

LEADWOOD HOME OWNERS ASSOCIATION



LEADWOOD
BIG GAME ESTATE

CONTRACTORS BUILDING RULES & REGULATIONS

AGREEMENT BETWEEN

Name of Building Company

and

LEADWOOD HOME OWNERS ASSOCIATION (LHOA)

VERSION 1 (MAY 2016)

LWDC CONTRACTORS / SUB CONTRACTORS

Rules & regulations – Sales Agent & Site Visitors Procedure

The following regulations, rules and provisions form an agreement between the contractors and their subcontractors with the Leadwood Home Owners Association (LHOA). Each and every provision must be adhered to and the contractor's signature represents the agreement and the subcontractor's agreement to be bound by the rules and penalty clauses herein.

Please Note: All rules & Regulations below apply to Owner/Self-Builder without exception. LHOA Directors also hold the absolute right to approve any owner/self-builder and if necessary deny them building permission if references are not secured.

1. RESPONSIBLE PERSON

The registered stand owner is ultimately responsible for the lead contractor. The lead contractor is responsible for all the sub-contractors, employees and relevant building site visitors. During the build process the lead contractor is responsible for all employees, sub-contractors and visitors to the building site and will ensure that all rules and regulations, health and safety regulations are complied with.

2. REGISTRATION

The Site Owner and the Lead Contractor (builder) must register the build programme commencement date with the LWDC prior to commencement on site of the build. The LWDC farm manager and ECO must inspect the site with the lead contractor prior to build commencement to ensure full compliance with health and safety standards and ensure environmental protection standards are fully adhered to.

3. DEPOSITS REQUIRED PRIOR TO BUILD

The Lead Contractor (builder) must ensure Builders and Environmental deposit of **R 15 000.00** is paid to the LHOA *prior to commencement of the build*. This will be refunded within 60 days after the hand back to the Site Owner subject to all rules and regulations being adhered to and delivered within the normal build timetable. The LHOA will inspect the site on hand back to the Site Owner to ensure full build and environmental adherence has been met. If extension and/or building works cost is lower than R 50 000.00 the builders deposit will be R 2000.00 per month and the owners environmental build levy will be a similar amount. (Pro rata amount will be applied for shorter than a month)

4. BUILDING LEVY

The building management levy may be paid in instalments over the building period by agreement between the LHOA and the registered stand owner. The levy will be determined by the current Architectural Committee as part of the process of approving the plans.

5. NHBRC ENROLEMENT

At or after formal site handover the Lead Contractor must arrange for the NHBRC enrolment forms to be completed. The NHBRC levy must be collected from the Site

Owner by the Lead Contractor (builder) as part of the contract price. Percolation tests in accordance with NHBRC rules and regulations must be completed within two weeks of site handover.

6. **CONTRACTORS BUILDING HOURS**

Summer (01/10 - 30/4) Monday to Friday 07h30 – 16h30

Winter (01/05 – 30/09) Monday to Friday 07h30 – 16h30

No working on public holidays, Saturdays or Sundays will be permitted unless previously approved by both the LHOA and the Leadwood Development Company.

7. **ACCESS TO BUILD SITES ON LEADWOOD BIG GAME ESTATE**

Access will only be granted through the main Leadwood Gate. (on the R 527)

8. **CONTRACTORS CARRIAGE OF EMPLOYEES WITHIN LEADWOOD**

The Lead Contractor (builder) may only transport his own employees. (All sub-contractors must arrive in their own vehicles.) No other employees (maids, gardeners, etc.) may be transported by builder's vehicles unless such transport is approved by the LHOA Board.

9. **CONTRACTORS VEHICLES ALLOWED ONTO LEADWOOD**

9.1 All lead contractor, (builder) and sub-contractor vehicles entering Leadwood must have clear external signage for ease of identification while driving to and from site. (If no signage is apparent to the gate guard, access may be denied).

9.2 Vehicles that appear to be un-road worthy, and or do not appear to be insured, will be refused entry. (If any vehicles are found on Leadwood in the above categories, they will be escorted out of Leadwood) and fines will apply.

9.3 **A maximum gross vehicle weight of 11 tons (e.g. 6 cubic meter tipper),** a height of 3 meters and only single rear axle vehicles will be allowed access onto Leadwood.

9.4 All vehicle loads must be within the approved manufacturers laden weight. If transporting employees, vehicles must not be overloaded and comply with national safety standards.

9.5 No Interlinks or horse and trailer vehicles will be given access onto Leadwood. The Leadwood Farm Manager and gate guards will have full authority to ensure compliance in all categories above.

LHOA, its gate guards and farm management personnel reserve the right to refuse entry or exit and search all vehicles at its discretion. This may be done outside the main gate or on Leadwood.

10. **SPEED LIMIT ON LEADWOOD**

The speed limit on all roads is strictly **30 km/hour** for all lead contractors (builder) and all sub-contractors

11. **LEADWOOD CONTRACTORS (BUILDER) / EMPLOYEES SECURITY REGULATIONS**

- 11.1 The lead contractor, (builder) must ensure all personnel (including themselves) enter and exit Leadwood through the main gate only and within the prescribed times.
- 11.2 This will ensure security is maintained and allows LHOA to know who is on Leadwood at all times.
- 11.3 All contract workers / employees of the lead contractor (builder) must obtain, in advance, an ID CARD from LHOA's selected security company.
- 11.4 All costs associated in obtaining ID Cards for contract workers / employees will be borne by the lead contractor (builder).
- 11.5 All contract workers / employees must collect their ID card on entry each day from the gate house guard and return them each night on exit.
- 11.6 On completion of the building contract, all ID cards must be returned to the security company by the lead contractor (builder).
- 11.7 Regular sub-contractors must obtain a pass from the security company and log it with the gate guard.
- 11.8 LHOA and its security company reserve the right to refuse any person an ID card and / or entry into Leadwood should they believe they have a valid reason to do so.
- 11.9 The LHOA reserves the right to amend the above security procedures from time to time.

12. **FORMS OF INDEMNITY (FOI)**

- 12.1 All personnel entering Leadwood must be covered by a signed FOI to waive any liability against LHOA (Annexure 'B').
- 12.2 Access will be denied to any lead contractor (builder), his staff, (contract staff or employees) family and friends without FOI's being signed and held by LHOA.

13. **SITE PREPARATION AND CLEARANCE**

- 13.1 No clearance of trees, bushes or grass may take place before site handover. The build area will be clearly designated by LHOA in consultation with the lead contractor, (builder).

- 13.2 A stock piling site will be designated at the same time by the above.
- 13.3 The LHOA will clearly identify all trees and bushes that cannot be removed or cut down.
- 13.4 Only one access road will be allowed to the build site and where relevant brush packing should be used to protect the access way either side of the new access road. All trees with a diameter of 7.5cm or more cannot be removed without the explicit authority of the LHOA.
- 13.5 At handover the construction area must be clearly pegged out **and demarcated with danger tape.**

14. **SITE FACILITIES**

- 14.1 **A responsible managing foreman must be present on site at all times during working hours.** The LHOA or their nominated representative is to be advised of their name and contact information.
- 14.2 Approved plans of the build must be kept on site at all times and should be made available to LHOA or their nominated representative upon demand.
- 14.3 A chemical toilet or a properly constructed Grey Water System must be provided. (Long drops will not be accepted).
- 14.4 The toilet must be on site at handover. It must be maintained in a hygienic state with adequate and proper toilet paper supplied by the contractor, (builder) at their cost.
- 14.5 A proper storage shed should be maintained on site for items of value. This facility must be maintained in a good working order and the door is to be closed and or locked each night. (If left open and door creates noise, a fine will be imposed).
- 14.6 Securable containers for rubbish must be placed on site and cleared when near capacity.

15. **WORK IN PROGRESS (SITE)**

- 15.1 The site peg or any other marker must not be removed under any circumstances unless express authority has been obtained by the LHOA.
- 15.2 Open water, electricity, Telkom and any other trenches are to be closed up within a period of 30 days. Open trenches must be animal friendly with a ramp every 10 meters.
- 15.3 Building Rubble – contact the Farm Manager for disposal. If rubble is used for erosion sites, it may not contain paper, tins, pipes, glass, etc. Rubble not used for erosion purposes must be removed weekly in an environmentally compliant way by the lead contractor, (builder) from Leadwood.

- 15.4 No fires are permitted on any building site or elsewhere on Leadwood.
- 15.5 No concrete mixing is allowed directly onto the soil in Leadwood unless an area is designated by the LHOA or their nominated representative at site handover.
- 15.6 The lead contractor, (builder) is responsible for cleaning their work site daily to a level that complies and compliments the surrounding natural area.
- 15.7 Lead contractors, (builder) sub-contractors, employees and or any person associated with them may NOT remove any plant, animal, sand, rocks, stones, wood etc. from Leadwood for their own personal use or for site building purposes.
- 15.8 The lead contractor, (builder) will be wholly responsible for any damage caused to wildlife, fauna, flora or fences by delivery vehicles working at their behest on Leadwood.
- 15.9 The lead contractor, (builder) will be wholly responsible for those persons working for them at their behest and ensure adequate insurance provision and health and safety procedures are met on each build site.
- 15.10 At no time is the lead contractor, (builder) or any person associated with the site build allowed to traverse Leadwood unless they are a stand owner. At all times build personnel must be supervised on site and on direct entry and departure to the build site.
- 15.11 Site workers may not leave the building site area during the working day unless being transported by the lead contractor, (builder) out of Leadwood.
- 15.12 At no time are site workers allowed to interfere with the wildlife on the reserve. Severe penalties will be applied to the lead contractor, (builder) should this happen.

16. **SITE PLANS (DEVIATIONS)**

- 16.1 No deviation from approved site plans will be accepted on commencement of build. Any change must be reviewed prior to build commencement and if accepted, new drawings must be supplied and signed off the LHOA prior to build commencement.
- 16.2 Changes that will cause delay would be: (for example and not wholly):
 - 16.2.2. The external envelop of the building, i.e. elevations, roof scapes, heights, finishes, external lighting, swimming pools, decks, car ports / garages, lapa's, veranda's screen walls, etc, etc.
- 16.3 The LHOA has full authority to decide the action necessary.

17. **BUILD PERIOD**

The build period is 9 months. (Significant penalties will apply for every month or part thereof for an overrun of this timetable. No leeway will be offered for client / builder differing views on a “completed acceptable standard”).

18. **REQUIREMENT AT HAND BACK OF SITE TO OWNER**

- 18.1 Request for site hand back must be made in writing. (This should only be done once the lead contractor; (builder) and the site owner have satisfied themselves that the new structure clearly matches the approved plans and meets fully with the clients’ acceptance. Lead contractor, (builder) must ensure site is fully cleaned from all build materials, rubble, sheds etc. The toilet should also be removed.
- 18.2 The ground area surrounding the new build must be cleaned and brush packing applied to assist regeneration.
- 18.3 Compacted soil should be broken and covered to assist the regeneration process.
- 18.4 All project completion certificates, i.e.: termites, electrical, engineering, percolation etc, along with council occupation must be submitted at site hand back. (Please ensure site hand back is booked well in advance as a full site inspection will be carried out which will take time).

PLEASE NOTE: Site hand back will not take place if any or all of the required certificates are not available and any fines to the contractor remain unpaid.

19. **SERVICE / DELIVERY ACCESS**

- 19.1 All services and delivery **excluding the Security Company, South African Police Service (SAPS), and Emergency Vehicles** will be handled as normal contractor access. Security, Police and Emergency Vehicles will be handled as visitors. Service and delivery vehicles will only be given access and issued with an entry permit on production of a delivery notice clearly identifying the stand number.
- 19.2 The LHOA reserves the right to refuse entry and search the vehicle should the delivery document be unclear or they have suspicions concerning the delivery.
- 19.3 At all times service and delivery vehicles must follow the most direct traverse / private road route to the site.

20. **SELF BUILD BY A LEADWOOD OWNER**

- 20.1 LHOA will consider a self-build by a property owner subject to the following:
 - 20.1.1 The property owner must offer adequate proof of the abilities to build by means of previous experience and finance available. If no previous experience has been obtained, then the LHOA will refuse a self-build with no right of appeal by the property owner.

- 20.1.2 It will be at the sole discretion of the LHOA as to the acceptance of ‘adequate proof’ and their decision will be final.
- 20.1.3 All other rules and regulations enclosed herein will be applicable to the self-build property owner. The LHOA will also have the right to hold a guarantee deposit should they feel the need to do so. This will be returned on satisfactory completion and adherence to all the rules and regulations in place 60 days after completion and sign off by LHOA.

(Note: the building levy on a self-build is still applicable and must be paid over and above the builder’s deposit).

21. **RENEWABLE (ALTERNATIVE ENERGY) – Solar Power / Heat Pumps**

- 21.1 The LHOA will determine the feasibility with the property owner, architect and the installation professionals.
- 21.2 It will be compulsory to use a recommended and recognised installation specialist to ensure full compliance and awareness of the products capabilities and correct installation.
- 21.3 For a full list of approved Eskom suppliers please see www.eskom.co.za/dsm
- 21.4 Heat pumps of gas geysers should be considered as an alternative to solar power. These deliver constant un-interrupted heat and are aesthetically more appealing than solar power panels.
- 21.5 The positioning of any and all alternative energy source will be determined by the installation specialist and the LHOA. The LHOA will have the right to ensure that the installation will not encumber any other owner in any way, (sight or sound) and not detract from the aesthetic appeal of the reserve. Wherever possible it must be positioned within the 17.5 meter build circle.
- 21.6 Wind Turbines – are not allowed on the reserve. The LHOA will review this on an ongoing basis. Presently the availability of wind turbines only delivers unsightly and noisy options.
- 21.7 Private Boreholes and water holes are not allowed on the reserve.

NOTE: LHOA require all architects and building contractors to endorse usage of low energy light bulbs throughout their new houses.

22. **GENERAL NOTICES (for Lead Contractor (builders) awareness only)**

- 22.1 At all times the wildlife of Leadwood has right of way.
- 22.2 Delivery vehicles and contractor’s vehicles should use vehicle passing places or use cross roads to reduce wear, and degradation to the road verges.

- 22.3 Owners, stand owners and traverse owners should also be respected and right of way given to them on all roads at all times.
- 22.4 Walkers (adults and children) and joggers should also be given right of way with consideration at all times.
- 22.5 No unauthorized vehicles and no contractor's vehicles without clear external signage will be allowed access to Leadwood.
- 22.6 No firearms, sporting knives or bow with arrows will be allowed in the reserve unless owned by a resident (confiscation will take place and a police report will be made).
- 22.7 No hawkers, vagrants or job seekers will be given access.

23. **VISITORS / POTENTIAL BUYERS ACCESS (for information only)**

- 23.1 All visitors must use the main gate entrance. (R527 road).
- 23.2 Visitors will only be given access if the gate guard obtains approval from the home owner by telephone or the visitor is granted access from the home owner they are visiting.
- 23.3 Visitors will sign a form of indemnity and be given a pass on entry during normal gate hours, (07h30 – 16h30). On leaving the visitor must have his entry pass stamped or signed by the homeowner and hand it back on exit to the gate guard.
- 23.4 Visitors must always be accompanied on Leadwood by a home-owner or lead contractor (builder) unless travelling to or from the intended home owners premises.
- 23.5 Potential buyers must be escorted by an agent to the main gate for entry.
- 23.6 All agents and potential buyers must sign a FOI and collect an entry pass to ensure a proper record of their entry is made into the reserve.
- 23.7 On departure the pass must be handed back to the gate guard.
- 23.8 Unless permission is obtained in advance all agents and potential buyers should be met and accompanied by a resident or stand owner.
- 23.9 Agents and potential buyers are not permitted to visit private houses unless they have received the authority from the owner to do so.
- 23.10 Agents and potential buyers will only be given access between 08h00 – 16h00.

24. **AGREEMENT**

- 24.1 The owners of Leadwood and the enlarged conservancy require that stringent security and safety procedures are in place to ensure all workers and visiting

personnel are protected and informed of their liability whilst enjoying the benefits of the reserve.

- 24.2 With many dangerous animals living on the reserve it become imperative we know who is on Leadwood at all times. It is important therefore that all persons other than traverse owners from the Conservancy are received at the main gate so that we are able to 'check them in' and more importantly 'check them out' again.
- 24.3 The LHOA believe safety, security and integrity are the main ingredients for a successful business partnership. With these comments in mind we require all those responsible for construction on Leadwood or selling land or property on Leadwood to adhere to the rules herein.
- 24.4 The rules and regulations herein present the requirements of the LHOA. **However, LHOA reserve the right to amend and update all rules and regulations at any time should there be reason to do so.**
- 24.5 Annexure A: shows fines applicable to some breaches of the rules. However, the LHOA reserves the right to fine individuals or companies for any breach of the rules and regulations as interpreted by them at their sole discretion and for any other misdemeanour on the reserve.

I the undersigned accept and agree to the contents of this document and Annexure A & B on behalf of myself and / or my company and all those employed, salaried or paid cash in hand by my company for the build life of this project on Leadwood.

Signature of this agreement confirms the deposit of R 15 000.00 has been received by the Leadwood Home Owners Association.

Lead Contractor, Builder _____
Date

Print Name: _____

Company Name: _____

Company Registration No: _____

Address: _____

Leadwood Home Owners Association _____
Date
Duly authorised representative

ANNEXURE A – FINE STRUCTURE

Fines are applicable to all: i.e. Owners, Visitors, Contractors etc. (if applicable).

The LHOA impose fines only as a last resort when the rules and regulations are not adhered to. They are used solely to enforce the rules and regulations that govern the environment that owners and traverse owners expect to be protected.

LHOA reserve the right to impose fines on any incident on Leadwood which at their sole discretion directly impedes on the safety, environmental protection and comfort of all owners within the reserve.

SPEEDING	
1. Speeding (up to 50km/h)	R 500
2. Speeding (over 50km/h)	R 1000
VEHICLES	
Un-roadworthy vehicles / overloaded vehicles / non taxed vehicles or Insured vehicles. Builders / Contractors vehicles with no external Signage (each instance, builders will not gain access)	R 500
BUILDING PERIOD	
Building period exceeding 9 months (per month or part thereof, no Leeway will be given)	R 10 000
BUILDING PLANS	
Diversion of approved building plans	R 1000
DIRTY SITE / UNHYGIENIC TOILETS / DEFECATION	
1. Low	R 250
2. Medium	R 500
3. High	R 1000
BUILD AREA	
Build area encroaching outside demarked area (per day until Compliance)	R 1000
DAMAGE TO PROPERTY	
Damage to fence or property (wilful or negligent) plus repair cost Of damage caused	
1. Low	R 500
2. Medium	R 1000
3. High	R 2000
DAMAGE TO TREES	
Damage to trees / TLB environment (per instance)	
1. Low	R 500
2. Medium	R 1000
3. High	R 2000

BUILDING RUBBLE IN BUSH	
Minor	R 500
Major	R 1000
TRENCHES	
Trenches left open / trenches not to standard (per instance)	
DUMPING	
Dumping outside designated area without permission (per day until Compliance)	R 2000
CONTRACTORS	
Contractors / workers leaving site without permission (each instance)	R 500
Late at gate without 1-hour notification (builders / contractors)	R 500
DEATH / INJURY	
Death or injury to animals (plus replacement value and/or veterinary Bills. Possible removal from site and reporting to the SAPS)	R 5000
STORAGE	
Storage shed or toilet door left open, creating noise at night (per Instance)	R 100
VEHICLES	
Overweight vehicle / oversized vehicle (per instance and removal)	R 1000
ABUSE	
Abuse to gate guard undertaking his rightful duty (per instance and Possible removal from Leadwood)	R 500
FIREARMS	
Firearms on site without relevant licences / paperwork (possible Confiscation and reporting to SAPS)	R 5000
OFF ROAD DRIVING	
Off road driving / river bed driving (off river crossing) per instance	R 1000
UNAUTHORISED ACTIVITY	
Unauthorised commercial activity by owners / traverse owner (per day)	R 1000
TRAVERSE	
Traverse on neighbouring farm properties within the conservancy (per instance, per vehicle)	R 1000

LHOA will judge other incidents based on the nature of the incident and any consequential damage involved.

LHOA reserve the right to amend, add to or subtract tot his list of fines should they deem it necessary.

All fines imposed are payable within 30 days. LHOA reserve the right to refuse entry to a contractor / sub-contractor / traverse owner if payment is not received this period.