



**OWNERS AND CONTRACTORS BUILDING CODE OF CONDUCT AGREEMENT  
(FORM BE)**

(hereinafter the "Rules" and forming part of Mariners Village's Regulatory Documents as defined)

entered into by and between:

**The Mariners Village Home Owners Association**  
(hereinafter the "HOA")

and

Contractor's Business Name: \_\_\_\_\_

Represented by (Name): \_\_\_\_\_

(hereinafter the "Contractor")

and

Site Owner's Name: \_\_\_\_\_

(hereinafter the "Owner")

Property/Erf No.: Street Name & No. \_\_\_\_\_

Erf No.: \_\_\_\_\_

(hereinafter the Property)

Description of work to be performed (e.g. new house; alterations; etc.):

\_\_\_\_\_

Planned Commencement Date: \_\_\_\_\_ Planned Completion Date: \_\_\_\_\_

Estimated/Contract Value: R \_\_\_\_\_

**(READ THIS DOCUMENT IN CONJUNCTION WITH THE COMPLEX'S REGULATORY DOCUMENTS)**

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### **Documents and Forms Associated with this Agreement** (all are available on the Complex's website)

- *Form BA: Building Plans Submission Checklist* (see clause 5.3)
- *Form BB: Building Site Information* (see clause 8.4)
- *Form BC: Building Plan Approval or Non-Approval Notification* (to be attached)
- *Form BD: Building Contractor Registration Application* (see clause 7.1)
- *Form BE.1: Builder's Labour Registration* (see clause 7.3)
- *Form BF: Application to Commence Building Project* (see clause 8.4)
- *Form BG: Application for Project Completion and Acceptance Certificate* (see clause 8.3)

## 1. DEFINITIONS

- “Building” : All building operations, whether a new house and/or external alterations to an existing house, including pergolas and/or shade cover of any nature, as well as boundary walls and paving;
- “Complex” : Mariners Village, Church Street, Westcliff, Hermanus;
- “Complex Manager” : The person appointed by the HOA to manage the day-to-day affairs of the Complex. If no Complex Manager has been appointed, or in his absence, then the Exco’s Chairman;
- “Contractor(s)” : All persons associated with the building operations, including but not limited to building contractors, sub-contractors, suppliers, staff, workers, professional consultants, supervisors, advisers, and/or visitor;
- “Exco” : The Directors of the HOA as elected by the homeowners at the HOA’s last Annual General Meeting;
- “HOA” : The Mariners Village Homeowners Association;
- “Managing Agent” : The HOA’s external Managing Agent/Administrators;
- “Owner” : The owner of a Property in the Complex where the building is to be erected;
- “Property” : The property/erf/site where the building activities are intended to take place;
- “Regulatory Documents” : The Complex’s Constitution, Conduct Rules & Regulations and the Architectural Design and Landscaping Manual, as well as any other documents incorporated therein, including but not limited to the HOA’s List of Fines and Penalties and these Building Conduct Rules and Regulations.
- “Rules” : The rules as contained herein unless specifically stated otherwise;

## 2. INTERPRETATION

- (a) Unless the context clearly indicates a contrary intention, the singular shall include the plural and vice versa. A reference to any one gender shall include the other genders, and a reference to natural persons includes legal entities and vice versa;
- (b) When any number of days is prescribed herein it refers to calendar days and shall be reckoned inclusive of the first and the last day;

- (c) Where figures are referred to in words and in numerals, and if there is any conflict between the two, the words shall prevail;
- (d) If any provision herein is in conflict or inconsistent with the HOA Constitution or any applicable Law, By-Law, Ordinance or Regulation the invalidity of such provision shall not affect the validity of the remainder of these rules; and
- (e) If any provision in a definition in these rules is a substantive provision conferring rights or imposing obligations on any of the homeowners then, notwithstanding that it is only in the definition clause of these rules, effect shall be given to it as if it were a substantive provision in the body of the Rules.
- (f) Should anything contained herein be in conflict with anything contained in the HOA's Constitution, Conduct Rules & Regulations and/or the Architectural Design and Landscaping Manual, the Exco shall investigate and clarify the conflict and their determination shall be binding on all parties.

### **3. INTRODUCTION**

The HOA, via its Exco, is the legal representative of all homeowners. The Exco has adopted these builder's conduct rules and regulations in line with and/or in addition to any applicable rules and regulations contained in the HOA's Regulatory Documents. The documents are all available on Mariners Village's official website, i.e. [www.marinersvillage.co.za](http://www.marinersvillage.co.za).

The primary objective of these provisions is to ensure that all building activities on the Complex occurs with the least possible disruption to residents while at the same time maintaining optimum security levels. In the event of uncertainty, Owners or their Contractors are most welcome to contact the Complex Manager for further information and/or clarification.

### **4. LEGAL STATUS**

- 4.1 The conditions governing building activities that are set out in this document are rules adopted by the HOA and are therefore binding on all homeowners and their Contractors. Furthermore, all homeowners are obliged to ensure that their Contractors are made aware of these conditions and comply strictly therewith. The Exco has the right to suspend any building activity due to contravention of any of the conditions herein (or those applicable rules in the HOA's Regulatory Documents) and the Exco/HOA accepts no liability whatsoever for any losses sustained by a homeowner, resident and/or Contractor as a result thereof;
- 4.2 The rules, procedures and codes of conduct contained herein are not negotiable and must be enforced by the Complex Manager or his delegate;
- 4.3 Contractors who are found to be in breach of the prescriptions contained herein (or those rules in any of the HOA's Regulatory Documents where applicable), could be barred permanently from entering the Complex. Owners shall vicariously remain accountable for any act or omission in contravention of the rules and regulations by their Contractors;

- 4.4 An Owner acting as “Owner Builder” will be classified and regarded as a Contractor governed by these rules and regulations until all building activities have been completed (whether the owner makes use of part time or full time Contractors). Owners are not allowed to “abuse” their status as HOA members to carry on any form of building activity that may infringe on the “private times” of neighbouring residents. This is unconditional, and no exceptions will be made;
- 4.5 The HOA, via its Exco, has the right to make amendments and additions to this document from time-to-time.

## 5. GENERAL RULES

- 5.1 A vacant Property must be cleaned on a regular basis to the satisfaction of the HOA. If not, the Property will be cleaned by a contractor appointed by and under the instruction of the HOA at the expense of the Owner;
- 5.2 No Building may be erected or altered (externally) without architectural plans prepared in compliance with all applicable national and local laws, regulations, ordinances, and prescripts, including the prescripts pertaining to Building activities on the Complex as contained in the Complex’s Regulatory Documents as defined in clause 1 above;
- 5.3 All plans for the construction of, or alterations to, buildings must be submitted to the HOA, or its delegates, for review and written approval. Plans will not be considered for approval by the HOA if they are not submitted in triplicate and accompanied by a fully completed **Building Plans Submission Checklist** (available on the Complex’s website) as well as proof of payment of the applicable HOA’s plan Review Fee and the Building Deposit;
- 5.4 No application will be considered if the Owner is owing any levies, penalties, or any other monies to the HOA. The Owner must obtain an **Account Clearance Certificate** (stating that the Owner’s Levy Account is up to date and that no monies are owed to the HOA) from the Managing Agent and submit it together with the plans and documents mentioned above;
- 5.5 Approval of plans by the HOA does not in any way absolve the Owner from any legal requirements pertaining to Building operations on the Property;
- 5.6 No applications for rezoning, subdivision, consolidation, or any other change of Property use (including amendments to Building lines) shall be allowed;
- 5.7 All Building plans must be approved by the HOA and the Local Authority as required from time-to-time before the commencement of any Building works (including the erection of any pergolas of any sort). The HOA must be supplied with a copy of the plans approved by the Local Authority (official stamp to appear on the approved plans);
- 5.8 Any damage caused to any property on the Complex by an Owner, or his Contractor shall be repaired by the relevant Contractor or Owner to the satisfaction of the HOA. Failure on the part of any Owner to ensure such a repair or make good the damage shall entitle the HOA to affect the necessary repairs and debit the Owner with an applicable penalty as well as all cost associated therewith. Such contraventions may even lead to the suspension of Building activities on the Property and/or denying the Contractors access to the Complex,

and/or civil litigation without prejudice to any other rights or remedies available to the HOA;

- 5.9 The Owner of the Property will be responsible for any disputes arising from any approved building relaxations. The HOA will not be liable for any litigation or mitigation arising from the approval or refusal of any building relaxations;
- 5.11 If the HOA deems a structure illegal or non-complying in any way, it is the Owner's responsibility to rectify the contravention within 4 weeks from the date of the notice of the contravention issued by the HOA or the Local Authority's Inspectors, or the NHBRC Inspector. If the Owner does not comply in this regard the HOA reserves the right to remove/demolish the illegal structure. The cost of such action by the HOA will be for the owner's account;
- 5.12 All work/materials/services/temporary structures (e.g. material/tool sheds, portable toilets, skips, etc.) associated with the Building activities on the Property must be contained within the Property's construction zone (i.e. within the erf's boundaries); and
- 5.13 Night Watchmen are not permitted on the Complex. No person associated with the Building project may overnight on the Property.

## 6. OBLIGATIONS OF HOMEOWNERS

- 6.1 It is the duty of the Owner to ensure that his Contractors are made aware of these Rules, that they accept it in writing and comply therewith. In this regard, these Rules shall form part of and be deemed to be incorporated in any Building contract concluded in respect of any building project within the Complex. Failure to comply with these Rules shall result in the charging of penalties as laid down by the Exco from time-to-time and/or the suspension of Building activities and/or denied access to the Complex for Contractors and/or civil litigation without prejudice of any other rights or remedies available to the HOA;
- 6.2 Homeowners and residents are encouraged to report all Building related offences committed by Owners and/or Contractors to the Complex Manager in writing;
- 6.3 Owners must ensure that a **Site Occupation Certificate** is obtained from the local authority and that a copy thereof is provided to the Complex Manager prior to, but not later than two months after occupying the house. Owners will be liable for a penalty of R1 000 for every month, or part thereof, that the HOA is not in possession of a copy of the Occupation Certificate after the time allowed to obtain such a certificate from the Local Authority. However, while the HOA is not in possession of the Local Authority's issued Site Occupation Certificate, the builder's deposit with the HOA will not be refunded to the Owner.

## 7. CONTRACTOR REGISTRATION

- 7.1 All Owners shall ensure that their Contractors are registered/accredited with the HOA. Application for registration is done by filling out a **Contractor Registration Application Form** to be submitted to the Complex Manager, with copies of all the requested documents, for review and approval. A Building Contractor that is not registered/accredited with the HOA shall not be allowed on to the Complex.

- 7.2 Only builders who can furnish at least three satisfactory references of prior building contracts will be permitted to build in the Complex.
- 7.3 Contractors shall make application to the Complex Manager for access cards (or any other method of identification as prescribed from time-to-time in the HOA's security procedures) for all labourers employed by them. Such cards shall be available upon registration and payment of the prescribed fee.
- 7.4 All building Contractors must be registered with the National Home Builders Registration Council (NHBRC). A copy of the Contractor's valid NHBRC certificate must accompany the **Contractor Registration Application Form**. No Building works may commence if such valid NHBRC certificate has not been received by the HOA.
- 7.5 The Main Contractor shall be liable to pay an annual registration fee of R1 000-00 (that may be amended from time-to-time by the Exco)

## 8. BUILDING CONDUCT RULES

- 8.1 No Building operations shall be executed on Saturdays, Sundays, Public Holidays and the normal "Builders' Holiday" (the dates shall be confirmed in writing by the Complex Manager);
- 8.2 Building operations shall be carried out between the hours of 07:00 and 17:00;
- 8.3 No Building work may commence prior to the completion of site establishment by the Contractor. Site preparation/establishment is only permitted within the Property's boundaries and shall consist of at least the following:
- Clearance of the building site and the removal of rubble;
  - Provision of a temporary lockable Tool/Materials shed that is in a good overall condition;
  - The supply of at least one serviced chemical toilet for workers (no "long-drop" toilet is permitted, nor may a temporary connection be made to the Complex's existing sewerage infrastructure);
  - The provision of waste/refuse bins or a skip (to be covered by a green 70% to 80% rated shade netting to prevent excessive dust emanating from the skip);
  - A temporary, sturdy and durable water connection to the Property's own water supply point and a water meter; and

On completion of the building project the Contractor shall disestablish the site. This shall entail the cleaning of the site from all rubble/waste and by removing from the site all items brought onto the site during site establishment as well as the removal of all tools and equipment used during the building phase, together with extra materials not used (e.g. sand, stone, bricks, paving stones, etc.).

The Owner must complete a “**Application for Project Completion and Acceptance Certificate**” on completion of the building project and after site disestablishment by the Contractor. This document must be submitted to the HOA’s Complex Manager or his delegate for review and acceptance prior to the Owner taking occupation of his house.

- 8.4 The Owner must inform the Complex Manager once the site establishment has been completed by completing and submitting a **Building Site Information** form together with an **Application to Commence with Building Project** document (both are available on the Complex’s website) to the Complex Manager. The Complex Manager shall inspect the site at the hand of the completed **Application to Commence with Building Project** document and, if satisfied that all prerequisites have been complied with, sign the document, and give a copy to the Owner. Once signed by the Complex Manager the Owner may commence with the building work;
- 8.5 All Building operations must be completed within 12 (twelve) calendar months after commencement therewith. If not, a monthly increasing penalty shall be levied until the building work is completed. These penalties shall be over and above any late completion penalty existing between the Owner and any of his Contractors. Where special conditions exist, Owners may apply for extension of time to complete the building, but the HOA is under no obligation to authorise any extension;
- 8.6 No building equipment, materials, building rubble or refuse may be dumped or stored on any adjoining land, any road, open spaces, sidewalks or anywhere else on the Complex. When building rubble or soil is earmarked to be used later as filling on the Property, it must be properly screened or concealed to avoid wash down onto other erven or the roads during rain storms;
- 8.7 Building rubble must be removed regularly from the Property. Waste bins/skips must not be overloaded and must always be covered to prevent material from blowing out. No excessive accumulation of rubble of any sort shall be allowed on the Property;
- 8.8 During Building operations the Contractor or his appointed foreman must always have a set of the HOA approved building plans of the related Property on site. This will be used by the Complex Manager or his representative for reference purposes during site inspections;
- 8.9 The Contractor’s staff/employees/sub-contractors shall be confined to the Owner’s building site. Any such persons breaching this provision will be liable for a penalty, and or removal from the Complex;
- 8.10 If any Contractor or his employee is found stealing and removing materials or goods from an erf without permission, or is involved with any form of violence, the transgressor(s) will be permanently barred from the Complex. In such cases, the HOA reserves the right to immediately suspend building activities until further notice, and a penalty will be levied against the Contractor;
- 8.11 The Contractor shall always adhere to all applicable laws, by-laws and/or ordinances as well as applicable Health and Safety regulations;
- 8.12 Contractors are expected to conduct their operations in a reasonable and cooperative manner; and



8.14 If the building site is situated so that the construction takes place adjacent to existing dwellings, the Contractor must make every effort to respect the privacy of the neighbour, and generally reduce inconvenience as far as possible.

## **9. ENTRANCE AND EXIT TO SITE**

9.1 Contractors and their labourers shall be in possession of a valid identity document, valid passport or immigration permit as well as a HOA's access control identity as may be applicable from time-to-time. Contractors and their Labourers will enter and exit the Complex daily in strict compliance with the Complex's security procedures/systems as may be in force during the building operations;

9.2 Contractors, their staff, sub-contractors, and labourers shall enter the Complex not before 06:30 and leave the Complex by no later than 17:30 during working days;

9.3 No labourers shall be permitted to act as night watchmen on the Property or to overnight within the Property or the Complex at all;

9.4 Delivery of building materials and supplies shall be scheduled between 7:30 and 16:00 on weekdays only. No deliveries on weekends or on Public Holidays or outside these hours shall be permitted. Deliveries of building materials will only be granted access to the Complex when an appropriate delivery note can be produced. Suppliers arriving outside these allowed times shall not be granted access Complex, even if accompanied by the Owner;

9.5 Owners and Contractors need to inform suppliers of building materials and supplies that the roads on in the Complex are proclaimed municipal roads and are subject to the relevant legislation;

9.6 All vehicles entering or leaving the Complex may be subject to a search by the Complex Manager or any of the Complex's security personnel;

## **10. LABOURERS**

10.1 Loitering by labourers shall not be permitted on the Complex;

10.2 Contractors and/or labourers entering the Complex on an ad hoc basis, for one day or a maximum of 5 (five) days at a time (e.g. glazers, under floor heating specialists, landscapers, cleaners, etc.) shall obtain temporary permits at a cost as determined by the HOA. Service providers requiring access for quoting purposes will be treated as visitors to the Complex;

## **11. DISCIPLINE**

11.1 Contractors shall be responsible for the discipline of their labour force and all sub-contractors utilized by them whilst on the Property and the Complex;

11.2 Any disputes between Contractors and their employees must be settled outside of Complex. The HOA shall not get involved in any such disputes, nor any dispute between the Owner and his Contractors;

- 11.3 Contractors and their labourers shall not disturb any fauna and flora outside the Property;
- 11.4 "Discipline" includes that Contractors should ensure that their labourers do not pose a security risk (including strikes or any other illegal activities) to any Complex residents and/or persons on the Property;
- 11.5 An Owner is ultimately responsible for the discipline of his Contractors and their staff/employees/sub-contractor, and will be held liable for inappropriate behaviour by them; and
- 11.6 Urinating in the public will not be tolerated. Contractors or labourers must make use of the on-site temporary toilet facilities provided by the Contractor.

## **12. HOUSEKEEPING**

- 12.1 All Building sites must always to be kept clean, tidy, and safe to the satisfaction of the Complex Manager. Building tools (e.g. scaffolding, planks, wheelbarrows, etc.) must be stored out of site from the Complex roads if not in use;
- 12.2 No building related activity may encroach onto the Complexes common property or empty erven;
- 12.3 No concrete, dagga, cement, or any building materials may be stored (even temporarily), mixed or prepared on any of the Complex's roadways, pathways, common property, or open erven;
- 12.4 Materials that are off-loaded by suppliers or contractors may not encroach onto any adjacent site;
- 12.5 The Contractor is responsible for the removal of any sand, cement, rubble, waste and refuse that may be washed or blown onto the road or pavement from the time of delivery until completion of the contract and handover to the Owner;
- 12.6 Contractors shall provide adequate on-site facilities (e.g. waste bins/skips or properly fenced off areas on the Property) for the disposal of building rubble, waste and refuse and ensure that their labourers utilize these facilities. No rubble, waste or refuse may be burnt or buried on site. No form of paper, plastic bags, empty food or beverage containers, cement bags, tile off-cuts, ceiling boards, roof sheeting, rubble or the like are to be left lying around on any building site, adjoining stand, common property, roads, or sidewalks. All building rubble to be removed at least every Friday;
- 12.7 Contractors shall ensure that the Complex's common property, adjacent empty erven, stormwater systems, and roadways at the relevant building site are always kept clean, tidy, safe and free from obstructions. Pavements too should, where possible, be kept free from obstruction. No building materials or other waste may be disposed of into the Complex's sewer system. Contractors and Owners caught contravening this rule will be liable to a R5,000 fine (which may be escalated by Exco on an annual basis by no more than 10%), payable to the HOA;

- 12.8 Contractors shall ensure that reasonable measures be taken to reduce dust, noise, effluent, or waste pollution that may affect adjacent properties;
- 12.9 No fires for cooking, heating or any other purposes shall be made on the Property;
- 12.10 Contractors shall ensure that on-site chemical toilets are kept clean and serviced on a regular basis. Toilet doors must always be kept closed (with a lock or latch on the outside). The position of toilets on sites must be approved by the Building Inspector or Complex Manager. Site toilets may not be connected to the Complex's sewerage system:
- 12.11 Temporary shed or outbuilding doors should always be kept closed (with a lock or latch) during non-operating hours;
- 12.12 One Contractor's name board is permitted on the Property, but it shall not exceed 1.8m x 1.0m. The erf number and Owner's name shall also be displayed on the board. Boards shall only be displayed once site establishment has commenced, and subsequently be removed on completion of the project. Name boards must be maintained in a plumb and level position throughout the construction period;
- 12.13 The general speed limit on the Property is 25 kph. Speeding, disregard of stop signs, reckless driving and any other public traffic offences shall not be tolerated. Due care must be taken that roads are not blocked during loading or off-loading at any building sites. Special care must be taken for children, and animals on and around the Complex;
- 12.14 No pets of any nature belonging to Contractors and/or labourers shall be permitted on the Complex;
- 12.15 Excessive noise, including loud talking, shouting, or whistling by labourers, radios, hooters and revving of motor vehicles and repairs to such vehicles, shall not be permitted;

### **13. BUILDING AND CONSTRUCTION VEHICLES**

- 13.1 Only vehicles in a road worthy condition will be permitted access onto the Complex;
- 13.2 The Contractor will be held liable for any damages caused by vehicles on the Complex;
- 13.3 Vehicles may not be left in such a manner that they may cause an obstruction to other road users;
- 13.4 Should a Contractor's or construction vehicle be found to be leaking oil or fluids, Security will instruct the vehicle to be removed immediately removed from site, and the Contractor shall be held responsible for any damaged caused;
- 13.5 Vehicles with mechanical arms/legs must use protection plates to avoid possible road or sensitive greenbelt area damage;
- 13.6 Traffic rules and regulations are always to be adhered to;
- 13.7 Vehicles with people standing or hanging over the sides will not be tolerated on the Complex; and

13.8 Due to the road surfacing, limited road widths and radii, the following restrictions are placed on any vehicle entering the Complex:

- Only fixed axle design vehicles will be allowed;
- Vehicles' maximum length is limited to 9.1m;
- Vehicles' maximum width is limited to 2.6m;
- Vehicles' maximum gross mass is limited to 20 000 Kg; and
- Vehicles' maximum axle weight is limited to 8 000 Kg.

Vehicles larger than that allowed for above may be denied access to the Complex. However, the Owner/Contractor remains liable for any damage caused by vehicles entering the Complex in connection with the Building operations.

#### **14. LANDSCAPING and PAVING**

14.1 A building project shall not be deemed and accepted as complete unless all the necessary paving work (e.g. the driveway and paving to the front door, etc.) is done;

14.2 The Contractor is obliged to keep the site clean during the building phase. This includes making sure that the site is cleaned regularly from weeds, grass, etc.;

14.2 On site disestablishment by the Contractor, the site must be clean and be ready for landscaping of the front garden by the Owner or his Landscaper; and

14.3 The Owner must ensure that his front garden is properly landscaped and established in compliance with the Complex rules and regulations within two months after taking occupation of the house.

#### **15. STATUTORY REQUIREMENTS AND RELATED ISSUES**

Contractors and/or suppliers operating within the Complex shall comply with all relevant statutory requirements as set by, inter alia, the Local Authority, national or provincial government or other relevant institutions. These requirements shall include but not be limited to registration, labour issues, and liability insurance in respect of third parties, accidents, and injuries.

#### **16. SUPERVISION AND INSPECTIONS**

18.1 The Complex Manager, his delegate, a member of the HOA's Exco or a person from the HOA's security personnel shall have the right to inspect all Building activities on the Property and they may be denied access to the Property;

18.2 Inspections particularly prior to weekends and public holidays will be made to ensure that the Property is left in a good and neat order and that all safety precautions have been taken as necessary.

#### **17. INDEMNITY**

The HOA, nor its Exco members, Complex Manager and/or any of the HOA's personnel or agents, Security personnel or personnel from the Managing Agent shall be liable for any loss, damage or injury to the personnel, assets and/or goods of the Contractor, and the Contractor hereby indemnifies the HOA, its Exco members, Complex Manager and/or any of the HOA's personnel or agents, Security personnel or personnel from the Managing Agent against any loss or damage or injury to any its personnel, assets and/or goods suffered in or on the construction site or Complex.

**18. FEES, FINES AND PENALTIES** (see the Complex's "Building Fines and Penalty Chart")

All fees, fines and penalties mentioned herein and/or in the Complex's "Building Fines and Penalty Chart" may be increased annually by the HOA's Exco by escalating them by no less than 5% and no more than 10%. Figures shall, however, be rounded up to the nearest R10. The 1<sup>st</sup> increase shall come into effect on the 1<sup>st</sup> of January 2020 and then annually thereafter on the 1<sup>st</sup> of January of each year.

Where no specific fine or penalty is mentioned in the mentioned documents for a specific transgression of or noncompliance with any Rule, the Complex Manager or his delegate has the right to impose any appropriate fine or penalty in their sole discretion, but the fine/penalty shall not be less than R350-00.

The Owner shall be responsible for paying all fines and penalties issued by the Complex Manager or his delegate for all transgressions/noncompliance of these Rules, regardless of who in fact transgressed or did not comply therewith.

All penalties/fines will be debited to the Owner's normal monthly levy account with the Managing Agent for full settlement with the very next levy due and payable to the HOA by the Owner. Unpaid fines/penalties will attract interest (as prescribed in the HOA's Regulatory Documents) and may result in suspension of all building activities.

The Owner always has the right to recover fines/penalties from his Contractors where they have transgressed the Rules. The HOA shall, however, not get involved in any disputes or actions in this regard between the Owner and his Contractors.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By the Owner: \_\_\_\_\_

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By the Contractor: \_\_\_\_\_

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the HOA: Name \_\_\_\_\_ Signature \_\_\_\_\_