



Construction Rules Owners and Contractors Agreement

a. GENERAL

2. The Rules herein set out are the Construction Rules of the Outeniquasbosch development, which must be read with the Architectural Design Manual and the Architectural Rules of the development.
3. Words and expressions defined in the Constitution of Outeniquasbosch Homeowners Association (“the Constitution”) shall, when used in these Construction Rules, have the same meanings as those set out in the Constitution; and all references to “building contractors” shall include all persons who undertake any work to erect, alter or add to a house or its amenities on the development.
4. The Architectural Design Manual governing construction activity are binding on all Members, residents, their contractors and subcontractors.
5. Members are obliged to ensure that their building contractors are made aware of the Architectural Design Manual and these rules and that same are strictly complied with and members will be held liable jointly and severally with their building contractors for payment of all amounts payable by their contractors, including but not limited to penalties imposed upon them and any loss or damage suffered by the Association arising from or in connection with any acts of their building contractors.
6. Members are required to include these rules in their entirety in any building contracts to be concluded in respect of any property in the development on the basis more fully set out in paragraph 9 hereof, failing which no construction work (including site preparation) may be commenced with on the property concerned.
7. The Association has the right to suspend any building activity that is in contravention of any of these rules or the provisions of the Architectural Design Manual, and shall not be liable for any losses, damages or claims whatsoever sustained by a member, resident, contractor or subcontractor as a result thereof; in addition, members agree that the Association has the right to prevent or restrict access to Outeniquasbosch to contractors due to material non-compliance with the Architectural Design Manual and these rules.
8. All members, residents, contractors and subcontractors who undertake any construction activity are required to complete the prescribed application and/or registration forms and submit same with payment of the relevant fees and deposits to the Association prior to commencing with any construction or related activity.
9. Members are furthermore obliged to ensure that their contractors complete and sign the relevant application forms for access rights (for each person) and to submit same to the Association prior to the granting of any access rights by the Association or the Member. Contractors, subcontractors and other workers who want to have regular access to the development will have to undergo a criminal record status verification before access will be granted. After the criminal record report is done, the result would be made available to the Home Owners Association Management for their consideration. Please note that Management reserves the right to refuse regular access into Outeniquasbosch to any particular worker on the basis of his/her criminal record.
10. The member is obliged to obtain written confirmation from his building contractor confirming -
 - a. that he binds himself to the provisions of the Constitution to the extent that it relates to building contractors;
 - b. that he has received a copy of these rules and that he is bound by them;
 - c. that he accepts liability for his employees and subcontractors regarding compliance with the Constitution and these rules;
 - d. that the Association shall be entitled to enforce these rules and the Architectural Rules against him and to levy any penalties in terms of the Constitution against him, which amounts shall be paid on demand or may be set off against any deposit paid by the member in terms of these rules.

i. SITE PREPARATION

11. Before the contractor may commence construction work of any nature, the site must to the satisfaction of the Association be screened on all sides with green Shade Cloth with a density of not less than 60% and having a height of not less than 1,7m (measured from ground level) with a lockable access gate, or in accordance with such other specifications as the Association may determine. The Member or his contractor shall be liable for all costs regarding such prescribed screening. All screening must be meticulously maintained during the entire construction period. Net to be placed 1.5m away from the curb.1

12. The erection of a builder's board on each building site, is compulsory. No builders board may be erected on the building site which does not comply with the Committee's standard requirements as regards size (namely 1,0m x 1,0m), material, lettering, colour, layout and contents. Such standard board shall contain (a) at the top, Outeniquasbosch logo, (b) the erf number, (c) the name of the owner, (d) the name of the contractor, (e) the name of the architect / technologist, (f) the name of the engineers (optional) and (g) the particulars required in terms of any Act. No subcontractors' board or any other boards will be allowed. The builders' boards shall be erected on the site itself and not on the sidewalk and must be removed as and when the Municipality issues an occupation certificate, or in the absence of a requirement in this regard, immediately upon completion of construction. Refer to Outeniquasbosch website for builders' board specifications <https://outeniquasbosch.co.za/uploads/Outeniquasbosch-Builders-Board-Specifications.pdf>
13. No earthworks or excavations shall commence prior to Municipal building plans having been approved, and the building deposit having been paid.
14. The contractor shall at all times keep a copy of the building plans approved by the Municipality and a copy of the contractor's NHBRC Registration Certificate on the building site and at the request of the Association's appointed representative, make the same available to the representative.
15. The contractor shall be responsible for and bear all costs in connection with the removal of soil from the building site. No soil shall be dumped on any portion of the development without the prior written approval of the Association's authorised representative.
16. No construction work shall commence unless a legal water connection is installed on site. Thereafter the legal electricity connection to follow.
17. No earthworks, excavations or construction work shall commence unless an approved chemical site toilet has been installed in an acceptable position. The entrance to the toilet shall be acceptably screened. The entrance to the toilet may only face onto the erf on which it is located and not towards any street or any other erf in Outeniquasbosch.
18. The Member shall ensure that the construction site is at all times controlled, made and kept safe in accordance with the provisions of the Occupational Health and Safety Act and on request furnish compliance audit certificates thereof to the Association.
19. Container for storage may be placed on erf under construction on condition that it does not encroach onto the neighbouring erf, unless written permission is granted by Owner of neighbouring erf or erven. Alternatively, container may be placed on specific site allocated by Developer.
20. No earthworks, excavations or construction work shall commence unless the Member and all Contractors have familiarised themselves with the location and layout of services (water, electricity and sewerage) on the specific erf. All damages as a result of negligence or otherwise will be for the account of the Member.

i. RESTRICTIONS AND PROHIBITIONS

21. Subject to the provisions of paragraph 22, building and construction on Outeniquasbosch may only take place during the following hours:
 - 21.1. Monday to Friday 07:00 to 18:00,
 - 21.2. Saturday 07:00 - 15:00Provided that no building or construction activity may take place on any public holiday or during the period between the first Friday after 15th December and before 3rd January of the next year.
22. The Committee may, on good cause shown, extend the hours referred to in paragraphs 21.1. and 21.2. to an applicant/s on a public holiday other than Easter Friday, Easter Monday and Christmas day, or during the period between the Friday after 15th December and before 3rd January of the next year.

23. Delivery of any building and construction materials may only occur during the days and hours during which building and construction is allowed and the personnel of contractors are not permitted in Outeniquasbosch outside of these days. Neither may a member allow his contractors or their employees to overnight on this property or on the common property, and no night watchmen
24. Paved or tarred roads may not be used by trucks other than single axle tippers and fixed body ("vastebak") trucks: No double axel tippers are allowed to drive on the tar roads of the Development¹². No interlinks (or other combinations including furniture trucks) except one section at a time shall be allowed.
25. No contractor personnel are permitted to leave the construction site or enter or exit the development unless being transported by the contractor. For the avoidance of doubt, it is provided that no contractor or subcontractor personnel may at any time walk freely in the streets or onto other erven or other areas within Outeniquasbosch.
26. The contractor shall provide a waste skip or similar facility for rubbish or building rubble disposal. Waste skips shall be serviced weekly. No dumping may be done anywhere in the development. Skips or similar to be covered with netting by close of day and during strong wind conditions.
27. The construction site shall be kept clean, properly screened in the prescribed manner and controlled at all times. In the event that the contractor fails to keep the site clean and tidy, such contractor may be prohibited from entering the development until such time that the site is properly cleaned.
28. ¹³All excavated soil stored onsite for use of filling, shall:
29. Not exceed maximum height of 2m
30. Be moistened daily
31. The portion of the street immediately in front of the construction site must be swept weekly, and at the end of each Friday @ 15h00 inspection will be done. Building materials offloaded by a supplier which encroach onto the sidewalk or road must be moved onto the site immediately by the contractor. Building material and rubble must not be allowed to remain on the sidewalk or road and it is the contractor's and Member's responsibility to clear these areas of all such materials and/or rubble immediately and by no later than 5pm each day.
32. The curb of the street from which the construction site is entered into with vehicles must be covered with soil daily in order to protect it against vehicles driving onto the erf. At the end of the day the soil must be swiped back onto the erf to prevent rain-water from carrying it into the storm-water drains.
33. In order to avoid damages to the road surfaces TLB's may only maneuver on the erf. TLB's may not work from or rotate on tarred or paved roads.
34. The following load restrictions shall apply in order to protect the road surfaces:
35. Only 8 pallets of cement bricks / clay bricks / bricks with holes per load.¹⁴
36. Only 4m³ of cement per load.¹⁵
37. Only 2000 slate roof tiles per load.
38. The following restriction shall apply to the casting of concrete¹⁶:
 - a. Concrete may be casted by means of pump only.
 - b. Each building under construction shall be granted 1x 4m³ load without pump once only to accommodate small areas of casting i.e., for a boundary wall. An arrangement shall be made at the HOA office to inform them of the truck's arrival one day in advance – before 16:00
39. The Member and the contractor shall be liable for damage to pavements, curbstones, roads, vegetation on the road reserve, and damage to private or Association property. Any such damages shall immediately be rectified, failing which the Association shall be entitled to have such damages repaired and to set the amount thereof off against the building¹⁷

deposit, without prejudice to any other rights the Association may have.

40. All driveways must be finished in **Mobi Cast Outeniquasbosch Driveway Cobble Stone 50mm x 35 mpa.**

41. Each erf will be supplied with a 40mm wastewater connection on its street boundary. The wastewater may be used for servicing all water closets in the dwelling by installing a dedicated wastewater connection to each WC fitting (allowing for switch-over to municipal water); and irrigation purposes where a 40mm ring feed can be connected to the wastewater supply in order to irrigate all landscaped areas, including the undisturbed areas of the erf.

- a. A wastewater connection is compulsory for at least 1x WC water connection and garden irrigation purposes, it is also compulsory that the homeowner shall install a 40mm feeder line along the erf building lines, connected to the 40mm wastewater connection on the street boundary, as a dedicated fire-fighting service.
- b. Where a second wastewater pipeline is required for the purpose of garden irrigation, it is compulsory to use a quick couple system (instead of taps) to avoid accidental drinking of this water. (Again a 40 mm pipeline is recommended.)

- The following provisions shall apply in respect of the aforesaid feeder system ("the system"):
- The system may be installed along the building line or on erf boundary.
- The system must contain sprinklers placed at distances that will ensure the effective wetting of all areas (not exceeding 12 meters apart) around the buildings so as to prevent or contain the spreading of veld fires. The sprayers must be installed at a height of 1,5m above ground level, and where practical, on the garden walls or fences.
- Where sprayers are free standing or supported by a fence, it is compulsory to place the feeder pipe inside a 50 mm mat black galvanized mullion.
- The system must be approved as part of the final inspection of the property and may not be changed. The system must be tested on a regular basis (at least every 6 (six) months) in order to ensure that it remains functional for fire-fighting purposes.
- The system must be provided with a tap at the street boundary of the property so as to ensure that the system in its entirety could be activated by opening the tap.
- The system may not be placed on top of a garden wall or be attached to the outside of any wall but must be recessed into the wall.¹⁸

42. Sewer connection:

The HOA require that all builders/contractors book a sewer inspection with the HOA once they are ready to connect to the main sewer line of Outeniquasbosch.

Before the HOA will do a sewer inspection, the builder needs to flush all sewer lines and have their manhole completely build and in place for the inspection. Connection will only be allowed in the presence of the HOA representative, once approved and connected, the connection hole must be backfilled.

Responsibility lies with the builder/contractor to insure that the sewer connection is free of any rubble, sand or obstacles that may cause damage or blockage to the HOA equipment and sewer line.

43. To ensure that storm-water will flow freely from higher lying erven onto lower lying erven, each boundary wall must at its lowest point contain at least two unobstructed brick-size gaps (each thereof reinforced by a 1,2m lintel) 5m apart, installed at a height of not more than 250mm above the adjacent finished ground level.

44. Water meters to be placed maximum 300mm deep and the reading facing upwards.

45. Should the Association have any reasonable objections against or complaints regarding the conduct of the contractor and/or subcontractor (including their employees), the Association reserves the right to suspend all building activity until such time that such conduct is rectified which it may do at any time on notice to the Member, contractor and/or subcontractor, all of whom shall have no recourse against the Association in this regard.

46. In the case of incomplete buildings on a property, the Association may at any time assess the situation on the property from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty and/or appoint a contractor to remedy any deficiency identified in terms of the assessed situation to ensure compliance with the Constitution (including the Architectural Design Manual). The member concerned will be responsible for all costs in

this regard payable on demand.

47. The Association has the right to deny or limit access to Outeniquasbosch to any contractor or subcontractor in breach of the rules; each contractor and subcontractor, by the acceptance of the Rules hereby waives any right of retention that they may have over their construction work, material and the like for purposes of the rules, insofar as the Association is concerned.
48. Furthermore, the right of the Association to restrict access to a contractor or subcontractor, as aforementioned, applies to the entire Outeniquasbosch, notwithstanding the fact that any such contractor and/or subcontractor is building on more than one site within Outeniquasbosch and that any breach has been committed with respect to only one such site.
49. No blasting with the use of explosives may take place anywhere in Outeniquasbosch without the prior written authority of the Association and Municipality and must be done in strict compliance with all relevant legislation.
50. Contractors working in the nature reserve shall respect the game, wild animals and the environment at all times.
51. No site shall be secured with razor wire or similar fencing during or after the construction period.
52. No fires shall be allowed in Outeniquasbosch by contractors and their employees on or off construction sites and neither will the burning of refuse or building materials be permissible, irrespective of whether or not it is on or outside the construction site.
53. The owner of the erf and the contractor shall both be liable for compliance with the provisions of the Health and Safety Act (Act No. 85 of 1993) and hereby jointly and severally indemnify the developer and the Association against all amounts that may be claimed from them arising from or in connection with any such non-compliance.
54. The contractor must, as part of its obligation to comply with the provisions of the Constitution, at all times adhere to and comply with the safety and security measures applicable from time to time at the development and shall equally be responsible for ensuring compliance therewith by its employees and subcontractors.
55. No concrete, dagha, cement or suchlike substances may be stored, mixed or prepared outside the boundary of the erf on which construction work is carried out.
56. The Association shall be entitled to levy penalties against members, contractors and/or subcontractors with respect to a contravention of any of the rules herein set out.
57. The contractor shall not commence with any building or construction work (including site preparation) unless the prescribed deposit has been paid by the Member to the Association. The Association may set any penalties imposed by it against the contractor or any other amounts for which the contractor is liable in terms of these rules (read with the Constitution) off against the deposit received from the Member¹⁹ concerned.
58. Should the builder fail to pay any penalty imposed upon him in terms of these rules read with the Constitution or fail to comply with the rules and thereupon fail to comply with any notice in writing to abide by the rules, the Association may, without prejudice to any other rights it may have, lock the builder out from the development until such time as the penalty has been paid or the Association is satisfied that the non-compliance has ended or that arrangements has to its satisfaction been made to end such non-compliance.
59. For the avoidance of doubt, it is provided that no building work may deviate from the finally approved building plans as referred to in paragraph 10.3 of the Constitution.
60. The contractor shall be responsible for lodging with the Association a Certificate of Completion of the building / construction works on the erf as soon as the Municipality has issued a certificate of occupation.
61. CONSTRUCTION FEES
62. Building deposit: R15 000-00;
63. Owner's monthly construction levy: R1 650-00. (Subject to increase 1st of March 2027)
64. FINAL INSPECTION FEES
 - a. 1st Final inspection fee by site controller: free of levy
 - b. 2nd Final inspection fee by site controller: free of levy

c. 3rd Final inspection fee by site controller: R750-00 20

i. These amounts are subject to change by the Committee.

¹ Clause 10: Net to be placed 1.5m from curb

² Clause 11: builders board is compulsory 20.09.2022

³ Clause 11: size 1.2mx1.2m changed to 1.0mx1.0m

⁴ Clause 11: inserted text: *technologist*

⁵ Builders board specifications 20.09.2022

⁶ Clause 12: insert text "Municipal" building plans, and building deposit 15.11.2022

⁷ Clause 12: replace text "Contractor's deposit" with "building deposit" 15.11.2022

⁸ Clause 18 inserted 01.10.2021

⁹ Clause 19 inserted 01.10.2021

¹⁰ Clause 20: 06:00 changed to 07:00 01.07.2022

¹¹ Clause 20: Insert text "Saturday 07:00 to 14:00" 15.11.2022

¹² Clause 23: sentence changed to: "no double axel tippers will be allowed to drive on the tar roads" 01.10.2021

¹³ Clause 26: instruction on excavated soil being stored onsite inserted 29.07.2022

¹⁴ Clause 29 became to clause 31 29.07.2022. 10x pallets changed to 8x pallets for all types of bricks

¹⁵ Clause 29 became clause 31 29.07.2022. 6m3 cement per load changed to 4m3 cement per load

¹⁶ Clause 32 inserted: restrictions on casting of concrete 01.10.2021

¹⁷ Clause 33: changed text "contractor's deposit" to "building deposit" 15.11.2022

¹⁸ Clause 33 became clause 36. Previous text replaced with new text 01.10.2021

¹⁹ Clause 47 became clause 50. Replaced text: *contracted concerned* with: *Member* 01.10.2021

²⁰ Clause 55 inserted 01.10.2021

OWNERS AND CONTRACTORS AGREEMENT

TO COMPLY WITH THE CONSTITUTION OF OUTENIKUASBOSCH HOMEOWNERS ASSOCIATION AND THE CONSTRUCTION RULES AND THE ARCHITECTURAL RULES

The CONTRACTOR & MEMBER hereby explicitly consents through signing this application form that the OBHOA (responsible party) be allowed in terms of the Protection of Personal Information Act 4 of 2013 ("POPI") to process and record personal information and biometrical information from each of the CONTRACTORS & MEMBERS solely for the purpose to promote, advance and protect the communal interest of the Members of the OBHOA and that such personal information or details will only be processed if it is relevant and if it is used for its intended purpose aforesaid. The OBHOA will secure the integrity of all personal information in its possession or under its control by taking prescribed measures to prevent loss of, damage to or unauthorised destruction of the personal information. When a CONTRACTOR ceases construction work within the Development the OBHOA will destroy or delete their record of personal information and data as required by POPI.

We hereby acknowledge that we have had access to the latest version of the Construction Rules and the Architectural Rules of the Outeniquasbosch Development and that we accept the terms thereof read with the provisions of the Constitution of Outeniquasbosch Homeowners Association and regard the same as binding on us as far as it relates to any building or related work, we may perform at the Outeniquasbosch Development in respect of the erf herein further referred to. We accept liability for the acts of our employees and subcontractors and we agree to ensure compliance by them with the provisions of the Constitution and the aforesaid Rules.

2

1 ER

1.

F Erf Number: _____

• Street Address: _____

•

2. OWNER

• Name: _____

• Identity Number / Registration Number: _____

• Landline / cell phone contact number: _____

• E-mail address: _____

3. CONTRACTOR

• Name: _____

• Registration Number / Identity Number: _____

• Landline / cell phone contact number: _____

• E-mail address: _____

4. **BUILDERS DEPOSIT**

- Amount: R15 000.00
(Which amount shall be paid before any construction or related activity may be undertaken)
- The owner and the contractor hereby acknowledge that they have had access to the Association's Schedule of Contraventions and Penalties, that they have read the same and that they bind themselves thereto and the contractor agrees that any penalties imposed upon him may be set off against the deposit referred to in paragraph 4 above.
- The owner agrees to pay the prescribed penalties if the house is not completed within the period provided for in terms of the aforesaid Schedule of Contraventions and Penalties.
- The owner shall as from the date of commencement of construction on the erf until the occupation date, monthly (pro-rated for any portion of the month) pay the construction levy of R1 650.00 (or such other amount as may be prescribed) as a contribution towards the Association's costs relating to inspections and administration regarding the development of the erf, which amount shall monthly be debited against the owner's account with the Association.
- For the avoidance of doubt, it is provided that no building work may deviate from the finally approved building plans as referred to in paragraph 10.3 of the Constitution.

	FULL NAMES	SIGNATURE	DATE
Owner:			
Contractor:			

Aesthetics Control Officer (On behalf of the HOA)

DATE: _____

SIGNATURE: _____

²¹ Clause 58 – 61 added to combined document

SITE HANDOVER CHECKLIST

ERF

The MEMBER & CONTRACTOR hereby explicitly consents through signing this application form that the OBHOA (responsible party) be allowed in terms of the Protection of Personal Information Act 4 of 2013 ("POPI") to process and record personal information and biometrical information from each of the MEMBERS & CONTRACTORS solely for the purpose to promote, advance and protect the communal interest of the Members of the OBHOA and that such personal information or details will only be processed if it is relevant and if it is used for its intended purpose aforesaid. The OBHOA will secure the integrity of all personal information in its possession or under its control by taking prescribed measures to prevent loss of, damage to or unauthorized destruction of the personal information. When a CONTRACTOR ceases construction work within the Development the OBHOA will destroy or delete their record of personal information and data as required by POPI.

The owner shall give the Outeniquasbosch Home Owners Association at least 2 days' notice of his / her intent to start building, and provide the following information with the notice, before commencement of any construction work whatsoever.

	Pre-condition	Yes	No
1	Contractors Agreement document undersigned and handed to HOA		
2	Payment received on the building deposit – confirmation received from office		
3	Confirmation that all building plans has been approved by both the Aesthetical Committee and local authority (Mossel Bay Municipality). Copy of Council approved plan A1 (hard copy & electronic copy) received by the HOA		
4	Copy of NHBRC enrollment certificate		
5	Beacon Certificate from Landservyor		
6	Floor inspection to be done for 1-6 driveway		
7	Water and Electricity meter applied for at HOA office & payments made		
8	Photo to be taken on site when 40mm mother line for firefighting is installed		
9	Water meter to be placed max 300mm deep and reading facing upwards		
10	Photo of curb taken by the HOA inspector		
11	Toilet on site		
12	Shed on site		
13	Silo / skip on site covered with net		
14	Site number & contractors board clearly visible		
15	Net/cordon off perimeter of erf		
16	Landscape plan to be approved before requesting final inspection		

The following items are subject to final approval on site:

All paint, cladding, face brick, retaining wall block & paving samples to be confirmed and approved on site during construction. These items have to be specified on the drawings. Please notify the AAC when samples can be viewed for final approval.

Indemnity: Both Owner and Contractor confirm that they are familiar with the layout of services on the erf. Both Developer and the HOA indemnifies themselves against any loss, damage or death resulting from non-consideration of services on erf when excavating. All damages and repairs will be for the cost of the Owner.

Signed: _____
 Owner Contractor Estate Control Officer

Description of Transgression	Clause	1st offence	2nd offence	3rd offence onwards
Use of street				
Reckless, drunken driving.	5.34	R250	R500	R750
Speeding (41km/h – 50km/h)		R500		
Speeding (51km/h – 60km/h)		R750		
Speeding (61km/h onwards)		R1000		
Disregarding of road traffic signs.	5.34	R250	R500	R750
Parking a vehicle anywhere other than in a demarcated parking bay.		Written warning	R500	R750
Driving without a license: any engine powered vehicle (cars, motor cycles, golf carts).	5.13.3	Written warning	R500	R750
Driving of quad bikes anywhere OBWV.	5.37	R250	R500	R750
Driving a vehicle in an off-limit(s) area. Driving in parks and on pavements with any type of engine powered vehicle.	5.16	Written warning	R500	R750
Use of vehicles and motor cycles with customized noisy exhaust system.		Written warning	R500	R750
Disturbing the peace				
Electric power tools, lawnmowers, grass trimmers, outdoor power equipment etc. used for private maintenance purposes shall only be allowed between the following hours: Monday to Friday 06:00 to 18:00. Saturday 08:00 to 17:00. No noise on Sundays.	5.32	Written warning	R500	R750
No power generators of any nature shall be allowed on properties zoned for residential use without the prior written approval of the Association.	5.31	Written warning	R500	R750
Noise generated by music, electronic instruments, mechanical and/or electrical equipment, partying and the activities of residents and their employees.		Written warning	R1000	R2000
Ensuring a pleasing streetscape				
Garden fences, walls and outbuildings forming part of the streetscape shall be meticulously maintained at all times.	5.45	Written warning	R1000	R2000
Washing lines must be suitably screened from visibility from any other property and communal areas.	5.46	Written warning	R250	R500
Caravans, mobile campers, trailers, boats, (old) cars not used on a regular basis for normal traveling and related purposes, equipment, tools, engine and vehicle parts etc., as well as any accommodation for pets, shall be located out of view and totally screened from any other property.	5.47	Written warning	R1000	R2000

Description of Transgression	Clause	1st offence	2 nd offence	3rd offence onwards
No member shall do anything on his/her property that could possibly change or harm the aesthetic appearance of the development.	5.3	Written warning	R1000	R2000
No member shall erect or construct a structure or make an improvement on the property except than in accordance with and as approved in terms of the Architectural Design Manual.	5.4	Written warning	R1000	R2000
Placing concrete balls, rocks, stones, ornaments or similar items on the road reserve (pavement).		Written warning	R500	R1000
Security				
Unauthorised entry into OBWV by any person.		R2000	R3000	R4000
Residents and Contractors transporting workers into or out of the Development, inside or on the back of a vehicle	5.50	R1000	R2000	R3000
My Estate Life: Resident issuing QR Code to any contractor / service provider/ estate agent/ domestic or gardener, or anyone other than personal visitors		R1000.00 per person	R2000.00 per person	R3000.00 per person
Contractors and workers non-compliant with the compulsory provision of criminal check documents valid for 1 (one) year		No access will be allowed.		
Treating the security and personnel in an abusive manner		R500	R1000	R1500
Bringing any form of labour into OBWV without following the correct procedures in terms of permission and permits.		R1000 per person	R2000 per person	R3000 per person
Tailgating i.e., gaining unauthorized access into OBWV by slipping under the boom which was raised to allow access to previous person		R2000	R3000	R4000
Loitering in OBWV	5.19	Written warning	R1000	R1500
Pets				
Barking dogs. Pets becoming a nuisance in OBWV.	5.9	Written warning	R250	R500
Pets roaming the streets	5.62.7	R250	R500	R750
Dogs not on a leash	5.62.6	R250	R500	R750
Keeping more than 2 (two) pets	5.7	Written warning	R500 per pet per month	
Dogs swimming in dams/public water features.	5.25	R250	R500	R750
Not removing pet excrement or carrying receptacle for the same	5.8	R250	R500	R750
No free ranging exotic birds may be kept.	5.60(f)	Written warning	R500	R750
No rabbits may be kept as pets to prevent cross-breeding with indigenous wild rabbits in case of escape.	5.62.10	Written warning	R500	R750

Description of Transgression	Clause	1st offence	2 nd offence	3rd offence onwards
Environment				
No litter, rubble or refuse may be dumped or discarded anywhere in OBWV. Building rubble must be stored in a skip or similar container which must be emptied weekly.	5.19	R2000	R2500	R3000
Skips or similar to be covered with netting by close of day and during strong wind conditions.	26	R250	R500	R750
Burning of rubbish in OBWV is not allowed.	52	R1000	R2000	R3000
Flora as well as any natural features such as dead wood, rocks and items of archaeological significance may not be damaged, removed or moved from any open space.	5.22	R1000	R2000	R3000
No wild animals may be chased, trapped or interfered with in any way except by HOA Management in the carrying out of its conservation duties.	5.23	Determined by HOA Management		
The use of fireworks, in any manner whatsoever within OBWV is strictly prohibited.	5.27	R1000	R2000	R3000
No member shall sink a well, drill a borehole or extract subterranean water at any place in OBWV.	5.29	R1000	R2000	R3000
Unauthorised pumping of water from dams.	5.30	R5000 per month		
No electric fences of any kind may be erected by residents.	5.55	Written warning	R500	R750
Feeding of game and wild animals is strictly prohibited.	5.60(a)	R750	R1000	R1500
General				
Unauthorised advertising in OBWV. Operating a business in OBWV without prior Local Authority and/or association approval.	5.42	R1000	R2000	R3000
Unauthorised flying of remotely piloted aircraft systems.	5.39	R500	R1000	R1500
Vandalism to communal property is prohibited.	5.28	R250	R500	R1000
		Cost of repair plus R1000	Cost of repair plus R2500	Cost of repair plus R5000
Game				
Shooting or catching game by whatever means	R10 000 plus replacement cost of a live animal as determined by HOA Management.			
No night game viewing shall be allowed without prior approval from the Association and under no circumstances may torches or other lights be shone at animals. No camping shall be allowed. Braai's may only be made in places designated for the purpose and nowhere else in the veld: all fires must be extinguished afterwards.	5.60(b)	R1000	R2000	R3000
	5.60	R1000	R2000	R3000
	5.60	Determined by HOA Management		

Description of Transgression	Clause	1st offence	2 nd offence	3rd offence onwards
Building works				
Building without approved plans/deviating from approved plans.	6.1.3	R5000		
Non-compliance with building and architectural rules.	10.3	R3000		
Contractors not keeping their sites clean, tidy & properly screened.	27	Written warning	R2000 per week	R3000 per week
Fires lit on building sites by contractors and/or their employees are prohibited.	52	Determined by HOA Management		
Contractors working outside permitted times.	22	R1000	R2000	R3000
Contractor/workers leaving their specified building sites on foot, not transported to and from building sites by a contractor vehicle.	25	R500	R750	R1000
Exceeding building time limits – new dwelling Building Area up to 499m ² within 12 months Building Area greater than 500m ² within 16 months.	R2000 p/m from month 1-3 R5000 p/m from month 4-6 R10 000 p/m from month 7 onwards			
Exceeding building time limits – Alterations and additions on existing completed homes	R1000 from month 7 R2000 from month 8 R3000 p/m from month 9 onwards			
Concrete to be cast by means of pump only.	38(a)	R10 000		
Owner/contractor will be liable for damage to pavements, curb stones, roads, vegetation on road reserve, and damage to private or Association property.	39	Cost of repair		
Architectural Rules				
No geysers and/or their piping may be visible from any street, neighbouring property and/or the nature reserve area.	4.10.7	R500	R750	R1000
No external television, antenna is allowed. Only one satellite dish per stand. Dishes may not be fixed against any projecting architectural feature of the house.	4.10.4	R500	R750	R1000
No radio mast may be erected.	4.10.5	Written warning	R500	R1000
No externally fitted burglar bars allowed.	4.10.6	Written warning	R500	R1000
Mechanical equipment such as air-conditioners (grills), air-breeze systems, pool pumps, conduits etc. must be incorporated into the building and/or adequately enclosed or screened off from view.	4.10.7	Written warning	R500	R1000
Fences not allowed include, but are not limited to razor fences, devils fork, precast walls, picket fences and aesthetically unacceptable wooden fences.	9.15.2	Written warning	If not complied within 21 days, HOA will remove at cost to Member.	

Description of Transgression	Clause	1st offence	2nd offence	3rd offence onwards
Movable/immovable temporary habitable structures e.g., Wendy houses or shacks may not be erected.		Written warning	If not complied within 14 days, HOA will remove at cost to Member.	
Solar panel must be incorporated flush onto the adjoining pitch structure and may not be placed on a flat structure i.e., flat roof slab.	4.10.11	Written warning	If not complied within 21 days, HOA will remove at cost to Member.	
Landscaping				
Open Garden Areas: Only locally indigenous plants from the approved plant list may be planted.	1.1.2	Written warning	R500	R1000 /per month until rectified
Street Front Areas: Only locally indigenous plants and trees with non-aggressive root systems are allowed. Trees must be planted at least five meters from road reserve.	1.1.3	Written warning	R500	R1000 /per month until rectified
Only Locally indigenous trees, shrubs grasses are allowed in the rehabilitation area.	1.1.4	Written warning	R500	R1000 /per month until rectified
Min of 3 trees and 5 shrubs to be planted within 6 months of date of occupation.	1.1.4	Written warning	R500	R1000 /per month until rectified
Mowing of grass in the rehabilitated areas is not permitted, except for a 1m strip on the outside of building line.	1.1.4	Written warning	R500	R1000 per subsequent infringement
No poisoning of any plants or grass with any chemical or commercial substance will be allowed without prior approval in writing. (In addition to this schedule, the HOA may repair any serious damage caused should they deem it necessary and recuperate the cost of repair on to the responsible resident.)	1.1.4	Written Warning	R500	R1000 per subsequent infringement
Artificial grass may only be installed in private garden and courtyard areas and must be approved by the Aesthetics Committee.	1.1.6	Written warning	R500	R1000 per month until removed
Landscape plan must be submitted prior to completion of the house. Street front area must be stabilised and	1.2	Occupation will be withheld until a Landscaping Plan has been submitted and approved.		
planted in accordance with approved landscape plan.	1.2.1.1	Occupation will be withheld until the HOA is satisfied that this has been done to their satisfaction.		
The selection of screening material is limited to jackal-proof wire netting supported neatly by 3-4 wooden poles.	1.1.5.1	Written warning	R500	R500 per month until rectified
Alteration landscape plan to be submitted prior to changes made.	1.2	Written warning	R1000/per month until approval of plan.	
All garden features – including water feature, pots, and statues – must be clearly indicated on the landscaping application form for consideration and approval by the Landscaping Committee.	ADM 5.47	Written warning	Determined by HOA Management	