



**ERF NUMBER:** \_\_\_\_\_

DATE: \_\_\_\_\_

**OWNER:** \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**BUILDING CONTRACTOR:**\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**SITE FOREMAN:** \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**MOUNT ROYAL REP:** \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

# **BUILDING CONDUCT RULES**

## **General**

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## **Purpose and Application of the RULES**

Qualification of CONTRACTORS  
Charges, Fees and Deposits  
Management and Supervision  
Security: Entry and Exit, General Movement of Vehicles and Personnel  
Site Inspection  
Contractor Boards  
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## PURPOSE AND APPLICATION

The conduct of all parties in the construction and development of **Mount Royal Golf & Country Estate (Mount Royal)** must benefit the quality of lifestyle and exclusive character of Mount Royal. The purpose of the BUILDING CONDUCT RULES (the RULES) is the regulation of all construction related activity with this in mind.

The RULES shall be constituted in terms of the Constitution of the Mount Royal Homeowner's Association (the ASSOCIATION) and are to be read in terms of the standard OFFER TO PURCHASE and associated documents, with reference to the Environmental Management Plans (EMP's).

The conditions governing building activity, that are set out in this document are rules adopted by the Association and are therefore binding on all OWNERS. Furthermore, all OWNERS are obliged to ensure that their Building Contractors (the CONTRACTORS) and/or sub-contractors are made aware of the conditions and comply strictly with them.

The ASSOCIATION shall appoint the ESTATE MANAGEMENT with the mandate to represent the common interests through maintaining a presence on the Estate and implementing the RULES.

The RULES are subject to such changes from time to time that the ASSOCIATION in its sole discretion deems to the benefit of Mount Royal, and such changes shall be immediately binding as soon as they are published on the Mount Royal website [www.mountroyalestate.co.za](http://www.mountroyalestate.co.za). The formulation of the RULES and therefore their interpretation shall be at the sole discretion of the ASSOCIATION. In the case of doubt or uncertainty regarding interpretation of the RULES the OWNER or CONTRACTOR shall approach the ESTATE MANAGEMENT for clarification.

Owners are therefore required to include the conditions in their entirety in any building contract concluded in respect of property on the Estate. This may be by attaching the RULES to the building contract, or by making explicit reference to the Rules in the contract.

The OWNER and the CONTRACTOR shall be jointly and severally liable for compliance with the regulations contained herein. The Contractor shall be responsible for the activities of all his sub-contractors and suppliers. He is therefore expected to always have competent supervision on site, with sufficient authority to control the activities of all his employees, his sub-contractors and suppliers, and in particular the manner in which deliveries are made to the site.

The ESTATE MANAGEMENT has the right to suspend any building activity in contravention of any of the conditions and accepts no liability whatsoever for any losses sustained by an OWNER as a result thereof.

The ASSOCIATION reserves the right to relax any of the provisions of this document where it in its sole discretion decides that special circumstances require it. Any concessions so made will in no way prejudice the right of the Association to enforce these regulations to the full extent where required.

ADDENDUM A - D must be completed by the CONTRACTOR prior to starting any works at Mount Royal.

THE RULES ARE TO BE READ IN CONJUNCTION WITH THE ENVIRONMENTAL MANAGEMENT PLAN FOR THE BUILT ENVIRONMENT (A copy can be requested from the ESTATE MANAGEMENT).

## REGULATIONS AND CODE OF CONDUCT

### Clause 1 QUALIFICATION OF CONTRACTORS

To be considered to be accepted as building contractor at MOUNT ROYAL ESTATE, a CONTRACTOR OR OWNER BUILDER shall:

- 1.1 Be approved by the ESTATE MANAGEMENT and registered on the Mount Royal database. The ESTATE MANAGEMENT's decision regarding the CONTRACTOR's registration shall be final, and once granted may be suspended at any time at the sole discretion of the ESTATE MANAGEMENT. The ESTATE MANAGEMENT reserves the right to limit the number of contractors allowed to operate at Mount Royal if deemed necessary to limit congestion on the ESTATE.

The registration of a CONTRACTOR by the ESTATE MANAGEMENT is intended as a reasonable precaution, but shall in itself not constitute any certification of competence by the ESTATE MANAGEMENT, and representations to the contrary shall be an offence against the ASSOCIATION.

- 1.2 Lodge an undertaking with the ESTATE MANAGEMENT as per Clause 32 herein, in respect of each erf construction. *No construction shall be allowed with this undertaking being endorsed in its entirety.*
- 1.3 Have attended one or more training sessions until the ESTATE MANAGEMENT is satisfied that the CONTRACTOR is conversant with the environmental regime for the Estate and able to train his staff, sub-contractors and agents as may be required.
- 1.4 OWNER-BUILDER  
In the case where an OWNER elects to build his/her own home, the CONTRACTOR scrutiny process will be waived and such OWNER will be required to sign an indemnity form for OWNER BUILDERS (Addendum C). OWNER BUILDERS will be under strict scrutiny in order to ensure the construction of good quality homes.

### Clause 2 CHARGES, FEES AND DEPOSITS

2.1 Fees and charges:

|            |                                              |                                             |
|------------|----------------------------------------------|---------------------------------------------|
| Clause 2.2 | Builders Damages deposit                     | R 10 000.00 (per building site, refundable) |
| Clause 2.3 | Monthly building levy (during construction)* |                                             |
|            | First year                                   | 2x monthly levy                             |
|            | Second year                                  | 4x monthly levy                             |
|            | Third year                                   | 8x monthly levy                             |
|            | More than 3 years                            | Doubles annually from previous year         |
| Clause 2.4 | Contractor's board                           | R 1 300.00                                  |
| Clause 2.5 | Employees - Registration Deposit             | R 10 000.00 (80% refundable)                |

\* In addition to normal Home Owners levy`

2.2 Damages Deposit:

- 2.2.1 Before establishing his presence on site, the CONTRACTOR shall pay a conditionally refundable damages deposit to the ESTATE MANAGEMENT, which shall be applied by the ESTATE MANAGEMENT at its sole discretion in terms of these RULES for the purposes of enforcing the regulations contained herein. The deposit shall be the responsibility of the CONTRACTOR to ensure that this amount remains intact by paying all his dues, whether damages, fines or levies, to the ESTATE MANAGEMENT as they arise. The OWNER and the CONTRACTOR shall be jointly and severally liable

for the payment of the deposit, damages, fines, or levies pertaining to these RULES. Non-payment of such amounts due shall be grounds for refusing the CONTRACTOR entry to the ESTATE.

2.2.2 The deposit will also be used to cover damage to adjacent off-site property caused in the building process, and/or any other damage referred to in Clause 24. The damage attributable to the CONTRACTOR shall be quantified by the ESTATE MANAGEMENT and their assessment shall be final and binding on the OWNER and the CONTRACTOR.

2.2.3 The ESTATE MANAGEMENT reserves the right to charge on a time and cost basis for demands placed on the ESTATE MANAGEMENT by the OWNER or CONTRACTOR that in the discretion of the ESTATE MANAGEMENT are inordinate or that are not constructive in resolving any matter at hand. Should the ASSOCIATION deem it necessary to incur legal costs in the course of matters arising between the ASSOCIATION and the OWNER or CONTRACTOR, the OWNER and CONTRACTOR shall be jointly and severally liable for such costs.

2.2.4 The balance of the deposit will be refunded to the depositor once:

- On completion and signing off of the building and related activities to be to the satisfaction of the ESTATE MANAGEMENT;
- Reinstatement of all plot pegs;
- The Municipal Certificate of Occupancy has been issued and a copy provided to ESTATE MANAGEMENT; and
- All levies and fines are paid in full (if not, the outstanding monies will be subtracted from the deposit refund amount)

### 2.3 Building Levy

Payable for the duration of the construction period (in addition to the ESTATE levy). Building levies will be charged until the Certificate of Occupancy has been received by ESTATE MANAGEMENT and all outstanding work listed in the Estate Completion Certificate have been attended to, to the satisfaction of the ESTATE MANAGEMENT.

The levy includes for 2 components:

#### 2.3.1 Building inspection fee

Regular inspections will be performed to:

- i) Monitor damage to ESTATE property, roads, kerbs, etc.
- ii) Ensure CONTRACTORS do not trespass.
- iii) Ensure environmental requirements are adhered to.
- iv) Enforce the Architectural Guide.
- v) Ensure OWNERS do not deviate from the approved plans.
- vi) Enforce the Building Conduct Rules.
- vii) Issue fines where applicable.
- viii) Issue ESTATE completion CERTIFICATES on final completion of the building works.

#### 2.3.2 Contribution towards road maintenance

Part of the building levy will be applied towards the road maintenance fund for the duration of the construction period. These payments will be utilised for maintenance and repair of damaged roads due to abnormal loads, etc. Contributions towards this fund shall be in addition to fines, penalties or damages charged on particular incidents for which the OWNER and/or CONTRACTOR will be held liable in full.

### 2.4 CONTRACTOR's Information Board

A once-off payment is payable to obtain a CONTRACTOR's board as specified by the ESTATE MANAGEMENT. This board primarily serves the purpose of:

- i) Aid to delivery vehicles in finding delivery addresses.
- ii) Easy, quick access to OWNER / CONTRACTOR / architect.
- iii) Maintaining the aesthetic profile of the ESTATE.

- 2.5 Employee Deposit
- 2.5.1 Each Contractor and Sub-Contractor shall pay a deposit in respect of each employee registered with Estate Security.
- 2.5.2 Part of the employee deposit will be refundable to the CONTRACTOR or SUB-CONTRACTOR once such employee is de-registered with Estate Security.

### Clause 3 MANAGEMENT AND SUPERVISION

- 3.1 The CONTRACTOR / OWNER ensure that their construction site will be supervised at all times during construction by a responsible supervisor / foreman, who will be registered with the Estate Management. The supervisor shall be responsible for reporting to the ESTATE MANAGEMENT any damage to the Estate caused any person including the CONTRACTOR / OWNER.
- 3.2 The OWNER shall ensure that suitably qualified and experienced person(s) are appointed to manage construction supervision and/or contract supervision on behalf of the OWNER. The occasional site inspections by the inspectors of the ESTATE MANAGEMENT and Municipality shall not be regarded as construction supervision.
- 3.3 The inspector appointed by the ESTATE shall from time to time inspect the works. Such inspection serves only to ensure that the construction complies with the requirements set in the Mount Royal Architectural Guide and the Building Conduct Rules. The ESTATE MANAGEMENT shall not be held responsible in any way for deviated, inferior, incorrect, illegal or non complying work.
- 3.4 The Municipal building inspector shall from time to time inspect the works. Such inspection aims to ensure that the completed construction complies with the National Building Regulations, local bylaws and any other relevant legislation. It further serves to ensure that the construction on the whole does not deviate from the approved building plans. The Municipality shall not be held responsible in any way for deviated, inferior, incorrect, illegal or non complying work.
- 3.5 This provision will apply from the start of construction until handing over of the house / project to the client.

### Clause 4 SECURITY: ENTRY AND EXIT, GENERAL MOVEMENT OF VEHICLES AND PERSONNEL

- 4.1 CONTRACTOR'S personnel may enter or leave the ESTATE only through the CONTRACTORS' Entrance and by vehicle only. Personnel arriving on foot will not be permitted entry to the Estate unless there is a vehicle to meet them outside the ESTATE gate. No workers will be permitted on any part of the golf course or on property other than that on which they are authorized to work. All movement between sites and the entrances will be by vehicle only.
- 4.2 CONTRACTORS shall be responsible and accountable for the activities of their drivers and all occupants of their vehicles and for their compliance with security arrangements that will be promulgated from time to time.
- 4.3 **Each construction site is to be managed by the CONTRACTOR or his designated representative. It is the responsibility of the CONTRACTOR to ensure that all persons employed on a specific construction site conform to the security regulations, failing which the CONTRACTOR may be denied access to Mount Royal.**
- 4.4 Sub-contractors and ad hoc contractors will be regarded as employees /agents of the CONTRACTOR. Before being granted admission to the ESTATE, a sub-contractor shall:
- 4.4.1 Be registered with the ESTATE SECURITY by the CONTRACTOR;
- 4.4.2 Sign an undertaking to be bound by the various instruments governing the ESTATE, including these RULES;

- 4.4.3 Undertake to vacate the ESTATE immediately if instructed to do so, which undertaking the CONTRACTOR shall endorse; and
- 4.4.4 Undertake in writing to indemnify the CONTRACTOR for fines incurred by the CONTRACTOR as a result of the actions of the SUB-CONTRACTOR.

## **Clause 5 SITE INSPECTION**

- 5.1 Before any construction can take place the CONTRACTOR and the ESTATE MANAGEMENT must inspect the site and note in writing the condition of the kerbs (with photograph) and adjacent erven. The corner pegs of the house must be placed correctly and the nearest point to the road and golf course must be indicated.
- 5.2 After completion of the project, the CONTRACTOR must obtain a COMPLETION CERTIFICATE as issued by the ESTATE MANAGEMENT – to certify that the house was built according to the approved drawings, that all damages to roads, kerbs and adjacent properties are noted, all plot pegs have been reinstated and all costs of making good paid for by the CONTRACTOR.

## **Clause 6 CONTRACTOR ADVERTISEMENT BOARDS**

No advertising boards will be permitted on the ESTATE other than the official board supplied by the ESTATE MANAGEMENT.

## **Clause 7 FENCING AND SCREENING**

- 7.1 Prior to the commencement of building activities, the CONTRACTOR shall put up temporary fencing in accordance with the approved standards of the Estate. This is in order to:
- i) Ensure that access to the construction site is limited to his construction personnel, and
  - ii) Screening of unsightly storage and other areas.
- 7.2 Poles and netting will be supplied by ESTATE MANAGEMENT.
- 7.3 The CONTRACTOR shall submit a fencing diagram to the Estate building control officer, indicating where the fence will be erected. Where permission was received to make use of a neighbouring site, the neighbouring site must be included in the plan, and must be enclosed as well to span across the entire building site. Such diagram shall be signed off by the Estate building control officer prior to construction of the fence.
- 7.4 Fencing of the street boundary must be indicated on the fencing diagram. It is preferred that the street boundary is fenced, with access gate. It must be practical for deliveries and will differ from site to site. The street fencing is therefore site specific, as agreed with and signed off by the Estate building control officer.
- 7.5 The temporary fence shall be constructed as follows:
- i) 79-125mm gum poles minimum 2m long, must be firmly planted in concrete at maximum 3m centers.
  - ii) 3 strands of evenly spaced 2mm wire to be fixed to poles in (i) above to carry the tension in windy conditions.
  - iii) 80% green shade netting, 1.5m high (100mm above NGL) to be fixed to poles with 22x44mm pine strips (see photographss as well as figure 1 below)
  - iv) Gates shall be of suitable construction, with 80% green shade netting, to match fence height.
  - v)

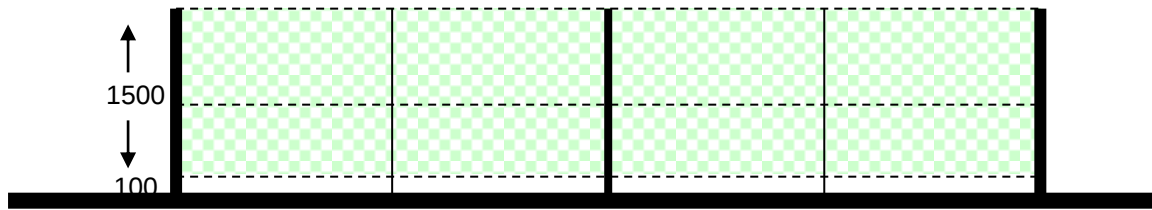
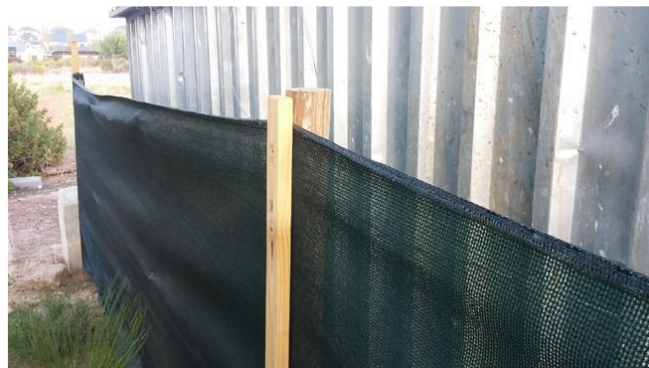


Fig 1



- 7.6 The fence and gates shall be kept in neat order throughout the construction process until boundary walls are completed and/or paving and landscaping installed, as deemed practical. Damaged netting must be replaced by the contractor. No holes larger than a tennis ball will be accepted in the netting.

## Clause 8 TEMPORARY ENCROACHMENT

- 8.1 **Unless written permission to encroach** on to adjacent site(s) has been obtained on the prescribed form (attached Addendum A) from the adjacent site owner(s) and lodged with the ESTATE MANAGEMENT, building activities, the CONTRACTOR'S and sub-contractors' employees, delivery personnel, and as far as practically possible their vehicles,

may not encroach onto adjacent sites or public open space. The encroached site must also be fenced-off as per Clause 7.

- 8.2 Permission to encroach on to common areas, public open space or golf course areas must be obtained from the ESTATE MANAGEMENT. Permission will be granted in exceptional circumstances only.
- 8.3 OWNERS and CONTRACTORS should note that where verge landscaping has already been completed, only limited off-street storage and site access would be available. Arrangements must be made via the ESTATE MANAGEMENT to remove plant material where possible or to protect it during construction. The ESTATE MANAGEMENT reserves the right to replace plant material at the OWNER's expense should material be irrevocably damaged.
- 8.4 All areas of special ecological significance will be demarcated as "No-Go" areas and fenced off. Such areas are out of bounds to the Owner, any Contractor and his staff, sub-contractors and their staff or suppliers and their staff and to any other person involved in the construction, without written permission from the ESTATE MANAGEMENT. The Owner and Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or material enter any "No go" area at any time. Transgressions of this provision will be viewed in a very serious light.

## **Clause 9 WORKING HOURS**

- 9.1 CONTRACTORS are permitted on the Estate between 07h00 and 18h00 on weekdays only. No regular CONTRACTOR activity is permitted on the Estate on Saturdays or Sundays.
- 9.2 CONTRACTORS who need to work on Saturdays will have to apply for permission to do so from the ESTATE MANAGEMENT by no later than the Thursdays at 15h00. Permission must be in writing and will only be granted in the latter stage of construction and for finishing work that does not result in noise and other inconveniences to residents. A dedicated supervisor must be present at all times.
- No work will be allowed on Saturdays without written permission.**
- 9.3 No construction will normally be allowed on Public Holidays, however the ESTATE MANAGEMENT reserves the right to allow construction under special circumstances.
- 9.4 **The CONTRACTOR must ensure that unauthorized entry to construction sites is not attempted during and after construction hours.**

## **Clause 10 PROTECTION OF NATURAL FEATURES, FLORA AND FAUNA**

Refer to the Environmental Management Plan.

### **USE AND MAINTENANCE OF MACHINERY AND VEHICLES:**

Where practical, all maintenance shall be performed in workshops. If it is necessary to do maintenance outside of a workshop area, the Contractor shall obtain the approval of the ESTATE MANAGEMENT prior to commencing activities. Special procedures are to be observed where permission is granted.

## **Clause 11 REMOVAL OF TREES AND OTHER VEGETATION**

Refer to the Environmental Management Plan.

## Clause 12 TOILET FACILITIES

- 12.1 Before ANY building activities commence, an adequate chemical or flush toilet must be erected and properly tied down, within the site boundaries in a position that will be screened from the view of the golf course, neighboring houses, public open space and all streets. Corrugated iron structures to be painted dark green.
- 12.2 **Only toilet paper to be used in flush toilets.**  
**The use of newspaper, cement bags, etc . will result in a fine as well as the cost of cleaning of the sewer line.**
- 12.3 A suitable screen to be erected around the toilet door entrance (80% shade cloth). This to restrict all view inside the facility. Layout as indicated in Fig 2 below:

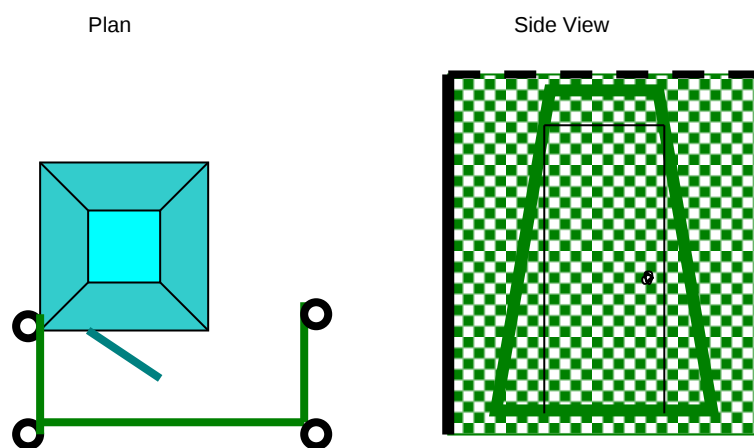


Fig 2

## Clause 13 STORAGE FACILITIES

- 13.1 To minimise theft of equipment and materials from the site, a shipping container (painted green to match the Mount Royal signage) must be available before commencement of any building activity to store theft-worthy materials. Materials and equipment shall be stored at the risk of the CONTRACTOR. No container other than shipping containers will be allowed on the ESTATE. A maximum of 2 containers will be allowed per site.
- 13.2 Site storage facilities as well as all activities, materials and accessories shall be confined within the erf boundary where construction has been mandated, unless otherwise approved in writing by the ESTATE MANAGEMENT.
- 13.3 Materials shall be properly protected against wind and water erosion into the storm water system, roads or other property. CONTRACTORS are specifically prohibited from allowing sand and other loose materials from being swept or washed into stormwater catch-pits. Loose sand must not be left to spread over the building site and must be regularly heaped, and the heaps to be covered with an adequately secured shade cloth, **especially before leaving the premises each day.**
- 13.4 A leak proof container must be used for the storage of oiled equipment (where applicable).

## Clause 14 CONSTRUCTION

During construction the following must be strictly adhered to:

- 14.1 Cement mixing areas shall be lined with concrete or plastic to prevent spillages and shall be placed within the development footprint. No cement run-off from building sites onto golf course, public open space, roads, drains or into dams or water features.
- 14.2 No excess material in storm water system.
- 14.3 All drains/sewers etc. are deemed to be clear on occupation of the site – any subsequent blockages are the CONTRACTOR's responsibility.
- 14.4 Connection points for electricity, water, sewerage, Telkom will be indicated. If required, the ESTATE MANAGEMENT can expose these **at the Contractor's cost**.
- 14.5 A drainage sump must be created at all water standpipes during construction.

## Clause 15 WATER AND ELECTRICITY CONNECTIONS

- 15.1 Application for the supply and installation of a water meter is to be directed to the local authority. Application forms can be obtained from the ESTATE office. Take note: Due to the nature of the application, OWNERS are required to sign these documents themselves.
- 15.2 **Only Pre-Paid Electricity Meters are permitted.** The supply and installation application forms and meters must be obtained from the local authority. Application forms can be obtained from the ESTATE office. Take note: Due to the nature of the application, OWNERS are required to sign these documents themselves.

## Clause 16 QUALITY CONTROL AND DEVIATIONS

- 16.1 The ESTATE MANAGEMENT or DEVELOPER is not responsible for quality control, but has the right to inspect the building at any time during construction and to stop all building work if construction problems are found. Any building CONTRACTOR / SUPERVISOR that cannot achieve the standards required will be refused to do any further work on the estate.

## Clause 17 DISPOSAL OF RUBBISH

- 17.1 Before building operations commence, suitable containers for the ongoing accumulation of litter, plastic bags, cement bags, etc., shall be placed on site. The containers must be weather and wind proof with proper lids, and must be emptied, and the contents removed from the Estate at appropriate intervals. All containers to be emptied on Fridays as well.
- 17.2 The following items must be accommodated on site:
  - Refuse bins which are weather and wind proof, with proper lids.
  - One type ABC (all purpose) 12,5 kg fire extinguisher.
  - Four fire beaters per stand.
  - Drip trays (where applicable).
  - Leak proof container for the storage of oiled equipment (where applicable).
- 17.3 Burning of rubbish and fires generally, are not permitted under any circumstances.

## Clause 18 DISPOSAL OF RUBBLE

- 18.1 During building operations, rubble must be accumulated in one suitable pre-designated area within the boundaries of the site. Litter shall not be mixed with building rubble. All sites to be cleared of rubble by Fridays. All streets and frontages must be kept clear of rubble at all times. Tarred/paved roads affected by building operations must be swept daily and hosed clean before vacating the site every Friday. Rubble smaller than a skip size must be totally enclosed each Friday. Rubble skip size and more must be removed every Friday or incur penalties.
- 18.2 If the ESTATE MANAGEMENT have proof to their own satisfaction that a CONTRACTOR has dumped his rubble on any other erf in **Mount Royal**, whether private or common, or outside of Mount Royal other than at an official dumping ground, the CONTRACTOR shall pay a penalty of 5 (five) times the cost of removing such illegally dumped rubble.

## Clause 19 DISPOSAL OF FILL

During building operations, fill arising from building activities can be accumulated within the boundaries of the site and if not required for landscaping purposes or by the DEVELOPER, must be removed at appropriate intervals.

## Clause 20 DELIVERIES

- 20.1 Deliveries from SUPPLIERS must be scheduled for during working hours only. Delivery vehicles will not be allowed entry after 17h00 on weekdays, if they are unlikely to be in a position to exit before 18h00.
- 20.2 Vehicles carrying abnormally large or heavy loads may be denied access to certain parts of the Estate. **Similarly, abnormally long or articulated vehicles will not be permitted entry** for practical reasons. Suitable advance arrangements must be made with suppliers in this regard. Vehicles that will deposit dirt or oil on the roads will be denied access.
- 20.3 Load bearing vehicles shall be restricted to the road surface, and allowed to turn around at designated points only. Only fixed axle vehicles within the following specifications shall be allowed to enter Mount Royal:
- Maximum length - 9,1 m
  - Maximum width - 2,6 m
  - Maximum gross mass – 20 000 kg
  - Maximum axle mass – 8 000 kg
- This must be kept in mind when ordering material such as bricks, sand etc.**
- 20.4 Any damage caused by delivery vehicles or other vehicles entering **Mount Royal** shall be made good by the CONTRACTOR on demand at the sole discretion of the ESTATE MANAGEMENT.
- 20.5 Where materials are off-loaded by a supplier and encroach on to the verges or road, the CONTRACTOR must move these materials immediately on to the site. **No materials may be allowed to remain on the verges or road and it is the CONTRACTOR's responsibility to clean the verges and road of all such materials.** This also applies to sand or rubble washed or moved on to the verges or road during building operations.

## Clause 21 SPEED LIMITS & TRAFFIC REGULATIONS

- 21.1 **The general speed limit on site shall be 30 km/h and 25 km/h in the case of load bearing vehicles.** The driver of any vehicle considered by the ESTATE MANAGEMENT to be exceeding the speed limits will be stopped and warned. A subsequent transgression by the same driver will result in the driver being denied access to the ESTATE and the building CONTRACTOR being fined. Only licensed drivers are permitted to drive vehicles on the ESTATE. All drivers must adhere to all traffic regulations and signage as for normal public driving.

- 21.2 The CONTRACTOR shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes. Should additional roads be required it must be approved by the ESTATE MANAGEMENT. All temporary access routes shall be rehabilitated at the end of the contract to the satisfaction of the ESTATE MANAGEMENT.

## **Clause 22 NOISE**

All noise on site must be kept to a minimum. Where objections to excessive noise are lodged by nearby residents, the ESTATE MANAGEMENT will take appropriate action.

## **Clause 23 SLEEPING ON SITE**

Under no circumstances may any employee of a CONTRACTOR and SUB-CONTRACTOR reside or sleep on a building site during the period of construction. Anyone found doing so would be evicted from the ESTATE. Written applications, made to the ESTATE MANAGEMENT for permission for a bona fide uniformed security person to patrol specific properties at designated times, will be considered on individual merit.

## **Clause 24 DAMAGE**

Owners and the the CONTRACTOR shall be responsible for any damage caused by them or their agents on the Estate including, without affecting the generality hereof, damage to kerbs, verges, plants on the sidewalks, common and golf course areas and Estate, Golf Club and private property. Excavated material may not be stored on fynbos areas.

## **Clause 25 PROTECTION OF WILDLIFE**

Any person found disturbing, harming or destroying any animal, reptile or bird, or setting any traps or snares will be summarily evicted from the ESTATE and may be prosecuted in terms of Wildlife Protection Legislation. No person associated with building or allied activities on Mount Royal will be permitted to fish from ESTATE dams.

## **Clause 26 UNDESIRABLE CONDUCT**

Should the ESTATE MANAGEMENT be dissatisfied with the conduct of any CONTRACTOR, SUB-CONTRACTOR or supplier, the ESTATE MANAGEMENT may react as deemed necessary, and/or suspend building activity and / or refuse the offending party entry on to the ESTATE until such undesirable conduct is rectified.

## **Clause 27 SITE SAFETY & SECURITY**

OWNERS and the CONTRACTOR are responsible for ensuring that all legislated requirements are complied with in terms of the Occupational Health & Safety (OHS) Act, Act No 85 of 1993 and Regulations. Although the ESTATE MANAGEMENT is not responsible for the enforcement of the OHS Act, the ESTATE MANAGEMENT reserves the right to intervene in activities that constitute unsafe practice.

## Clause 28 DEVIATIONS FROM APPROVED DRAWINGS DURING AND AFTER CONSTRUCTION

- 28.1 It is the duty of the OWNER to ensure that the ESTATE MANAGEMENT is in possession of a copy of the latest approved plans before any construction commences.
- 28.2 Any changes to the exterior of a completed residence or garden structures (such as new paint colours, enclosure of patios or balconies, new garden / boundary walls) shall be discussed with and approved in writing by the ARC prior to ordering of any materials or work commencing.
- 28.3 The ESTATE MANAGEMENT will monitor all buildings for deviations on an ongoing basis. Where building work deviates from approved plans, all building works must cease with immediate effect. **Building may not continue while an amended plan is being drawn up and submitted for approval.** The amended plan must be approved before work can continue. **All appropriate fees must accompany the submission of the rider plan.** The ESTATE MANAGEMENT has been authorized to stop all building work should any such building deviations come to light.
- 28.4 Should a house under construction deviate from the approved drawings and this was not noticed by the ESTATE MANAGEMENT, the deviation shall not be construed as being approved. OWNERS will be held responsible for rectifying these deviations for up to 12 months after the offense has taken place. All costs and penalties will be for the OWNER's account.
- 28.5 **Owners will be fined for major deviations (such as building line infringements, deviations to the building mass) without prior approval. Where the Owner is instructed by Management to rectify and adhere to the design requirements, all costs for alterations such as refinishing, demolition and reconstruction will be for the cost of the Owner.**

## Clause 29 FINES

- 29.1 Please refer to Addendum D for a comprehensive list of transgressions and fines.
- 29.2 A fine per incident, or per time period, may be charged. The time periods in question will be according to the urgency of the matter at hand, and decided in the sole discretion of the ESTATE MANAGEMENT. The ESTATE MANAGEMENT reserves the right to refuse CONTRACTORS to continue construction / refuse access to the premises until rectification of transgressions have been made to the satisfaction of the ESTATE MANAGEMENT and fines have been paid in full. A full list of examples of fines may be presented by management from time to time and can be amended by management from time to time, this list does also not necessarily include all possible fines but just an example of the type of fines and penalty applicable per transgression.
- 29.3 Any disputes around fines will be dealt with by the ESTATE MANAGEMENT at its sole discretion. The ESTATE MANAGEMENT reserves the right to refuse CONTRACTORS to continue construction / refuse access to the premises until rectification of transgressions have been made to the satisfaction of the ESTATE MANAGEMENT and fines have been paid in full.
- 29.4 Penalty for moving in without Occupancy Certificate from Municipality: Double monthly Builders Levy in addition to the Home Owners Levy and Builders Levy (i.e. total of 4x monthly Home Owners Levy)

## Clause 30 GENERAL NEATNESS AND APPEARANCE

The CONTRACTOR must at all times ensure the general neatness and good appearance of construction sites. The ESTATE MANAGEMENT reserves the right to intervene where the general neatness and appearance of construction sites are not in line with the profile of the Estate. It is the duty of the CONTRACTOR's management / supervisory staff to inspect construction sites prior to the close of daily activity.

## **Clause 31 MANAGEMENT MEETINGS**

The CONTRACTOR or his representative may from time to time be required to attend general meetings with the ESTATE MANAGEMENT at a time and place to be determined by the ESTATE MANAGEMENT. The CONTRACTOR will be informed in by e-mail and/or whatsapp of such meetings.

## **Clause 32 PROGRESS AND BUILDING PERIOD**

- 32.1 Once construction commences, steady progress shall be made. Should steady progress during the construction period exceed 12 months, the CONTRACTOR shall obtain written permission from the ESTATE MANAGEMENT to extend the construction period as agreed between the parties. Additional building levies will be charged for and extended building period.
- 32.2 Permission for such extension may be suspended if construction does not progress with due haste.
- 32.3 Should the extension be suspended or if the CONTRACTOR does not apply for extension, the building levy will increase substantially.



### **Clause 33      ACKNOWLEDGEMENTS AND UNDERTAKINGS BY THE OWNER AND CONTRACTOR \***

- 33.1      The OWNER and CONTRACTOR acknowledge that Mount Royal constitutes a structured environment of property ownership for the benefit of all OWNERS and that this by definition means greater regulation of rights and duties at the expense of individualism than in an unstructured environment of property ownership where more individualism is possible.
- 33.2      The OWNER and CONTRACTOR expressly undertake to:
- 33.2.1      Abide by the RULES herein contained;
- 33.2.2      Submit to the authority of the ESTATE MANAGEMENT in all matters delegated to the ESTATE MANAGEMENT and to maintain the utmost good faith in this regard;
- 33.2.3      Comply immediately with any order of the ESTATE MANAGEMENT pertaining to any aspect of the works, behaviour of their personnel, subcontractors and agents, or any other matter under the jurisdiction of the ASSOCIATION;
- 33.2.4      In the case of a dispute, to comply promptly with any order to cease the works, partially or completely as the case may be, and with any order withdrawing the right of access to the ESTATE to the CONTRACTOR or his personnel, agents, vehicles or deliveries, until such order is rescinded in writing.
- 33.2.5      Pay moneys promptly when due to the ASSOCIATION, albeit deposits, costs, fines, levies or damages.
- 33.3      The OWNER and the CONTRACTOR acknowledge that the costs of complying with orders from the ESTATE MANAGEMENT in terms of its mandate, whether such costs be direct or consequential, shall be for the account of the OWNER and the CONTRACTOR as applicable, and in no circumstances give grounds for any claim against the ASSOCIATION or the DEVELOPER, or for the suspension or extension of the time frame allowed for the completion of a dwelling on the Property;
- 33.4      By their signatures hereto, the OWNER and the CONTRACTOR acknowledge that:
- 33.4.1      They understand the content of the RULES and agree to be bound by its provisions and by those additions and / or amendments to its provisions that may be introduced from time to time, and to see to it that their employees, sub-contractors and agents will abide by the same provisions; and
- 33.4.2      Uncooperativeness, or otherwise inappropriate behaviour towards the ASSOCIATION or its appointees, or the failure to maintain the required deposit with the ESTATE MANAGEMENT constitute grounds for immediate suspension of the CONTRACTOR's registration in terms of Clause 1 hereof; and
- 33.4.3      By their signatures hereto, the OWNER and the CONTRACTOR agree to be bound by all other instruments regulating conduct on the ESTATE, whether imposed by the ASSOCIATION or by any relevant authority, and to see to it that their employees, sub-contractors and agents will abide by the same provisions.
- 33.6      The OWNER and the CONTRACTOR acknowledge that ESTATE SECURITY will not be responsible for providing security services to the CONTRACTOR, or for protecting his personnel or assets.
- 33.7      The OWNER and the CONTRACTOR acknowledge that the OWNER, his professional teams and/or his agents are fully responsible for construction supervision and contract administration. Inspections by the inspectors of the ESTATE MANAGEMENT and Municipality will not be construed as site supervision on behalf of the OWNER.

33.8 The OWNER and the CONTRACTOR acknowledge that no deviations may be made from the approved building plans, that the OWNER may be fined for such transgression and that the ESTATE MANAGEMENT is not obliged to support any application for deviating work already constructed.

Note: All the previous pages to be initialised by the OWNER and CONTRACTOR before signing.

**SIGNED:**

.....  
OWNER\*\*

.....  
DATE

.....  
MAIN CONTRACTOR

.....  
DATE

.....  
NAME OF CONTRACTOR

.....  
ERF NUMBER

Note: \* All Sub-Contractors will be required to sign a similar form.

\*\* If the development of sites is being undertaken by appointed representatives of OWNERS, acceptable authority for those representatives to act on OWNERS' behalf must be attached to this document.

**CONTACT DETAILS:**

**CONTRACTOR** .....

Telephone .....

Contact person .....

Cellphone .....

Physical Address .....

Postal Address .....

.....

.....

.....

.....

E-mail address .....

**OWNER** .....

Telephone .....

Contact person .....

Cellphone .....

Physical Address .....

Postal Address .....

.....

.....

.....

.....

E-mail address .....

**BANKING DETAILS FOR REPAYMENT OF DEPOSIT**

Bank .....

Account number .....

Account name .....

Branch code .....



#### **Clause 34      ACKNOWLEDGEMENTS AND UNDERTAKINGS BY SUB-CONTRACTOR**

- 34.1            With regard to conduct on MOUNT ROYAL GOLF AND COUNTRY ESTATE, the undersigned SUB-CONTRACTOR expressly undertakes to:
- 34.1.1        Abide by the RULES herein contained;
- 34.1.2        Submit to the authority of the CONTRACTOR, the MOUNT ROYAL HOME OWNERS ASSOCIATION ("the ASSOCIATION") and the ESTATE MANAGEMENT and to maintain the utmost good faith in this regard;
- 34.1.3        Comply immediately with any order of the CONTRACTOR and/or the ESTATE MANAGEMENT regarding any aspect of the works, behaviour of their personnel and labourers or any other matter under the jurisdiction of the ASSOCIATION;
- 34.1.4        In the case of a dispute, to comply promptly with any order to cease the works, partially or completely as the case may be, and with any order withdrawing the right of access to the ESTATE to the SUB-CONTRACTOR or his personnel, vehicles or deliveries, until such order is withdrawn in writing.
- 34.2            By their signatures hereto, the SUB-CONTRACTOR and the CONTRACTOR acknowledge that:
- 34.2.1        The costs of complying with orders from the ESTATE MANAGEMENT in terms of its mandate, whether such costs be direct or consequential, shall be for the account of the SUB-CONTRACTOR and the CONTRACTOR as applicable, and in no circumstances give grounds for any claim against the ASSOCIATION or the DEVELOPER;
- 34.2.2        Transgression of any rules governing the ESTATE, uncooperativeness, or otherwise inappropriate behaviour towards the ASSOCIATION or its appointees shall attract fines and/or damages payable by the CONTRACTOR to the ASSOCIATION, and/or suspension of the SUB-CONTRACTOR's right of access to the ESTATE.
- 34.3            By their signatures hereto, the SUB-CONTRACTOR and the CONTRACTOR
- 34.3.1        Undertake to settle any difference or dispute between themselves at the CONTRACTOR's fixed address of business and shall refrain from entering or seeking to enter the ESTATE for the purpose of addressing such dispute;
- 34.3.2        Agree to be bound by all written instruments regulating conduct on the ESTATE, whether imposed by the ASSOCIATION or by any relevant authority and to see to it that their employees and agents will abide by the same provisions;
- 34.3.3        Acknowledge that ESTATE SECURITY will not be responsible for providing security services to the sub-CONTRACTOR, or for protecting his personnel or assets.
- 34.3.4        The OWNER and the SUB-CONTRACTOR acknowledge that no deviations may be made from the approved building plans, that the OWNER may be fined for such transgression and that the ESTATE MANAGEMENT is not obliged to support any application for deviating work already constructed.

Note: All the previous pages to be initialised by the OWNER and CONTRACTOR before signing.

**SIGNED:**

.....  
SUB-CONTRACTOR

.....  
DATE

.....  
NAME OF SUB-CONTRACTOR

.....  
CONTRACTOR / AUTHORISED REPRESENTATIVE

.....  
DATE

.....  
NAME OF CONTRACTOR / AUTHORISED REPRESENTATIVE

.....  
ERF NUMBER

**CONTACT DETAILS:**

**SUB-CONTRACTOR**.....

Telephone .....

Contact person .....

Cellphone .....

Physical Address .....

Postal Address .....

.....

.....

.....

.....

E-mail address .....



**ADDENDUM A**  
**TEMPORARY ENCROACHMENT (Storage of Building Material)**

To: ..... Date .....

.....

.....

Hereby permission is given to use Mount Royal Erf no..... during construction on Erf no ....., under the following conditions:

1. The Building Contractor undertakes to leave the erf in the same condition as found. The Contractor accepts any ruling by the ESTATE MANAGER as to what constitutes due compliance with this condition.
2. No concrete or dagha to be mixed on the erf.
3. No plants or trees to be damaged. Trees to be fenced off if necessary.
4. Roads and kerbs should be protected and left in perfect condition.
5. Fencing requirements must be adhered to.
6. The Building Contractor agrees to vacate the erf forthwith if this permission should be withdrawn.

**REQUESTED BY:**

|                        |                      |
|------------------------|----------------------|
| CONTRACTOR .....       | Telephone .....      |
| Contact person .....   | Cellphone .....      |
| Physical Address ..... | Postal Address ..... |
| .....                  | .....                |
| .....                  | .....                |
| E-mail address .....   | Date .....           |

**PERMISSION TO USE ERF IS HEREBY GRANTED BY:**

|             |            |
|-------------|------------|
| OWNER ..... | Date ..... |
|-------------|------------|



## ADDENDUM B

### INDEMNITY FORM (OWNER)

#### TO BE COMPLETED BY THE HOME OWNER

1. I / We .....

ID number / Registration number .....

2. And .....

ID number / Registration number .....

Married in / out of Community of Property

Hereby declares as follows:

1. I am / We are the registered OWNER(S) of Erf ....., Malmesbury.
2. I / We hereby confirm that it is my / our duty as members of the Mount Royal Golf and Country Estate Home Owners Association to acquaint myself / ourselves and to comply with the provisions of all laws, regulations, by-laws, Mount Royal Golf and Country Estate Home Owners Association Constitution, Mount Royal Golf and Country Estate Building Conduct Rules and the like, in so far it may apply to the ownership, occupation or improvement of any erf in Mount Royal Golf and Country Estate.
3. I / We hereby indemnify and hold harmless the Mount Royal Golf and Country Estate Home Owners Association and the Management Committee jointly and severally against any financial loss or damage or costs or expenses incurred by them or any of them in consequence, directly or indirectly of any failure to comply with any such laws, regulations, by-laws, Mount Royal Golf and Country Estate Home Owners Association Constitution, Mount Royal Golf and Country Estate Building Conduct Rules and the like.
4. I / We hereby irrevocably undertake not to institute any claim whatsoever nature or cause, originating from the improvement of my property on the Mount Royal Golf and Country Estate against the Mount Royal Golf and Country Estate Home Owners Association or the Management Committee.
5. I / We shall abide by the Mount Royal Golf and Country Estate Building Conduct Rules as well as all other related documentation.
6. I / We have successfully enrolled my / our house with the NHBRC.

THUS DONE AND SIGNED AT ..... on the ..... day of .....20.....

OWNER: ..... Witness: .....

OWNER: ..... Witness: .....

**CONTACT DETAILS**

OWNER ..... Telephone .....

Contact person ..... Cellphone .....

Physical Address ..... Postal Address .....

.....

.....

E-mail address .....



## ADDENDUM C

### PERMISSION TO DO WORK ON ESTATE PROPERTY (TO BE COMPLETED BY CONTRACTOR)

I, .....the CONTRACTOR / registered OWNER of Erf .....  
hereby apply for permission to do work on ESTATE land and acknowledge / agree to the following:

1. I will acquaint myself with all the underground services within 20m from where work is to be performed;
2. No mechanical digging will take place within 5m from any pipes or cables;
3. I take full responsibility for any work performed by CONTRACTORS and / or their SUB-CONTRACTORS;
4. Any damage to ESTATE infrastructure will be for my account and will be paid in full within 14 days of notification of cost.

OWNER / CONTRACTOR: .....

Witness: .....

OWNER / CONTRACTOR .....

Telephone .....

Contact person .....

Cellphone .....

Physical Address .....

Postal Address .....

.....

.....

.....

.....

E-mail address .....

Painting of House – colour not approved by board. Written warning      100%      200%



## ADDENDUM D

### BUILDING FINES

| CLAUSE    | SUBJECT                                  | OFFENCE                                                                            | AMOUNT                                                                         |
|-----------|------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Clause 3  | Management and supervision               | Personnel left unsupervised repeatedly.                                            | R 1 000 per offence                                                            |
| Clause 4  | Security Entrance exit General movement. | Personnel found wandering outside building site.<br>Disobeying orders by Security. | R 1 000 per offence                                                            |
| Clause 5  | Site Inspection                          | Disallowing inspector access to site.                                              | R 5 000 per offence                                                            |
| Clause 6  | Contractors Board                        | Failing to display / keep in order                                                 | R 500 per offence                                                              |
| Clause 7  | Fencing and screening                    | Fence down<br>Holes in fence                                                       | R 500 per offence                                                              |
| Clause 8  | Encroachment                             | Encroaching on neighboring site or Estate property.                                | R 1 000 per offence                                                            |
| Clause 9  | Working Hours                            | Entering/leaving Estate outside office hours                                       | R 1 000 per offence                                                            |
| Clause 10 | Protection of natural features           | Damage to Estate landscaping.<br>Spilling concrete into Estate land.               | R 2 000 per offence                                                            |
| Clause 11 | Removal of trees                         | Removing tree without permission                                                   | R 5 000 per offence                                                            |
| Clause 12 | Toilet facilities                        | No toilet on site, personnel not using site toilet                                 | R 2 000 per offence                                                            |
| Clause 13 | Storage facilities                       | Storage container in bad condition                                                 | R 1 000 per offence                                                            |
| Clause 14 | Construction                             | Spilling cement or oil outside site                                                | R 1 000 per offence                                                            |
| Clause 15 | Water and electricity connections        | Tampering/bypassing connections.                                                   | R 10 000 per offence                                                           |
| Clause 16 | Quality control and deviations           | Substandard construction                                                           | As determined by Trustees.<br>Contractor may be refused future work in Estate. |
| Clause 17 | Disposal of rubbish                      | Fail to remove rubbish on instructions                                             | R 1 000 per offence                                                            |
| Clause 18 | Disposal of rubble                       | Fail to remove rubble on instructions                                              | R 1 000 per offence                                                            |
| Clause 19 | Disposal of fill                         | Fail to remove or cover fill on instructions                                       | R 1 000 per offence                                                            |
| Clause 20 | Deliveries                               | Delivery vehicles or personnel causing damage to Estate property                   | As determined by Building Inspector                                            |

| CLAUSE    | SUBJECT                           | OFFENCE                                                                                                                                                                                            | AMOUNT                                                                       |
|-----------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Clause 21 | Speed limit & traffic regulations | Exceeding speed limit<br>Disobeying traffic regulations                                                                                                                                            | R 1 000 per offence                                                          |
| Clause 22 | Noise                             | Excessive noise by personnel/swearing                                                                                                                                                              | R 1 000 per offence                                                          |
| Clause 23 | Sleeping on site                  | Sleeping without Estate permission                                                                                                                                                                 | R 1 000 per offence                                                          |
| Clause 24 | Damage                            | Any damage caused to Estate property                                                                                                                                                               | As determined by Building Inspector                                          |
| Clause 25 | Protection of wildlife            | Killing/harming any wildlife                                                                                                                                                                       | R 10 000 per offence                                                         |
| Clause 26 | Undesirable conduct               | Disobeying instructions from Estate personnel                                                                                                                                                      | R 1 000 per offence                                                          |
| Clause 27 | Site and safety Security          | Working in dangerous irresponsible conditions                                                                                                                                                      | Written warning.                                                             |
| Clause 28 | Deviations                        | Deviating from approved drawings and Guide – Serious transgressions: (including but not limited to) any unapproved changes in building mass, building line infringements, level and height changes | R100/m <sup>2</sup> of total built area as per latest approved building plan |
|           |                                   | Deviating from approved drawings and Guide – Any other unapproved changes                                                                                                                          | R50/m <sup>2</sup> of total built area as per latest approved building plan  |
| Clause 29 | Fines                             | Fines not paid timeously or as determined by Estate                                                                                                                                                | Access denied until fine is paid.                                            |
| Clause 30 | General neatness                  | Rubble not contained in one area after hours. Plastic/paper not contained in bins.                                                                                                                 | R 1 000 per offence                                                          |
| Clause 31 | Management meetings               | Failing to attend meeting                                                                                                                                                                          | R 1 000 per offence                                                          |
| Clause 32 | Building period                   | No extension / Extension retracted<br>Month 13 – 18<br>Month 19 – 24<br>Month 24 +                                                                                                                 | 5x building levy p.m.<br>7x building levy p.m.<br>10x building levy p.m.     |

*Amended 13 December 2006; 1 October 2007; March 2020, March 2021, March 2023, April 2024*