



RAPTOR'S
View
Home Owners Association

**RAPTOR'S VIEW WILDLIFE ESTATE
CONTRACTOR'S RULES**

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1 Introduction

- 1.1 The purpose of these Rules is to govern the activities of all Contractors in the Estate, primarily to ensure that all Building Projects occur with the least possible disruption to Members, residents and the environment.
- 1.2 These Rules have been made by the Board and are binding between the Association and all Members.
- 1.3 Furthermore, all Members are required to procure that their Contractors countersign these Rules in the space provided below and comply strictly with them. By signing these Rules, the Contractor agrees to be bound to these Rules.
- 1.4 These Rules are required to be read in conjunction with the other Estate Rules, and Members shall procure that their Contractors abide by these documents. In the event of any breach of the Estate Rules by a Contractor, the Member engaging such Contractor shall be jointly and severally liable with the Contractor for such breach.
- 1.5 In the event of any conflict between any of the Estate Rules and any building contract concluded in respect of any property in the Estate, the Estate Rules shall prevail. All Members are required to submit every building contract to the Board for its prior written approval.
- 1.6 The Board, through the Estate Manager or any other person with delegated authority from the Board, has the right to suspend any building activity in contravention of any of the Estate Rules or in the event that the prior written consent to the building contract as aforesaid has not been obtained in which event the Association shall have no liability whatsoever for any damages sustained by a Member or Contractor as a result of such suspension.
- 1.7 The Estate Manager shall be the point of contact for Members and their Contractors in relation to these Rules and all Contractor activity on the Estate.
- 1.8 Members should seek copies of the Estate Rules from the Association's administrative office. Copies are also available on the <http://www.raptorsview.co.za/> website (see Rules).

2 Definitions

In these Rules, unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them and cognate expressions shall have a corresponding meaning, namely:

- 2.1 the Association means the Raptor's View Home Owners Association NPC, a non-profit company incorporated in accordance with section 10 of the Companies Act, 71 of 2008;
- 2.2 the Board means the board of directors of the Association from time to time;
- 2.3 Building Project means any building activity conducted on a Residential Portion of whatsoever nature;
- 2.4 Contractor means any natural or juristic person that is contracted or subcontracted to undertake work on the Estate including but not limited to Members who undertakes any work on the Estate and service providers, and in relation to a Member shall include, inter alia, subcontractors of contractors appointed by such Member;
- 2.5 Estate means the Raptor's View Wildlife Estate, comprised of all Residential Portions and all other immovable property as may be registered in the name of the Association from time to time;
- 2.6 Estate Manager means the estate manager appointed by the Board from time to time in terms of the MOI;
- 2.7 Estate Rules means, these Rules, the Raptor's View Wildlife Estate Home Owner's Rules, the Raptor's View Wildlife Estate Architectural Rules, the Schedule of Fines and all other rules made by the Board from time to time in terms of the MOI;
- 2.8 Member means a person who is the registered owner of a Residential Portion;
- 2.9 MOI means the memorandum of incorporation of the Association;
- 2.10 Residential Portion means a portion of the Estate owned by a Member which is used or is intended to be used for residential purposes; and
- 2.11 Rules means these Raptor's View Wildlife Estate Contractor Rules.

3 Selection of a Contractor

- 3.1 A Member may appoint a Contractor from a list of recommended Contractors available from the Estate Manager to conduct any Building Project. The recommendation of a Contractor by the Board shall not constitute any representation by the Board or the

Association of whatsoever nature in regard to the suitability or expertise of the Contractor. Alternatively, a Member may nominate his own Contractor to undertake work provided that such Contractor is approved by the Estate Manager in writing.

- 3.2 The Member and Contractor shall ensure that the Contractor and building contract in terms of which work is to be carried out on the Estate are registered with the National Home Builders Registration Council. Members who undertake building or other work themselves shall adhere to all of the obligations of Contractors in terms of these Rules

4 Breaches of the Estate Rules and Fines

- 4.1 Any breach of the Estate Rules by a Contractor shall be deemed to have been committed by the Member directly or indirectly engaging such Contractor, and Members shall be liable for any breaches of the Estate Rules and/or fines incurred by their Contractors.
- 4.2 Any fines imposed by the Board on a Member for a breach of the Estate Rules by a Contractor shall be payable within 5 (five) business days after the date of written notification of the fine, failing which the Board shall be entitled to refuse the Contractor access to the Estate.

5 Gate and Road Access

- 5.1 Contractors may only enter and exit the Estate using the entrance at the Contractor's gate.
- 5.2 Subject to paragraph 5.4 below, Contractors and deliveries will only be allowed into the Estate and to conduct work on Mondays to Fridays from 06h30 to 17h30. The Contractor's gate shall be locked outside of these hours.
- 5.3 All Contractors are required to travel to, from and between sites in vehicles. No Contractor shall work on a public holiday, weekends or on a builders' holiday.
- 5.4 In the event of an emergency which requires work after building hours, e.g. a burst pipe, the Member or resident engaging the Contractor to perform the work is required to inform the Estate Manager (on 071 675 2525) or security at the main gate (on 015 793 1663) that a Contractor has been called out to rectify the problem, failing which access will be denied to such Contractor after hours.
- 5.5 All Contractors' vehicles may be subject to security searches, when entering, exiting or inside the Estate.

6 Site Rules and Regulations

- 6.1 All Building Projects are required to be completed in its entirety within 9 (nine) months from the date of commencement of the Building Project as recorded in the space provided below. No uncompleted phase of any project shall be permitted after the said 9 (nine) month period.
- 6.2 No Contractor shall be permitted to commence any project on the Estate if any other Building Project being undertaken by that Contractor on the Estate remains uncompleted after the said 9 (nine) month period.

7 Site Handover

- 7.1 Prior to the handover of the site to the Contractor, the Member concerned shall pay a building levy to the Association calculated in accordance with the following scale:
- | | | |
|-------|------------------------|---|
| 7.1.1 | new dwellings | R120 per square metre of the complete building area of the Residential Portion; |
| 7.1.2 | alterations / rebuilds | 2% of the total alteration / rebuild costs less VAT; and |
| 7.1.3 | maintenance / repairs | 2% of the total maintenance / repair quote in excess of R75,000.00. For the avoidance of doubt, this levy will also be payable where 2 (two) or more quotations taken together for different components of the same project exceed the said amount. |
- 7.2 All Members are required to lodge a deposit of R10,000.00 with the Association in respect of any Building Project, which will be refunded on completion of the Building Project once the Estate Manager has inspected the site and found the site and surrounding bush anthills and dongas, in his sole discretion, to be satisfactory and entirely compliant with the site hand back completion certificate.
- 7.3 Prior to the handover of the site to the Contractor:
- 7.3.1 the Building Project shall be registered with the National Home Builder's Registration Council in accordance with paragraph 3.2;
- 7.3.2 a copy of the plans, reflecting the official stamps of the Maruleng Municipality and the Association shall be furnished to the Estate Manager;

- 7.3.3 the Member shall pay the building levy calculated in accordance with paragraph 7.1, a R1,000.00 deposit in respect of electricity and a R300.00 deposit in respect of water to the Association; and
- 7.3.4 the water meter shall be installed and a pipe of at least 32 millimetre Class 10 shall be laid to the site, as per the specifications available from the Association's office.
- 7.4 Once the road to the site has been made to begin construction on a new site, the Member who owns the Residential Portion on which the site is situated shall procure that:
- 7.4.1 a standard site number erected on a wooden pole and approved by the Estate Manager is displayed at the entrance of the road. The top of the site number shall be approximately 90 centimetres from the ground. Such numbers can be obtained from Splinters in Hoedspruit. No deviations from the standard site number shall be permitted; and
- 7.4.2 a steel site shed, which, in the sole discretion of the Estate Manager, is properly constructed, is erected before construction commences.
- 7.5 Forthwith upon the handover of the site to the Contractor:
- 7.5.1 the Member and/or Contractor shall procure that a toilet is placed on the site. All toilets must be hygienically maintained, use approved chemicals (not Jeyes Fluid) and be emptied regularly. No "long drops" shall be permitted. Only chemical toilets or a septic tank and french drain, which in the sole discretion of the Estate Manager are properly constructed, may be used;
- 7.5.2 the Member and/or Contractor shall procure that the layout of the construction is clearly pegged out and demarcated with danger tape. This includes decks, pools, carports and courtyards; and
- 7.5.3 the Estate Manager shall demarcate a stockpiling site to be used by the Contractor.
- 7.6 The date of site handover shall count as day 1 of the 9 (nine) month maximum project period.
- 7.7 The Member who owns the Residential Portion on which the site is situated shall procure that, within 2 (two) weeks of the handover of the site, percolation tests are carried out in accordance with National Home Builders Registration Council standards.

8 **Site Management**

The Member and Contractor shall procure that:

- 8.1 cement packets, bottles, tins and other rubbish are removed from the site daily. Each site shall have at least 1 securable container on site for the disposal of rubbish;
- 8.2 trucks do not cause any damage to the environment and property during deliveries and collections;
- 8.3 the demarcated stockpiling areas are maintained;
- 8.4 water, electricity and Telkom trenches are not open for a period of longer than 30 calendar days and have a minimum depth of 600 millimetres;
- 8.5 no building rubble shall be dumped or stored outside of the stockpiling area demarcated by the Estate Manager in terms of paragraph 7.5.3; and
- 8.6 all building rubble is removed from the site on a weekly basis.

9 **Site Hand Back**

- 9.1 Once the Building Project is completed (and the structure accords with the approved plans), the Contractor shall request a site hand back meeting with the Estate Manager in writing no less than 5 business days before the meeting is proposed to take place, which meeting shall take place on a Tuesday or Thursday unless otherwise required by the Estate Manager.
- 9.2 The termite, electrical, engineering, percolation and council occupation certificates must be submitted by the Contractor to the Estate Manager at site hand back. Site hand back cannot be completed without these certificates.
- 9.3 Site hand back shall be completed within 4 weeks after completion of the Building Project.
- 9.4 No person may take occupation of the structure prior to the completion of the site hand back.

10 **Environment**

- 10.1 No trees or bushes may be cut down on the site before handover unless the prior consent of the Estate Manager has been obtained.
- 10.2 No concrete shall be mixed on the ground.

- 10.3 Trees on the site with a diameter of more than 10 centimetres shall not, before or after site handover, be cut down or removed without the prior written consent of the Estate Manager.
- 10.4 No plant, animal, rocks, wood, sand shall be removed from the Estate or used for building purposes.
- 10.5 No fires are permitted on site.
- 10.6 The Contractor and the Member who has engaged the Contractor shall be liable for all damage caused to fauna and flora or fences by delivery or construction vehicles entering into the Estate as a result of the Building Project.

11 Security

- 11.1 Each employee of a Contractor is required to obtain an access card in order to gain access to the Estate. Such card shall only be issued upon presentation of a valid South African identity book and must be visible on the person at all times.
- 11.2 All Contractors and their employees and agents shall have to undergo a security screening with the security company.
- 11.3 Contractors shall immediately notify the Estate Manager of employees no longer working for them to enable the access cards of those employees to be cancelled.
- 11.4 If a person is found using another person's access card, access to that person onto the estate shall be denied.

12 Vehicles and Traffic

- 12.1 Delivery and contractor's vehicles shall:
- 12.1.1 not have horse and trailer trucks or interlinks;
 - 12.1.2 if double axle trucks, not have a capacity in excess of 10 cubic metres;
 - 12.1.3 not have a height in excess of 3 metres from ground level;
 - 12.1.4 not have a length in excess of 10 metres; and
 - 12.1.5 have clear company identification on their sides.

- 12.2 Permits shall be required for all Contractors' vehicles. These permits are available from the Association's offices and are required to be renewed annually. Driver's licenses may be checked at the security gate.
- 12.3 Contractors are only permitted to move between the sites that they are working on and the Contractor's gate. Any Contractors found driving outside their working area may be denied entry into the Estate.
- 12.4 No Contractor shall use the main gate. If a Contractor resides in the Estate, he shall not use the main gate for construction purposes.

13 Tractor-Loader Backhoes and Other Heavy Duty Machinery

- 13.1 Contractors shall ensure that their use of heavy duty machinery complies with all of the Estate Rules.
- 13.2 Contractors shall require the prior written consent of the Estate Manager prior to entering the Estate with heavy duty machinery.
- 13.3 Contractors and heavy duty machinery may be required to leave the Estate and denied re-entry if, in the sole discretion of the Board, they cause any environmental damage on the Estate.

14 Annexures

- 14.1 Site hand over form
- 14.2 Site hand back form
- 14.3 Contractor registration form
- 14.4 Plans approval form

I understand and accept the contents of this document.

SIGNED **DATE**

(CONTRACTOR)

PRINT NAME

.....

NAME OF CONTRACTOR/COMPANY

SIGNED **DATE**
(RAPTOR'S VIEW HOME OWNER'S ASSOCIATION)

PRINT NAME

DATE OF COMPLETION OF BUILDING PROJECT:

DOCUMENT REVISION HISTORY

Date	Description	Rev	Director's Signature
24 April 2015	Approved by the Board, subject to the amendments reflected in this document.	1	