

## **Construction Contract for The Building Of Individual Homes And Structures On Private Erven**

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Dear Owner

Once the homeowner has drawn up their building plans, these should be submitted to the Elawini Office for approval by the Estate Architect and the Aesthetic Committee. **The Aesthetic Committee will need a set of plans, a contour diagram of your stand with existing trees and the approval fee of R3500.00 (three thousand five hundred rand), payable to the HOA.** This approval fee is to cover the architect's scrutiny fee, weekly site inspections of the houses as well as the final inspection at the end of the building process.

Alterations, additions and renovations to existing houses will require a **R5000.00 deposit**. This deposit is fully refundable, subject to paragraph 3 below. Where plans are required, a **R3500.00 scrutiny fee** will be payable. This includes the installation of swimming pools.

On approval of the plans by the Aesthetic Committee, the architect or the owner can take the plans to the Council for finalisation and approval.

Once the plans have been approved by the Council, certain criteria need to be met before **any** construction may commence e.g. you are required to erect your home owner's board (boards can be ordered from **Total Signs 013 7553598 - Andre**). Thereafter, you should approach the Facilities and Security Manager to set up a meeting to have an orientation session where the rules will be discussed and the contract signed.

Only once all the rules have been followed and all requirements are met, may construction commence.

During the building process, Jarrod Brickhill (approved Estate Architect) will carry out inspections. The EHOA Management will issue penalties to builders not adhering to the regulations, damages to the services and green areas and such penalties will be deducted from the builder's deposit, or loaded onto levies.

Towards the end of the building process, approximately three (3) weeks before the homeowner is to apply for the occupation certificate from the Council, he/she must approach the Estate Manager for the issuing of the "approval for application of the clearance certificate". An example of this certificate, plus the criteria, is attached for your reference. Only once the Estate Manager grants approval, will the Council consider the application for a clearance certificate for the Homeowner.

Should you have any questions, please contact either Nico Botes (071 956 4911) or Byrne Millard (082 787 8630) or Jarrod Brickhill (071 454 5343) who would gladly guide you through the process.

## 1. Introduction

It is the responsibility of the stand buyer/owner to ensure that the person or company contracted to the construction of his/her home and its associated structures receives a copy of the Construction Contract and to ensure that the construction and development of the stand takes place according to the prescriptions of this document. The Estate Manager (as Environmental Agent) will monitor compliance with the prescriptions of this contract.

The role of the Environmental Site Agent (ESA) will be fulfilled by the Estate Manager and/or Architect. He/she will be responsible for the implementation of the environmental management plan and is therefore responsible for the environmental issues involved with the construction phase of the stand on Elawini.

The ESA has the authority to stop works if, in his/her opinion that there is a serious threat to or impact on the environment caused directly from the construction operations. This authority is to be limited to emergency situations where consultation with the engineer or the property/stand owner is not immediately available. In all such work stoppage situations the ESA is to inform the engineer, the property/stand owner and the HOA of the reason for the stoppage as soon as possible.

Upon failure by the contractor or his employee to show adequate consideration to the environmental aspects of these management plans, the ESA may recommend to the engineer and the EHOA to have the contractor's representative or any employee(s) removed from the site and/or work suspended, until the matter is remedied. In the case of such suspensions all costs will be borne by the contractor and the property/stand owner.

## 2. Clearance procedure for commencement of construction

It is the responsibility of the property/stand owner to ensure that all appointed contractors on the construction and development of his/her stand, contacts the Estate Manager and the Estate Architect prior to moving onto, working or establishing on site. This will enable the Estate Manager to conduct an Induction Session with each Contractor to ensure:

- that the building plans have been approved by the controlling architects and the local council (proof to be handed in at the Estate Manager)
- that the EHOA is in possession of a signed copy of the building Contractor's Contract by the home owner and his contractor;
- that the intended builder has been approved by the EHOA
- that the builder is a paid up member of the NHBRC
- that a valid NHBRC enrolment certificate for construction on that particular stand has been issued
- that the EHOA building deposit (**R10 000.00**) has been paid (used to offset of all penalties, damages etc); and partly refundable after completion of construction
- the home owner's board has been erected;
- that the construction site is fenced off according to the specifications provided
- that the home owner and his contractor have attended an Induction Session with the Estate Manager/Facilities Manager ;
- that the stand boundaries have been established and visible pegs put in, and the wetlands boundaries and the protected trees on the site have been marked and fenced off with 2m high shade cloth;
- that the restricted building area, consisting of the approved house footprint area plus an additional area of a maximum of 4.5 m wide (from the road) has been marked and fenced off. Specifications will be handed over on separate sheet;

- that the entrance that will be used by the contractor during construction has been identified and marked;
- that the storage area during construction has been identified and marked and placed on site
- that the procedure for delivery of building material has been cleared with the Estate Manager;
- that a photograph is taken of the stand prior to construction.
- that a water meter has been connected prior to commencement of building construction
- that all levies are paid up to date.
- that a signed copy of the municipal FORM 1 has been submitted to the estate,
- that the owner has registered on the Elawini communication portal.

All records related to the implementation of this contract for each property/stand must be kept together in where it is safe and can be retrieved easily. These records should be kept for two (2) years by the Estate Manager and should at any time be available for scrutiny by any relevant authorities.

Deviations from the original and approved architectural design may attract penalties not exceeding R5000.00.

### **3. Clearance Certificate on completion of construction**

Once construction has been completed, the Estate Manager will issue an approval for application for the occupation certificate from the local council. ***The council will not process the application for the occupation certificate if the EHOA did not issue their approval.*** This approval by the EHOA does not exempt the owner/contractor from obtaining an occupation clearance certificate from the local council in terms of the National Building Regulations & Standards Act, if the following conditions have been adhered to:

- the controlling architect has done a final inspection to ensure that the house that was built is in accordance with the approved plans;
- the Estate Manager has done a final inspection of the private gardens to ensure that all environmental guidelines have been implemented;
- any damages done to services are marked and priced and deducted from builders deposit;
- all outstanding penalties have been waived against the builders deposit;
- payment of all outstanding funds to the HOA due to penalties or damages to the estate; and
- the home owner has taken a photograph of the site after commencement of construction.
- **A penalty fee of R 50,000.00 will be issued to the owner for occupying the house without a clearance certificate issued by Aesthetics committee, and without an Occupation Certificate from the council.**

### **4. Standard construction rules for building contractors, sub-contractors and suppliers operating within Elawini Lifestyle Estate**

As the building within the residential estate will be constructed over a lengthy time period, the following guidelines have been formulated for the benefit of residents;

#### **4.1 Site access and exit**

- 4.1.1 The Contractor acknowledges he is aware that the Estate is a security Estate and will at all times adhere to the security regulation and control and agrees to co-operate with the EHOA in the interest of maintaining security on the Estate.

- 4.1.2 Detailed procedures (meetings / orientation sessions) will be made available by the EHOA to Contractors that will include security measures for authorised access and identification of vehicles and all personnel.
- 4.1.3 As improvements to the security and the access controls are on-going, these procedures will be reviewed from time to time.
- 4.1.4 Hours of work: Contractors may only enter the Estate after 07h00 in the morning and must vacate the Estate by 17h00. No workers will be allowed to sleep overnight on site. No employee may remain on the house site to "guard" the building. Contractors may negotiate with EHOA's appointed security company for this service, if required.
- 4.1.5 Construction will be limited from Monday 07h00 to Friday 17h00, and Saturdays from 07h00 – 13h00. No Construction will be permitted on Sundays or Public Holidays.
- 4.1.6 If a worker leaves the Estate after 17h00 (without permission) a penalty fee of R1500,00 will be issued.
- 4.1.7 Only authorised vehicles will be allowed onto the Estate. There is a load restriction of (6) ton per axle and the vehicles may be subject to axle load testing by the EHOA prior to being allowed entry. Excepting for roof truss deliveries, no articulated vehicles are permitted in the Estate, unless by prior authorisation of the EHOA. It is the obligation of the Contractor to notify his suppliers of this, and the EHOA shall not entertain any claims of losses or damages in this regard.
- 4.1.8 Deliveries must be scheduled for between 7 am and 16h00 pm on weekdays only. No deliveries on weekends or public holidays.
- 4.1.9 The Estate Security personnel reserve the right to subject vehicles entering and exiting the Estate to a search.
- 4.1.10 Tools, equipment and machinery are the responsibility of the contractor during working hours. After hours, the security on the Estate will not allow people on the site and no equipment will be allowed to be removed without a transfer note, signed and stamped by an authorised officer of the contractor. A copy of the transfer note must be handed to the security personnel for record keeping.
- 4.1.11 Points of access: Contractors shall only access and exit through the designated area for construction vehicles for Elawini Lifestyle Estate.
- 4.1.12 No vehicles, plant or equipment may be parked overnight on the construction site or any place in the estate without the estate managers express permission.
- 4.1.13 Any contravention of security and access rules will be severely dealt with by the EHOA, and depending on the nature and the circumstances, could lead to the suspension of building work, and barring of access to the Estate

## **4.2 Contractors labour**

- 4.2.1 Labour must be an employee of the contractor and only under limited circumstances will casual labour be allowed on site. This shall be at the sole discretion of the EHOA.

- 4.2.2 Contractors must submit the worker's original ID's – no foreign worker will be allowed to work on site. No SA ID, no entry. No worker will be loaded on the system or allowed entrance to the estate without his/ her ID. Foreign workers must provide a valid Passport and a valid SA work permit.
- 4.2.3 All workers must enter and exit through the turnstiles. If a worker is found entering or exiting via the boom gates, a penalty fee of R1500.00 will be issued, per person.
- 4.2.4 No wages are to be paid out on the Estate. This can be done outside the Estate.
- 4.2.5 No representatives of any organisation whatsoever are allowed to come and talk to workers on sites.

### **4.3 Discipline**

- 4.3.1 The contractor is responsible for the discipline of his labour, sub-contract labour and delivery personnel on site.
- 4.3.2 Labourers are not permitted to walk between the construction site and the entrance /exit gates. Labourers will remain on the site where they are busy constructing, and will not be allowed to move between construction sites on the Estate. Penalty fee applicable (R1500.00).
- 4.3.3 The contractor of any employee found walking across the green areas between sites will be spot fined (R1500.00), and the employee liable to instant removal from site.
- 4.3.4 No vehicles will be allowed to cross any part of the green areas, or parkland, or to deviate from roads or recognised road route. Any vehicle convening this rule will attract a spot fine, be liable for instant removal from the site and liable for damages sustained.
- 4.3.5 No Vehicles whatsoever is allowed to be washed on or next to building sites.
- 4.3.6 Vehicles with mechanical legs on trailers must use protection for possible road surface damage.
- 4.3.7 Any dispute between the contractor and its employees must be settled outside the boundaries of the Estate. The onus will be on the owner.
- 4.3.8 If any employee is found disturbing or endangering the animal, fish or bird life, or is found pilfering, stealing or removing material or goods off site without permission or is involved with any form of violence, the company who employs that person will be removed from the site and both employee and company will be denied the opportunity to undertake any further work in the site.
- 4.3.9 The contractor is responsible for all his sub-contractors as well as the deliveries, and any damages caused by his own employees, sub-contractors employed by him or delivery vehicles delivering materials to his site, and he is liable to pay for any damages that may occur on the site. These damages also include damage to kerbs, roads, plants, and irrigation and or damage to private property.
- 4.3.10 NO hawkers allowed to sell any food or beverages inside or outside Elawini Lifestyle Estate.

4.3.11 The EHOA will have the sole discretion as to the nature, extent and value of these damages, and the identification of respective vehicles and persons.

#### **4.4 Housekeeping and Tidiness**

4.4.1 The site is to be kept as clean as possible of building rubble and general cleaning and good housekeeping practice must take place during building operations.

4.4.2 No concrete, dagga, cement or such may be temporarily stored, or mixed or prepared on any of the roadways, kerbs and pavements. Due to the high alkalinity pH rating of cement powder that can affect both soil and water, the following recommendation must be implemented:

- o Cement contaminated water may not enter a natural or man-made (e.g. trench or dam) water system. Preventative measures include establishing sumps from where contaminated water can be either treated in situ or removed to an appropriate waste site.
- o Mixing areas to be carefully placed in consultation with the Estate Manager.
- o If possible, appropriate ready mix concrete should be used.
- o Cement bags are to be stored securely out of harm's way from the elements (wind and rain) and may not be disposed of onsite by burning.
- o Excess or spilled concrete should be confined within the works area within 24 hrs and then removed.

4.4.3 Materials that are off-loaded by a supplier of a Contractor may not encroach onto the adjacent site, the pavement or roadway. Where suppliers fail to adhere to this, the responsible contractor shall move the materials accordingly. The contractor is also responsible for removal of any sand or rubble that may have washed or moved into the road.

4.4.4 The Contractors are to ensure that the roads and the vicinity of his house site are always kept neat and tidy, including materials or mud or spoil being driven or dropped onto the road or sidewalk. Off loaded material at the gate, removed from an abnormal delivery vehicle, is to be removed within 24 hrs. Penalty fee applicable.

4.4.5 The Contractor shall provide adequate facilities for rubbish disposal and ensure that the workers use the provided facilities and that rubbish is removed on a weekly basis. No rubbish may be burnt or buried on site. No form of paper, cement bags, tile off cuts, ceiling boards, roof tiles, rubble, or the like is to be left lying around, nor be allowed to blow off site.

4.4.6 Accumulation of hard-core for fill shall be neatly piled. With the EHOA's consent, on-site disposal dump or spoil zoned may be arranged.

4.4.7 With the dams and water features on the Estate, as well as the adjoining streams, pollution and contamination of groundwater and run-off water is particularly sensitive. Contractors shall ensure special care in their handling, disposal and cleaning up operations, with particular note to paint, tile grout, tile adhesive, cement, chemicals, oil and fuel, etc. Special preventative controls must be taken on waterfront sites to avoid spillage.

4.4.8 No fires may be allowed in or around the construction area and adequate fire fighting equipment according to the fire hazard during the construction period must be available in site in good order (at least one type ABC 12.5 kg extinguisher).

Fires for cooking or other purposes will not be permitted, and Contractors shall ensure approved alternative meal arrangements are made. Contractors must ensure that their employees make no fires for heating purposes.

- 4.4.9 The Contractor shall provide approved portable chemical toilet facilities for the workers. Adjacent construction site may share toilets as approved by the EHOA. Toilets and changing facilities shall be positioned in such a way that it is not visible from roadside, and screened with forest fence and kept hygienic.
- 4.4.10 Board layout drawings will be available from the EHOA.
- 4.4.11 No Contractors, sub-contractors or supplier boards of any kind will be allowed.
- 4.4.12 Construction materials may only be delivered to the house site on an as-needs daily basis for installation by latest the Friday of the week, and surplus materials must not be allowed to visibly accumulate on the house site.
- 4.4.13 Certificates of Completion by the EHOA include the site to be entirely cleared of all rubble, surplus materials, and be impeccably clean, and the verge re-instated, all to the satisfaction of the EHOA.
- 4.4.14 Contractors will be allowed to park on Council roads but not road verges; driveways of the erf on which work is taking place, as well as designated and defined areas on adjacent unoccupied erven within the development, with the permission of the EHOA and under supervision of the Estate Manager.

#### **4.5 Contractors yards, storage and offices**

- 4.5.1 Allocated areas, as authorised by the EHOA, will be granted to accredited contractors for their operational use.
- 4.5.2 A designated bulk storage area could be allocated to the Contractor for his materials, for distribution to house sites. Approved storage sheds, containers or yards could be allowed on house sites, if no alternative can be found.
- 4.5.3 Access to the site only through the driveway and the landscaping zone should be fenced off. Parking is only allowed on site.
- 4.5.4 The appearance, management, servicing and qualification for these facilities will be reviewed by the EHOA and negotiated on an as-need basis.
- 4.5.5 In the event that sensitive features are threatened by construction activities, the temporary fencing off of these areas (for individual areas such as trees or rocks) or the construction area (when working in a mainly natural environment) is recommended. For the Elawini Lifestyle Estate this requires that each erf / stand that is being developed must be surrounded by such a temporary fence at the cost of the property owner. All sensitive areas and protected trees must also be fenced off (2m high shade cloth) to the satisfaction of the Estate Manager. A two-stranded barbed wire fence of approximately 1m high is considered adequate. All fencing and fence placement / positioning must be approved by the Estate Manager on site.
- 4.5.6 Where the constructing area is fenced, all activities including stockpiling must occur within the fenced area and within the 3m allowable workspace around the building

footprint (or alternatively if the area that has been approved for a driveway). The contractor should be fined and must pay for reinstatement or rehabilitation of damaged areas and features.

- 4.5.7 Work areas and access routes must be clearly demarcated to minimise environmental impact. Demarcation can take the form of colour coded pegs at least 1m high. Danger tape may also be used for this purpose. All pegs and tape must be maintained.

#### **4.6 Fauna and Flora**

- 4.6.1 Indigenous plants or wild animals (including reptiles, amphibians or birds etc.) may not be damaged or harmed in any way during the construction. Vegetation removals as part of the development requirements are excluded. In this regard construction activities will be restricted to a maximum area, consisting of the approved house footprint area plus an additional area of a maximum of 4.5 m wide surrounding the footprint, which may be cleared for construction of buildings. Approved driveway areas may also be cleared (note that clearing may only commence after approvals by the HOA and the local authority.)
- 4.6.2 All incidents of harm to any animal or natural vegetation (apart from the agreed areas) must be reported to the Estate Manager,

#### **4.7 Anti-erosion measures**

- 4.7.1 The Contractor shall take appropriate and active measures to prevent erosion resulting from his own works, operations and activities as well as storm water control measures to the satisfaction of the Estate manager. Restoration costs are likely to be for the contractor's account should measures not be reasonably implemented. Aspects normally covered in construction contracts in terms of "protection of works" are standard and are not to be billed or confused with any details covered under environmental requirements.
- 4.7.2 During construction the Contractor shall protect areas susceptible to erosion by installing all the necessary temporary and permanent drainage works as soon as possible. Other measures as may be necessary shall be taken to prevent the surface water from being concentrated in streams and from scouring the slopes, bank or other areas. All such measures must be discussed with the Estate Manager as well as Estate Architect.
- 4.7.3 Measure can include cut off trenches, straw stabilising, brush packing etc.
- 4.7.4 Storm water runoff causing problems between sites, to be addressed by EHOA.

#### **4.8 Blasting / Drilling**

- 4.8.1 In the event that blasting or rock drilling is required, the following recommendation should be implemented:
- 4.8.2 The Contractor shall take all necessary precautions to prevent damage to special features and the general environment, which includes the removal of fly rock. Environmental damage caused by blasting / drilling shall be repaired at the Contractor's expense to the satisfaction of the Estate Manager.
- 4.8.3 No blasting may be done over weekends, adequate warning must be provided prior to all blasting to all site staff and neighbours. All clear signals must be clearly given.



4.8.4 The Estate Manager and all Elawini residents must be given 5 working days' notice before blasting events.

#### **4.9 Dust Control**

4.9.1 The Contractor is to take appropriate measures to minimise the generation of dust as a result of construction works, to the satisfaction of the Estate Manager. On sandy or very dirty sites mulch can be used as a method of stabilisation and dust control on any cleared or exposed sections of the site. Alternatively, straw stabilisation or watering can be used. Seed bearing invasive vegetation should not be used for this purpose.

#### **4.10 Top material removal and stockpiling**

4.10.1 Prior to construction or earthworks commencing on site, top material should be stripped from work sites and separately stockpiled for later use in rehabilitating damaged areas or for landscaping purposes.

4.10.2 Sand stockpiles must be protected against wind and water erosion (for prevention of dust and other problems).

#### **4.11 Preparation of building material**

4.11.1 All building materials are to be prepared at the batching plant, to enable the effects of cement and other substances, and the resulting effluent to be more easily managed.

#### **4.12 Discharge of construction water**

4.12.1 All cement effluent from mixer washings, and run-off from batching areas and other work areas shall be contained in suitable sedimentation ponds. Sedimentation ponds shall be allowed to dry out on a regular basis to allow for solid material to be removed. This material must be disposed of in a suitable manner, depending on the nature of the material, and to the discretion of the Estate Manager, in consultation with the local authority. All cement mixture areas must be inspected by the Estate Manager and Estate Architect.

4.12.2 Measurements must be taken to ensure that no water from the construction site enters the natural watercourses.

#### **4.12.3 Site Clean Up and Rehabilitation**

4.12.4 The Contractor must ensure that all structured equipment, materials and facilities used or created on site for or during construction activities are removed once the project has been completed. The construction site shall be cleared, and cleaned to the satisfaction of the Estate Manager.

#### **4.13 Penalties**

4.13.1 Non-compliance with the conditions of this contract is not permissible. Spot fines may be issued in instances of non-compliance of the contract by the Contractor or any employee, sub-contractor, supplier etc. The value of these spot fines has been determined by the Estate Manager in consultation with the HOA, amounts to R1500.00 per fine or at the discretion of the Estate Manager and HOA.

**4.14            General**

- 4.14.1            The speed limit is 40 km/h and speeding and reckless driving will not be tolerated. Due care must also be taken by all vehicles not to block the thoroughfare of roads.
- 4.14.2            No pets, birds, or domestic animal of the contractors will be permitted onto the Estate.
- 4.14.3            Noise and dust reduction is essential, and Contractors shall endeavour whenever possible to limit unnecessary noise, especially employee loud talking, shouting or whistling, radios, sirens or hooters, motor revving. Consuming alcohol, physical incidents/ fighting, will be treated as a hazard and can lead to the immediate removal of that person/persons from site / estate.
- 4.14.4            Contractors are expected to conduct their operation in a reasonable and co-operative manner. Should the Estate Manager have any concern with the conduct of the Contractor, his sub-contractors or his suppliers and any of their employees, the Estate Manager may rectify as deemed necessary and / or reserve the right to suspend building activity either indefinitely or until such indescribable conduct is rectified, which it may do so at any time and without notice, and without recourse from the owner and / or Contractor and / or sub-contractor, and / or supplier.
- 4.14.5            Once construction commence, the Contractor and owner have 12 months to finish building. Failure to do so, will result in a double levy been charged to the owners levy account until a Clearance certificate is issued.
- 4.14.6            Where paving is installed from the Estate road to the house, 2 x 110mm pipes are to be installed under the paving for possible future services or irrigation.

**4.15            Safety**

- 4.15.1            The safety of the public and Contractors during the works is of paramount importance. Access to the work sites by unauthorized persons is to be prevented by the Contractor, as far as is reasonable practical and in accordance with local authority.
- 4.15.2            The work is to be secured and access by member of the public is to be prevented.

**5.            Building Plan Submission and Building Inspections**

The following must be adhered to before building plan and approval of building operation will be considered for inspection:

- 5.1            A signed copy of Form 1 must be submitted to the estate:

<b>FORM 1</b>	<b>DECLARATION BY PERSON RESPONSIBLE FOR PREPARING AN APPLICATION FOR APPROVAL OF THE ERECTION OF THE BUILDING IN TERMS OF SECTION 4 OF THE ACT</b>
<i>(To be completed and submitted for all applications prepared in accordance with the provisions of Regulation A2)</i>	

- 5.2            A plan approval fee of **R3500.00** (Three Thousand Five Hundred Rand) is payable to the controlling architect, Jarrod Brickhill.

The plan approval fees will escalate annually by 10%

5.3 A Building Control inspection will be carried out by the Controlling Architect/ Estate Manager/Facilities Manager at the following intervals:

1. Pre-construction site meeting
2. Floor slab
3. Wall-plate (1st electric and plumbing fix)
4. Roof completion (2nd electrical and plumbing fix)
5. Completion

Before construction work is approved to commence, a building performance deposit of **R10 000.00** will be deposited and held in trust (free of interest) by the EHOA.

The deposit amount will be used in event that there is a breach of non-performance to remove rubble or make good any damages caused by the Contractor or his sub-contractors or suppliers, including kerbing, landscaping, community services, roads, irrigation etc. and for any outstanding spot fines, as well as the estate Reserve Fund required by law. The deposit of **R10 000.00** may NOT be used on a 'roll-on' basis. On completion of construction, **R2400.00** (Two Thousand four hundred Rand) of the building performance deposit will be retained and the rest of the building performance deposit shall be released subject to Clause 3. This shall only be refunded within 14 days once all the above documents are correctly completed and submitted. The remaining will be kept in Trust for 4 (four) years – until the end of the construction period – and will be used by the Elawini Home Owners Association to rehabilitate the sidewalks and parks. Owners are no longer required to replace trees that were removed to accommodate construction. The purchase of trees by the estate manager will be funded from the R 2 400.00.

**The maximum returnable amount is therefore R 7600.00**

Summary of deductions:

	<b>R 10 000</b>	
<b>Less</b>	<b>R 2 400</b>	<b>Estate aesthetics and reserve fund.</b>
	<b>R 7 600</b>	<b>Released 14 days after estate clearance subject to Clause 3</b>

The EHOA reserves the right to prevent the occupation of any houses if the above is not fully adhered with.

5.2 The Plan Approval Committee will sit every two weeks for inspection of plans.

5.3 All plans necessary for City Council approval must be submitted together with an extra rendered paper copy to be kept for record purposes by the EHOA. Plan submission fees paid to the Local Council are for the owners account.

5.4 The following items must be clearly shown on the plans;

- Area of dwelling, including patios and outbuildings
- Coverage (%) and height above original natural ground level
- Building lines / contours and trees
- All external finishes, including a colour specification
- Boundary wall / fence details, including elevations

- Drainage and how it is concealed, as well as the sewer connection
- Layout of driveway
- External lighting plan

5.5 A signed copy of this guideline by the owner of the erf is to be submitted to the Estate Manager to be kept on file for record purposes

6. **FINAL INSPECTION AND ISSUING OF CLEARANCE CERTIFICATE FOR APPLICATION FOR OCCUPATION CERTIFICATE**

6.1 Before the owner can apply for an Occupation Certificate, the Estate Manager and the Estate Architect (or the Aesthetic Committee) must do a final inspection of the building site. A **minimum of 14 days' notice** must be allowed to the Estate Manager prior to the anticipated completion date. No "last minute" requests for final inspections will be entertained.

6.2 Once all the parties involved are satisfied that the Construction site is neat and tidy and that the Building complies with the rules and regulations as set out in the Architectural Guidelines, a final clearance certificate will be issued to the owner.

6.3 This certificate must be handed in at Mbombela when applying for an Occupation certificate.

6.4 The council is aware that no Occupation Certificate must be issued without our approved clearance certificate.

6.5 The office of the Estate Manager must be notified of the date you intend to occupy. The Estate Manager must duly notify security of the date.

6. **ACKNOWLEDGEMENT**

The above document is fully understood and the Contractor and owner undertake to comply with the above point, in addition to any further controls which may be instituted by the EHOA or the Developer from time to time in the form of a written notification and to ensure compliance by any sub-contractors employed by the Contractor, and any suppliers to either contractors, sub-contractors or owners.

Stand number: .....

Street Address:.....  
.....

Name of Owner : .....Signature: .....

Name of Contractor: ..... Signature: .....

Contractor Registered Company Name:  
.....

Represented by: .....

Mobile Tel: ..... Business Tel :.....

Home: .....

Fax : ..... email: .....

Appointed Site Supervisor: ..... Mobile Nr: .....

Estate Manager/Representative Signature: .....Date: .....

## Elawini Luxury Residential Estate Homeowners Association

### Indemnity

All members, their families, friends, workers, visitors entering Elawini Lifestyle Estate hereby indemnify The Elawini Lifestyle Estate Home Owners Association (EHOA) [an association that was established in accordance with Section 29 of Ordinance 15 of 1985] and the developer and hold them harmless against all loss or damage, from any cause arising, which the aforesaid may sustain as a result of entering the property known as Riverside Park Ext. 5, Nelspruit.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

Estate Manager/Representative

\_\_\_\_\_

Home Owner (Stand no:\_\_\_\_\_)

Please visit [www.elawini.co.za](http://www.elawini.co.za) to download the **Architectural Design Manual, Memorandum of Incorporation** and **Elawini Estate Rules** under the heading "HOA"