



**LA**  
**ROCHE**

**STELLENBOSCH**

## **RULES**

**GOVERNING SERVICE PROVIDERS AND BUILDERS**

## LA ROCHE DISCLAIMER

### PERSONS ENTERING THE ESTATE ACCEPT THE RULES AND LEGAL TERMS EXCLUDING LIABILITY

- **Whilst** every effort is made to secure and monitor the Estate, entering the Estate and using any of the facilities is entirely at own risk to person or property; persons who enter the Estate accept this risk.
- **Entry** into the Estate and use of facilities are subject to the Rules of the Estate, which are available upon request at the Entrance Gate to the Estate.
- **Persons**, including parents or guardians on behalf of minors, agree that they / the minors will not claim from the La Roche Home Owners' Association and its employees, agents or contractors for any harm. The exclusion of liability also applies to negligence by the Association.
- **Parents** or guardians of minors agree to indemnify the Association against any claim of a minor.



#### **WARNING: DANGEROUS ELECTRIFIED FENCE**

The Estate is surrounded by an electrified perimeter security fence, which is dangerous and, if touched, could cause death.



#### **PLEASE RESPECT THE SPEED LIMIT IN THE ESTATE**

# CONTENTS

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<b>Disclaimer</b> .....	<b>2</b>
<b>Preamble</b> .....	<b>4</b>
<b>Part I – General Provisions</b> .....	<b>4</b>
1. Definitions .....	4
2. Words and Expressions .....	5
3. Calculation of Periods.....	6
4. Regulations and By-Laws.....	6
5. Binding Nature of Rules.....	6
6. Member’s Duty .....	6
7. Member's Liability .....	6
8. Security Measures .....	6
9. General Conduct .....	7
10. Fires Prohibited.....	7
11. Signage and Advertisements .....	7
12. Traffic Control.....	7
13. Parking or Standing of Vehicles.....	8
14. Removal of Vehicles.....	8
15. Damage to Common Facility.....	8
16. Removal of Vehicle, Tools and Equipment.....	9
17. Use of Fuel-powered Generators Prohibited.....	9
<b>Part II – Estate Agents and Service Providers</b> .....	<b>9</b>
18. Estate Agent Appointments.....	9
19. Leasing of Property.....	9
<b>Part III – Service Providers</b> .....	<b>9</b>
20. Work Days and Work Hours for Service Providers .....	9
<b>Part IV – Building Contractors</b> .....	<b>10</b>
21. Preparation and Processing of Building Plans.....	10
22. Building Deposit.....	10
23. Information Board.....	11
24. Storage Sheds / Huts.....	11
25. Commencement of Building Work.....	11
26. Foundations and Heights .....	11
27. Work Days and Hours for Building Work.....	11
28. Conditions during Building Work .....	12
29. Inspections by Building Projects Manager .....	12
30. Vehicle Types for Deliveries / Removals .....	12
31. General Conditions for Deliveries to Site.....	12
32. Presentation of Site and Surrounding Areas .....	13
33. Cleaned of Vehicles, Machinery and Equipment.....	13
34. Interruption of Building Work .....	14
35. Completion of Building Work .....	14
36. Application for Occupation Certificate.....	14
<b>Part V – Breaches and Penalties</b> .....	<b>15</b>
37. Breach of Rules.....	15
38. Breach of Building Plans / Architectural Guidelines .....	15
39. Failure to Comply with Instruction or to Pay Fine .....	15
40. Interest on Cost of Remedying Breach / Fine .....	16
41. Appeal Lodged with Trustee Committee .....	16

## PREAMBLE

The purpose of the *Rules Governing Services and Building Work* is to ensure that the quality of life of residents is not unduly compromised or inconvenienced by any work performed in the Estate, and that the impact on the environment of such work is minimized, yet recognizing that service providers and building contractors must be able to perform their work efficiently and effectively.

## PART I – GENERAL PROVISIONS

### 1. Definitions

In the interpretation of these Rules, unless the context otherwise indicates –

- 1.1. "Association" means the La Roche Home Owners' Association established in terms of section 29 of the *Land Use Planning Ordinance, 1985 [No 15 of 1985]*, as amended;
- 1.2. "building contractor" means any person who engages in building work, whether for himself / herself or on contract or subcontract for a member;
- 1.3. "building manual" means the Architectural and Landscape Design Framework, as compiled by Dennis Moss Partnership for the Estate, which is subject to change from time to time;
- 1.4. "building plans" means design drawings and specifications for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of, an existing dwelling, or for the erection of a pergola, fence, boundary wall or retaining wall;
- 1.5. "Building Projects Manager" means the person or service provider from time to time appointed by the Trustee Committee to assist it with the monitoring and control of building work in the Estate to ensure compliance with the approved building plans and Building Manual;
- 1.6. "building work" means any work in connection with –
  - 1.6.1. the erection of a new structure on a site, including but not limited to, a dwelling, pergola, fence, boundary wall and retaining wall;
  - 1.6.2. the laying of any type of paving;
  - 1.6.3. the installation of a swimming pool or water feature and related equipment, and any alteration, modification or renovation of same;
- 1.7. "common facility" means any street, sidewalk, facility, building or structure in the Estate that is the property of the Association and that may be used for the purposes, and on the conditions, from time to time determined by the Association or the Trustee Committee;
- 1.8. "Control Architect" means the architect from time to time appointed by the Trustee Committee to scrutinise all building plans for compliance with the Building Manual prior to submission thereof to the Committee and for municipal approval;
- 1.9. "employee" means any person deployed in the Estate by a service provider or building contractor, and includes a subcontractor and any person employed by such subcontractor;

- 1.10. "erf" means any area of land in the Estate with its own number on the Surveyor-General's general plan and the title to which is registered separately in the Deeds Office in the name of a member;
- 1.11. "Estate" means the township area known as La Roche;
- 1.12. "instruction" means a written instruction in the form of a letter or notice from the managing agent and / or a member of the Trustee Committee sent by way of e-mail or given by hand to a member or person duly authorised to accept correspondence on his / her behalf;
- 1.13. "Managing Agent" means the service provider from time to time appointed by the Trustee Committee to assist it with the day-to-day management and administration of the Estate, its affairs, transactions and finances;
- 1.14. "member" means a person who is a member of the Association by virtue of his / her registered ownership of an erf in the Estate;
- 1.15. "Municipality" means the Stellenbosch Municipality;
- 1.16. "Security Personnel" means the personnel of the security service provider appointed from time to time by the Trustee Committee to provide access and egress control and other security services in the Estate;
- 1.17. "service provider" means any company or close corporation that provides maintenance and repair services such as, but not limited to–
  - 1.17.1. domestic cleaning services;
  - 1.17.2. garden maintenance services;
  - 1.17.3. child care or health care services;
  - 1.17.4. electrical, plumbing and glazing repair services;
  - 1.17.5. pool maintenance services; and
  - 1.17.6. electronic signal reception services,
    - whether for a single engagement or on a term basis;
- 1.18. "signage" means any sign, notice, billboard or placard that is used to convey information;
- 1.19. "site" means the erf on which a service or building work is performed;
- 1.20. "Trustee Committee" means the board of trustees appointed and elected in accordance with the provisions of the Constitution; and
- 1.21. "vehicle" means any vehicle entering the Estate, including, but not limited to, a vehicle used to transport employees, equipment and tools, a delivery / removal vehicle, and any type of machinery used for mixing cement or concrete, excavating, digging, loading and drilling.

## **2. Words and Expressions**

- 2.1. Words importing a reference to –
  - 2.1.1. the singular include the plural, and the converse also applies;
  - 2.1.2. a gender include the other genders; and
  - 2.1.3. natural persons include legal persons, and the converse also applies.

- 2.2. In these Rules words and expressions to which a meaning is assigned in the Constitution bear the meaning so assigned to them, and in the event of any conflict between the Constitution and these Rules, the Constitution will prevail, unless it is inconsistent with the context.

### **3. Calculation of Periods**

When any number of days is prescribed in these Rules, same means calendar days which must be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday, in which event the last day will be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

### **4. Regulations and By-Laws**

- 4.1. Any person who enters the Estate is bound by any applicable official regulation and by-law of the Municipality and any other competent authority as if such regulation and by-law were incorporated in these Rules.
- 4.2. The Trustee Committee may in addition to imposing the prescribed penalty for the contravention of an official regulation or by-law, in its sole discretion lay a charge against the alleged perpetrator.

### **5. Binding Nature of Rules**

- 5.1. These Rules and any condition determined or instruction given hereunder are binding on any person who enters the Estate.
- 5.2. The Trustee Committee may at any time apply to a court of competent jurisdiction for an order to compel compliance with these Rules and any condition determined or instruction given hereunder.

### **6. Member's Duty**

A member who engages an estate agent, service provider or building contractor for purposes of any work to be performed for him / her in the Estate must ensure that such person is familiarised with the contents of, and complies with, these Rules and any condition determined or instruction given hereunder.

### **7. Member's Liability**

- 7.1. The member concerned may be held liable for damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Trustee Committee in enforcing compliance by him, or any person referred to in Rule 6, with these Rules and any condition determined or instruction given hereunder.
- 7.2. The cost of repairing damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges contemplated in Rule 7.1 are deemed to be a levy contemplated in the Constitution, and may, if it is not paid within fourteen (14) days after the member has been required to pay same, be added to the member's levy statement and will bear interest as a levy debt.

### **8. Security Measures**

- 8.1. Any person who enters the Estate must at all times comply with the systems and procedures relating to access and egress control and other security related measures from time to time implemented by the Trustee Committee, and must comply with the

security directives of the Security Personnel and treat them in a co-operative and courteous manner.

- 8.2. A person who enters the Estate may not tamper with any of the security equipment and must immediately inform the Security Personnel at the Entrance Gate if he / she encounters any irregularities.
- 8.3. A resident who wishes to employ a non-resident estate agent, service provider or building contractor for regular engagements in the Estate may register such person with the Managing Agent by completing the prescribed form, and such person may then in the sole discretion of the Managing Agent be provided with a temporary access permit which is valid for the period from time to time prescribed: Provided that upon termination of the engagement the member must forthwith retrieve the permit from the person concerned.
- 8.4. A resident who wishes to employ a non-resident estate agent, service provider or building contractor for a single engagement or a series of irregular engagements must notify the Security Personnel at the Entrance Gate and provide them with the name and expected arrival time of the person concerned, and such person must then complete the access control register before entry into the Estate will be allowed.

## **9. General Conduct**

- 9.1. A service provider and a building contractor must transport his / her employees to and from the site at which they are deployed.
- 9.2. An employee must remain on the site at which he / she is deployed and may not loiter around in the Estate.
- 9.3. An employee may not bring any kind of weapon into the Estate.
- 9.4. A person who enters the Estate may not –
  - 9.4.1. be under the influence of any intoxicating substance;
  - 9.4.2. bring any intoxicating substance into, or consume same in, the Estate;
  - 9.4.3. use a common ablution, water or electrical facility in the Estate;
  - 9.4.4. use a common facility or another erf as a resting place; and
  - 9.4.5. indulge in conduct that, in the sole discretion of the Trustee Committee, is unbecoming, constitutes a nuisance or creates a disturbance.

## **10. Fires Prohibited**

No person may light a fire in the Estate for any purpose whatsoever.

## **11. Signage and Advertisements**

A person who is engaged to perform any kind of work in the Estate may not without the prior written permission of the Trustee Committee, and on such conditions as the Committee determines, display, erect or place any signage on any part of an erf so that it is visible from a common facility or another erf, or distribute any advertisement or information pamphlet, letter or note whatsoever in the Estate.

## **12. Traffic Control**

**Note:** *Speed humps constructed on streets as a traffic calming measure must be negotiated with utmost care to prevent damage to vehicles.*

- 12.1. Unless specifically stated otherwise in these Rules, the normal statutory traffic regulations apply in the Estate.
- 12.2. A person who enters the Estate must comply strictly with the normal statutory traffic regulations and the control measures from time to time issued or implemented by the Trustee Committee to regulate traffic in the Estate.
- 12.3. A speed limit of **30 km/h** applies in the Estate.
- 12.4. A vehicle may not be operated on a street by a person who is not in possession of a valid driver's license.
- 12.5. A vehicle must at all times be operated with the utmost care and may not be operated anywhere other than on a street.
- 12.6. The operator of a vehicle may not take a short cut over a common facility or an undeveloped erf.
- 12.7. A vehicle that is not licensed, not roadworthy, produces excessive noise or smoke, or drips or spills lubricant or other fluid, or that in any other way may damage or deface a common facility, may not be operated in or on a common facility.

### **13. Parking or Standing of Vehicles**

- 13.1. Parking or standing of a vehicle in or on a common facility is subject to the express condition that such vehicle is parked or stood at its owner's risk and responsibility and that no liability will attach to the Association, its employees, agents or contractors for any loss or damage of whatsoever nature which the vehicle's owner, or any person claiming through or under him, may suffer in consequence of the vehicle having been so parked or stood.
- 13.2. A vehicle that drips or spills lubricant or other fluid, or that in any other way may damage or deface a common facility, may not be parked or stood in or on a common facility.
- 13.3. A vehicle may not be parked or left unattended in such a manner that it may cause an obstruction to other street users or impede the flow of traffic, or occupies more than one demarcated parking bay.
- 13.4. A vehicle may not be abandoned in or on a common facility and may not without the prior written permission of the Managing Agent be parked in or on such facility other than in a street or a demarcated parking area.
- 13.5. A caravan and trailer, and any vehicle that may not be operated on a public road, may not be parked in or on a common facility or on another erf with the explicit permission of the owner of that erf.

### **14. Removal of Vehicles**

The Trustee Committee may cause to be removed for the account of the owner or the person in control thereof a vehicle that in its sole discretion has been abandoned in the Estate or that is parked or stood in contravention of these Rules.

### **15. Damage to Common Facility**

- 15.1. A person may not in any way damage or deface a common facility or any item placed or installed, or structure erected, by the Association in or on a common facility.
- 15.2. A service provider or building contractor must take particular care not to damage or tamper with the security fence and structures, and may not do anything that may prevent the proper functioning of the security system.



- 15.3. If a vehicle has dripped or spilled lubricant or other fluid onto a common facility or in any other way has damaged or defaced a common facility, the person responsible for it must forthwith clean or repair the area concerned, failing which the Trustee Committee may have the area repaired or cleaned for the account of the person concerned.

**16. Removal of Vehicle, Tools and Equipment**

The Trustee Committee may cause to be removed for the account of the owner or the person in control thereof a vehicle, tools or equipment that in its sole discretion has been abandoned in the Estate or that is parked or stood or stored in contravention of these Rules.

**17. Use of Fuel-powered Generators Prohibited**

No service provider or building contractor may use a fuel-powered generator as a power source in the Estate without the prior written permission of the Trustee Committee.

**PART II – ESTATE AGENTS**

**18. Estate Agent Appointments**

- 18.1. An estate agent may operate on a "by appointment" basis only and must at all times personally accompany his / her clients.
- 18.2. If a property is on show on a particular day, the estate agent concerned must provide the Managing Agent in writing with the detail of the property at least three (3) days before the intended showing.

**19. Leasing of Property**

A lease agreement may not be concluded with a person who does not comply with the *Zoning Scheme Regulations* of the Municipality.

**PART III – SERVICE PROVIDERS**

**20. Work Days and Work Hours for Service Providers**

- 20.1. A service provider may for the purposes of work be present in the Estate only during the following normal working days and hours:
- |                      |   |                |
|----------------------|---|----------------|
| ▪ Monday to Thursday | → | 07:00 to 18:00 |
| ▪ Friday             | → | 07:00 to 17:00 |
- 20.2. Sundays and public holidays and the period between 24 December and 2 January (both days included), are not normal working days and a service provider may not work in the Estate on these days.
- 20.3. The Managing Agent may on good cause shown, and subject to such conditions as he / she determines, in a particular instance allow a service provider to deviate from the prescribed work days and work hours: Provided that the application for such deviation, together with the written permission of all adjacent neighbours, must be lodged with the Managing Agent at least three (3) working days prior to the intended work, unless the Managing Agent, in a particular instance, agrees to a shorter period.

## **PART IV – BUILDING CONTRACTORS**

### **Note:**

- (1) *For the Rules governing the preparation and processing of building plans, see Building Manual.*
- (2) *The Managing Agent may be contacted for the payment of the applicable building plan scrutiny fee and building deposit in respect of building work.*
- (3) *The Managing Agent may be contacted for a copy of the Compliance Agreement that must be completed before building work may commence.*
- (4) *The Trustee Committee has appointed a Control Architect to scrutinise building plans for compliance with the Building Manual prior to submission thereof to the Committee and for municipal approval.*
- (5) *The Trustee Committee has appointed a Building Projects Manager to assist it with the monitoring and control of building work in the Estate to ensure compliance with the approved building plans and Building Manual.*

### **21. Preparation and Processing of Building Plans**

- 21.1. The design of all structures and the preparation and submission of the building plans for such structures must be in accordance the Building Manual, and may be undertaken only by an architect registered with the Institute of South African Architects or a professional registered senior architectural technologist.
- 21.2. Building plans must be submitted to the Managing Agent for processing by the Control Architect, and will be so processed only upon payment of the applicable scrutiny fee.

### **22. Building Deposit**

- 22.1. The member concerned must pay to the Managing Agent the applicable building deposit contemplated in the Constitution in respect of building work before the building work may be commenced, which deposit shall be held in trust until the building work has been completed.
- 22.2. The Trustee Committee may use the building deposit and interest thereon to offset the cost of –
  - 22.2.1. repairing any damages caused as a result of the building work to streets, including sewers, storm-water drains, kerbing and sidewalks, and / or landscaping, including trees, shrubs and plants, or any other common facility; and
  - 22.2.2. removing, either during the building work or on completion thereof, any rubble, refuse or litter or building material or other item left on the sidewalk, in the street, in or on any common facility or on another erf.
- 22.3. The Trustee Committee may recover only verifiable actual costs incurred by it.
- 22.4. If the building deposit is insufficient to cover the cost of repairing damage caused during building work or of the removal of any items or material during, or after completion of, the building work, the Trustee Committee must recover the balance from the member concerned.

### **23. Information Board**

- 23.1. A building contractor must, if so required by the Trustee Committee, on payment of the prescribed fee, erect an information board that complies with the directives of the Committee.
- 23.2. The information board must be erected in a location indicated by the Trustee Committee and must remain so erected for the duration of the building work.
- 23.3. If the building contractor does not remove the information board within one (1) month after completion of the building work for which it was required, the Trustee Committee will remove and dispose of the board for the account of the member concerned.

### **24. Storage Sheds / Huts**

- 24.1. A building contractor may with the prior permission of the Trustee Committee erect or place a storage shed / hut within the boundaries of the site concerned and to the specifications of the Trustee Committee.
- 24.2. The shed / hut must be erected or placed in a location indicated by the Trustee Committee.

### **25. Commencement of Building Work**

Building work may not commence before –

- 25.1. building plans have been approved by the Trustee Committee and the Municipality as contemplated in the Building Manual, provided that building plans will not be processed before the Managing Agent has been furnished with proof of payment of the required scrutiny fee;
- 25.2. the Managing Agent has been furnished with proof of payment of the required building deposit;
- 25.3. the Managing Agent has been furnished with a completed copy of the prescribed *Compliance Agreement*;
- 25.4. an electricity supply facility and a water supply facility have been installed on the site in such a manner that any electricity and water consumed on site will be for the account of the member concerned;
- 25.5. an ablution facility to the satisfaction of the Trustee Committee has been provided on the site.

### **26. Foundations and Heights**

Building work may not be proceeded with until –

- 26.1. the Building Project Manager has confirmed that the foundations have been set out as per the approved building plans; and
- 26.2. the heights of the structure have been confirmed on site by the Control Architect.

### **27. Work Days and Hours for Building Work**

- 27.1. Building work may be performed only on days and during hours as follows:
  - Monday to Thursday → 07:00 to 18:00
  - Friday → 07:00 to 17:00
- 27.2. Building work may not be performed on the following days:
  - Saturdays, Sundays or proclaimed public holidays.

- Builders' holidays as annually proclaimed by the Trustee Committee.

27.3. The Managing Agent may on good cause shown, and subject to such conditions as he / she determines, in a particular instance allow a building contractor to deviate from the prescribed work days and work hours: Provided that the application for such deviation, together with the written permission of all adjacent neighbours, must be lodged with the Managing Agent at least three (3) working days prior to the intended work, unless the Managing Agent, in a particular instance, agrees to a shorter period.

## **28. Conditions during Building Work**

28.1. A building contractor must at all times while building work is in progress have a copy of the approved building plans on the site.

28.2. A building contractor must ensure that building work is performed in such a manner that no damage is caused to neighbouring properties and as little disturbance and inconvenience as possible is caused to neighbours.

28.3. If building work takes place adjacent to an existing dwelling, the building contractor must make every effort to respect the privacy of the neighbours.

28.4. A building contractor must ensure that the ablution facility on site at all times has a sufficient supply of regular toilet paper, is at all times kept in a clean and hygienic state, and in the case of a chemical facility, is serviced weekly or when the Trustee Committee in a particular instance so instructs.

## **29. Inspections by Building Projects Manager**

The Building Projects Manager may at any reasonable time enter a site and carry out an inspection with a view to ensuring that the approved building plans and the Building Manual, and any conditions determined and instructions given thereunder, are being complied with.

## **30. Vehicle Types for Deliveries / Removals**

Only non-articulated vehicles without trailers of the following specifications are allowed for deliveries / removals:

- General deliveries / removals:

Maximum length	→	9,1m
Maximum width	→	2,6m
Maximum gross mass	→	20 000 kg
Maximum axle weight	→	8 000 kg

- Brick deliveries: Double axle vehicle with maximum 3 000 bricks (6 pallets).
- Concrete deliveries: Double axle vehicle.
- Sand / Stone deliveries: Single axle vehicle.

## **31. Conditions for Deliveries to Site**

31.1. The building contractor must brief delivery / removal vehicle drivers on the rules governing deliveries and removals.

31.2. The building contractor is at all times responsible for delivery / removal vehicles and delivery / removal personnel.

31.3. Deliveries / removals may be done only on the prescribed work days and during the prescribed work hours: Provided that the Managing Agent may on good cause shown,

and subject to such conditions as he / she determines, in a particular instance allow deliveries / removals outside the prescribed work hours.

- 31.4. A person wishing to do a delivery / removal must proceed directly to the site concerned.
- 31.5. Deliveries / removals may be done only at or from the street frontage of the site concerned.
- 31.6. Machinery, equipment or material off-loaded in such a way that it encroaches onto the sidewalk, into the street or onto a common facility or another erf, must forthwith be moved onto the site.
- 31.7. Machinery, equipment or material may not be stored, or remain on, the sidewalk or in the street or on a common facility without the written permission of the Trustee Committee and subject to such conditions as it determines.
- 31.8. Concrete delivery vehicles may be washed only on the site concerned and spillage and run-off must be contained on that site.

### **32. Presentation of Site and Surrounding Areas**

- 32.1. The site must at all times be kept in a neat and tidy state.
- 32.2. The kerb and street in front of the site must at all times be adequately protected against damage.
- 32.3. The street in front of the site must be swept at the end of each work day, and when the Trustee Committee in a particular instance so instructs.
- 32.4. Building material may not be mixed on a street, a common facility or another erf.
- 32.5. Sand, stone, cement, concrete, paint, lubricant, fluid and any other material dripped, spilt or moved onto a street, a common facility or another erf must forthwith be cleaned up without washing same away into the sewerage system.
- 32.6. Refuse, litter, rubble or other building waste material or item must be placed in a suitable container which must be cleared regularly, and when the Trustee Committee in a particular instance so instructs.
- 32.7. An item, fluid or material that may cause a blockage may not be disposed into the sewerage or storm-water system, provided that in the event of a blockage that is shown to be the result of such disposal, the building contractor concerned must clear the sewerage or storm-water system within twenty-four (24) hours after the occurrence of the blockage, failing which the Trustee Committee may have the system cleared at the risk and for the account of the member who is the owner of the erf concerned.
- 32.8. Waste material may not under any circumstances be burnt on the site.
- 32.9. Excavated plant and other material resulting from the levelling of a site or the digging of trenches, etc, and not required for filling, may not be spoiled in the Estate, but must be removed from the Estate once excavation or digging is completed, and when the Trustee Committee in a particular instance so instructs.
- 32.10. A Trustee or any person authorised by the Trustee Committee may at any reasonable time enter the site and carry out an inspection with a view to ensuring that these Rules, and any conditions determined and instructions given hereunder, are being complied with.

### **33. Cleaning of Vehicles, Machinery and Equipment**

Vehicles, machinery and equipment may not be cleaned or washed in a street, on a common facility or another erf in the Estate, and if cleaned or washed on the site concerned, spillage and run-off resulting from such cleaning or washing must be contained on that site.

#### **34. Interruption of Building Work**

Building work must proceed without lengthy interruptions and must be completed within twelve (12) months, or such other period as has been authorized in writing by the Trustee Committee, from the date of commencement.

#### **35. Completion of Building Work**

- 35.1. Upon completion of the building work, the Trustee Committee must release the building deposit if it is satisfied that –
- 35.1.1. the building work has been performed properly in accordance with the approved building plans and the Building Manual;
  - 35.1.2. no damage has been caused to any common facility as a result of such building work; and
  - 35.1.3. no refuse, litter, rubble or other building waste material, or item has been left on a street, a common facility or another erf, or has been dumped or washed away into the sewerage system.
  - 35.1.4. landscaping and irrigation on the erf and the pavement directly adjacent to the erf boundaries has been completed.
- 35.2. In the event of any damage, non-removal, dumping or washing away as contemplated in Rule 35.1, the member concerned must within ten (10) days of having been instructed to do so in writing by the Trustee Committee have the damage repaired and / or the material or item removed and / or the sewerage or storm-water system cleared, to the satisfaction of the Committee, failing which the Committee may have the damage repaired and / or the material or item removed and / or the sewerage or storm-water system cleared, and may utilize the building deposit to defray the cost of such work: Provided that only verifiable actual costs incurred may be recovered.
- 35.3. If the building deposit is insufficient to cover the cost of repairing the damage and / or removing the material or item and / or clearing the sewerage or storm-water system, the member concerned must within ten (10) days after having been instructed to do so in writing by the Trustee Committee pay the difference to the Association.

#### **36. Application for Occupation Certificate**

- 36.1. On completion of a new dwelling, the member concerned must complete and submit the prescribed form to the Managing Agent for permission to apply to the Municipality for the issuing of an occupation certificate.
- 36.2. The Building Projects Manager will then carry out a final inspection of the building work for compliance with the approved building plans and Building Manual, and issue a certificate indicating that permission –
- 36.2.1. is granted; or
  - 36.2.2. will be granted only upon rectification of the items indicated; or
  - 36.2.3. is granted but that the items indicated must be rectified by the date specified.

- 36.3. The Managing Agent will then, subject to any items indicated under Rule 36.2.2 having been rectified, inform the Municipality in writing that the Trustee Committee has no objection to the issuing of an occupation certificate in respect of the dwelling concerned.
- 36.4. Upon receipt of the Managing Agent's letter, the responsible municipal officer will carry out an inspection for compliance with the prescribed national building regulations and standards and, if satisfied, will issue an occupation certificate.
- 36.5. No person may occupy a dwelling unless the Municipality has issued an occupation certificate or a temporary occupation certificate, in respect thereof.

## **PART V – BREACHES AND PENALTIES**

### **37. Breach of Rules**

If in the sole discretion of the Trustee Committee a person is in breach of any of these Rules or any condition determined or instruction given hereunder, or a vehicle does not comply with any of these Rules, the Committee may –

- 37.1. refuse such person, if he / she is not a member, or vehicle entry into the Estate; or
- 37.2. instruct such person, if he / she is not a member, forthwith to leave the Estate; or
- 37.3. instruct such person forthwith to desist from conduct that constitutes a breach; or
- 37.4. instruct such person to repair any damage and / or remove any material or item to its satisfaction within the indicated period; or
- 37.5. instruct its owner, or the person in control thereof, to remove the vehicle, from the Estate; or
- 37.6. impose the prescribed fine; or
- 37.7. apply more than one of the options contemplated in Rule 37.1 – 6.

### **38. Breach of Building Plans / Building Manual**

- 38.1. Any building work, or any part thereof, that in the discretion of the Trustee Committee has been or is being performed in breach of the approved building plans or the Building Manual, must be remedied within a reasonable period as instructed by the Committee.
- 38.2. In the event of such breach the Trustee Committee may –
  - 38.2.1. instruct that any building work related to the breach be stopped forthwith until the breach has been remedied to its satisfaction; and / or
  - 38.2.2. impose the prescribed fine.

### **39. Failure to Comply with Instruction or to Pay Fine**

If an instruction given under these Rules is not complied with, and / or a fine imposed under these Rules is not paid, within the indicated period, the member concerned, will be issued with a written notice –

- 39.1. giving an adequate description of the instruction given and intimating that it must be complied with within the indicated period, and that if it is not so complied with, the Trustee Committee may remedy the breach in question for his / her account; and
- 39.2. indicating that –
  - 39.2.1. the fine, if it is not paid within the indicated period, may be added to his / her levy statement and collected as if it were a levy; and

39.2.2. a competent court may be approached for an order to compel him / her to comply with the instruction and / or pay the fine.

**40. Interest on Cost of Remedying Breach / Fine**

The cost of the remedying a breach and / or a fine that is not paid by the due date, will bear interest from the date of delinquency at the publicly quoted prime rate of interest charged by the Association's bankers from time to time plus three percent (3%), calculated from the due date for payment until the actual date of payment of such amount.

**41. Appeal Lodged with Trustee Committee**

41.1. A member who is aggrieved by any condition, instruction or action by the Trustee Committee, the Control Architect, the Building Projects Manager or the Managing Agent under these Rules, may in writing lodge an appeal with the Committee: Provided that if the grievance concerns an instruction to desist from certain conduct and / or to stop any building work, such referral does not absolve the person concerned from complying with the instruction.

41.2. The appeal must give a full explanation of the circumstances of the matter and clearly indicate the relief sought.

41.3. The Trustee Committee, or a Subcommittee of its members designated by it and consisting of at least two (2) members, must without undue delay convene a meeting to consider the appeal.

41.4. A written notice must be sent to the member and, where applicable, the other person concerned, at least seven (7) days before the meeting is held informing him / her / them of the meeting and inviting him / her / them to attend: Provided that if the member and, where applicable, the other person concerned, fails to attend the meeting, the Trustee Committee or the Subcommittee, as the case may be, may proceed with the meeting and dispose of the appeal.

41.5. At the meeting the member and, where applicable, the other person concerned, may present his / her / their case, but except in so far as may be permitted by the chairperson, he / she / they may not participate in the business of, or voting at, the meeting.

41.6. After the member and, where applicable, the other person concerned, has presented his / her / their case, the Trustee Committee or the Subcommittee, as the case may be, may with a minimum of two (2) Trustee Committee or Subcommittee members, as the case may be, present and voting, resolve to –

41.6.1. confirm, vary or revoke the condition or instruction; and / or

41.6.2. confirm, reduce or revoke the fine.



## LA ROCHE HOME OWNERS' ASSOCIATION

### SCHEDULE OF FINES FOR SERVICE PROVIDERS AND BUILDERS

**(payable by owner of erf where service is or will be delivered or where building work is or will be taking place)**

Rule	Description of Breach	Fine
8.1	Refusing to comply with security directives Not treating Security Personnel in co-operative and courteous manner	R500
8.2	Tampering with security equipment	R1000
8.3	Not retrieving access permit upon termination of engagement of estate agent / service provider / building contractor	R500
9.1	Employees not transported to and from site	R500
9.2	Employee not remaining on site / loitering around	R500
9.3	Bringing weapon into Estate	R500
9.4.1	Entering under influence of intoxicating substance	R500
9.4.2	Bringing intoxicating substance into or consuming same in Estate	R500
9.4.3	Using common ablution / water / electrical facility in Estate	R500
9.4.4	Using common facility / another erf as resting place	R500
9.4.5	Indulging in conduct that is unbecoming / constitutes nuisance / creates disturbance	R1000
10	Lighting fire	R500
11	Signage visible from common facility or another erf Distributing advertisement / information pamphlet / letter / note	R500
12.1 – 2	Transgressing statutory traffic regulations not dealt with in Estate Rules	Fine prescribed in W Cape <i>Traffic Law Offence Code Book</i>
12.3	Exceeding 30 km/h speed limit: 31 km/h → 39 km/h 40 km/h → 44 km/h 45 km/h → 49 km/h 50 km/h → 55 km/h 56 km/h → >	Reprieve R200 R400 R600 R800
12.4	Operating vehicle while not in possession of driver's licence	R500
12.5 – 6	Operating vehicle anywhere other than on street	R500
12.7	Operating / parking / standing of vehicle that – ▪ is not licensed / roadworthy ▪ produces excessive noise / smoke	R1000

	<ul style="list-style-type: none"> <li>▪ drips / spills lubricant / other fluid</li> <li>▪ may damage / deface common facility</li> </ul>	
13.2	<p>Parking / leaving unattended of vehicle –</p> <ul style="list-style-type: none"> <li>▪ so as to cause obstruction / impede flow of traffic</li> <li>▪ so that more than one demarcated parking bay is occupied</li> <li>▪ on common facility other than street or demarcated parking area</li> </ul>	R1000
13.3	Parking caravan / trailer / vehicle that may not be operated on public road on common facility or another erf	R500
15.1	Damaging / defacing common facility or item placed / installed / structure erected on common facility	R500
15.2	Damaging / tampering with security fence and structures Preventing proper functioning of security system	R500
15.3	Not cleaning / repairing of damaged / defaced common facility	R500
17	Using fuel-powered generator as a back-up electricity source without permission	R500
20.1	<p>Service provider present in Estate for purposes of work outside following normal working days and hours:</p> <ul style="list-style-type: none"> <li>▪ Monday – Thursday → 07:00 to 18:00</li> <li>▪ Friday → 07:00 to 17:00</li> </ul>	R1000
20.2	Service provider working on Sundays / public holidays / during period 24 December – 2 January (both days included)	R1000
23.1 – 2	Not displaying information board	R500
24.1 - 2	<p>Erecting / placing storage shed / hut –</p> <ul style="list-style-type: none"> <li>▪ without permission</li> <li>▪ exceeding specification</li> <li>▪ Erecting / placing storage shed / hut in location other than indicated</li> </ul>	R300 p/d until compliant
22.1 25.1 – 5	<p>Building work commenced before</p> <ul style="list-style-type: none"> <li>▪ building deposit paid</li> <li>▪ approval of building plans</li> <li>▪ furnishing proof of payment of building deposit</li> <li>▪ furnishing completed copy of prescribed Compliance Agreement</li> <li>▪ electricity / water supply facility installed</li> <li>▪ ablution facility provided</li> </ul>	R200 p/d until compliant
26.1	Proceeding with building work before foundations confirmed	R2000
26.2	Proceeding with building work before heights of structure confirmed on site	R2000

27.1	<p>Building work performed outside days and during hours as follows:</p> <ul style="list-style-type: none"> <li>▪ Monday to Thursday → 07:00 to 18:00</li> <li>▪ Friday → 07:00 to 17:00</li> </ul>	R1000
27.2	<p>Building work performed on following days:</p> <ul style="list-style-type: none"> <li>▪ Saturdays, Sundays or proclaimed public holidays</li> <li>▪ Builders' holidays as annually proclaimed by Trustee Committee</li> </ul>	R2000
28.1	Copy of approved building plans not on site	R500
28.4	<p>Ablution facility –</p> <ul style="list-style-type: none"> <li>▪ without sufficient supply of regular toilet paper</li> <li>▪ not kept clean / hygienic</li> </ul> <p>Chemical ablution facility not serviced weekly or as instructed</p>	R1000
29.1	Non-compliance with approved building plans / Building Manual and conditions determined / instructions given thereunder	R200 p/d until compliant
31.7	Machinery / equipment / material stored or remaining on sidewalk / in street / on common facility	R500
31.8	<p>Washing of concrete delivery vehicles off-site</p> <p>Spillage / run-off not contained on site</p>	R500
32.1	Site not kept neat and tidy	R500
32.2	Kerb / street in front of site not adequately protected	R500
32.3	<p>Street in front of site not swept –</p> <ul style="list-style-type: none"> <li>▪ at end of work day</li> <li>▪ when instructed</li> </ul>	R500
32.4	Building material mixed on street / common facility / another erf	R500
32.5	<p>Not cleaning sand / stone / cement / concrete / paint / lubricant / fluid or other material dripped / spilt / moved onto a street / a common facility / another erf</p> <p>Washing same away into sewerage system</p>	R500
32.6	<p>Not placing refuse / litter / rubble / other building waste material or item in suitable container</p> <p>Same not cleared –</p> <ul style="list-style-type: none"> <li>▪ regularly</li> <li>▪ when instructed</li> </ul>	R500
32.7	<p>Item / fluid / material that may cause blockage disposed into sewerage / storm-water system</p> <p>Blockage not cleared within 24 hours</p>	R500
32.8	Waste material burnt on site	R500
32.9	<p>Spoiling excavated plant / other material in Estate</p> <p>Same not cleared –</p> <ul style="list-style-type: none"> <li>▪ once excavation or digging completed</li> <li>▪ when instructed</li> </ul>	R500

33	Vehicle / machinery / equipment cleaned / washed in street / on common facility / another erf Spillage / run-off resulting from cleaning / washing not contained on site	R500
34	Building work not completed within 12 months / other period authorized, from the date of commencement	3 x monthly levy until compliant
36.5	Occupying dwelling before Municipality has issued occupation certificate / temporary occupation certificate	R2000 p/m until compliant

**Note:**

- (1) The Trustee Committee may in its sole discretion increase the prescribed fine by 50% for repeated breaches and ongoing non-compliance by the person in breach.
- (2) The person in breach will also be held responsible for the full cost to the Trustee Committee of remedying a breach plus a 50% administration fee in the event of such person's ongoing failure to respond to a formal notice to attend to same.
- (3) If the person in breach is not an owner, the owner concerned will be liable for paying the fine imposed / cost incurred.