

*Ebotse Golf & Country Estate*

*26/10/2018*

**STAND:.....**



# **BUILDERS RULES & REGULATIONS**

**FOR THE**

**EBOTSE GOLF & COUNTRY**

**ESTATE**

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**IN FAVOUR OF THE EBOTSE GOLF & COUNTRY ESTATE HOME OWNERS  
ASSOCIATION**

# **EBOTSE GOLF & COUNTRY ESTATE**

## **BUILDERS RULES AND REGULATIONS**

### **1.1. INTRODUCTION**

- 1.1.1. The Ebotse Golf & Country Estate Homeowners Association (HOA), being the legal representative of the homeowners of Ebotse Golf & Country Estate, has adopted certain rules, including the foregoing, relating to building contractor activity on the Property. The primary intention of the provisions hereunder is to ensure that all building activity on the Property occur with the least possible disruption to residents, and at the same time maintaining optimum security levels. In the event of uncertainty, residents / or their contractors are most welcome to contact the Estate Manager.

**THIS DOCUMENT MUST BE READ IN CONJUNCTION WITH THE ARCHITECTURAL GUIDELINES OF THE HOA**

### **1.2. LEGAL STATUS**

- 1.2.1. The conditions governing building activities that are set out in this document are rules adopted by the HOA and are therefore binding on all homeowners, their contractors, staff, employees and sub-contractors. Furthermore, all homeowners are obliged to ensure that their building contractors and sub-contractors are made aware of the conditions and comply strictly with them. Homeowners are therefore required to include these conditions in any building contract concluded in the respect of the Property, 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 homeowner, resident, contractor or sub-contractor, professional consultant, adviser or whatever status the person may possess, as a result thereof;
- 1.2.2. The rules, procedures and codes of conduct contained herein are not negotiable and will be enforced by the board of directors. No exceptions will be made and no compromise will be allowed;
- 1.2.3. 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, could be barred permanently from entering the Property. Homeowners shall vicariously remain accountable for any act or omission in contravention of the Rules by any of the above persons;
- 1.2.4. Contraventions so stipulated will carry penalties and or administrative fees to the correction thereof and will be charged against the applicable homeowners' levy if not paid by contractors as stipulated in these rules.

### **1.3. GENERAL**

- 1.3.1. A homeowner acting as "Owner Builder" will be classified and regarded as a contractor governed by these rules and regulations until all building activities have been completed, (whether the owner makes use of part time or full time building contractors). Homeowners are not allowed to "abuse" their status as homeowners to complete any form of building activity that may infringe on the "private times" of neighbouring residents. **An "Owner Builder" must ensure that a qualified foreman or project manager is appointed on the stand for the duration of the construction period for administration and control purposes.** This is also required after the "owner builder" has sub-contracted the construction of the shell of the house to a contractor and opted to conclude the finishes of the dwelling himself/herself. No homeowner may bring contractors or labourers on site after hours, over weekends or public holidays. This is unconditional and no exceptions will be made;
- 1.3.2. A vacant stand must be cleaned on a regular basis to the satisfaction of the HOA, which is keeping any and or all grass on average shorter than 45cm. If not, the stand will be cleaned by a contractor under instruction of the HOA, at the expense of the owner;
- 1.3.3. Existing trees and side-walk grass, not interfering with proposed foundations and/or structures should be protected, especially during construction. Removal of existing trees will only be done with the prior written approval of the HOA;

- 1.3.4. Existing trees and side walk grass, not interfering with proposed foundations and/or structures damage or removed during building operations and not replaced afterwards, will be replaced by the HOA at the expense of the homeowner;
- 1.3.5. No building may be erected or altered (externally) without the approval from the HOA;
- 1.3.6. All plans for the construction of, or alterations to, buildings must be approved by a registered professional architect;
- 1.3.7. The applicant shall formally apply for approval of plans in accordance with the regulations prescribed by the HOA;
- 1.3.8. No application will be considered if the homeowner is owing any levies, penalties or any other monies to the HOA;
- 1.3.9. Approval of plans by the HOA does not in any way absolve the owner from any legal requirements pertaining to building operations on the property;
- 1.3.10. No applications for rezoning, subdivision, consolidation or any other change of land use applications shall be made without the prior written consent of the HOA;
- 1.3.11. All building plans have to be approved by the HOA and the Local Authority as required from time to time, before the commencement of any construction or alterations;
- 1.3.12. Any damage caused to any property on the Property by any homeowner, contractor, sub-contractor or supplier shall be repaired by the relevant contractor or homeowner to the satisfaction of the HOA. Failure on the part of any member to ensure such a repair or make good the damage, shall entitle the HOA to effect such repairs and debit the homeowner with the cost thereof plus administration costs incurred and may lead to the suspension of activities and/or denial of access to the Property, and/or civil litigation without prejudice to any other right or remedies available to the HOA;
- 1.3.13. The HOA reserves the right to institute further controls in respect of any building activities or supply of any products or services on the Property. Such controls shall also be binding on all homeowners, contractors, sub-contractors, suppliers and labourers operating on the Property.
- 1.3.14. The owner of the property will be responsible for any disputes arising from any approved relaxations. The EHOA will not be liable for any litigation or mitigation arising from the approval or refusal of any relaxation.
- 1.3.15. If in the opinion of the EHOA Aesthetics Committee the owner has erected a structure which does not comply with the "Architectural Guidelines" or is in contravention with the "Builder's Rules & Regulations", and fails or neglects to comply within 21 days after a notice by the Estate Architect to make good or take remedial steps to rectify such non-compliance or contravention, the EHOA may institute legal action in a competent court to enforce compliance with such notice.
- 1.3.16. It is the owner's responsibility to gain the consent of all the affected neighbours when an application for relaxation of a building line or servitude is applied for. The EHOA reserves the right to approve or to refuse an encroachment notwithstanding agreements amongst the owner and the affected neighbours, should it not be in the interest of the estate. No encroachments will be considered for approval if the local authority has refused the application for relaxation.
- 1.3.17. All relaxation granted by the EHOA will be assessed as a separate matter by the Local Authority and the final decision for an application of a relaxation is dependent on the ruling of the Local Authority.
- 1.3.18. The Main Contractor per stand must attend the compulsory HOA Building Control's meeting once every month on the last Wednesday of the month in the main entertainment room of the clubhouse. Building related matters on the Estate will be discussed. Failure to attend the meeting will result in the deduction of one credit per contractor per stand.

#### **1.4. OBLIGATIONS OF HOMEOWNERS**

- 1.4.1. It is the duty of the homeowner to ensure that their contractors and/or project managers and/or sub-contractors and/or suppliers is/are made aware of these rules and complies therewith. In this regard these rules shall form part of and deemed to be incorporated in any building contract concluded in respect of any land on the Property. Failure to comply with these rules shall result in charging of a penalty as laid down by the Directors from time to time and/or suspension of building activities and/or denied access to the Property for project managers, contractors, suppliers or their labourers and/or civil litigation without prejudice of any other rights or remedies available to the HOA;
- 1.4.2. Homeowners and residents are encouraged to report any and all offences to the Estate Manager's office in writing.

#### **1.5. REGISTRATION**

- 1.5.1. All homeowners shall ensure that their contractors, project manager, sub-contractor or suppliers of services are registered with the HOA. Application for registration is done by filling out an application form to be submitted to the Estate Manager for approval. Registration certificates are issued by the HOA for 15 months and are renewable annually;
- 1.5.2. Contractors shall make application to the HOA for access cards for all labourers employed by them. Such cards shall be available upon registration and payment of the prescribed fee. Contractor cards which will provide the main contractor as well as their dedicated driver's access are also available at the HOA office at a prescribed fee;
- 1.5.3. All building contractors must be registered with the National Home Builders Registration Council (NHBRC). Proof of registration will be required on registration with the HOA;
- 1.5.4. A Partially Refundable Development Deposit of R10 000 (Ten Thousand Rand) must also be submitted to the HOA and it will be held in a trust (interest free) by the HOA's selected attorneys. R2 000 of each building deposit will go to the ongoing road maintenance fund.

#### **1.6. BUILDING OPERATIONS**

- 1.6.1. No building operations shall be executed on Saturdays, Sundays and or public holidays under any circumstances;
- 1.6.2. Building operations on respective stands shall commence within 24 months as contracted initially with the developer by the first owner and be completed within 15 months thereafter. If not, a penalty shall be applied, without prejudice of any of the HOA's rights to take whatever steps are necessary in terms of the Articles or in law;
- 1.6.3. The penalties are:
  - 1.6.3.1. A levy and a half of the normal levy for the first 12 months after date of expiry;
  - 1.6.3.2. This levy and a half penalty will only be lifted when building activities commences on a stand;
  - 1.6.3.3. Failure to commence construction within 48 months from the date of first registration of transfer, the developer may take transfer of the stand at the original sale price;
  - 1.6.3.4. Failure to COMPLETE construction within 15 months will result in a penalty of R 500 per day until date of completion.
- 1.6.4. The penalties are only to be lifted on presentation of an "Occupation Certificate" issued by the Local Authority to the Estate Manager and a "Certificate of Completion" issued by the HOA's Architect. Homeowners may only apply at the Local Authority for the Occupational Certificate once in possession of the HOA's Certificate of Completion;

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- 1.6.5. Stands purchased, subsequent to the initial purchase (re-sales), for the purposes of building would receive on application and subsequent approval by the HOA a six (6) month grace period from date of registration, before implementation of these penalties;
- 1.6.6. No building equipment, materials, building rubble or refuse may be dumped or stored on any adjoining land, any road, open spaces, sidewalks or anywhere else on the Property, without the consent of the applicable adjoining stand owner or Estate Manager's approval. When building rubble or soil is earmarked to be used later on as filling on a stand, it must be **properly screened or concealed** to avoid wash down onto another stand or the roads during rain storms.
- 1.6.7. During building, site to be screened off on **4 sides with green shade cloth with a density of 80 percent and 1.8m high supported by a top, middle and bottom cord**. Only steel poles or "droppers" may be used as supports for the shade cloth and must the screening be kept neat throughout construction. The screening on the street side must be up to the pavement with a lockable gate area erected for access purposes. Construction sites must at all times be locked after hours, over weekends and public holidays. Failure to do so will result in heavily fines imposed. Before building activities can commence on a stand the Building Inspector must sign-off and approve the screening on a stand.
- 1.6.8. During building operations the contractor or appointed builder foreman must always have a set of HOA approved building plans of the related stand on site. This will be used by the HOA's residential architect and Building Inspector for reference purposes during site inspections;
- 1.6.9. All Main Contractors will be levied a Monthly Builders Management Levy of R500 per building site which is payable to the HOA by the 1<sup>st</sup> of every month. A homeowner acting as an accredited "Owner Builder" will be liable to pay the levy until completion of dwelling. The levy is payable until the Occupational Certificate is issued per building site. If by the 7<sup>th</sup> of each month, the Monthly Builders Management Levy has not been paid; all access to the said stand will be suspended with immediate effect.

## **1.7. SITE ACCESS AND EGRESS**

- 1.7.1. All labourers shall be in possession of a valid identity document, valid passport or immigration permit and an HOA's access card (laminated permit). Permanent labourers will hand in on a daily basis a HOA copy of his ID-document at the construction entrance in exchange for his/her permanent access permit. In the afternoon he then will exchange his access permit for his HOA ID-copy;
- 1.7.2. Contractors, their staff, sub-contractors and labourers, shall only enter the Property after 06:00 and leave the Property prior to 17:30 from Monday to Friday;
- 1.7.3. No labourers shall be permitted to act as night watchmen to guard their respective sites or to overnight within the Property at all. Contractors or homeowners may negotiate with the HOA's appointed security company for this service if required. The cost thereof shall be for the account of the contractor or homeowner. No security company other than the appointed HOA security contractor may be used inside the Property;
- 1.7.4. Building activity is not permitted during the builders holiday in December/January period (dates will be advised annually);
- 1.7.5. Delivery of building materials and supplies shall be scheduled between **7:00 and 17:00 on weekdays** only. No deliveries on weekends or outside these hours shall be permitted. Deliveries of building materials will only be granted access to the estate when an appropriate delivery note can be produced. Suppliers arriving outside these allowed times shall not be granted access, even if accompanied by a homeowner;
- 1.7.6. Homeowners, project managers and contractors need to inform suppliers of building materials and supplies that the roads on the Property are proclaimed municipal roads and are subject to the relevant legislation. Delivery vehicles suspected of being overloaded, could be subjected to a heavy duty axle weigher (weighbridge) and if found containing a mass exceeding 30 tons, shall be denied access to the Property. Only single unit trucks may come into the development, no articulated trucks will be allowed to deliver any material on site. In the unlikely**

**instance where larger trucks (delivery of roof trusses, concrete beams, block & lintels and long steel reinforcing) need to come onto site, arrangements must be made with the Building Inspector;**

- 1.7.7. All vehicles entering or leaving the Property may be subject to a search by the Estate Manager, Security Manager or appointed security personnel;
- 1.7.8. The only point of access and egress for all contractors, sub-contractors and their labourers shall be via the designated construction entrances.**
- 1.7.9. Contractors found guilty of providing access to unregistered labourers via the estate's access gates, contractor's cards will be confiscated and then treated as visitors. This is regarded as an exceptional serious offence and carries heavy penalties.

## **1.8. LABOURERS**

- 1.8.1. Loitering by labourers shall not be permitted on the Property;
- 1.8.2. Labourers shall only be permitted to enter or exit through the designated turnstiles/gates at the construction entrances, either Simon street or Cloverdene road;
- 1.8.3. Service providers, contractors and/or labourers entering the Property on an ad hoc basis, for one day or a maximum of 5 days at a time e.g. glazers, under floor heating specialists, landscapers and cleaners, shall obtain temporary permits at a cost as determined by the HOA. Service providers requiring access for quoting purposes will be handled as visitors on site. The HOA will issue applicable day passes to confirm the visit;
- 1.8.4. All labourers shall be transported to and from their place of work by the contractor. Labourers working on more than one site and who have to move between sites shall only do so by means of transport by the contractor. i.e. labourers are not allowed to walk between their building site and the applicable contractor's gate and or any other site. Labourers found wandering will be evicted and their access cards confiscated – resubmission of cards will be at an increased cost as determined from time to time by the HOA. Continuous contravention of this rule will result in permanent eviction of the labourer from the Property.

## **1.9. DISCIPLINE**

- 1.9.1. Contractors shall be responsible for the discipline of their labour force and all sub-contractors utilized by them whilst on the Property;
- 1.9.2. Any dispute between the contractors and their labourers shall be settled outside of the boundaries of the Property;
- 1.9.3. Contractors and their labourers shall not disturb any fauna and flora;
- 1.9.4. "Discipline" includes that contractors should ensure that their labourers do not pose a security risk to any members and or their property within the Property, and/or are involved in strikes or illegal activities of any kind on the Property.
- 1.9.5. The homeowner is ultimately accountable for the discipline of the contractor and his staff/employees/sub-contractor, and will be held liable for inappropriate behaviour.
- 1.9.6. Urinating in the public will not be tolerated, contractors or labourers must make use of on-site toilet facilities.
- 1.9.7. Contractor's will receive ten (10) credits per year during the construction phase per dwelling. Continuous contravention of "Builder's Rules & Regulations" will/may result in the deduction of credits by the HOA. Once a contractor has depleted his ten allocated credits per stand, he/she may be banned to act a future builder on the Estate. All fines will be doubled if all credits have been depleted by a contractor.

### **1.10. HOUSEKEEPING**

- 1.10.1. All building sites and coupled pavements are to be kept clean and safe at all times to the satisfaction of the HOA;
- 1.10.2. No building related activity may encroach onto the open spaces;
- 1.10.3. No concrete, dagga, cement or any building materials may be stored (even temporarily), mixed or prepared on any of the roadways, pathways or open spaces;
- 1.10.4. Materials that are off-loaded by suppliers or contractors may not encroach onto any adjacent site, unless written permission has been obtained from the owner of such site. When such a site is used to store building material, the area applicable must be properly screened as prescribed as the site is then deemed as a building site. The contractor is also responsible for the **removal of any sand, cement, rubble, waste and refuse that may be washed or blown onto the road or pavement** from the time of delivery until completion of the contract and handover to the member, i.e. issue of certificate of occupation;
- 1.10.5. Where delivery of materials is impossible due to the topography of the stand or sidewalk as such the materials shall be off-loaded at a secure site outside the Property and delivered to the site by means of alternative transport;
- 1.10.6. Contractors shall provide adequate facilities for the disposal of rubble, waste and refuse and ensure that their labourers utilize these facilities. Contractors must either acquire a skip from the Local Authority or at least six (6) 200l empty drums for this purpose. No rubble, waste or refuse may be burnt or buried on site. No form of paper, plastic bags, empty food or beverage containers, cement bags, tile off cuts, ceiling boards, roof tiles, rubble or the like are to be left lying around on any building site, adjoining stand, the open spaces, roads or sidewalks. **All building rubble to be removed every Friday and all other rubbish as mentioned above on a daily basis;**
- 1.10.7. Contractors shall ensure that the open spaces, storm water systems, and roadways at the relevant building site are at all times kept clean, tidy, save and free from obstruction. **No building materials or other waste besides sewerage may be disposed of into the municipal sewer system. Contractors and owners caught contravening this rule will be liable to a R 15,000 fine payable to the HOA.** Pavements too should where possible be kept free from obstruction;
- 1.10.8. Pollution and contamination of groundwater and run-off water is of particular concern. Contractors shall ensure that special care be taken in the handling, disposal and cleaning-up operations;
- 1.10.9. Each owner shall ensure that reasonable measures be taken to reduce dust, noise, effluent or waste pollution that may affect adjacent properties;
- 1.10.10. No fires for cooking, heating or any other purposes shall be made on the Property;
- 1.10.11. A temporary shed or outbuilding for materials and supplies may be used in connection with and during the construction of a building, provided that it is removed from the property immediately after construction. The said store/outbuilding must be approved by the HOA;
- 1.10.12. Contractors shall provide approved chemical toilet facilities (screened off) or a temporary connection to the main sewerage system, for use of labourers on all building sites. No 'long drops' shall be permitted. To prevent blockage of the sewerage system only toilet paper shall be used;
- 1.10.13. Toilet doors should be kept closed (with a lock or latch on the outside) at all times. The position of toilets on sites must be approved by the Building Inspector.
- 1.10.14. Temporary shed or outbuilding doors should be kept closed (with a lock or latch) at all times during non-operating hours;
- 1.10.15. Contractor notice board shall not exceed 1.5m x 1.5m and must be purchased from the HOA for conformity. The stand number shall also be displayed on such boards. Boards shall only be displayed once construction has commenced, and subsequently be removed on the date the certificate of occupation has been issued. If stand owners wish to re-use contractor board's on multiple stands; the refurbishment and lettering must be done by the service provider of the HOA for aesthetical and uniformity reasons;
- 1.10.16. The general speed limit on the Property is 40 kph. Speeding, disregard of stop signs, reckless driving and any other public traffic offences shall not be tolerated. Due care must be taken that roads are not blocked during loading or off-loading at any building sites;

- 1.10.17. No pets, birds or domestic animals belonging to contractors or and/or labourers shall be permitted on the Property;
- 1.10.18. Excessive noise, including loud talking, shouting or whistling by labourers, radios, hooters and revving of motors vehicles and repairs to such vehicles, shall not be permitted;
- 1.10.19. No direct connections to the electricity boxes for extension leads or power tools shall be allowed. Ekurhuleni approved electrical connections shall only be done by the council/metro or by Ekurhuleni approved electrical contractors.

### **1.11. STATUTORY REQUIREMENTS AND RELATED ISSUES**

- 1.11.1. Contractors and/or suppliers operating within the Property shall comply with all relevant statutory requirements as set by, inter alia the Local Authority, national or provincial government or other relevant institutions. These requirements shall include but not be limited to registration, labour issues, and liability insurance in respect of third parties, accidents and injuries.

### **1.12. INSURANCE**

- 1.12.1. Contractors are obliged to have and maintain the minimum insurance cover in place as determined by the HOA from time to time.
- 1.12.2. Contractors will be required to confirm the existence of such insurance.

### **1.13. ENVIRONMENTAL ISSUES**

- 1.13.1. Within the boundaries of the estate there are environmentally sensitive areas. There is a full environmental management plan (EMP) in place. All residents and contractors must comply with environmental requirements. The estate manager is responsible to ensure that the environment is properly managed on behalf of the EHOA. The rules set out below are not intended to cover the full extent of the EMP and environmental rules but merely to point out most important issues:
  - 1.13.1.1. Cutting or removal of reeds is strictly prohibited;
  - 1.13.1.2. The areas between the lake and waterfront stands/golf course are strictly no go areas, except for walking;
  - 1.13.1.3. The conservation area is strictly a no go area. Walking may only take place on laid out paths;
  - 1.13.1.4. No water may be extracted from the lake by any means;
  - 1.13.1.5. Portable fuel generators must be used with extreme caution to avoid spillage of any pollutants. Any spills must be reported to the HOA immediately;
  - 1.13.1.6. Any fuels or hazardous materials must be stored in properly demarcated areas which are properly bunted or screened;
  - 1.13.1.7. Portable toilets on site (during construction) must be serviced regularly and doors secured;
  - 1.13.1.8. All forms of rubbish must be removed or stored effectively to avoid any pollution.

## **2. FINES AND PENALTIES**

All prescriptions not adhered to, whether indicated as carrying a penalty or not, will be subject to a fine of at least R 100-00. The contractor and homeowner are jointly and severally liable for any fine imposed. The fines imposed must be paid by the contractor within 48 hours of the issuing date. Failure to do so will result in suspension of building activities and/or the stand owner being charged against his levy account at the end of the next month.

<b>Transgressions/Offences</b>	<b>Penalty</b>
Urinating in public	R 150
Fire on site	R 150
Non-registered worker/ Illegal immigrant on Property	R 500
Rubble lying on street or open space	R1 000
Toilet door not secured	R 100
Worker on-site after hours	R 500
Flush and cleaning of concrete trucks on open stands or open spaces	R1 000
Not driving on dedicated roads	R 500
Building equipment stored on open stands or open areas	Per day R 100
Workers found wandering and or loitering, i.e. not at their sites	Per worker R 500
Any equipment utilised on any of the roads on the Property not equipped with rubber tyres	R5 000
Workers found using alcohol, drugs or any other intoxicating substances within the Property	R1 000
Damage to kerbs, light poles, neighbouring stands, plants etc.	Cost of repairs plus 50% admin fee
Contractors' display and notice board non- compliance	R 150
Illegal Electricity/Water connection	R 500
No toilet/ non-functional	Per day R 150
Cleanliness on site lacking	Per day R 50
Unsafe building site	R 250
Speeding, ignoring stop signs, reckless driving, unlicensed vehicle and all traffic violations	Per offence R 250
Non compliance with Property access and egress	R 200
Contractors egress in respect of time restrictions	R 500
Dumping of building waste in municipal sewer lines	R15000
<b>DUMPING ANYWHERE IN THE PROPERTY</b>	<b>R50 000</b>

### **3. FEES**

- 3.1 Access Cards for Contractors/ Service Providers – R 150 each (valid for 6 months, R25 refund on return or renewal if in original condition)
- 3.2 Partially refundable development deposit – R10 000.
- 3.3 Registration of labourer (lanyard ID access card) – R50 per labourer
- 3.4 Temporary cards – R10
- 3.5 Photo copies made in office – R1 per single sided page
- 3.6 Contractor's Board – R1200 (compulsory)
- 3.7 Reissue of permits (lost) – R 100
- 3.8 Monthly Builders Management levy (per stand) – R500

## **4. SECURITY PROCEDURES**

### **4.1. CONTRACTORS**

- 4.1.1. Contractors will be issued with an electronic access card which will be valid for the period requested by the resident, not exceeding six months.
- 4.1.2. When applying for such a disc the contractor must complete an application form (see form attached) obtained from the Home Owners Association, with his/her valid South African ID document / work permit where a copy will be made for our records. The security manager will process his/her access disc. A sub-contractor will be handled in the same way as a contractor on condition that he has proof that he/she is sub-contracting to a contractor.
- 4.1.3. Contract workers (labourers) will be issued with a coloured numbered permit which will be valid for six months. A contractor can designate a supervisor to renew permits every month from the 25<sup>th</sup> of each month or the first working day thereafter. The contractor or his supervisor must produce valid South African ID documents of his workers, with his/her contractors ID card, after which the security officer will process such permits.
- 4.1.4. Contract workers will be issued with a white laminated permit should he/she be required to work for one day only and the processing thereof will be in the same manner as stated in the previous paragraph.
- 4.1.5. Should Contractors ID cards or worker permits not be presented at the contractor's gate, access will be denied. Such cards or permits will also be required for the purpose of spot checks that will be done from time to time. The following rules will apply to contractors working in the EBOTSE GOLF & COUNTRY ESTATE:
- 4.1.5.1. Contractors are only permitted to enter or leave the Estate via the construction entrance(s).
- 4.1.5.2. Normal building activities are only allowed during weekdays from 06h00 to 18h00. On Saturday, Sundays and Public Holidays, no building activities are allowed as it is regarded as private time. Special applications for building activities after hours and on Saturdays must be lodged with the Estate Manager, which will only approve of such activities in writing if special circumstances exist and after consultation and approval of all adjacent neighbours. Such applications must be lodged with the Estate Manager on the Thursday prior to the Saturday. Should such activities be approved by the Estate Manager, the form must be handed to security, clearly specifying the authorised nature and time constraints of such activity which must be checked by security.
- 4.1.5.3. NO VALID SOUTH AFRICAN IDENTITY DOCUMENT / RESIDENCY PERMIT / VALID WORK PERMIT, NO ACCESS. All contractors, sub-contractors and contract workers must at all times be in possession of a valid South African identity document / residency permit / work permit to also prove their identity and thus the validity of their EBOTSE GOLF AND COUNTRY ESTATE access card or permit.
- 4.1.5.4. Contract workers may only enter or leave the Estate by vehicle, accompanied by the contractor. No contract worker may leave the designated site or walk around on the EBOTSE GOLF AND COUNTRY ESTATE. Should movement of contract workers be necessary, such workers must be transported by their contractor as required.
- 4.1.5.5. Deliveries from suppliers must be scheduled by contractors within the designated contracting hours.

- 4.1.5.6. The owner and contractor shall be responsible for damage to roads, kerbs, sidewalks, street lights, street signs, and plants on sidewalks or other private property
- 4.1.5.7. Unauthorised persons will immediately be removed from the site and blacklisted.
- 4.1.5.8. Contractor ID cards will be checked for validity e.g. expiry date, etc.
- 4.1.5.9. Should the Home Owners Association of the EBOTSE GOLF AND COUNTRY ESTATE experience any problems with the conduct of a contractor, sub-contractor or contract worker, it may address the problem as deemed necessary. The Home Owners Association reserves the right to suspend building activity until such undesirable conduct is rectified. They are authorised to do this at any time and without notice, and without recourse from the owner and/or contractor and/or sub-contractor and/or contract worker.
- 4.1.5.10. Offenders of the domestic rules will be fined – see Paragraph 2 of this document. The fines are payable within 2 calendar days of the offence at the offices of the Home Owners Association. Should fines not be paid within the prescribed period, building operations will be suspended from the 3<sup>rd</sup> day following the issuing of the fine, until such time as payment has been made.

## **4.2 DELIVERY VEHICLES**

- 4.2.1 When maintenance service providers/deliveries arrive at the contractors' gates the service provider will contact the applicable contractor to confirm service/delivery. If maintenance service providers/delivery companies are booked by residents, they will be subject to follow the EVIM-access control procedures. They will also be issued with a numbered laminated visitor's permit.
- 4.2.2 If booked by a contractor, the contractor or his supervisor must escort the deliveries/service providers from the contractors' gates to the applicable site. The service provider/delivery will be issued with a laminated visitor's permit after they have undergone the EVIM- access control procedure, upon which access will be granted. The EVIM-slip must be signed by the resident/institution (in the case of contractors) before the maintenance service providers/delivery vehicle leaves the estate. The EVIM-slip must be produced on egress.
- 4.2.3 Drivers must ensure that they know the delivery address.
- 4.2.4 The number of personnel that entered must be checked by security on entry.
- 4.2.4 On his/her return the security officer must take possession of the visitors' permit and the signed EVIM-slip, check that the number of personnel that entered is leaving and check that the vehicle/truck is empty before it leaves the Estate.

*Ebottse Golf & Country Estate*  
*26/10/2018*

**OWNERS SIGN:**.....

**CONTRACTOR:**.....

**DATE:** .....