



RAPTOR'S
View
Home Owners Association

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

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1 Introduction

- 1.1 The purpose of these Rules is to govern the activities of all Contractors on the Estate, ensuring that all Building Projects and other Contractor work occurs with the least possible disruption to Members, residents and the environment.
- 1.2 These Rules have been prepared by the Board and are binding between the Association, its Members and their Contractors.
- 1.3 Furthermore, all Members are required to ensure that their Contractors countersign these Rules in the space provided below and comply strictly with them. By signing the Rules, the Contractor agrees to be bound to these Rules.
- 1.4 The Rules are required to be read in conjunction with the other Estate Rules and procedural documents of the Association, and Members are responsible for ensuring 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:
 - 1.5.1 any of the Estate Rules and any building contract concluded in respect of any property on the Estate, the Estate Rules shall prevail; and
 - 1.5.2 these Rules and the Raptor's View Wildlife Estate Home Owner's Association rules, the Raptor's View Wildlife Estate Home Owner's Association rules shall prevail.
- 1.6 The Association, through any person with delegated authority from the Board, has the right to suspend any building activity on the Estate that is in contravention of any of the Estate Rules. The Association shall have no liability whatsoever for any damages sustained by a Member or Contractor as a result of such a suspension.
- 1.7 Members can obtain 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 similar terms 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 appointed 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 undertake Building Projects, builders and other service providers but excluding Domestic Workers, and in relation to a Member shall include, inter alia, subcontractors of contractors appointed by such Member;
- 2.5 Domestic Worker means a person employed by a Member at a Residential Portion to perform household or gardening duties;
- 2.6 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;
- 2.7 Estate Rules means these Rules, the Raptor's View Wildlife Estate Home Owner's Association rules, the Raptor's View Wildlife Estate Architectural Rules, the Schedule of Fines and all other rules approved by the Board from time to time in terms of the MOI;
- 2.8 Member means a person who or which 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 the Raptor's View Wildlife Estate Contractors' Rules.

3 Selection of a Contractor

- 3.1 A Member may appoint a Contractor from a list of recommended Contractors available from the Association 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 Association in writing prior to commencement of the Building Project.

- 3.2 The Member and Contractor shall ensure that the Contractor and any Building Project in terms of which a new dwelling is to be built 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 Association 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 onto the Estate and to conduct work from 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 and from and between sites in their demarcated vehicles. No Contractor shall work on a public holiday, weekend 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 Association (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 their entirety within 9 (nine) months from the date of commencement of the Building Project concerned. No incomplete phase of any Building Project shall be permitted after the said 9 (nine) month period.
- 6.2 No Contractor shall be permitted to commence any Building Project on the Estate if any other Building Project being undertaken by that Contractor on the Estate remains incomplete 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 R130 per square metre of the complete building area of the residential portion;
- 7.1.2 alterations / rebuilds being any change, modification, adjustment or variation to a Building Project or building afresh, which requires building plans and a change of footprint, R1000 per month or part thereof calculated from the date of handover of the Contractor until the date of site hand back to the Member concerned.
- 7.2 All Members are required to lodge a deposit of R15,000.00 with the Association in respect of any Building Project, which will be refunded on completion of the Building Project once the Association has inspected the site and, in its sole discretion, found the site, surrounding bush, anthills and dongas, to be in a satisfactory condition 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 any Building Project in terms of which a new dwelling is to be built on the Estate 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 Association;
- 7.3.3 The Member shall, in writing, notify the Association of its intention to commence construction on a specified date and request a site handover meeting at least 1 (one) week prior to the requested date;

- 7.3.4 Upon receipt of a request referred to in clause 7.3.3 above, the Association shall invoice the member to pay:
- 7.3.4.1 the building levy, calculated in accordance with paragraph 7.1;
 - 7.3.4.2 a R1,000.00 deposit in respect of electricity;
 - 7.3.4.3 a R300.00 deposit in respect of water to the Association; and
 - 7.3.4.4 a R2750.00 site establishment fee, which amount may be adjusted from time to time.
- 7.4 Once the access road to the site has been completed:
- 7.4.1 the Association shall, as soon as practicably possible thereafter, ensure that:
 - 7.4.1.1 a standard site number, erected on a wooden pole is displayed at the entrance of the road. The top of the site number shall be approximately 90 centimetres from the ground; and
 - 7.4.1.2 a standardised water meter and shutoff valve with a 32 mm connection point and standardised electrical meter are installed.
 - 7.4.2 the Member who owns the Residential Portion on which the building is to be situated shall ensure that:
 - 7.4.2.1 a steel site shed (which is properly designed and constructed and approved by the Association in its sole discretion) is erected before construction commences; and
 - 7.4.2.2 two baboon proof waste disposal bins are placed on site.
- 7.5 Immediately upon the handover of the site to the Contractor, the Member and Contractor concerned shall ensure that:
- 7.5.1 a properly constructed toilet is placed on the site. All toilets must be hygienically maintained with 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, have been approved in the Association's sole discretion may be used;
 - 7.5.2 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 request the Association to demarcate a stockpiling site to be used by the Contractor, and ensure that stockpiling takes place at no site other than the stockpiling site demarcated by the Association.
- 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 ensure 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 ensure that:

- 8.1 cement packets, bottles, tins and other rubbish are removed from the site daily. Each site shall have at least 2 (two) securable containers on site for the disposal of daily rubbish;
- 8.2 no building rubble shall be dumped or stored outside of the stockpiling area demarcated by the Association in terms of paragraph 7.5.3;
- 8.3 all building rubble is removed from the site on a weekly basis;
- 8.4 the demarcated stockpiling areas are maintained;
- 8.5 trucks do not cause any damage to the environment and property during deliveries and collections; and
- 8.6 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.

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 Association, in writing, no less than 5 (five) business days before the meeting is proposed to take place. Such site hand back meetings shall take place in accordance with the availability of the Association's representative/s and the Contractor.
- 9.2 The Contractor shall submit the following certification to the Association at the site hand back meeting, which cannot be completed without the delivery thereof:
- 9.2.1 electrical certificate of compliance;

- 9.2.2 electrical cable minimum size recorded;
 - 9.2.3 termite proofing certificate;
 - 9.2.4 water percolation test result;
 - 9.2.5 council occupation certificate;
 - 9.2.6 NHBRC certificate;
 - 9.2.7 glazing certificate;
 - 9.2.8 plumbing certificate;
 - 9.2.9 roof certificate;
 - 9.2.10 engineer certificate; and
 - 9.2.11 gas certificate.
- 9.3 Site hand back must be completed within 4 weeks after completion of the Building Project, which completion shall have occurred once all of the relevant certificates in clause 9.2 have been issued.
- 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 Association has been obtained.
- 10.2 Concrete may only be mixed in designated areas.
- 10.3 Trees on the site with a diameter of more than 10 centimetres shall not, at any time, be cut down or removed without the prior written consent of the Association.
- 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 to be made 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 the Estate as a result of the Building Project.

11 Security

11.1 All Contractors must:

11.1.1 be registered with the Association as Contractors;

11.1.2 obtain from the Association, and wear, visible identity security access cards in order to gain entry to the Estate. Such card shall only be issued upon presentation of a valid South African identity book and must be visibly displayed on the person at all times. Access to any person using another person's access card onto the Estate shall be denied; and

11.1.3 be transported at the Residential Portion at which they are working and may not be dropped off at the road side or picked up from there.

11.2 Members shall ensure that their Contractors do not traverse the Estate and are ferried to and from the gates at all times.

11.3 All Contractors and their employees and agents shall have to undergo a security screening with the designated security company.

11.4 Contractors shall immediately notify the Association of any employees who are no longer working for them to enable the access cards of those employees to be cancelled.

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 axel trucks, not have a capacity in excess of 10 cubic metres;

12.1.3 not have a height in excess of 3.5 metres from ground level;

12.1.4 not have a length in excess of 10 metres; and

12.1.5 have clear company / business identification on all 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 future entry onto the Estate.
- 12.4 No Contractor shall use the main gate. If a Contractor resides on the Estate, he shall not use the main gate for construction and/or maintenance purposes.
- 12.5 The maximum speed limit on the Estate is 30km/h.

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 Association 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, at the sole discretion of the Board, they are deemed to have caused any environmental damage on the Estate.

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	
8 November 2017	Approved by the Board, subject to the amendments reflected in this document.	2	
23 February 2018	Approved by the Board.	3	