

# **MONTE CRISTO ECO-ESTATE**

## **RULES FOR THE REGULATION OF BUILDING ACTIVITIES**

**Revision 1**



## REVISIONS

### **Revision 1:**

Added paragraph 13.20 to regulate building activities during the annual December/January Builders' Holiday.

*Approved by the Management Committee of the MCEEA on 31 January 2022.*

## 1. INTRODUCTION

The primary intention of this document is to ensure that the building activities on the Monte Christo Eco Estate (hereinafter referred to as the “Estate”) occur in a safe, organised and secure manner and with the least possible disruption to its residents, fauna and flora.

The Monte Christo Homeowners’ Association (hereinafter referred to as the “HOA”) is authorised to make rules and rule amendments regarding any building activity on the Estate from time-to-time. The HOA, through its delegation will monitor contractor, developer, sub-contractor, service provider activity on the Estate and ensure that the rules herein are enforced and adhered to at all times. The HOA also seeks to protect the interest of prospective owners and may therefore act in accordance with these rules and any other agreement/rules in order to protect its members.

In the event of a discrepancy or contradiction between the various documents on a particular point or aspect, the HOA or by its delegation reserves the right to make its own findings with regard to which regulation should apply or how it should be interpreted, and/or how it should be applied.

## 2. INTERPRETATION

Unless the context clearly indicates a contrary intention, an expression which denotes a natural person includes an artificial person and vice versa;

The following expressions shall bear the same meaning assigned to them below and cognate expressions bear corresponding meaning:

- |                        |   |
|------------------------|---|
| <b>1 Owner</b>         | is the registered Owner of an Erf as registered by the relevant Deeds Office.   |
| <b>2 Contractor</b>    | means any person and/or entity who has been approved by the HOA and contracted by an Owner to carry out building services on an Erf in the Estate as indicated by the said Owner.   |
| <b>3 Developer</b>     | means a person and/or entity who develops his/her stands in the Estate for sale to the public.  |
| <b>4 Owner Builder</b> | means a person who builds a home for occupation by himself or a person who is not a registered Building Contractor in terms of the Housing Consumers Protection Measures Act No. 95 of 1998 and who assists a person contemplated in paragraph (a) in the building of his or her home |

- 5 Sub-contractor/  
Service provider** Means any person or entity who provides ancillary services to the main Contractor and includes, but not limited to, bricklayers, plasterers, carpenters, plumbers, electricians, painters, glaziers, paving, landscaping and cleaning services, building material suppliers project/construction managers, and their employees.
- 6 Estate Manager** means any natural or judicial person appointed by the HOA to manage the Estate and enforce the rules of the HOA.
- 7 The HOA** is The Monte Christo Eco-Estate Homeowners' Association established in terms of Section 29 of the Land Use Planning Ordinance, 1985. In terms of Clause 9 of the Constitution of the HOA the affairs of the HOA are managed and controlled by a Management Committee.
- 8 The Rules** means any rules set out hereunder as approved by the HOA, which includes, but not limited. to the *Conduct Rules for Owners and Residents, Architectural Guidelines and Building Rules* and *Rules for the Regulation of Building Activities*.

In this document, unless inconsistent with or otherwise indicated by the context any reference to gender includes the other gender, any reference to natural persons includes legal persons and vice versa, and any reference to the singular includes the plural and vice versa.

The clause headings have been inserted for convenience only and shall not be taken into account in its interpretation.

### **3. REGISTRATION AND QUALIFICATION**

- 3.1 All contractors, developers, sub-contractors, service providers, and owner-builders must be registered with the HOA to be allowed to commence with any building activity on the Estate.
- 3.2 The Management Committee shall determine the process of registration/ accreditation from time to time.
- 3.3 The HOA reserves the right to refuse any application for registration which will prohibit the contractor, developer, sub-contractor, service provider, and owner-builder from rendering any building related services on the Estate. This right however will be exercised fairly, taking into consideration all relevant circumstances including but not limited to outstanding penalties or amounts owed by the contractor, developer, sub-contractor, service provider, and owner-builder to the HOA, or previous transgressions by the contractor, developer, sub-contractor, service provider and owner-builder of the Estate's building rules and regulations and complaints.
- 3.4 The Management Committee shall have the right to refuse any unregistered contractors, developers, sub-contractors, service providers, entry into the Estate or to suspend such service provider to continue with any building or construction activities.
- 3.5 Owners shall not make any arrangements or agreements with any contractor, developer, sub-contractor or service provider that are contrary to the contents of this document. In terms of the Estate's Constitution the HOA has a duty to protect the rights and privileges of all owners and to ensure its rules, regulations and procedures are adhered to.
- 3.6 Only professional contractors registered with the National Home Builders' Registration Council (NHBRC), with an acceptable track record will be considered for approval by the HOA to work on the Estate. The Estate Manager will maintain a list of approved Contractors for review by the HOA from time-to-time.
- 3.7 By approving a contractor, the HOA and all of its appointed delegates in no way, accept responsibility for any contractors, developers, sub-contractors or service providers. The building contract shall remain firmly between the registered contractor and the owner of the property.

3.8 Owners are invited to submit complaints about his contractor to the HOA which complaint will be noted for record purposes. The fact that the HOA notes such complaints, does not mean that the HOA has accepted such complaint to be true and correct but is merely noted for record purposes which may be made available to other owners. The HOA accepts no responsibility for keeping record of such complaints. The HOA may furthermore request a contractor against whom a complaint has been received to reply to such complaint, which reply will also be duly noted for record purposes.

#### 4. SECURITY & ACCESS PROCEDURE

4.1 All employees, except the driver of a contractor vehicle shall gain access through the turnstile by fingerprint identification or scanning of the Identity Documents/cards or in the event of faulty scanners, by handing in their original Identity Documents/cards to the security guard before entering the Estate. No copies or any other form of identification will be accepted (apart from foreigners in which case a legal work permit, residency permit and valid password must be available). Each employee will be handed back his/her Identity Document/card when exiting the Estate through the turnstile. Driver fingerprints, licenses and vehicle license disks will be scanned.

4.2 No contractor, developer, sub-contractor or service provider, and employees, may under any circumstances be escorted onto the Estate by a resident or any other person in his vehicle without having followed the above procedure under clause 4.1.

4.3 The table below depicts the access and working hours for contractors, developers, sub-contractors, service providers, and their employees. Ingress to and egress from the Estate outside these times are prohibited, except in emergency situations and then only with prior permission from the Estate Manager:

<b>WORKING HOURS FOR ALL CONTRACTORS &amp; SERVICE PROVIDERS</b>	
Mondays to Fridays	07:00 to 18:00
Saturdays (that do not fall on a Public holiday)	08:00 to 13:00
Sundays & Public holidays	No work
Contractors holidays	No work

- 4.4 For purposes of identification, vehicles of registered contractors, developers, sub-contractors and service providers must display clear signage affixed to both sides of the vehicle. The signage must remain on the vehicle during working hours and when exiting the Estate. The signage must look professional, legible and must at least display the name and contact details of the business or business owner. This rule also applies to cleaning services, plumbers, electricians, gardening services etc. who are registered to render specific ad-hoc services on the Estate.
- 4.5 In accordance with the Occupational Health and Safety Act 1993 (No. 85 of 1993), and the National Road Traffic Act 1996 (Act no. 93 of 1996), overloading of any vehicle on the Estate is strictly prohibited.
- 4.6 During transportation of any person on any open truck or light delivery vehicle on the Estate, passengers/employees must be transported safely seated within the confines of the vehicle's load bin with the tailgate shut and secured. Employees must not be transported whilst sitting on the bin's rim, or stand upright on the load bin, tailgate, rear bumper or tow hitch. Any person being transported is also not permitted to sit on top of any material or equipment loaded in the load bin or be transported at the back of a trailer.
- 4.7 Vehicles driven by persons without a valid driver's license are not allowed entry to the Estate.
- 4.8 Contractors, developers, sub-contractors, service providers, and their employees, are not permitted to remain on the Estate between the hours of 18h00 – 07h00. A contractor who wants additional short-term private security after hours on his site, (e.g. a night guard), may do so, provided the services are procured from the contracted security company of the Estate.
- 4.9 Where a contractor, developer, sub-contractor, service provider is an owner-builder or resident, then only he and his family are allowed to remain on the Estate after working hours.
- 4.10 No employee of a contractor, developer, sub-contractor, service provider or owner is allowed to rent a house on the Estate for purposes of any construction work on the Estate.
- 4.11 Any vehicle or trailer being afforded access to the Estate for the purpose of the contractor, developer, sub-contractor, service provider executing the duties required of him shall not stay on the Estate's premises overnight.
- 4.12 Contractors, developers, sub-contractors, service providers and delivery vehicles may be subject to a security search at any time on the Estate and upon entering or exiting the Estate.

- 4.13 Contractor, developer, sub-contractor, service provider employees are not allowed to enter the Estate without the contractor, developer, sub-contractor, service provider or his site supervisor being present. Employees are not allowed to be left waiting anywhere on the common property of the Estate or walk to the building site where a vehicle has been refused entry by the security personnel.
- 4.14 Contractors, developers, sub-contractors, service providers, employees, invitees, agents, are not allowed onto the Estate with firearms, illegal drugs, alcohol, livestock or any other illegal merchandise.

## **5. EMPLOYEE BEHAVIOUR & DISCIPLINE**

- 5.1 The Contractor, developer, sub-contractor, service provider is solely responsible for the conduct of all employees in his registered employment.
- 5.2 All Employees, not employed by the Estate, shall be transported by vehicle to and from their places of work within the Estate. The pick-up and drop-off points for employees at the start and end of a shift must be done in an orderly manner and at such designated places as may be determined by the security personnel on duty or the Estate Manager, or his delegate.
- 5.3 No employee is allowed to loiter on any common property or any empty erven on the Estate. Once on-site employees are not allowed to walk around the Estate. They may not leave the building site on which they work at any time, unless in the exercise of their duties, and only then by vehicle and not on foot.
- 5.4 Employees are not allowed to hang their clothing over any fence, wall or gate. The washing of working clothes on site is strictly prohibited.
- 5.5 Any contractor, developer, sub-contractor, or service provider or employee guilty of disturbing any fauna and flora, removing any material or equipment from any property or building, other than building rubble or waste, from the Estate without the required authorisation from the owner or possessor of the material or equipment, or committing any crime on the Estate, shall immediately and permanently be expelled, from the Estate.



## **6. ENVIRONMENT**

- 6.1 The contractor, developer, sub-contractor, service provider acknowledges that the Estate is an environmentally sensitive development area and agree and undertake to conform to all environmental controls specified in its Operational Environment Management Plan (OEMP) as may be revised from time to time. This plan is an integral part of the Estate's development and as such legally enforceable by the HOA. Copies of the plan can be obtained from the Managing Agent.
- 6.2 The pollution of groundwater and run-off water on the Estate is of particular concern and must be prevented at all times. The contractor must ensure special care is taken in the handling, disposal and cleaning-up operations on his building site. Particular care must be taken regarding the handling and use of paint, tile grout, cement, chemicals, oil, fuel etc. Notwithstanding any other fine imposed on the contractor by the HOA, or its delegate, for a breach, the contractor shall be held liable for the subsequent costs relating to the rehabilitation of the polluted area on site or any property directly as a result of the building works. The HOA reserves the right to instruct an owner, contractor and/or sub-contractor to cease all building work or any activities if the HOA is of the opinion that such owner, contractor or sub-contractor has polluted a specific area. The HOA will only uplift the suspension of all services and continuation of the building work once the cause of the pollution and the pollution itself have been remedied.

## **7. DAMAGE TO ESTATE PROPERTY**

Without derogating from any other common law right that the HOA may have against any person by way of delict or damage to property, any damage occasioned to any common property on the Estate by virtue of any action or omission of the contractor, developer, sub-contractor, service provider himself, or any of his employees or persons involved with his building project, shall be the sole responsibility of the contractor, sub-contractor or service provider.

In this regard, the contractor, developer, sub-contractor, service provider shall, on demand by the Estate Manager, be required to effect payment in respect of any damage to common property under the circumstances referred to herein and any default or omission in this regard from the contractor, developer, sub-contractor, service provider shall afford the Estate Manager the sole and unfettered discretion of precluding the contractor, developer, sub-contractor, service provider further access to the Estate until such time as the amount of the damage has been settled to the satisfaction of the HOA.

## **8. HEALTH AND SAFETY**

- 8.1 The contractor, developer, sub-contractor or service provider must ensure all his work practices and methods are performed in accordance, and in compliance with the Occupational Health and Safety Act 1993 (No. 85 of 1993).
- 8.2 The contractor, developer, sub-contractor or service provider must be fully aware that his responsibility concerns the safety of all persons who are involved with the building project or in the vicinity of the building site.

## **9. STATUTORY REQUIREMENTS**

The contractor, developer, sub-contractor, service provider is responsible to ensure that he complies with the statutory and regulatory requirements in their respective industries, National, Provincial and Local Government and Institutions such as NHBRC and BIFSA). This includes adequate insurance cover relevant to any damages, incidents and accidents that may occur.

## **10. ADMINISTRATIVE REQUIREMENTS**

- 10.1 A check list (available from the Estate Manager) must be signed off by the owner with the commencement of any building project.
- 10.2 The following requirements must be complied with:
  - 10.2.1 The Aesthetics sub-committee has approved the plans.
  - 10.2.2 The Mossel Bay Local Municipality has approved the plans.
  - 10.2.3 The site is registered at the Department of Labour and a registration certificate has been issued.
  - 10.2.4 Letter from the Managing Agent that confirms full payment of levies and application fees.
  - 10.2.5 A certificate from the National Home Builder's Registration Council (NHBRC) has been issued and submitted to the Estate Manager.
  - 10.2.6 The prescribed Site Inspection Form has been completed and signed after inspection by the Estate Manager and the owner or his duly authorised contractor/proxy representative. This is to identify any damages to roads, curbs, sidewalks, trees, and neighbouring properties etc., before the building phase.

## **11. SITE CLEARANCE AND EXCAVATION**

- 11.1 Soil must not be dumped on another owner's property without prior written permission from the owner, or from the Estate Manager in the case of common property. A copy of the owner's written permission must be handed to the Estate Manager in advance. Soil dumped as such must be covered, or kept damp, so as to eliminate excessive dust pollution/nuisance.
- 11.2 All excess soil must be removed from the building site within one week after the backfilling of the foundations has been completed.
- 11.3 Where the storage of excavated material is impossible on site due to its topography, the contractor must make arrangements for such material to be removed from the building site, prior to any building activities being approved.
- 11.4 The Estate Manager has the discretion to discuss excavation challenges with the contractor in order to find workable solutions.

## **12. COMMENCEMENT OF BUILDING ACTIVITIES**

- 12.1 Before building construction can begin the contractor must erect a site perimeter fence covering the entire construction site. The fence must be covered with 80% green shade netting with a height not lower than 1.8 meters. The fence can extend to the verge of the road if required. Each corner post should be at least 3m x 76mm planted in concrete about 600mm deep. Corner posts must be supported by stays of at least 38x38mm in the direction of the tensioned netting. The shade netting must be affixed to at least 3 strand wires with droppers at plus minus 1.5m intervals.
- 12.2 The contractor must provide a chemical toilet for his employees on site. The toilet must be kept in a clean hygienic state and properly screened off from public view at all times. The toilet must remain on the construction site until completion of the building project after which it must be removed immediately.
- 12.3 The erection of a contractor's notice board on the site is mandatory before commencement of any building activity. The notice board must be in accordance with the Mossel Bay Municipality by-laws and it must face the road preferably close to the site entrance. It must be erected and maintained in a plumb and level position and remain as such until the issuing of the Completion Certificate after which it must be removed immediately.

- 12.4 No building activities, whatsoever, may be commenced with until such time as the *Contractors Rules and Obligation Agreement* has been signed by all parties, and a written *Permit to Commence Building*, signed by the Estate Manager, has been issued to the contractor.

### **13. SITE SPECIFIC RULES**

- 13.1 The contractor must appoint a supervisor to be present on site at all times during working hours.
- 13.2 The contractor must at all times during the building project ensure that a copy of the approved building plan is available on site for inspection by the Estate Manager, or his delegate, during working hours.
- 13.3 For building projects longer than one month the placement and use of a waste bin/skip on the building site is mandatory. The waste bin/skip must remain on site until completion of the building project after which it must be removed immediately. Refuse and building waste must be removed weekly and building sites must be left neat and clean before weekends, public holidays and during builders' holidays.
- 13.4 No paper, plastic waste and cement bags, empty food and beverage containers, tile off-cuts, ceiling boards, roof tiles, rubble or similar material must be left lying around on the building site, adjoining property, or any common area on the Estate. Rubbish must be disposed such that it does not litter the Estate in windy conditions.
- 13.5 No concrete, mortar, cement or related material may be temporarily stored, mixed or prepared on roads, common property or any erf without prior written permission from the owner, of which a copy must be handed to the Estate Manager.
- 13.6 The contractor is allowed to place/erect a storage container/shed/hut within the boundaries of the building site. Double stacking of containers is not allowed and the shed/hut must not exceed a height of 2.4m. The shed/hut must have a neat appearance with clean surroundings. Where the placement of a shed/hut is not practicable on the site, the contractor must make alternative arrangements in collaboration with the Estate Manager.
- 13.7 The contractor must inspect the fence on a regular basis to ensure the fence continually meets set standards and that it will withstand the windy conditions experienced on the Estate. Old dilapidated/torn fencing shall not be tolerated. The fence must have an entrance that must be closed after hours.

- 13.8 The contractor shall take appropriate measures to minimize the generation of dust caused by his building operations. Such measures must include the use of shade netting and the treatment of gravel access roads and working areas. Excavated soil stored on site, or on adjacent sites and common property, must be removed from the site within one week after the backfilling of the foundations has been completed. Topsoil and building sand the contractor may need, must be covered after excavation or after every delivery with green shade netting or any other suitable tarpaulin.
- 13.9 No building activity shall encroach or material be placed on an adjacent erf, or common property, without prior written permission from the owner of the erf or Estate Manager in the case of common property. A copy of the owner's written permission must be handed to the Estate Manager prior to any building activity.
- 13.10 Where delivery of building material is impossible on site due to its topography, the contractor must make alternative arrangements in collaboration with the Estate Manager.
- 13.11 No other signage of any sub-contractor, real estate, or any other company or business is allowed on the building site or anywhere on the Estate, save signage affixed to motor vehicles as defined in Clause 4.4 above.
- 13.12 General cleaning and good housekeeping practices must be adhered to during building operations. The road in front of the building must be swept and kept clean at all times.
- 13.13 The contractor must ensure the curbs, road and sidewalks in front of the building site are adequately protected from potential damage.
- 13.14 Activities relating to the construction of a building or alterations to an existing structure must be confined within the boundaries of the erf, which shall include but not be limited to the location of employees, the placement of a storage shed/hut, equipment, materials etc.
- 13.15 The washing of vehicles on any building site or common property on the Estate is forbidden.
- 13.16 No open fires are allowed on any building site or any other common area.
- 13.17 No contractor or any person involved with the building project on site will park his vehicle on the road or block any part of the road or obstruct the entrance to other properties.
- 13.18 The Estate's speed limit of 30 km/h and all road signs must be adhered to at all times.

- 13.19 No machine work of any kind is allowed to take place on any road without the written permission from the Estate Manager.
- 13.20 During the annual December/January Builders' Holiday the following rules shall apply:
  - 13.20.1 No consent for extension in respect of any building operations will be entertained during this period.
  - 13.20.2 All adjoining erven (where applicable) must be clean and free of any building material as well as rubble and should be rehabilitated.
  - 13.20.3 All stockpiles of soil must be removed or securely covered with green shade cloth to withstand windy conditions.
  - 13.20.4 All refuse removal "skips" are to be removed from the site.
  - 13.20.5 All mobile site toilets are to be removed from the site.
  - 13.20.6 All building projects must be properly fenced off and secured with quality green shade netting, which is to be strung tightly and firmly anchored as required in paragraph 12.1 of these Rules.
  - 13.20.7 The last date for issuing Certificates of Completion will be seven (7) days before commencement of the annual December/January Builders' Holiday and no prospective owners will be allowed to take occupation prior to the issuing of the said Occupation Certificate.

#### **14. DELIVERIES**

- 14.1 Deliveries to the building site is only permitted between 08h00 and 17h00 Mondays to Fridays. Should the contractor have an urgent delivery expected to be outside of working hours, he or his designated site supervisor, must obtain prior permission from the Estate Manager, then personally meet the driver of the delivery vehicle outside the Estate and escort same into the Estate/to the site, and then, after the delivery, escort the vehicle back out of the Estate.
- 14.2 No vehicles heavier or bigger than the undermentioned specifications shall be allowed onto the Estate without permission from the Estate Manager:
  - 14.2.1 Vehicles exceeding a length of 9.1m
  - 14.2.2 Vehicle exceeding a width of 2.6m
  - 14.2.3 Vehicle exceeding a gross mass of 20 000kg

### 14.3 General Deliveries:

- 14.3.1 The contractor accepts responsibility for his own and of his suppliers' delivery vehicles and their employees. Deliveries times will be limited to the working hours in 3.3, above.
- 14.3.2 Deliveries to the building site must take place only from the street frontage of the site or from a temporary driveway. Where it is not practicable to do, the contractor must make alternative arrangements in collaboration with Estate Manager.
- 14.3.3. Contractors must make sure delivery vehicles do not cause any damage to the roads and pavements of the Estate. The contractor accepts responsibility for all repair costs in this regard.
- 14.3.4 All vehicles entering the Estate must be roadworthy, driven by a driver with a valid driver's license and must not leak oil.

### 14.4 Concrete and Brick Deliveries:

The delivery of concrete and bricks has the potential of causing excessive damage to road surfaces, landscape and vegetation. It is therefore important that such deliveries be handled in a particular way. The following rules apply:

- 14.4.1 Only delivery vehicles with a concrete volume not exceeding five (5) cubic meters will be granted access to the Estate.
- 14.4.2 The cleaning of concrete delivery vehicles must take place within the confines of the building site and any spillage and run-off must be contained within the site. The Contractor must indicate where this will occur on the building site.
- 14.4.3 Any spillage of concrete or cement anywhere on the Estate shall not be tolerated. The contractor is responsible for the cleaning and removal of spillage.
- 14.4.4 Precaution must be taken to ensure the hydraulic jacks of delivery vehicles do not damage roads and pavement surfaces. Suitable protection blocks must be placed under the jacks during offloading.
- 14.4.5 In terms of bricks and paving bricks, the maximum load to be transported on the Estate shall not exceed 3000 bricks (six standard pallets) at a time.

## 15. WATER AND ELECTRICITY ON SITE

- 15.1 The owner accepts responsibility for the cost of water consumption during building operations on his property.

- 15.2 Electrical power for building operations on site must be provided as follows:
- 15.2.1 Portable generators can only be used in the case of power outages.
  - 15.2.2 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.
  - 15.2.3 No direct connections to the electricity box designated for that property through extension leads or power tools will be allowed. Only the relevant local authority or its agents will make approved electrical connections.
  - 15.2.4 It is specifically acknowledged and understood by the contractor that he is prohibited from using any water and electricity from the Estate or any house or unit other than that in respect of which work is being undertaken by the contractor confined to the project he is responsible for.

## 16. NOISE POLLUTION

The contractor, together with his employees and all other employees involved with his building project, shall conduct themselves in an orderly manner and limit noise of operations where practicable. Loud talking, shouting, whistling, radios, music, sirens, hooters, vehicle revving etc. shall not be tolerated anywhere on the Estate. The use of loud machinery on Saturdays especially, must be kept to an absolute minimum.

## 17. COMPLETION OF BUILDING OPERATIONS

- 17.1 Once construction has commenced, the building must be completed within 9 (nine) months from the commencement date.
- 17.2 For purposes of this rule, a building shall be deemed to have been completed once the owner has been issued with a *Completion Certificate* to the effect that the building has been completed to the satisfaction of the HOA. Apart from the *Occupancy Certificate* issued by the Mossel Bay Local Municipality, special consideration shall be given to the completion of the outside of the building.
- 17.3 Any deviations from the approved building plan shall be of no force and effect unless and until it has been approved in writing by the HOA and the Mossel Bay Local Municipality. The *Completion Certificate* will not be issued unless the amended plans have been duly approved.



- 17.4 If it is foreseen by the owner that the building will not be completed in time, the owner must apply for an extension by means of a written motivation outlining the reasons. The motivation must reach the Managing Agent (Status-Mark Property Management) before expiry of the 9-month completion date. If the motivation is approved, the owner shall be granted an extension of 3 (three) calendar months. If the motivation is rejected, a penalty will be levied against the owner's account with effect from the 10<sup>th</sup> month.

**IMPORTANT:** Late motivations will not be considered.

- 17.5 Notwithstanding clause 17.4, and where there had been no motivation or where the building project could still not be completed within an allotted extension period, the HOA will take the following steps:

17.5.1 Upon expiry of the completion period, the owner will be notified in writing that a fine (see Schedule of Fines) will be imposed and levied against his account for every succeeding month.

17.5.2 Concurrent with such an imposition, the HOA will resort to legal proceedings as a final step of affecting a positive response for the completion of the building project.

- 17.6 The Management Committee shall be entitled to demolish uncompleted buildings in the case of contravention of this rule, the cost of which will be recovered from the owner.

## **18. FINES**

- 18.1 The penalty for a breach of rule by a contractor, developer, sub-contractor, service provider, or any other person working on the site is the imposition of a fine.

- 18.2 Fines must be paid at the offices of the Managing Agent (Status-Mark Property Management, 11 Meyer Street, Mossel Bay, 6500) within 48 hours after date of issue. If a fine is not paid in time, the Estate Manager will notify the owner, and suspend the building operations until such time the fine is fully paid.

- 18.3 Where there is a dispute in terms of a fine imposed by the Estate Manager or delegate, the contractor, sub-contractor or service provider, after payment of the fine, may lodge an appeal (in writing) to the HOA against such imposition. The appeal notification must reach the Managing Agent (Status-Mark Property Management) within one (1) working day after the fine was issued.

18.4 The HOA will have 5 working days within which to make a final decision. Should the HOA rule in favour of the contractor, the fine will be rescinded with a full refund to the contractor, sub-contractor, service provider.

**IMPORTANT:** The HOA regards the violation of its rules in a very serious light. The perpetual breach of any rule regardless whether it is the same rule or a different rule will lead to the contractor/developer/sub-contractor/service provider being permanently banned from building on the Estate.

### SCHEDULE OF FINES

Reference	Fine for 1 <sup>st</sup> breach	Fine for 2 <sup>nd</sup> breach	Fine for 3 <sup>rd</sup> breach
<b>Security &amp; Access Procedure</b>			
<b>Breach of rules under clause 4.1</b>	R 10 000 fine and the Contractor's HOA's registration permanently revoked, and the perpetrator charged for trespassing with the South African Police Service		
<b>Breach of rules under clause 4.2</b>	R 2 000	R 4 000	R 8 000 and Contractor's HOA registration permanently revoked after completion of current project/s
<b>Breach of rules under clause 4.3</b>	R 2 000	R 4 000	R 8 000 and Contractor's HOA registration permanently revoked after completion of current project/s
<b>Breach of rules under clause 4.4</b>	R 500	R 1 000	R 2 000 and Contractor's HOA registration permanently revoked after completion of current project/s
<b>Breach of rules under clause 4.5</b>	R 500	R 1 000	R 2 000 and Contractor's HOA registration permanently revoked after completion of current project/s
<b>Breach of rules under clause 4.6</b>	R 500	R 1 000	R 2 000 and Contractor's HOA registration permanently revoked after completion of current project/s
<b>Breach of rules under clause 4.7</b>	R 500	R 1 000	R 2 000 and Contractor's HOA registration permanently revoked after completion of current project/s
<b>Breach of rules under clause 4.8</b>	R 2 000	R 4 000	R 8 000 and Contractor's HOA registration permanently revoked after completion of current project/s
<b>Breach of rules under clauses 4.9 and 4.10</b>	R 10 000 and Contractor's HOA's registration permanently revoked after completion of current project/s		
<b>Breach of rules under clause 4.11</b>	R 1 000	R 2 000	R 4 000 and Contractor's HOA registration permanently revoked after completion of current project/s
<b>Breach of rules under clause 4.12</b>	Refusal to cooperate will lead to the suspension of the contractor's access privileges.		
<b>Breach of rules under clause 4.13</b>	R 1 000	R 2 000	R 4 000 and Contractor's HOA registration permanently revoked after completion of current project/s

<b>Reference</b>	<b>Fine for 1<sup>st</sup> breach</b>	<b>Fine for 2<sup>nd</sup> breach</b>	<b>Fine for 3<sup>rd</sup> breach</b>
<b>Breach of rules under clause 4.14</b>	R 5000 and immediate suspension of Contractor's access privileges		
<b>Behaviour &amp; Discipline</b>			
<b>Breach of rules under clause 5</b>	R 1 000	R 2 000	R 4 000 and Contractor's HOA registration permanently revoked after completion of current project/s
<b>Breach of rules under clause 5.5</b>	R 5 000 and Contractor's HOA registration permanently revoked after completion of current project/s		
<b>Environment</b>			
<b>Breach of rules under clause 6</b>	R 2 000	R4 000	R 8 000 Contractor's HOA registration permanently revoked after completion of current project/s
<b>Damage to Estate Property</b>			
Contractor accepts liability for incurred costs and further acknowledges that he is fully aware that his privileges to build on the Estate shall be permanently revoked if breached a 3rd time. (see clause 7)			
<b>Site Clearance and Excavation</b>			
<b>Breach of rules under clause 11</b>	R 1 000	R 2 000	R 4 000 Contractor's HOA registration permanently revoked after completion of current project/s
<b>Commencement of Building Activities</b>			
<b>Breach of rules under clause 12</b>	R 2 000	R 4 000	R 8 000 Contractor's HOA registration permanently revoked after completion of current project/s
<b>Specific Building Site Rules</b>			
<b>Breach of rules under clause 13</b>	R 2 000	R 4 000	R 8 000 Contractor's HOA registration permanently revoked after completion of current project/s
<b>Deliveries</b>			
<b>Breach of rules under clause 14</b>	R 2 000	R 4 000	R 8 000 Contractor's HOA registration permanently revoked after completion of current project/s
<b>Water &amp; Electricity</b>			
<b>Breach of rules under clause 15</b>	R 2 000	R4 000	R 8 000 Contractor's HOA registration permanently revoked after completion of current project/s
<b>Noise Pollution</b>			
<b>Breach of rules under clause 16</b>	R 1 000	R 2 000	R 4 000 Contractor's HOA registration permanently revoked after completion of current project/s
<b>Uncompleted Building Project</b>			
<b>Breach of rule 17</b>	R5 000/month concurrent with legal proceedings		

**NOTE:**

<b>Continuous breaching of the rules by a Contractor with multiple building Project Agreements</b>	<p>Should the contractor continue to breach the rules after the 3<sup>rd</sup> penalty, <b>the building operations</b> shall be <b>suspended</b> and the Contractor precluded further access to the Estate by the HOA.</p> <p>Where the Contractor is in possession of more than one signed (Monte Christo) building agreement, the imposition of a fine relevant to one project will have no bearing on the other project/s. However, after a 3<sup>rd</sup> fine relevant to any one of these projects, the building operations for that particular site shall be suspended. Upon completion of all these projects, the Contractor shall be <b>permanently banned</b> from building on the Estate.</p> <p>In the event where a Sub-contractor or a Building Service Provider is involved in the contravention of a rule the revocation of his HOA registration will be with immediate effect on the 3<sup>rd</sup> breach.</p>
<b>Suspension of Contractor</b>	Notwithstanding the above, the contractor will have the opportunity to approach the Management Committee with a motivation before a final decision is made to permanently ban him/her from building on the Estate.

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