The BUILDING CONTRACTOR shall generally ensure that the ERF is kept neat at all times and free of litter or other unsightly waste.

If the BUILDING CONTRACTOR fails to keep the ERF in an acceptably tidy state or fails to have the rubble removed, then the HOA shall, without prejudice to its other rights, have the right to clean the site and / or remove the rubble whereof the costs shall be for the account of the BUILDING CONTRACTOR.

Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the DEVELOPMENT, or any surrounding area and the BUILDING CONTRACTOR is required to make his own arrangements for disposing of materials at a spoil site away from the DEVELOPMENT.

Throughout the construction / erection of the IMPROVEMENTS, effective dust control measures must be implemented by the BUILDING CONTRACTOR

All activities relating to the IMPROVEMENTS must be confined to within the ERF boundary where construction is taking place. This relates to location of staff, placing of storage bins etc.

Washing of vehicles and equipment will not be allowed on the DEVELOPMENT and must be carried out elsewhere.

No fires will be allowed on any part of the DEVELOPMENT. Fire extinguishers are required to be on the building site at all times and need to be monitored by the health and safety officer appointed by the Building Contractor.

Neat waste bins or waste camps must be available on the building site for all rubbish.

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## 24. Containers

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BUILDING CONTRACTORS are allowed two containers on the ERF, one for storage and one as a site office, subject to the following rules:

The container:

- Must have no dents, rust or scratches,
- Must be painted green.
- Must be locked from the outside during the night.
- Must be removed from the ERF before the OCCUPATION CERTIFICATE is issued.
- Must be on the Erf where BUILDING WORK/IMPROVEMENTS are being done.
- Nobody will be allowed to sleep in the container.

The DEVELOPMENT must be indemnified against all risk of insurance, fire, theft etc. relating to the Container.

No building materials may be stored against the container.

A neat shed or shack will be allowed provided it is covered with neat, tight shade netting. This will replace the option of a second container.

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## 25. Services

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### 25.1 Water

The HOA will install a water meter on the ERF. All water used by the contractor will be metered and the contractor will be billed for such water consumption on a monthly basis, payable by monthly debit order. No other water connections may be made except such as are made by the HOA.

Under no circumstances may the BUILDING CONTRACTOR interfere with any water supply to any part of the DEVELOPMENT. Damage and repair to any water supply on the DEVELOPMENT will be for the BUILDING CONTRACTOR'S account. Any damage caused to irrigation or main water supplies should be reported immediately by the site representative to the BCO to prevent unnecessary water loss and allow the HOA to promptly rectify the problem as well as notify neighbouring residents. Failing in notifying the BCO will result in a higher fine issued by his sole discretion.

### 25.2 Sewers

A sewer connection has been provided for the ERF into which the BUILDING CONTRACTOR is required to connect the sewer system for the BUILDING WORK/IMPROVEMENTS. Sewer connections should preferably be made within four weeks after site establishment.

The BUILDING CONTRACTOR may not dispose of any building material or contaminated water rubbish into the sewer system.

### 25.3 Storm Water

The BUILDING CONTRACTOR may not dispose of any building material, contaminated water or rubbish into the storm water system, nor may the BUILDING CONTRACTOR wash paint or cement based products into the storm water system or onto landscaped, paved and asphalt areas.

### **25.4 Latrine Facilities**

Prior to commencement of the construction / erection of the BUILDING WORK/IMPROVEMENTS and throughout the duration of the work, the BUILDING CONTRACTOR shall provide a suitable and properly operational chemical toilet on the ERF and shall ensure that such facility is at all times maintained in a clean, hygienic and neat condition. A chemical toilet is a toilet in which a chemical process takes place where the solids are dissolved so that the fluid can and must be pumped out regularly. Under no circumstances are removable buckets allowed.

Any WORKER (employee of the BUILDING CONTRACTOR / sub-contractor/s or invitees) found relieving himself in any area other than the supplied toilet will be fined.

It is the BUILDING CONTRACTOR'S responsibility to ensure that the latrine structure is maintained to a respectable and acceptable standard and is kept and maintained in a clean and hygienic condition.

Green and blue toilets are allowed

## **26. Streets/Vegetation/Public Landscaping**

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The BUILDING CONTRACTOR shall ensure that the construction / erection of the IMPROVEMENTS in no way causes damage to trees, vegetation or landscaping on the DEVELOPMENT and / or the estate and he shall take steps to protect such trees and vegetation where necessary.

Should the BUILDING CONTRACTOR cause any such damage, the BUILDING CONTRACTOR shall be liable for costs to remedy such damage.

The BUILDING CONTRACTOR will have to rehabilitate the rest of the sidewalk that was not paved for the driveway. In addition, the BUILDING CONTRACTOR will be responsible for any damage caused to common areas in the immediate surrounds of the ERF to an extent to be determined by the HOA in its sole and absolute discretion

## **27. Certificates**

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Pearl Valley, HOA or BRR does not overrule the JBCC or vice versa, but are meant to support one another to achieve a satisfied BUILDING PROJECT. Both these documents must be adhered to in its entirety in regard to the intent.

Once the building contractor has achieved practical completion in regard to the JBCC he must request an occupation certificate inspection from the BC office, supplying the office with the relevant documentation and Drakenstein Occupation certificate. JBCC practical completion does not grant the homeowner the right to occupy the property prior to the Estate's inspection and approval.

The CONTROLLING ARCHITECT will inspect the BUILDING WORK/IMPROVEMENTS and, provided that this is in accordance with the approved plans, he will inform the BC Office and they will act accordingly. Deviations and outstanding items will have to be rectified in terms of the CONTROLLING ARCHITECT's finding.

Once the BC Office has received written confirmation of compliance from the CONTROLLING ARCHITECT and the HOA is satisfied that there are no outstanding fees or fines due by the BUILDING CONTRACTOR and HOMEOWNER, and that an occupation certificate has been obtained from Drakenstein Municipality and that all landscaping has been completed in accordance with the approved LANDSCAPING PLAN, the HOA AESTHETIC COMMITTEE will inspect the improvements and, if and when satisfied, the BC Office will issue a COMPLETION CERTIFICATE for the BUILDING WORK/IMPROVEMENTS.

The HOA OCCUPATION CERTIFICATE or COMPLETION CERTIFICATE is required for moving in, as the SECURITY CONTRACTOR will not allow furniture moving vehicles through the gatehouse without a valid HOA OCCUPATION CERTIFICATE  
The HOA OCCUPATION CERTIFICATE is not a COMPLETION CERTIFICATE and a COMPLETION CERTIFICATE must also be obtained  
Monthly BUILDERS LEVIES will remain payable until a COMPLETION CERTIFICATE has been issued and the extra levy will be imposed onto residents in grace period that have not received a COMPLETION CERTIFICATE within 12 months after building commencement date The builders deposit will be refunded once the Completion certificate is issued.  
The HOMEOWNER, BUILDING CONTRACTOR, PA or PM undertakes to co-operate fully with the BC Office, Val de Vie Estate, Security and HOA Aesthetics committee, so as to ensure that the spirit and intent of these rules and regulations are complied with. The HOMEOWNER acknowledges that he has employed the BUILDING CONTRACTOR , ARCHITECT, PA or PM, and is responsible to ensure compliance with this Rules and Regulations as well as the GUIDELINES and any rules made in terms thereof from time to time. The HOMEOWNER, BUILDING CONTRACTOR, PA or PM also acknowledges that he is aware of the BC office role and is aware of the breakdown of monthly building levy fees and fines as per Annexure A - BUILDING CONTRACTOR FEES and Annexure B Rules and Regulations Fine Chart

## 28.Reporting

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The Contractor will supply the BC Office with the following monthly reports:

- Health and Safety report
- PA / PM progress report and images

## 29.Project Detail

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- SURVEYOR GENERAL NUMBER: SG NR:.....
- VALUE OF IMPROVEMENTS: .....
- TOTAL BUILDING AREA IN SQUARE METERS:.....
- COMMENCEMENT DATE:.....
- ANTICIPATED COMPLETION DATE:.....
- ANTICIPATED BUILDING PERIOD:.....



### 30. Agreement

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Signed at Paarl on this the \_\_\_\_\_ day of \_\_\_\_\_ 2011

#### **BUILDING CONTRACTOR**

AS WITNESSES:

1.

\_\_\_\_\_

2.

\_\_\_\_\_

\_\_\_\_\_ who warrants that he is duly authorised thereto

Name of Signatory:

Capacity of Signatory:

\_\_\_\_\_

\_\_\_\_\_

Signed at Paarl on this the \_\_\_\_\_ day of \_\_\_\_\_ 2011

#### **CLIENT/HOME OWNER**

AS WITNESSES:

1.

\_\_\_\_\_

2.

\_\_\_\_\_

\_\_\_\_\_ who warrants that he is duly authorised thereto

Name of Signatory:

Capacity of Signatory:

\_\_\_\_\_

\_\_\_\_\_



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HOA

BRR

18/20

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Signed at Paarl on this the \_\_\_\_\_ day of \_\_\_\_\_ 2011

**HOA BC Office**

AS WITNESSES:

1.

\_\_\_\_\_

2.

\_\_\_\_\_ who warrants that he is duly authorised  
thereto

\_\_\_\_\_

Name of Signatory:

Capacity of Signatory:

\_\_\_\_\_

\_\_\_\_\_

## 31. Detailed Information

### 31.1 The Building Contractor

Registered Name:					
Trading Name:					
Registration No:					
VAT Reg. No:					
Income Tax No (if not VAT registered):					
Type of Business	Limited	(Pty) Ltd	CC		
	Partnership	Sole Proprietorship	Private Individual		
<b>Physical Address of Trading Business (Domicilia citandi et executandi)</b>					
Building:					
Street:					
City:					
<b>Postal Address:</b>					
Building:					
Street/PO Box:					
City:					
		Postcode:			
<b>Contact Details: (include the area code)</b>					
	Company Representative		Accounts		
Name:					
Fax:					
Telephone:					
Cellular:					
E-mail:					
<b>Banking Details:</b>					
Account Holder:					
Bank Name:					
Branch:					
Account No:					
Telephone No:					
Years at Bank		(If less than 5 years, list previous bank below, and reason for change in bank)			
	Reason:				

<b>Directors/Owners: (Please indicate name and residential address of majority directors/owners)</b>	
Surname:	
First Name:	

Identity Number	
Address	
Town:	
City:	
Home Tel No:	
Shareholding (%)	
Surname:	
First Name:	
Identity No:	
Address:	
Town:	
City:	
Home Tel No:	
Shareholding (%)	

### 31.2 The HOA

Registered Name: Pearl Valley Home Owners Association

Physical Address (Domicilia citandi et executandi):  
Clubhouse, Pearl Valley, Wemmershoek road, PAARL

Postal Address: Pearl Valley Home Owners Association  
R301, Wemmershoek road  
Paarl  
7646

VAT Number: 4700216999

Accounts: 021 867 8000, [accounts@pearlvalley.co.za](mailto:accounts@pearlvalley.co.za)

Bank Details: Pearl Valley Home Owners Association  
Nedbank  
Business Winelands  
Account number: 1470 119 064  
Branch: 147 005

### 31.3 Office Use

Fynbos ID	
Erven (Y/N)	