

# **AQUAVISTA HOME OWNERS ASSOCIATION** **CONTRACTORS RULES AND REGULATIONS**

## **ISSUE 2**

### **AMENDMENTS**

1. Original approved on 25/11/2016 by CIPC
2. Amendment Number 1 (23/07/2019) (D1)
3. Amendment Number 2 (19/03/2020) (D2)

### **CONTRACTORS PROCEDURES**

#### **CONDITIONS WITH REGARD TO BUILDING ACTIVITIES**

##### **Introduction**

The Aquavista Home Owners Association (HOA), being the legal representative of its members, adopted certain rules, relating to building contractor activity on the Estate. The primary intention of the provisions hereunder is to ensure that all building activity at Aquavista occur with the least possible disruption to members, and at the same time maintaining optimum security levels. In the event of uncertainty, members / or their contractors are most welcome to contact the HOA.

##### **Legal status:**

The conditions governing building activities that are set out in this document are rules adopted by the HOA and are therefore binding on all members, their contractors and sub-contractors. Furthermore, all members are obliged to ensure that their building contractors and sub-contractors are made aware of the conditions and comply strictly with them. Members are therefore required to include the conditions in any building contract concluded in the respect of property on 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 due to contravention of any of the conditions herein and the HOA accepts no liability whatsoever for any losses sustained by a member, owner, contractor or sub-contractor, professional consultant, adviser or whatever status the person may possess.

**The rules, procedures and codes of conduct contained herein are not negotiable and will be enforced, as from 25 November 2016. No exceptions will be made and no compromise will be allowed.**

Contractors, workers, sub-contractors, professional consultants, or any adviser, visitor or person associated with the building operations, whom are found to be in breach of the prescriptions contained herein, may be barred permanently from entering the premises of the HOA.

**Contraventions will carry fines and/or administrative fees to the correction thereof.**

As from 25 November 2016 until further notice and/or amendment of this document, the following will be enforced and all contractors, construction personnel, homeowners, tradesmen, employees of all the above and any person so ordered and or identified by the Board of Directors, will adhere hereto without exception.

“Owner Builders” will be regarded as contractors in the following instances:

- where he builds his own house or part thereof without employing the services of a building contractor.
- while carrying out any maintenance work, renovations or improvements after all building activities in respect of the main structure and outbuildings have been completed.
- the “time limits” specified in “B. **CONSTRUCTION PHASE** Clause 3” of the Contractors Procedures will not be applicable to a member of the HOA as far as his presence on the site or in the Estate for purposes other than that of a “owner builder” is concerned.

#### A. **PRECONDITIONS**

1. No owner or contractor will not be allowed to start building construction, or the digging of foundations, earthmoving and/or the preparation of the stand, before:

1.1 The following prescribed building costs and deposits have been paid and received by the HOA:

	<b>New Construction</b>	<b>Additional Building Extensions</b>
Building Deposit (refundable)	R 30 000,00	R 10 000,00
Water & Electricity Deposit (refundable)	R 900,00	
Builders Board (non-refundable)	R 850,00	R 850,00
Water Connection Meter (non-refundable)	R 1 240,00	
Temporary Building Builders connection (Elec) (non-refundable)	R 2 500,00	
1 Phase Electricity Meter (non-refundable)	R 4 000,00	
3 Phase Electricity Meter (non-refundable)	R 9 000,00	
Prepaid Keypad 1 phase	R500.00	
Prepaid Keypad 3 phase	R1 400,00	
<b>Total for 1 phase meter</b>	<b>R39,990.00</b>	<b>R 10 850,00</b>
<b>Total for 3 phase meter</b>	<b>R45,890.00</b>	

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(Deposits will not be repaid if all the conditions applicable, have not been met, including aesthetic standards)

- 1.2 The building plans have been passed and accepted by the HOA.
- 1.3 The building plans have been passed and accepted by the City Council and positive proof thereof has been supplied to the HOA.
- 1.4 The HOA has been placed in possession of proof of transfer of the specified stand, in the name of the alleged owner, his company, closed corporation, trust or other acceptable and legal entity of which the alleged owner is an authorised agent and/or representative.
- 1.5 A clearance certificate issued by the HOA verifying that transfer has taken place and that building plans have been submitted and approved by the Town Council and the HOA.

- 1.6 Proof that the contractor's application for a water connection has been furnished to the HOA.
- 1.7 A certified copy of the ID document of each member of the workforce intended to participate in the construction of the structure intended must be handed to the HOA. The contractor or owner, at his own cost, will supply such copies.
- 1.8 Each member of the workforce so submitted for registration will pay the registration fee of R50-00 and receive a security card. This card is to be in the possession of the registered person only and should be on his/her person at all times.
- 1.9 Any person on a construction site, found without such a security card, or who is found to be in possession of a card which was not issued on his or her ID number, will be removed from the Estate permanently and may never be allowed access again. A fine of R300-00 per contravention may be levied against the contractor or owner, depending on the circumstances. Construction on the transgressing site will be suspended, if the fine has not been paid by the end of the following working day of the issue thereof, until the fine has been paid.
- 1.10 One card will be issued per contractor or his employee and such an employee or the contractor may only work on the relevant site/s named in the card.
- 1.11 Should a contractor or his employee require the issue of a new card, the original must be submitted; where after a new card will be issued for a fee of R50-00 per card.
- 1.12 A replacement fee of R50-00 will be charged for any lost or broken cards.
- 1.13 Each and every owner/director of the owner (Pty)Ltd, or CC member, or the Trustees of the owner Trust, or the authorised resident will complete the contractor's Annexure form A, attached hereto. A signed copy thereof, signed by the owner or resident and the main contractor must be handed to the HOA, for registration purposes.
- 1.14 The security cards will be issued to all employees at a cost of R50-00 per employee. This is not a deposit, but is an administration fee and is not refundable. Re-registration of all employees will occur trimonthly until the completion of the construction. All registrations will be at the cost of R50-00 per card.
- 1.15 The Security Company contracted by the HOA may conduct a criminal check on persons applying for a security access card. The criminal check report for each person will be made available to the HOA after 48 hours from the time that the consent form was submitted to the Security Company. The HOA will take the appropriate action as required in each individual case. The Criminal Check will be conducted at a fee of R200 per person.
- 1.16 The Owner is responsible to pay the fee via EFT to the HOA, before access to the estate will be granted. This fee is an administration fee and is not refundable. A right to appeal any decision of the Security Company regarding access may be made to the HOA.
- 1.17 It is the responsibility of Owners and Contractors to ensure that the keys to heavy vehicles and earthmoving equipment are removed from the site after hours and that such vehicles and or equipment are locked and not accessible to anyone. Such vehicles and or equipment must be parked in such a manner and at such a position not to prevent access to stores or access routes. It must also be parked out of range of any hazardous (fire) material. Security Guards may not receive keys from anyone to look after trucks, vehicles or equipment unless it has been approved by the Security Manager in writing.
- 1.18 All security cards issued to contractors and other personnel will only be valid for a period of three months. The same procedures as applicable above, will apply to every re-registration, including the fee payment.
- 1.19 The security cards will be permanently deleted from the system on completion of the construction, or loss/theft/termination of services (firing the employee) thereof. Security cards must be handed in on completion of construction. No refunds. If all the cards are not handed in (working or not), the HOA

may decide not to issue the Certificate of Satisfaction needed by the owner, to obtain an occupation Certificate from the City Council.

**B. CONSTRUCTION PHASE**

1. Workers and employees to be utilised and deployed on the construction site, may only enter the Estate via the Guard House at the main entrance. Every person who intends entering the estate must be in possession of his/her personal security card as defined in "A" above as well as his valid ID. Workers and employees are not allowed access to any of the public grounds, park areas and specifically the slip way and harbour areas.
2. Drivers of construction vehicles and/or deliveries for construction sites, will report to the Security office at the main gate, and complete the necessary forms as handed to them and comply with any and all rules and regulations as may be applicable from time to time.
3. **NO CONTRACTOR OR HIS EMPLOYEES WILL BE ALLOWED ON THE ESTATE OR ON THE SITE AFTER 18:00 and before 07h00 on weekdays and after 14:00 or before 07h00 on Saturdays. On Sundays and Public Holidays** no work and/or construction may be conducted, save for official inspections called by the HOA or the City Council or with the express written permission of the HOA. Contravention of this prescription may lead to immediate and permanent barring from the Estate premises.
4. A contractor will be allowed to have one approved "night-watchman" on the premises. A contractor/owner-builder may also make use of an accredited security company as appointed by the HOA to post a security officer on site at the contractor/owners expense.
5. All contractors will erect a shed, at least one day before official ground breaking starts on the building site. The shed may not be constructed of degradable materials such as wood, but has to be of steel and/or composite metals. No rusted or damaged shed or toilet will be allowed. No exception to the rule will be allowed whatsoever.
6. All contractors will erect a sufficient sized shed(s) as to house all building equipment i.e. spades, wheelbarrows etc.
7. All contractors will erect a toilet facility, preferably behind the shed, completely hidden from sight. This toilet may not be constructed of degradable materials such as wood, but has to be of steel and/or composite metals. No rusted or damaged toilet will be allowed. No exception to the rule will be allowed whatsoever.
8. All water for building purposes must be measured by the water meter installed on the relevant erf where construction is taking place and payment of the usage thereof is the responsibility of the owner.
9. Urgent ongoing building works (to be determined by the Board in their sole discretion) are to be granted a 7 (seven) day reprieve before the HOA terminates further construction work on a particular building site.

10. **ANNEXURE A**

**RULES AND REGULATIONS FOR BUILDING CONTRACTORS**

I \_\_\_\_\_ with ID number \_\_\_\_\_, have been appointed as contractor/sub-contractor, to execute \_\_\_\_\_ (duties) at erf number \_\_\_\_\_, in appointment from Mr/Mrs \_\_\_\_\_, representing \_\_\_\_\_.

By signing of this form, I declare that I am authorised and fit to do so and that I will adhere to all the prescriptions of the HOA as set out in the rules and regulations, as well as to adhere to all the stipulations contained in this declaration.

I declare that **I WILL ADHERE TO THE FOLLOWING AS THE CONTRACTOR / SUB-CONTRACTOR AT ALL TIMES.**

1. I will ensure that:

- i. All the building plans were firstly submitted to the HOA, before they were sent to the City Council. The HOA and City Council have approved same prior to any building operations taking place.
- ii. No building construction will be allowed prior to the final transfer of the property into the name or appointed entity of my principal. A clearance certificate verifying the above must be issued by the HOA before access and construction will be allowed.
- iii. Construction work by Contractors is only allowed and will only be conducted during the following hours:

**07h00 – 17h00 - Normal weekdays**

**07h00 – 13h00 - Saturdays (Public Times)**

**Notes:** *No contractor is allowed to conduct any construction activity and no such activities are permitted on Sundays and Public Holidays. Special permission may be granted by the Board on request, as these days are viewed as Private Time. Construction activities on Saturdays between 07h00 and 09h00 must be of such a nature that noise levels are limited to what is acceptable to the neighbors in the vicinity of the site.*

2. I agree that:

- i. Contractor registration times are only as follows:  
09h00 – 12h00 – Mondays to Fridays  
*(The front gate administration / HOA may amend these timeframes from time to time.)*
- ii. All contractors, contractor's employees and/or the contractor's sub-contractors and his employees may only gain access/egress through the main gate or pedestrian gate/turnstile by means of a valid security card and his/her valid SA ID book or a valid working permit for foreigners.
- iii. All such workers will adhere to the rules regarding travelling to and from the construction site, as contained in the HOA Rules and regulations.
- iv. I will register all my workers at Security and that I will supply, at my own cost, a certified copy of their ID and/or Work Permits, on date of registration.
- v. I must provide same to Security for all contractors/sub-contractors. Access will be denied if the requirements for access are not met.
- vi. That the security card can be obtained from the HOA. Costs for the security card is R50-00, which is not refundable.
- vii. The security card, a valid South African ID, a valid work permit for foreigners, must be carried and worn at all times.
- viii. Cards must be returned at the end of every contract period, and a new card to be issued for another site.
- ix. I will re-register all my employees and workers on a tri-monthly basis, and according to the same procedures as contained in the rules and regulations of the HOA.

- x. If I as contractor, including my contractor's employees and/or contractor's sub-contractors and his/her employees move their activities to another/new site within the estate, re-registration must take place at a cost of R50-00 per worker.
- xi. Lost and damaged cards will be for the owner/contractor's account at a cost of R50-00 per card. The cards remain the property of the HOA at all times.
- xii. I will not allow any person without a valid South African Identity Document, or a valid work permit for foreigners onto the Estate, much less onto the building site.
- xiii. I acknowledge that I am aware of the fact that spot checks will be carried out on a daily basis and that contravention of any of the rules and/or regulations, as well as the conditions of this undertaking, will result in permanent removal from the Estate.
- xiv. I also acknowledge that in the event of no security card and ID document, or a valid work permit for foreigners, being presented, access will be denied and I hereby agree to never attempt or bargain with any person, officially in the employ of the HOA or the security firm, to let such a person onto the premises. Such conduct will result in my immediate removal and permanent refusal to enter the Estate again.
- xv. No persons will be allowed access to the premises on foot outside of the allocated times and then must at all times be accompanied by the contractor/sub-contractor.
- xvi. No alcohol, drugs or any other intoxicating substances will be allowed on site or within the boundaries of the Estate while construction is in progress. The use of such substances on site is strictly forbidden. Contravention of this prescription will have immediate suspension of activities resultant, as well as the permanent barring of the transgressors. A fine of R150-00 will be levied against the contractor or owner, whatever the case may be.
- xvii. If anyone of my employees and/or workers are found to be intoxicated or under the influence of an inebriating substance, their access will be denied.
- xviii. Should I as the contractor/sub-contractors dismiss any of my staff it is my responsibility to bring the staff members to the HOA offices so that the necessary administration can be affected by the HOA and security personnel. Failure to comply will result in a fine as stated below in par xxxvi.
- xix. I will provide facilities for rubbish and ensure that my employees use the facility provided and that the rubbish is removed weekly (every Friday by 16:00). I agree that no rubbish may be burned on site.
- xx. All forms of paper rubbish, cement bags, cardboard boxes etc. must be collected and removed on a daily basis. Roads in front of the building site will be swept, and will be kept free of rubble, stone, sand, bricks or rubbish at all times.
- xxi. I may not utilise the sidewalk as storage space for building materials, including but not limited to sand, stone, bricks and scaffolding.
- xxii. Deliveries from suppliers must be scheduled in **Public Times** only. Access will only be granted through the main gate by signing the security logbook. It is my responsibility, to oversee the arrival and departure of all deliveries and to ensure that they adhere to all the rules and regulations applicable.
- xxiii. Deliveries will be scheduled to be after 08:00 in the mornings, so as to allow the residents the freedom to exit the Estate and before 16:00 in the afternoon for entry reasons. I agree that I am aware of the fact that the speed limit inside the Estate is 20 kph.
- xxiv. If a supplier off-loads materials and they encroach onto the pavement, sidewalk or roadway, these materials must be removed onto the site by me, the contractor, before close of work on the same day. No material must be allowed to remain on the roadway, sidewalk or pavement and it is my and the owner's responsibility to clean the roadway of all such

materials. The same applies to sand or rubble washed or moved onto the road surface during building operations, whether due to normal activities and/or Acts of God.

- xxv. Contractors will comply with all general site cleanliness rules as to the satisfaction of the HOA. If a building site/sidewalk is dirty, and such notice has been served by the HOA, the contractor will clean up the area the same day or within 1 working day of notice served. Failure to do so will result in the HOA refusing access to all employees until the cleaning of the area has been executed to the satisfaction of the HOA. All costs incurred will be for the Home Owner.
- xxvi. Fires will only be permitted if controlled in a “boiler/drum” and placed in a cleared and secure space. Firewood must be brought in from outside the Estate. Trees within the Estate may not be damaged or used for the purpose of making fires.
- xxvii. No unauthorised water or electricity may be used from neighboring stands.
- xxviii. No water may be used from the fire hydrants around the Estate. Water may only be used from the proper connection for that specific stand.
- xxix. Electricity may only be used from the proper connection for that specific stand.
- xxx. I or my principal (the owner or resident) shall be responsible for damage to curbs/plants on the sidewalks and/or damage to private Estate property, both for damages caused by my own employees or by way of suppliers delivering supplies. The road surface and kerbsides, as well as lampposts and road signs are included and are regarded as Estate property.
- xxxi. Because there are more permanent residents and visitors in the estate it has become necessary to implement new screening off regulations when it comes to buildings in progress. As from 1 November 2010 all contractors and owners must ensure that a green 1.8 meter high screen is erected around the stand where building activities are taking place. If the outside walls of the stand are erected it will not be required to have a screen where such walls are in place. Access to the stand must be restricted and must be controlled by the contractor and owner. Building cannot commence or continue unless the stand has been screened off. The HOA reserves the right to suspend building activities if the stand is not screened off as required.
- xxxii. Contractors and Owners must comply with all the requirements of the Occupational Health & Safety (OHS) Act and Regulations in respect of construction work performed on an Owner's property. Any OHS compliance service to be rendered may only be rendered by a registered, duly qualified and competent agents to be appointed either by the HOA or the Owner. All costs in this respect to be borne by the Owner. Should this appointment be done by the Owner, the name, qualifications and contact details of the agent must be furnished in writing to the HOA. Building activities may not commence or continue before the above requirements have been complied with, evidenced by submitting to the HOA a compliance certificate issued by such OHS compliance agent. D1
- xxxiii. I will supply the shed and the toilet facility as depicted in the rules and regulations. Omission thereof will result in the suspension and/or the halting of building operations until compliance.
- xxxiv. Signboards will only be erected in the prescribed format as per HOA standards, details of which are available from the HOA. Such boards are not to be erected on the pavement. No sub-contractor's boards are allowed. All boards must be removed after completion of construction.
- xxxv. Should the HOA have any concern with the conduct of the contractors, the HOA may suspend building activity to rectify the problem, as he deems necessary.
- xxxvi. The HOA reserves the right to suspend building activity until such undesirable conduct is rectified.

- xxxvii. Suspension will not be preceded by notice to rectify. It is my duty, and the duty of the owner, to adhere to all the prescriptions at all times and suspension will thus be the direct result of my undesirable conduct. Suspension will thus be without recourse against the HOA from the owner and/or contractor and/or sub-contractor.
- xxxviii. Offenders will be fined R300-00 (payable to the HOA) for the first offence and R500-00 for a subsequent offence and may be permanently removed in case of a third or subsequent offence.
- xxxix. The fines are payable within the same day as issue thereof at the offices of the HOA. Should fees not been paid within the prescribed period, building operations will be suspended from the next morning following the issuing of the fine, until such time as payment has been made.
- xl. The above document is fully understood and the contractor and owner undertake to comply with the above points.
- xli. I agree that this is not the full set of regulations and it may be amended from time to time.
- xlii. Further, that the rules and regulations as handed to me, are integral and non-severable parts hereto.
- xliii. Further, I agree that additional control measures may be instituted by the HOA from time to time in the form of written notification, to which I will be bound, as if it were part and parcel to this undertaking. I will likewise ensure compliance thereto by any of my employees, suppliers or sub-contractors or workers employed by them.
- xliiii. The Housing Consumers Protection Measures Act requires all persons in the business of constructing homes to be registered with the NHBRC. Utilizing the services of an unregistered builder is in contravention of the Act and excludes the housing consumer from the protection by law and the NHBRC. Proof of Registration to be provided to the HOA upon submission of the plans

### 3. GENERAL CONDITIONS:

- i. The speed limit within the Estate is 40kph. All public rules of the road apply within the Estate and offenders will be fined in accordance with clause xxxvi *supra*, as well as in accordance to the prescriptions of the Road Safety Act of the Republic of South Africa. Any contractor found speeding on any road within the Estate will be removed from the Estate and future access permanently denied.
- ii. The construction of the structure **must** adhere to **the approved plans** to the letter. Deviation will result in the suspension of the building activities and only rectification will be allowed before further construction will be allowed.
- iii. Deviation from the approved plans will result in the HOA refusing to issue a certificate of satisfaction, without which an occupational certificate will not be obtained from the Town Council. Legal action to rectify the structure, and not the amendment of the plans, will be instituted against the owner and a cost order will be sought in all events.
- iv. Contractors or employees of contractors will not be allowed to walk around in the estate. Employees of contractors must be transported from the main entrance to the stand where they are working and must be transported back to the main entrance as required. The offending owner and the offending contractor may each be fined R300-00, and the suspension of activities will follow in the event of omission to pay the fine within 24 hours of being served therewith.
- v. Rubble may not be dumped on open and/or empty stands within the Estate. In the event of the illegal dumping of rubble being found, it will be removed at the cost of the offending



owner, without any further notice. Signature to this agreement is admittance to such liability and acceptance of liability to pay.

- vi. The offending owner and the offending contractor will each be fined R300-00, and the suspension of activities will follow in the event of omission to pay the fine within 24 hours of being served therewith.
- vii. The owner/contractor is obliged to erect a building board on the erf before commencing with building activities. The board will contain the following information:

Erf Number, Name of Builder and telephone number, Name of Developer: Aquavista Investments (Pty)Ltd.

The board will be supplied by the HOA. The owner/contractor will be liable to pay an amount of R850 to the HOA for the board and will be responsible for the erection of the board on the building site and the removal thereof after completion of the works.

I, the undersigned, in conjunction with all the other signatories hereto, hereby agree to all the above prescriptions and the attached rules and regulations and place myself liable in terms hereof, jointly and severally, whoever pays first, absolves the other.

**OWNER / RESIDENT / AGENT / MANDATED SIGNATORY**

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

At \_\_\_\_\_

<b>Owner</b>	<b>Resident/mandate**</b>	<b>Witness</b>
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\_\_\_\_\_  
(Name, capacity and ID in print)

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**MAIN CONTRACTOR**

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

At \_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Main Contractor/Professional Adviser**

\_\_\_\_\_  
**Tel No**