

# **BUILDING RULES AND REGULATIONS FOR NEW DWELLINGS AND ALTERATIONS & ADDITIONS**

Revised: November 2022

## **1. Definitions**

In these BUILDING RULES, the following words and expressions bear the corresponding meanings ascribed to them, unless the context indicates otherwise:

- i. **AESTHETIC COMMITTEE** means the committee appointed to oversee the implementation of the architectural guidelines prescribed in the GUIDE.
- ii. **ARCHITECT** means the person appointed by the HOMEOWNER as his architect and includes his partners, directors or associates.
- iii. **ALTERATION** – (MINI SHOC required) Will be deemed as internal changes to an existing home which exceeds project cost of R 500 000 and DOES NOT AFFECT OR CHANGE ANY FADADE OF THE BUILDING.
- iv. **ADDITIONS** – (MINI SHOC required) Will be deemed, any changes made to an existing home which AFFECT OR CHANGE ANY FAÇADE OF THE BUILDING REGARDLES OF THE COST.
- v. **BCO** means the building control officer, being the person(s) or entity nominated by the BC OFFICE from time to time to perform regular site inspections, give feedback, issue PENALTIES and deliver site reports at their/its discretion.
- vi. The BCO REPRESENTATIVE has to be granted access to the ERF at all times.
- vii. **BUILDING COMMITTEE** means the committee established and represented by the TRUSTEES to oversee the activities of the BC OFFICE. For the avoidance of doubt, the BUILDING COMMITTEE shall perform an oversight and advisory role only and shall bear no liability or responsibility of whatsoever nature in relation to the BUILDING WORK.
- viii. **BUILDING CONTRACTOR** means a building contractor approved by the DEVELOPER or the HOA in terms of the CONSTITUTION in accordance with criteria determined by the DEVELOPER or the HOA and employed by a HOMEOWNER.
- ix. **BUILDING RULES** means the building rules and regulations contained in this document, including all annexures hereto, as amended from time to time, which rules and regulations shall regulate and govern all BUILDING WORK on the DEVELOPMENT and must be signed by

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

the HOMEOWNER, the BUILDING CONTRACTOR and the HOA before the commencement of any BUILDING WORK on the ERF on behalf of the HOMEOWNER.

- x. **BUILDING CONTRACTOR FEES** means the fees, levies and other amounts set out in **ANNEXURE A** payable by the BUILDING CONTRACTOR to the HOA during the BUILDING PERIOD in order to be allowed to do any BUILDING WORK on the DEVELOPMENT, and which fees may be amended from time to time by the HOA.
- xi. **BUILDING PERIOD** means the period of time that the BUILDING CONTRACTOR will be conducting the BUILDING WORK 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 and with an approved Rider Plan/ As Built Plan.
- xii. **BUILDING PROJECT** means the entire process of undertaking and completing ANY BUILDING WORK on an ERF.
- xiii. **BUILDING WORK** means any structure of whatever nature to be erected or constructed on the ERF, and including any enabling work, underground work (including the installation of tanks), and any form of remedial landscaping.
- xiv. **COMMON AREAS** means land registered in the name of the HOA and which does not form part of any HOMEOWNERS' property. COMMON AREAS also include all internal services and infrastructure, the roads, pavements, gardens and streetlights as well as water, sewerage and electricity systems.
- xv. **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. IT IS REQUIRED FROM THE OWNER OR BUILDER TO CONTACT BCO AND REQUEST FINAL INSPECTION TO TRIGGER COMPLETION PROCESS.
- xvi. **CONSTITUTION** means the constitution of the HOA, as amended from time to time.
- xvii. **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 are done according to the GUIDE.
- xviii. **DEPOSIT** means the deposit payable by the BUILDING CONTRACTOR to the HOA as set out more fully in clause 5 hereof read with **ANNEXURE A**.
- xix. **DEVELOPER** means the developer of the DEVELOPMENT, as defined in the relevant CONSTITUTION.
- xx. **DEVELOPMENT** means the residential developments known as the Pearl Valley Golf and Country Estate and shall include any extensions of the foregoing and any further developments incorporated as part of any of the HOAs.
- xxi. **ERF** means any Erf in the DEVELOPMENT and shall include any sectional title unit in the DEVELOPMENT.

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

- xxii. **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.
- xxiii. **ESTATE RULES** mean the rules and regulations as set out by the TRUSTEES for the better management of the DEVELOPMENT, as amended from time to time.
- xxiv. **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.
- xxv. **GUIDE** means the Pearl Valley and The Acres Design Guidelines prepared for and applicable to the DEVELOPMENT and includes all/any amendments made thereto from time to time.
- xxvi. **HOA** means the Pearl Valley Homeowners' Association, whichever is applicable, and "HOAs" means all of the foregoing associations.
- xxvii. **HOMEOWNER** means the registered owner of an ERF.
- xxviii. **JBCC** refers to the latest Joint Building Contracts Committee (JBCC) principal agreement ([www.jbcc.co.za](http://www.jbcc.co.za)).
- xxix. **LANDSCAPING CONTRACTOR** means a person or company doing landscaping a HOMEOWNER.
- xxx. **LANDSCAPING GUIDELINES** means the landscaping rules and guidelines issued by the HOA from time to time in relation to the DEVELOPMENT.
- xxxi. **LANDSCAPING PLANS** means plans for the gardens on erven surrounding BUILDING WORK, and for upgrading of existing landscaped gardens.
- xxxii. **LOCAL AUTHORITY** means the Local Authority having jurisdiction over the DEVELOPMENT which, at date of approval of the DEVELOPMENT, is the Drakenstein Municipality.
- xxxiii. **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.
- xxxiv. **NHBRC** means 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.
- xxxv. **PA** means the Principal Agent as defined in the JBCC principal building agreement, being the party named as such 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.
- xxxvi. **PENALTY** means any fine issued in writing for transgression of ESTATE RULES at the discretion of the MANAGER, the BCO, or the HOA Controller or SECURITY.
- xxxvii. **PM** means the Project Manager as defined in the JBCC principal building agreement, being the responsible party appointed by the employer to plan, organise, secure and manage resources to bring about the successful completion of the BUILDING PROJECT in terms of the latest JBCC principal agreement.

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

- xxxviii. **PLANS** means the approved plans by the HOA and the approved plans from the LOCAL AUTHORITY. A set of both is to be kept on site for inspection by the BCO.
- xxxix. **RIDER PLANS** means the plan which is required prior to implementation of changes to an approved plan.
- xl. **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.
- xli. **SHOC or MINI-SHOC** means the Site Handover Certification Document which specifies the requirements for commencement of BUILDING WORK.
- xlii. **TRUSTEES** mean the Developer Trustees and the member Trustees of the HOA, collectively from time to time and includes alternate and co-opted Trustees.
- xliii. **VEHICLE** means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise.
- xliv. **WEBSITE** means the Pearl Valley Homeowners Association: [www.pvhoa.co.za](http://www.pvhoa.co.za).

The ANNEXURES to these BUILDING RULES are:

- i. ANNEXURE A: building levies and contractor fees payable by the BUILDING CONTRACTOR during the building process.
- ii. ANNEXURE B: SHOC deliverables and contact information for plan submission and site handover.
- iii. ANNEXURE C: Penalty Chart
- iv. ANNEXURE D: Indemnity form for signature by the BUILDING CONTRACTOR and HOMEOWNER when the Local Government has provided temporary plan approval.
- v. ANNEXURE E: Undertaking by the LANDSCAPING CONTRACTOR, the BUILDING CONTRACTOR and the HOMEOWNER to adhere to and confirming their understanding of these BUILDING RULES, the fees, PENALTIES and procedures prescribed herein.
- vi. ANNEXURE F: Relevant site information for completion by the BUILDING CONTRACTOR.
- vii. ANNEXURE G & H: Acknowledgement of services and infrastructure, for completion by the BUILDING CONTRACTOR and a duly authorised representative of the HOA prior to the commencement of any work outside of the ERF boundaries.
- viii. ANNEXURE I: Fibre Infrastructure and Requirements
- ix. ANNEXURE J: Building and Landscaping Rider Plans
- x. ANNEXURE K: Solar & PV Installation Checklist
- xi. ANNEXURE L: Debit Order Authorisation – Contractors

## 2. Interpretation



# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

Should a discrepancy exist between these BUILDING RULES and the CONSTITUTION and/or the ESTATE RULES, the order of preference shall be (1) the CONSTITUTION, (2) the ESTATE RULES and (3) these BUILDING RULES.

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

Unless the context clearly indicates a contrary intention:

- i. The singular shall include the plural and vice versa; and
- ii. A reference to any one gender shall include the other gender: and
- iii. 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 these BUILDING RULES 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.

### 3. Recordal

The HOMEOWNER desires to effect BUILDING WORK to the ERF.

The HOMEOWNER desires to effect additional BUILDING WORK to an existing home on the ERF.

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

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

The HOA wishes to ensure that the construction/erection of the BUILDING WORK 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 other HOMEOWNERS within the DEVELOPMENT or cause damage to the DEVELOPMENT, and generally to ensure that such BUILDING 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**

The BC OFFICE has been established by the HOA to monitor the progress and execution of the BUILDING WORK on the DEVELOPMENT and to act as an aesthetic controller and BUILDING RULES controller, by *inter alia* reporting to the BUILDING COMMITTEE and AESTHETICS COMMITTEE and addressing site deviations.

The BCO will do inspections of the BUILDING WORK and may enter any site at any time without prior notice where landscaping or BUILDING WORK if been done 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**

##### **a. Fees and Levies**

The BUILDING CONTRACTOR shall pay a monthly building levy to the HOA, which levy shall be payable by monthly debit order. The amount of the monthly building levy shall be the amount stipulated as such in **ANNEXURE A** and shall consist of a monthly road levy and a building control levy. The BUILDING CONTRACTOR is required to complete a new debit order authorisation form for every new BUILDING PROJECT. In the event that a BUILDING CONTRACTOR has outstanding fees, the HOA reserves the right to not approve any additional building work until such fees have been paid.

##### **b. Builder's Deposit**

In addition to the aforesaid fees and levies, the BUILDING CONTRACTOR must pay a DEPOSIT to the HOA, in the amount indicated in **ANNEXURE A**, in respect of each BUILDING PROJECT undertaken by the BUILDING CONTRACTOR on the DEVELOPMENT. The DEPOSIT shall not accrue interest.

Each DEPOSIT paid by the BUILDING CONTRACTOR in relation to a BUILDING PROJECT on the DEVELOPMENT shall serve as security for all obligations of whatsoever nature and howsoever arising owing by the BUILDING CONTRACTOR to any of the HOAs with jurisdiction over the DEVELOPMENT, or part thereof.



## PEARL VALLEY

— HOME OWNERS ASSOCIATION —

The HOA shall be entitled to use the DEPOSIT, or part thereof, for the purpose of discharging any obligation of the BUILDING CONTRACTOR in relation to its activities on the DEVELOPMENT. In addition, the HOA shall be entitled, in its sole discretion, to permit any other HOA having jurisdiction over the DEVELOPMENT to use the DEPOSIT, or part thereof, for the purpose of discharging any obligation owing by the BUILDING CONTRACTOR to such other HOA or HOAs.

Without derogating from the generality of the foregoing, the DEPOSIT may be used *inter alia* by any HOA for the purpose of:

- (a) settling any arrear levies or other amounts due and owing by the builder to such HOA from time to time.
- (b) rectifying or repairing any damage to the DEVELOPMENT directly or indirectly attributable to the acts or omissions of the BUILDING CONTRACTOR, its employees, agents or subcontractors; and
- (c) compensate any HOA for any damages, losses or costs of whatsoever nature suffered by such HOA as a direct or indirect result of the acts or omissions of the Builder, its employees' agents or subcontractors.

Should any deductions be made from the DEPOSIT by the HOA as envisaged herein, the HOA shall have the right to require the BUILDING CONTRACTOR to replenish or reinstate the DEPOSIT to its original amount on 10 (ten) days written notice.

The DEPOSIT, less any deductions made by the HOA or HOAs (as the case may be), acting through the BC OFFICE as envisaged herein, will be refunded to the BUILDING CONTRACTOR without interest after the COMPLETION CERTIFICATE has been issued.

Notwithstanding anything to the contrary contained or implied herein any claim which any HOA may have against the BUILDING CONTRACTOR shall not be limited to the amount of the DEPOSIT or DEPOSITS held by such HOA or by the HOAs collectively, and the HOA shall be entitled to recover from the BUILDING CONTRACTOR the full amount of such claim.

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.





# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

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 payment of all the HOA'S legal costs incurred in the enforcement of its claim against the BUILDING CONTRACTOR on the scale as between attorney and own client.

Under no circumstances shall the BUILDING CONTRACTOR be allowed to access a site and turn ground unless the full SHOC documents (as required) have been submitted to the BC OFFICE, notwithstanding the nature or size of the alterations. If in doubt as to what is required, the BUILDING CONTRACTOR is advised to request further information from the BC OFFICE. The HOA will impose a penalty as per **ANNEXURE C** for the commencement of work without the required SHOC documentation, and the site will be shut down until such time as the penalty has been settled, the required documentation lodged with the HOA and applicable SHOC issued.

## 6. Site Representative/Site Foreman

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 must be available on site at all times during building hours to receive and sign for deliveries and estate documentation including penalties. If nobody is available to sign for such documentation, it will be noted as 'no foreman on site'.

## 7. Penalties & Payments

The HOA will impose various warnings and PENALTIES as described in **ANNEXURE C** for various transgressions. PENALTIES 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

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

## 9. Architectural and Design Guidelines





## PEARL VALLEY

— HOME OWNERS ASSOCIATION —

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

### **a. No Deviation**

The HOMEOWNER and the BUILDING CONTRACTOR acknowledge that the HOA shall be entitled to enforce compliance with the GUIDE as well as the ESTATE RULES and any other instructions/regulations issued in terms thereof or in terms of the CONSTITUTION with regard to the construction/erection of the BUILDING WORK.

The BUILDING CONTRACTOR shall, in respect of the BUILDING WORK, 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 GUIDE and by the LOCAL AUTHORITY. The BUILDING CONTRACTOR shall in no way deviate therefrom.

It is the BUILDING CONTRACTOR's responsibility to provide the AESTHETIC COMMITTEE prior to construction with any structural or aesthetic deviations requests. A set of rider plans needs to be submitted, subject to a reduced plan scrutiny fee. The approval of any such rider plans shall be at the discretion of the AESTHETIC COMMITTEE, and the BUILDING CONTRACTOR/HOMEOWNER shall have no automatic right to approval of such plans.

### **b. Availability of Plans**

Prior to and during construction/erection of the BUILDING WORK, the BUILDING CONTRACTOR shall ensure that a copy of the working drawings and plans in respect of the BUILDING WORK as approved in terms of the GUIDE 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.

- Copy of approved & stamped LOCAL AUTHORITY plan.
- Copy of approved & stamped HOA plan.
- Copy of approved & stamped HOA rider plan.
- Copy of approved & stamped Rider plan from the Local Authority plan.

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

A site board will be required for both new dwellings and alteration & additions.

A site board for the BUILDING CONTRACTOR 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**

The BUILDING CONTRACTOR acknowledges that the DEVELOPMENT contains dams, streams and water features which are sensitive to pollution and contamination from groundwater and run-off



## PEARL VALLEY

— HOME OWNERS ASSOCIATION —

water. The BUILDING CONTRACTOR shall ensure that special care is taken in its handling, disposal and cleaning-up operations with particular note to paint, tile grout, tile adhesive, cement and rhino lite, 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 must be effectively controlled so that no interference is caused to activities on the DEVELOPMENT or any inconvenience.

The BUILDING CONTRACTOR will adhere to all applicable environmental, health and safety laws in the execution of the BUILDING WORK and all other activities conducted on the DEVELOPMENT.

### **12. Access Control**

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 with a maximum of three axles.

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

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**

For security and safety reasons the speed limit on Pearl Valley 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 PENALTIES will be issued.

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

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

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 behind the netting. 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.

The BUILDING CONTRACTOR may not park on or store site materials on any vacant ERF or POS or Estate Verges.

### **15. Deliveries**

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

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

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



## PEARL VALLEY

— HOME OWNERS ASSOCIATION —

A delivery VEHICLE at the Pearl Valley Main Gate and/or Contractor's Gate may be denied entry, in the event of oil leakage. 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. If an oil spill is traced to a site/ERF, the cleaning cost will be added to the CONTRACTOR's account.

The mixing of building materials must occur within the confines of the ERF. If any spillage of building material occurs 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.

In the event that the BUILDING CONTRACTOR has to pour concrete after hours, permission is to be obtained from the HOA 12 hours prior to commencement of work.

### **16. Control of Labour**

Throughout the construction/erection of the BUILDING WORK 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 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 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.

## 17. Building Hours

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 18h00.

No construction work will be permitted for approximately three to four weeks from around the 16th of December. The actual dates are to be confirmed annually according to the yearly calendar.

## 18. Health & Safety

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 appointed and employed by the HOMEOWNER will be deemed responsible for regular site visits regarding to the conformance of the Health and Safety Act.

The BUILDING 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, are implemented in respect of the areas designated for BUILDING WORKS.
- ii. Expressly undertake to ensure compliance with all applicable safety, health and environmental laws and 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 BUILDING WORKS are conducted.
- iv. Ensure a supervisor and/or an assistant supervisor shall at all times be available and present on the premises whilst BUILDING WORKS are 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 HOA.
- viii. Fully & completely indemnify the HOA, the DEVELOPER and all companies and entities forming part of the ESTATE including their respective employers, directors, trustees or

agents, and holds such entities and persons harmless against all claims or demands of whatsoever nature in respect of any injury, death, loss, damages, or costs incurred by the BUILDING CONTRACTOR or any of its employees, agents, invitees and contractors at any time during the BUILDING PROJECT.

## 19. Site Neatness

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 adequately secured after hours to withstand strong wind. Only one colour net is allowed per site.

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 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 without any holes, tares or unsightly patchwork 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 1.8m high if the project is not yet completed.

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

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

The BCO has the final say determining whether netting is required or not.

## 20. Water meters (applicable to new dwellings)

The HOA shall install a water meter, the fee for which shall be recovered from the SHOC fee as per **ANNEXURE A**. 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 removed. The Voltano Metering App Checklist must be completed and submitted prior to site establishment. No building work may commence without an installed water meter.

## 21. Landscaping installation procedures



## PEARL VALLEY

— HOME OWNERS ASSOCIATION —

To ensure that any landscaping work done on the Estate is of a quality that meets the high standard as envisaged by the CONSTITUTION as supplemented by the LANDSCAPE DESIGN GUIDELINES, the following conditions pertaining to landscaping are applicable to all garden installations.

- i. All landscapers who wish to conduct any business at Pearl Valley Golf and Country Estate and The Acres shall be SALI members as, as such, shall abide by the provisions of the SALI Constitution.
- ii. All gardens shall be installed in accordance with SALI's specification and criteria (as amended from time to time).
- iii. All irrigation to be done to LIA (Landscape Irrigation Association SA) standards.
- iv. **ANNEXURE E** as set out in this document must be completed by the Landscaping Contractor.

## 22. Excavations & Rubble

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 BUILDING WORK, effective dust control measures must be implemented by the BUILDING CONTRACTOR



All activities relating to the BUILDING WORK 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.

Skips are to be securely closed after hours in such a way that they remain closed even in high wind conditions.

## 23. Containers

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 or grey.
- 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 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.

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

## 24. Services

### 24.1 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 the DEVELOPMENT, equestrian facilities, or agriculture or 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 PENALTY issued by his sole discretion.

#### *24.2 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. 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.

#### *24.3 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.

#### *24.4 Latrine Facilities*

Prior to commencement of the construction/erection of the BUILDING WORK 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, sub-contractor(s) or invitee of the BUILDING CONTRACTOR 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 and must be screened from the road.

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



## PEARL VALLEY

— HOME OWNERS ASSOCIATION —

The BUILDING CONTRACTOR shall ensure that the construction/erection of the BUILDING WORK in no way causes damage to trees, vegetation or landscaping on the DEVELOPMENT 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.

### 26. Certificates

These BUILDING RULES do not overrule the JBCC or vice versa but are intended 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 HOA'S inspection and approval.

The CONTROLLING ARCHITECT or BCO will inspect the BUILDING WORK 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 BUILDING CONTRACTOR FEES or PENALTIES due by the BUILDING CONTRACTOR and HOMEOWNER, and that an occupation certificate has been obtained from the LOCAL AUTHORITY 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.

The HOA OCCUPATION CERTIFICATE or COMPLETION CERTIFICATE is required for moving in, as SECURITY 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.

### 27. Declarations

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

The HOMEOWNER and the BUILDING CONTRACTOR undertake to co-operate fully with the BC OFFICE, the HOA, the DEVELOPER, Security and AESTHETICS COMMITTEE, to ensure that the spirit and intent of these BUILDING RULES are complied with.

The HOMEOWNER and BUILDING CONTRACTOR confirm that they have read and understand these BUILDING RULES, the CONSTITUTION and the ESTATE RULES and agree to be bound by and to adhere to the provisions of these documents. The HOMEOWNER and BUILDING CONTRACTOR acknowledge that these documents may be accessed on the WEBSITE and are subject to change from time to time.

The HOMEOWNER acknowledges that he has employed the BUILDING CONTRACTOR, ARCHITECT, PA or PM, and is responsible to ensure compliance by such persons with the CONSTITUTION, THE ESTATE RULES, these BUILDING RULES as well as the GUIDE and any further rules made in terms of the foregoing from time to time.

The BUILDING CONTRACTOR acknowledges and accepts responsibility for all employees, workers, agents, subcontractors, and invitees to the DEVELOPMENT and shall ensure that all such persons adhere to these BUILDING RULES, the CONSTITUTION and the ESTATE RULES at all times.

The HOMEOWNER and BUILDING CONTRACTOR acknowledge that they are aware of the role of the BC OFFICE.

The BUILDING CONTRACTOR acknowledges that it is responsible for payment of the DEPOSIT and the fees and levies set out in **ANNEXURE A** and all PENALTIES imposed on it from time to time and undertakes to make timeous payments of all such amounts.

The BUILDING CONTRACTOR renounces, waives and abandons in favour of the HOA all its right, title and interest in and to any lien or right of retention which it has or may acquire in future with regard the BUILDING WORK, or any part thereof, including without limitation in respect of building(s) and/or structure(s) and/or improvements erected or effected or to be erected or effected by it on any ERF in the DEVELOPMENT. The waiver of the BUILDING CONTRACTOR'S lien in favour of the HOA, as aforesaid, shall endure in respect of such BUILDING WORK, or part thereof, until such time as a practical completion certificate is issued in respect of such BUILDING WORK, or part thereof.

## 28. Project Detail

- SURVEYOR GENERAL NUMBER: SG NR: \_\_\_\_\_
- VALUE OF BUILDING WORK/IMPROVEMENTS: R \_\_\_\_\_
- TOTAL BUILDING AREA IN SQUARE METERS: \_\_\_\_\_ m<sup>2</sup>
- COMMENCEMENT DATE: \_\_\_\_\_
- ANTICIPATED COMPLETION DATE: \_\_\_\_\_
- ANTICIPATED BUILDING PERIOD: \_\_\_\_\_

## 29. Agreement

### BUILDING CONTRACTOR

Signed at Paarl on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

AS WITNESSES:

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

2 \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Capacity of signatory: \_\_\_\_\_

### CLIENT/HOMEOWNER

Signed at Paarl on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

AS WITNESSES:

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

2 \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Capacity of signatory: \_\_\_\_\_



PEARL VALLEY  
— HOME OWNERS ASSOCIATION —

**HOA BC OFFICE**

Signed at Paarl on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESSES:**

1 \_\_\_\_\_

who warrants that he is duly authorised thereto

2 \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Capacity of signatory: \_\_\_\_\_

### 30. Detailed Information

#### *a. The Building Contractor*

Registered Name:						
Trading Name:						
Registration No:						
VAT Reg. No:						
Income Tax No (if not VAT registered):						
Type of Business	<input type="checkbox"/>	Limited	<input type="checkbox"/>	(Pty) Ltd	<input type="checkbox"/>	CC
	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	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>Directors/Owners: (Please indicate name and residential address of majority directors/owners)</b>						
Surname:						
First Name:						
Identity Number						





# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

Address	
Town:	
City:	
Home Tel No:	
Shareholding (%)	

## ***b. The HOA***

**Trading Name:** Pearl Valley Homeowners Association

**Postal Address:** 1 Pearl Valley Estate, R301 Wemmershoek Road, Paarl, 7467

**Physical Address:** Pearl Valley Golf & Country Estate, R301 Wemmershoek Road, Paarl

**Phone No:** 021 867 8000

**Email address:**

Accounts: [debtors@pearlvalley.co.za](mailto:debtors@pearlvalley.co.za)

General enquiries: [info@pvhoa.co.za](mailto:info@pvhoa.co.za)

Building Control Officer: Andries Roux - [bco@pvhoa.co.za](mailto:bco@pvhoa.co.za)

**VAT Registration No:** 4700216999

**HOA Bank Details:**

Account Name: Pearl Valley Homeowners' Association

Bank: Nedbank

Account number: 1470 119 064

Branch: 198 765