



IRENE FARM VILLAGES HOME OWNERS ASSOCIATION

(NPC incorporated in terms of the Companies Act 2008)

RULES AND REGULATIONS WITH REGARD TO BUILDING ACTIVITIES AT IRENE FARM VILLAGES

November 2015
According to Registered Rules

4.6. BUILDERS

4.6.1 INTRODUCTION

4.6.1.1. The Irene Farm Villages HOA, being the legal representative of the members of Irene Farm Villages, 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 and/or their contractors are most welcome to contact the Estate Manager.

4.6.2 LEGAL STATUS

- 4.6.2.1. The conditions governing building activities that are set out in this document are rules adopted by the HOA and are therefore binding on all 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 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 members, resident, contractor or subcontractor, professional consultant, adviser or whatever status the person may possess, as a result thereof;
- 4.6.2.2. 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;
- 4.6.2.3. 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;
- 4.6.2.4. Contraventions so stipulated, will carry penalties and or administrative fees to the correction thereof.

4.6.3 GENERAL

- 4.6.3.1. A member 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/members makes use of part-time or fulltime building contractors). Members 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. This is unconditional and no exceptions will be made;
- 4.6.3.2. A vacant stand must be cleaned on a regular basis to the satisfaction of the HOA, which includes keeping all grass on average shorter than 30cm. If not, the stand will be cleaned by a contractor under instruction of the HOA, at the expense of the owner;
- 4.6.3.3. Existing trees and sidewalk 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;
- 4.6.3.4. Existing trees and sidewalk 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 members;
- 4.6.3.5. No building may be erected or altered (externally) without the approval from the HOA Board;
- 4.6.3.6. All plans for the construction of, or alterations to, buildings must be approved by a registered professional architect;
- 4.6.3.7. The applicant shall formally apply for approval of plans in accordance with the regulations prescribed by the ASC;
- 4.6.3.8. No application will be considered if the member is owing any levies, penalties or any other monies to the HOA;
- 4.6.3.9. 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;
- 4.6.3.10. 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;
- 4.6.3.11. All building plans have to be approved by the HOA Board and the Local Authority as required from time to time, before the commencement of any construction or alterations. A copy of the plans, which have been approved by the Local Authority must be handed in at the Estate office before the commencement of any construction or building works;
- 4.6.3.12. Any damage caused to any property on the Property by any member, contractor, sub-contractor or supplier shall be repaired by the relevant contractor or member 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 member 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;
- 4.6.3.13. 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 members, contractors, sub-contractors, suppliers and labourers operating on the Property.
- 4.6.3.14. No owner or contractor will be allowed to start building construction, or the digging of foundations, earthmoving and or the cleaning / preparation of the stand, before:
 - 4.6.3.14.1. The owner, director of the company, or CC member, or a Trustee of the Trust owning the stand, completed the Contractors and Sub-Contractors form A, which can be obtained from the Estate Manager's office. A copy thereof, signed by the owner and all the contractors and sub-contractors and or projects managers must be handed to the Estate Manager for registration purposes.
 - 4.6.3.14.2. The building deposit of R 10 000.00 has been paid.
 - 4.6.3.14.3. A site inspection has been carried out by the Estate Manager together with the owner/project manager/main contractor after which a certificate will be handed over to the owner/project manager/main contractor.
- 4.6.3.15. No brickwork will be allowed after the completion of the raft/foundation before all rocks and rubble dumped on adjacent properties and parks have been removed and the Estate Manager has issued a clearance certificate verifying it.

4.6.4 OBLIGATIONS OF MEMBERS

- 4.6.4.1. It is the duty of the members to ensure that their contractors and/or project managers and/or sub-contractors and/or suppliers are made aware of these rules and comply 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;
- 4.6.4.2. Members and residents are encouraged to report any and all offences to the Estate Manager's office in writing.

4.6.5 REGISTRATION

- 4.6.5.1. All members 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;
- 4.6.5.2. Contractors shall make application to the Estate Manager for access cards for all labourers employed by them. Such cards shall be available upon registration and payment of the prescribed fee;

4.6.6 BUILDING OPERATIONS

- 4.6.6.1. No building operations shall be executed on Saturdays, Sundays or public holidays under any circumstances;
- 4.6.6.2. Building operations on respective stands shall commence within the period as contracted initially with the Developer by the first owner and be completed within 12 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;
- 4.6.6.3. The penalties mentioned in 4.6.6.2. are:
 - 4.6.6.3.1. Two (2) times the normal monthly levy for the first six months after date of expiry,
 - 4.6.6.3.2. Three (3) times the normal monthly levy for the next three months, and
 - 4.6.6.3.3. Four (4) times the normal monthly levy, until 31 August 2007;
 - 4.6.6.3.4. Penalties regarding empty stands after 31 August 2007:
 - 4.6.6.3.4.1. R250.00 per day with effect from 1 September 2007, if the approved house plans by the City of Tshwane building department is not submitted on or before 31 August 2007;
 - 4.6.6.3.4.2. R250.00 per day if building activities has not commenced within a period of 12 months calculated from 15 February 2007;
 - 4.6.6.3.4.3. Prior to 31 August 2007 and during the building period the penalties referred to in 4.6.6.2 will be in force;
 - 4.6.6.3.5. The penalties mentioned in 4.6.6.2. are only to be lifted on presentation of an occupancy certificate issued by the Local Authority to the Estate Manager;
 - 4.6.6.3.6. Stands purchased, subsequent to the initial purchase, for the purposes of building would receive a fifteen (15) month exemption on the following conditions:
 - 4.6.6.3.6.1. Building plans submitted to the HOA for approval within three (3) months from date of registration, and
 - 4.6.6.3.6.2. Building activities to be completed within fifteen (15) months from date of registration
 - 4.6.6.3.7. Should any one of the conditions in 4.6.6.5 not be adhered to, the penalties as per 4.6.6.2 will be back dated to the date of registration;
 - 4.6.6.3.8. Penalties regarding stands, where building activities have been commenced before 31 May 2008 and no occupancy certificate has been issued by the Local Authority on or before 31 August 2009:
 - 4.6.6.3.8.1. R250.00 per day with effect from 1 September 2009 where no current building activities are underway;

- 4.6.6.3.8.2. Where building activities are currently underway and during the building period the penalties referred to in 4.6.6.2 will be in force;
- 4.6.6.3.8.3. The penalties mentioned in 4.6.6.3.8.2. are only to be lifted on presentation of an occupancy certificate issued by the Local Authority to the Estate Manager;
- 4.6.6.3.8.4. "Half built" property purchased, for the purposes of completion of the building activities would receive a fifteen (15) month exemption to complete the building activities and obtain the required occupancy certificate from the Local Authority;
- 4.6.6.3.8.5. Should 4.6.6.3.8.4. not be adhered to, the penalties as per 4.6.6.3.8.1 will be back dated to the date of registration;

- 4.6.6.4. 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, under any circumstances.
- 4.6.6.5. The building operations and works of any additions and/or alterations to the existing property shall be completed within three (3) months from the commencement date. On request, the Board would consider an extended period for large and or complex alterations. The commencement date shall be the date upon which the appointed contractor and his/her employees are registered for the first time at the Estate Office as stipulated on the official registration form for contractors. If the building operations and works are not completed in time, a penalty of R250 per day will be imposed until the date of completion. The date of completion shall be the date upon which the Estate Management has carried out its final inspection of the property and only after it has received the Certificate of Occupation from the Tshwane City Council.

4.6.7 SITE ACCESS AND EGRESS

- 4.6.7.1. All labourers shall be in possession of a valid identity document, valid passport or immigration permit and a HOA access card;
- 4.6.7.2. Contractors, their staff, sub-contractors and labourers, shall only enter the Property after 07:00 and leave the Property prior to 18:00 from Monday to Friday;
- 4.6.7.3. 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 members 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 member. No security company other than the appointed HOA security contractor may be used inside the Property for this purpose;
- 4.6.7.4. Building activity is not permitted during the builders 'holiday period in December/January (dates will be advised annually);
- 4.6.7.5. 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. Suppliers arriving outside these allowed times shall not be granted access, even if accompanied by a member. Only where any ready mix concrete process started before 17:00 on the day, the completion thereof will be permitted;
- 4.6.7.6. Members, 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 8 tons per axle, shall be denied access to the Property;
- 4.6.7.7. All vehicles entering or leaving the Property may be subject to a search by the Estate Manager, Security Manager or appointed security personnel;
- 4.6.7.8. The only point of access and egress for all contractors and their labourers shall be via the main gate.

4.6.8 LABOURERS

- 4.6.8.1. Loitering by labourers shall not be permitted on the Property;
- 4.6.8.2. Labourers shall only be permitted to enter or exit on foot through the designated areas at the main gate;
- 4.6.8.3. Contractors and/or labourers entering the Property on an ad hoc basis, for a maximum of 3 days at a time e.g. glazers, under floor heating specialists, landscapers and cleaners, shall obtain temporary permits;
- 4.6.8.4. 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 main 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 ejection of the labourer from the Property.

4.6.9 DISCIPLINE

- 4.6.9.1. Contractors shall be responsible for the discipline of their labour force and all sub-contractors utilised by them whilst on the Property;
- 4.6.9.2. Any dispute between the contractors and their labourers shall be settled outside of the boundaries of the Property;
- 4.6.9.3. Contractors and their labourers shall not disturb any fauna and flora;
- 4.6.9.4. “Discipline” as per 4.6.9.1. include that contactors 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 any illegal activities of any kind on the Property.

4.6.10 HOUSEKEEPING

- 4.6.10.1. All building sites and coupled pavements are to be kept clean and safe at all times to the satisfaction of the HOA;
- 4.6.10.2. No building related activity may encroach onto the open spaces;
- 4.6.10.3. No concrete, dagma, cement or any building materials may be stored (even temporarily), mixed or prepared on any of the roadways, pathways or open spaces;
- 4.6.10.4. 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. 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;
- 4.6.10.5. 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;
- 4.6.10.6. Contractors shall provide adequate facilities for the disposal of rubble, waste and refuse and ensure that their labourers utilise these facilities. 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;
- 4.6.10.7. Contractors shall ensure that the open spaces, storm water systems, and roadways at the relevant building site are at all times kept clean, tidy, safe and free from obstruction. Pavements too should where possible be kept free from obstruction;
- 4.6.10.8. 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;
- 4.6.10.9. Each owner shall ensure that reasonable measures be taken to reduce dust, noise, effluent or waste pollution that may affect adjacent properties;
- 4.6.10.10. No fires shall be made on the Property;
- 4.6.10.11. 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;
- 4.6.10.12. Contractors shall provide approved chemical toilet facilities 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;
- 4.6.10.13. Toilet doors should be kept closed (with a lock or latch on the outside) at all times;
- 4.6.10.14. Temporary shed or outbuilding doors should be kept closed (with a lock or latch) at all times during non-operating hours;

- 4.6.10.15. Contractor notice board shall not exceed 1.5m x 1.5m. 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;
- 4.6.10.16. 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;
- 4.6.10.17. No pets, birds or domestic animals belonging to contractors and/or labourers shall be permitted on the Property;
- 4.6.10.18. 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;
- 4.6.10.19. No direct connections to the electricity boxes for extension leads or power tools shall be allowed. Tshwane Metropolitan Municipality approved electrical connections shall only be done by the Tshwane Municipality or Tshwane Municipality-approved electrical contractor.

4.6.11 STATUTORY REQUIREMENTS AND RELATED ISSUES

- 4.6.11.1. 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.

4.7. SECURITY

- 4.7.1. In the interest of providing an effective security system, the security protocol shall be adhered to at all times;
- 4.7.2. Members and contractors shall treat the security personnel in a co-operative and respectful manner. The verbal abuse of any security personnel is prohibited. The transgression of this rule shall carry a minimum penalty of R1 000.
- 4.7.3. Every member shall request visitors to adhere to the security protocol, and shall advise security personnel in advance of pending arrivals of visitors or obtain pre-approval access through the click-on system;
- 4.7.4. Members shall report any suspicious actions or people to the security personnel;
- 4.7.5. Members are advised to inform the Security Manager when going on holiday;
- 4.7.6. Members, domestic workers and gardeners shall obtain access cards from the Estate Manager at a prescribed fee;
- 4.7.7. No person, who is registered on the bio-metric (fingerprint) access-system of the HOA is allowed to use her or his bio-metric access for the access of any other person onto the property, regardless of the status of such person.

6. FINES AND PENALTIES

As per 3.8 all prescriptions not adhered to, whether indicated as carrying a penalty or not, will be subject to a fine of at least R500-00 which could be applied per day.

Transgressions/Offences	Penalty
6.1 Building without approved plans	R500 per day
6.2 Dogs and cats roaming streets	R500 per incident
6.3 Trailers /caravans/quad bikes/ not screened off	R500 per day
6.4 Riding of quad bikes/golf carts in estate	R500 per incident
6.5 Wendy houses without approval	R500 per month
6.6 Urinating in public	R500
6.7 Fire on site	R500
6.8 Non-registered worker/ Illegal immigrant on Property	R1000
6.9 Rubble lying on street or open space	R2000
6.10 Toilet door not secured	R500
6.11 Worker on-site after hours	R500
6.12 Flush and cleaning of concrete trucks on open stands or open spaces	R1 000
6.13 Not driving on dedicated roads	R500
6.14 Building equipment stored on open stands or open areas	R500 per day
6.15 Workers found wandering and/or loitering, i.e. not at their sites	R1000 per worker
6.16 Any equipment utilised on any of the roads on the Property not equipped with rubber tyres	R5 000
6.17 Workers found using alcohol, drugs or any other intoxicating substances within the Property	R1 000
6.18 Damage to kerbs, light poles, neighbouring stands, plants etc.	Cost of repairs plus 50% admin fee
6.19 Contractors' display and notice board non-compliance	R500 per day
6.20 Illegal Electricity/Water connection	R 1000
6.21 No toilet/ non-functional	R500 per day
6.22 Cleanliness on site lacking	R500 per day
6.23 Unsafe building site – Dangerous to residents	R1000

6.24 Speeding, ignoring stop signs, reckless driving, unlicensed vehicle and all traffic violations	R500
6.25 Non-compliance with Property access and egress	R500
6.26 Contractors egress in respect of time restrictions	R500
6.27 Dumping anywhere in the Property	R5 000

7. FEES

- 7.1 Registration of Domestic/Gardener or any household employee– R50 per year;
- 7.2 Refundable development deposit – R10 000 for new developments;
- 7.3 Refundable development deposit – R5 000 Additions
- 7.4 Plan scrutiny fee for a new house –R 2 500, which include the submission to the ASC and one revision.R750 to be charged for subsequent revisions.
- 7.5 All additions or alterations to a Member's property shall be submitted to the ASC for review and recommendation to the HOA Board for approval and the Member shall be liable to pay the following fees:
 - 7.5.1 Large additions or alterations (18m² and bigger): R1 500.00 which shall include the first submission for review by the ASC and one (1) revision. The amount of R750 will be charged for each subsequent submission.
 - 7.5.2 Small additions or alterations (18m² and smaller): R1 000.00 which shall include the first submission for review by the ASC and one (1) revision. The amount of R750 will be charged for each subsequent submission.
 - 7.5.3 Swimming pools/walls: R750 which shall include the first submission for the review by the ASC and one (1) revision. The amount of R750 shall be paid for each subsequent submission.
 - 7.5.4 Should it be required of the ASC to do an inspection loco, the Member shall pay the fee of R1 800 per hour, or any part of an hour, for the appointed HOA Architect to carry out such inspection;
 - 7.5.5 For any other consultation, excluding the above fee arrangements, that are requested by a Member with the appointed HOA Architect, the Member shall be liable for the consultation fee of R1 800 per hour or part of an hour.
- 7.5.6 Estate Agent Accreditation Fee – R9 500,00 per annum + two back page advertisements in the in-house magazine;
- 7.6 Non-accredited Estate Agent registration fee – R2,500 per house;
- 7.7 Copy of Memorandum of Incorporation- R30
- 7.8 Access cards and permits– R50 (for 3 months)
- 7.9 Temporary contractor's cards and permits– R 15 per day
- 7.10 Photo copies made in office – R5 per single sided page