

# newinbosch

NEIGHBOURHOOD ESTATE

## BUILDING RULES AND REGULATIONS

22 June 2026

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### Typical annexures included

<b>Annexure</b>	<b>Title / purpose</b>
Annexure A	Acceptance of Building Rules and Regulations
Annexure B	Newinbosch Guide plan submission and declaration
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## A. General provisions

### 1 OTHER DOCUMENTS

- 1.1 The following documents must be read in conjunction with the Building Rules and all these documents are available on the *MyEstateLife* portal:
- 1.1.1 the Constitution;
  - 1.1.2 the Newinbosch Neighbourhood Rules; and
  - 1.1.3 Neighbourhood Rules Transgression Chart [Appendix 1 to the Newinbosch Neighbourhood Rules];
  - 1.1.4 the Newinbosch Guide; and
  - 1.1.5 the Gatehouse Enrolment & Indemnity Form.

### 2 DEVELOPER APPOINTED CONTRACTORS

- 2.1 It is recorded, for the avoidance of doubt, that these BUILDING RULES shall not apply or be enforceable against any contractors appointed by the DEVELOPER to undertake construction work of any nature on NEWINBOSCH unless such contractor is appointed by a HOMEOWNER to render services to the HOMEOWNER in respect of IMPROVEMENTS or landscaping on such HOMEOWNER's private property inside NEWINBOSCH.

### 3 DEFINITIONS

- 3.1 **ARC** means the MHOA's architectural design review committee, which shall have the controlling architect appointed in terms of the CONSTITUTION as one of its members;
- 3.2 **ARCHITECT** means the person appointed by the Homeowner as his architect and includes his partners, directors or associates;
- 3.3 **ARCHITECTURAL PLANS** means a set of plans prepared by the Architect for the construction of the Homeowner's Improvements on the Unit;
- 3.4 **CONTROLLING LANDSCAPE ARCHITECT** means the landscape architect appointed by the MHOA from time to time to scrutinise and approve landscaping on private properties on NEWINBOSCH in accordance with the NEWINBOSCH GUIDE;
- 3.5 **BUILDING RULES** means the set of rules & regulations provided for herein and including any annexures hereto, which have been formally promulgated by the MHOA and are subject to amendment from time to time and which govern all building activities on NEWINBOSCH;
- 3.6 **BUSINESS DAY** means any day that is not a Saturday, Sunday or South African public holiday;
- 3.7 **COMPLETION CERTIFICATE** means a certificate or confirmation of completion of the WORKS issued by the MHOA in terms of these BUILDING RULES;

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- 3.8 **CONSTITUTION** means the constitution of the MHOA as amended from time to time;
- 3.9 **CONTRACTOR** means a building contractor approved by the MHOA in terms of the CONSTITUTION and in terms of criteria determined by the MHOA and employed by a HOMEOWNER for the construction of IMPROVEMENTS;
- 3.10 **DEPOSIT** means the deposit payable by the HOMEOWNER and the CONTRACTOR in terms of these BUILDING RULES;
- 3.11 **DEVELOPER** means the entity defined as such in the CONSTITUTION;
- 3.12 **EMPLOYEES** means any employee or contractor (including building contractors/contractors and their employees, agents and sub-contractors) employed or appointed by HOMEOWNERS and/or RESIDENTS and/or persons operating a business within NEWINBOSCH from time to time;
- 3.13 **ERF** means every Erf in NEWINBOSCH;
- 3.14 **FEES** means the fees issued by the MHOA in terms of these BUILDING RULES;
- 3.15 **FINES** means the fines issued by the MHOA for non-compliance in terms of these BUILDING RULES;
- 3.16 **HOMEOWNER** means the registered owner of an ERF;
- 3.17 **IMPROVEMENTS** mean any structure of whatever nature constructed or erected or to be constructed or erected on an ERF;
- 3.18 **LANDSCAPING PLANS** means plans for the gardens surrounding IMPROVEMENTS on an ERF;
- 3.19 **LOCAL AUTHORITY** means the Stellenbosch Municipality or its successors in title;
- 3.20 **MHOA** means the Newinbosch Master Homeowners' Association established in accordance with the Local Authority's Municipal Land Use Planning By-law;
- 3.21 **NEIGHBOURHOOD RULES** means all rules and regulations promulgated by the TRUSTEES in terms of the CONSTITUTION from time to time, other than these BUILDING RULES;
- 3.22 **NEWINBOSCH** means phases D to T as reflected on the Subdivision Plan annexed to the CONSTITUTION (i.e. excluding Phases A, B, C, U, and V), which phases and portions of land form part of the mixed-use land development on Erf 17939 in the Municipality and Division of Stellenbosch, Province of the Western Cape and which is known as *Newinbosch Neighbourhood* to be developed in accordance with approval obtained from the Local Authority and includes all/any extension(s) of the township as contemplated herein;
- 3.23 **NEWINBOSCH GUIDE** means the Newinbosch Design Guidelines relating to architectural and landscaping design guidelines prepared for and applicable to Newinbosch, and includes all/any amendments made thereto from time to time;
- 3.24 **SECURITY** means individuals employed by the MHOA or a recognised Security Company duly appointed by the MHOA to perform access control and other security functions on NEWINBOSCH;
- 3.25 **SHOC** means the site handover certificate issued by the MHOA and specifying the requirements for the commencement of the WORKS;

- 3.26 **TRUSTEES** means the trustees of the MHOA, from time to time, as defined in the CONSTITUTION;
- 3.27 **VEHICLE** means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
- 3.28 **WORKS** means the entire process of making IMPROVEMENTS on an ERF and all related activities taking place on the ERF.

#### **4 INTERPRETATION**

- 4.1 In this document, unless inconsistent with or otherwise indicated by the context:
- 4.1.1 any reference to gender includes the other gender;
- 4.1.2 any reference to natural persons includes legal persons and *vice versa*;
- 4.1.3 any reference to the singular includes the plural and *vice versa*; and
- 4.1.4 words and phrases defined in the CONSTITUTION bear corresponding meanings herein.
- 4.2 The clause headings in these BUILDING RULES have been inserted for convenience only and shall not be taken into account in its interpretation.
- 4.3 If any period is referred to in these Building Rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 4.4 These BUILDING RULES shall be governed by, construed, and interpreted in accordance with the law of the Republic of South Africa.
- 4.5 Should a discrepancy exist between these BUILDING RULES, the CONSTITUTION and the NEWIBNSOCH RULES the order of authority is:
- 4.5.1 CONSTITUTION;
- 4.5.2 NEIGHBOURHOOD RULES
- 4.5.3 BUILDING RULES.

#### **5 INTRODUCTION**

Where a HOMEOWNER desires to effect WORKS on an ERF, the HOMEOWNER shall appoint a CONTRACTOR for the construction of such WORKS. The HOMEOWNER shall similarly appoint an ARCHITECT for the design of the WORKS on the ERF. The MHOA wishes to ensure that the construction of any such WORKS is undertaken to cause the least possible damage to the NEWINBOSCH infrastructure and that, where such damage occurs, provision is made for reinstatement, and to ensure that such WORKS are undertaken with due consideration to the environment and not to cause any inconvenience to other HOMEOWNERS. To obtain the objectives above, any HOMEOWNER who wishes to construct WORKS on an ERF and the relevant CONTRACTOR shall bind themselves jointly and severally to fulfil the obligations contained herein.

## **6 BUILDING CONTROL**

The MHOA will monitor the progress and execution of the WORKS. The TRUSTEES will act as aesthetic and building rule controller by delegation of its authority to the ARC. If the TRUSTEES or the ARC finds, in its discretion, that the site conditions are not of an acceptable standard, then the ARC or the TRUSTEES may demand compliance within a set period as communicated with the site representative for the CONTRACTOR. The MHOA is entitled to withhold a COMPLETION CERTIFICATE if any aesthetic/construction deviation or omission occurs. If the CONTRACTOR does not conform within the set time, the MHOA will report such non-conformance to the HOMEOWNER and will be entitled to determine a fine to be levied against the HOMEOWNER for such breach by the CONTRACTOR.

## **7 PAYMENTS**

- 7.1 The CONTRACTOR and HOMEOWNER shall, before commencing the WORKS on the ERF, pay the DEPOSIT and FEES to a bank account nominated by the MHOA or its managing agent and such amounts shall be paid by way of electronic funds transfer and without deduction or set off.
- 7.2 The DEPOSIT shall serve as security for all obligations of whatsoever nature owing by the HOMEOWNER and/or the CONTRACTOR to the MHOA.
- 7.3 The DEPOSIT may be used inter alia by the MHOA for the purpose of:
- 7.3.1 rectifying/repairing any damage to the ESTATE directly/indirectly attributable to the CONTRACTOR or his EMPLOYEES;
- 7.3.2 Should any deductions be made from the DEPOSIT by the MHOA, the MHOA shall have the right to require the CONTRACTOR to reinstate the DEPOSIT to its original amount with seven (7) days of written notice.
- 7.4 The DEPOSIT, less any deductions made by the MHOA, will be refunded to the CONTRACTOR without interest after a COMPLETION CERTIFICATE has been issued.

## **8 FINES**

The MHOA will impose warnings and FINES for various transgressions as described in these Building Rules and may issue ad hoc fines within its sole discretion, if deemed necessary by the TRUSTEES. FINES need to be settled within at the end of the next calendar month following the calendar month in which it was issued.

## **9 BILLING**

The MHOA will e-mail the CONTRACTOR details of the DEPOSIT due to the MHOA. Failed payment of a DEPOSIT will result in access to the ESTATE being denied to the CONTRACTOR and his subcontractors until the outstanding DEPOSIT is paid in full. In addition, the CONTRACTOR will not be allowed to start new work whilst in arrears in respect of a DEPOSIT. Defaulting CONTRACTORS may be removed from the MHOA approved list, and further legal action may be taken to recover costs.

## **10 CONTRACTOR APPROVAL**

- 10.1 It is recorded that as and when a Contractor is appointed and such Contractor complies with these Building Rules to commence a construction project in Newwinbosch, such Contractor shall be considered to be part of the MHOA's panel of Contractors.

10.2 The panel of Contractors can be closed by the MHOA for further Contractors at any stage in the sole and absolute discretion of the MHOA.

## **11 CLAIMS AND DAMAGES**

Any claim the MHOA may have against the CONTRACTOR shall not be limited to the DEPOSIT amount, and the MHOA shall be entitled to recover from the CONTRACTOR the total amount of such claim. If the MHOA alleges that the conduct of the CONTRACTOR, whether by way of commission or omission, is the cause of any damage to any portion of the ESTATE, then the CONTRACTOR and HOMEOWNER shall be deemed liable, unless they are able to prove the contrary. If the CONTRACTOR and HOMEOWNER fail to dispute any claim made in terms of the foregoing within 7 days of receiving notice thereof, they shall be liable for payment of the cost arising therefrom as determined by the MHOA or its appointed professional if required.

## **12 BOUNDARY PEGS**

It is the CONTRACTOR'S and HOMEOWNER'S responsibility to make sure that all pegs required for any aspect of the WORKS are correctly placed by engaging the services of a registered land surveyor.

## **13 LANDSCAPING INSTALLATION PROCEDURES**

All landscaping installations shall reasonably follow the specifications and criteria of the GUIDE. All Landscaping Plans need to be submitted to the CONTROLLING LANDSCAPE ARCHITECT for approval. The MHOA or its agents will inspect the landscaping against the approved plan before a final COMPLETION CERTIFICATE is issued.

## **14 BUILDING COMPLETION**

14.1 Once the CONTRACTOR has achieved practical completion, they must request a completion inspection from the MHOA and supply the MHOA's office with the relevant documentation in this regard.

14.2 The MHOA issues a COMPLETION CERTIFICATE once the CONTRACTOR is compliant with the following:

14.2.1 MHOA has inspected the site and confirmed that all WORKS have been completed in accordance with the approved Architectural Plans and the GUIDE;

14.2.2 all FEES and outstanding FINES due by the HOMEOWNER and CONTRACTOR have been paid; and

14.2.3 rider Architectural Plans are submitted and approved by the MHOA.

14.3 Practical completion does not grant the HOMEOWNER the right to occupy the property prior to the MHOA's inspection and approval. It remains the HOMEOWNER's responsibility to ensure that all LOCAL AUTHORITY occupation permissions are received, and the MHOA accepts no responsibility for failure to do so by the HOMEOWNER or CONTRACTOR before they move in.

## B. Governance, approvals and legal control

Subject	Newinbosch requirements / controls
1.1 Governing source / rule depth	<ul style="list-style-type: none"> <li>- Building Rules manual.</li> <li>- 12 sections plus 7 annexures.</li> <li>- Operational Homeowner + Contractor controls.</li> </ul>
1.2 Controlling body / approval gate	<ul style="list-style-type: none"> <li>- ARC gatekeeps commencement.</li> <li>- MHOA / ARC + Local Authority approvals are required.</li> <li>- SHOC required before work.</li> <li>- Controlling Landscape Architect approvals are required in respect of private landscaping</li> </ul>
1.3 Homeowner liability for contractor breaches	<ul style="list-style-type: none"> <li>- The Homeowner and Contractor acknowledge that they are jointly and severally liable for a breach of these Building Rules.</li> <li>- Occupation may be denied if Building Rules are not met.</li> <li>- Homeowner must deregister Contractors after Completion Certificate is issued.</li> </ul>
1.4 Contractor qualification / preconditions	<ul style="list-style-type: none"> <li>- Fingerprint + original SA ID / Passport registration on security system.</li> <li>- SAPS clearance may be required (in MHOA's discretion).</li> <li>- Approved Health &amp; Safety Plan required.</li> <li>- NHBRC registered and fully paid up.</li> <li>- Employees must be access registered, which will require facial recognition/biometrics registration.</li> <li>- The MHOA may introduce further protocols and processes regarding access control and enrolment from time to time</li> </ul>
1.5 Relationship to other governing documents	<ul style="list-style-type: none"> <li>- Newinbosch Guide and applicable SANS / Local Authority bylaws.</li> <li>- Constitution prevails over Neighbourhood Rules and Neighbourhood Rules prevail over Building Rules.</li> <li>- Newinbosch Guide prevail over Building Rules where inconsistent.</li> <li>- Must be read with Constitution, Neighbourhood Rules, Newinbosch Guide.</li> </ul>
1.6 Plan submission / approval trigger / SHOC issuing	<ul style="list-style-type: none"> <li>- Full plan pack + annexures + neighbour notification + scrutiny fee to ARC</li> <li>- No work until MHOA / Local Authority approvals and site handover.</li> <li>- Detailed Architectural Plans submitted to * MHOA (gives clearance to Homeowner applicant)</li> <li>- Local Authority,</li> <li>- NHBRC</li> <li>- Scrutiny fee paid to ARC and Deposit payable before written approval.</li> <li>- Signed approved plan must always be on site.</li> <li>- No variation may be implemented until approved variation from ARC is available.</li> <li>- No deviation without amended approved plan.</li> </ul>
1.7 Start / finish timing framework	<ul style="list-style-type: none"> <li>- Alterations case by case, but no period longer than 12 months.</li> <li>- Minor works max 3 months.</li> <li>- Commence Works 1 year of date on which registration of transfer of the Property from the Developer to the first Homeowner thereof was registered in the Deeds Registry ("<b>First Transfer Date</b>")</li> <li>- If not commenced within 1 year from the First Transfer Date, the Homeowner and subsequent Homeowners will pay penalty levies from expiry of such 1 year period in accordance with the Rules</li> <li>- Complete Works within 3 years of date on which registration of transfer of the First Transfer Date.</li> <li>- If not completed within 3 years from the First Transfer Date, the Homeowner and subsequent Homeowners will pay penalty levies from expiry of such 3 year period in accordance with the Rules</li> </ul>
1.8 Decision / enforcement powers	<ul style="list-style-type: none"> <li>- Non-compliance can result in formal notices, warnings, directives, or penalties, including suspension of work.</li> <li>- The MHOA may enforce remedial actions at the Homeowner's cost, including repairs or rectification of issues.</li> <li>- Access to the site can be denied for rule breaches or unpaid Fines, and Contractors may be refused entry.</li> <li>- The MHOA has authority to stop work and enforce compliance measures.</li> <li>- Financial consequences may include Fines, deductions from Deposit, and costs for damages or repairs.</li> <li>- Unlawful structures may be demolished, and legal action can be taken if necessary.</li> </ul>

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Subject	Newinbosch requirements / controls
	<ul style="list-style-type: none"> <li>- Occupation of the Erf/Improvements may be denied until compliance is achieved and confirmed by the MHOA.</li> <li>- MHOA decisions are final and binding according to the Constitution and Neighbourhood Rules.</li> <li>- Disputes regarding Deposit damages may be resolved through expert determination.</li> </ul>

### C. Fees, Deposit and levies

Subject	Newinbosch requirements / controls
<b>Deposit</b>	<ul style="list-style-type: none"> <li>- Category A new build: R40,000.</li> <li>- Category B alterations: R30,000.</li> <li>- Category C minor work: R15,000.</li> <li>-</li> <li>- Max of R40 000</li> </ul>
<b>Scrutiny / approval fee</b>	<ul style="list-style-type: none"> <li>- New build or alteration in Category A: R8,850</li> <li>- Category B, R1500</li> <li>- Category C R750 or can be waived by MHOA if really minor</li> <li>- Alteration scrutiny varies by category. ( Compare to Controlling Architect and MHOA)</li> <li>- Resubmissions charged separately. (i.e. First resubmission etc.)</li> <li>- Yearly fee increase</li> <li>- Set amount</li> </ul>
<b>Monthly Newinbosch building levy / control fee</b>	<ul style="list-style-type: none"> <li>- Category A new build total monthly levy: R6,480.</li> <li>- Category B alterations: R3,840.</li> <li>- Category C Minor work: R1,750.</li> </ul>
<b>Board / signage / Health &amp; Safety charges</b>	<ul style="list-style-type: none"> <li>- Builders board to be erected by the Homeowner at own cost as per MHOA specifications issued from time to time</li> <li>- Solar / generator sign fee: R250.</li> <li>- Fixed board design template to be provided and used</li> <li>- Site board and OHS signage are compulsory &amp; contractors to erect boards themselves.</li> <li>- Durable weatherproof format only</li> <li>- No additional signage allowed</li> <li>- Contractors board required if work continues 3 months or longer.</li> <li>- Ordered from MHOA</li> <li>- No other contractor / subcontractor advertising allowed.</li> <li>- Must be removed within one month after issuing of Completion Certificate.</li> </ul>
<b>Water / electricity / utility deposits or fees</b>	<p>New Homeowners will be responsible to finalise and sign the Livewire Documents and to pay any charges for the installation and activation of water and electricity meters and to submit written confirmation of finalisation and signature of such documents to the MHOA on demand</p>
<b>Deposit holding / refund route</b>	<ul style="list-style-type: none"> <li>- Deposit shall be held interest-free</li> <li>- Deposit funds can be used to cover rubble removal, repairs to Estate/common property, damages, fines, or other costs arising from non-compliance.</li> <li>- The MHOA is entitled to deduct any damages, penalties, or outstanding costs from the Deposit.</li> <li>- Release of the Deposit is conditional on compliance with approved Architectural Plans and completion of all required repairs.</li> <li>- A Completion Certificate is required before any refund is processed.</li> <li>- Refunds are generally made after a set period (e.g., 30 days) once the Compliance Certificate has been issued and provided no claims by the MHOA are pending.</li> </ul>
<b>Other monetary recovery rights</b>	<ul style="list-style-type: none"> <li>- If Contractor is failing, the Homeowner remains liable for Fines, repair costs and additional monthly penalty levies.</li> <li>- Deposit can be applied against damage and nonperformance.</li> <li>- MHOA can recover legal costs, remedial costs, demolition costs and other charges.</li> <li>- MHOA claim is not limited to Deposit amount.</li> </ul>

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Subject	Newinbosch requirements / controls
	<ul style="list-style-type: none"> <li>- Fines payable by at the end of the next calendar month following the calendar month in which it was issued</li> <li>- Non- payment of any amounts by the Contractor leads to denied access for the Contractor, its Employees and sub-contractors.</li> </ul>

### D. Operations: Site establishment, screening and temporary facilities

Subject	Newinbosch requirements / controls
<b>Site handover / commencement date – issuing of SHOC</b>	<ul style="list-style-type: none"> <li>- Permit and list of required documents</li> <li>- Min 2 working days' notice for SHOC to be issued following submission of all required documentation</li> <li>- After issuing of SHOC, 5 working days' notice must be given by the Homeowner or the Contractor prior to commencing work on Site.</li> <li>- Site handover meeting with the relevant MHOA appointed representative before moving onto site or storing materials.</li> </ul>
<b>Site screening / fencing standard</b>	<ul style="list-style-type: none"> <li>- 1.8m high charcoal / black builders shade netting. No other colours allowed.</li> <li>- Minimum 80% density.</li> <li>- Used where no existing boundary wall / screening exists or where MHOA requires it.</li> <li>- One entrance delivery gate.</li> <li>- Netting must remain straight, tight and square.</li> </ul>
<b>Gate locking / afterhours site security</b>	<ul style="list-style-type: none"> <li>- Gate locked after hours with chain and padlock.</li> <li>- Gate must be covered with the same regulation charcoal/black netting.</li> </ul>
<b>Toilets and washing facilities</b>	<ul style="list-style-type: none"> <li>- Chemical toilet or water flush system must be on site.</li> <li>- No toilets / sheds on sidewalks or private open space on the Estate without permission.</li> <li>- Detailed toilet section adds approx. 1 toilet per 15 workers and washing facility requirements.</li> </ul>
<b>Storage sheds / containers / stockpiles</b>	<ul style="list-style-type: none"> <li>- Material stacked behind screening.</li> <li>- No stockpiles over 1.8m.</li> <li>- Green/white/grey/ charcoal lockable container must be on site/ or with approval from neighbour, cordoned off with the same shade net</li> <li>- Must be painted, kept tidy and locked.</li> </ul>
<b>Temporary water / electricity / meters</b>	<ul style="list-style-type: none"> <li>- Temporary electricity through meter to distribution board.</li> <li>- Permanent meter boxes later built into boundary wall or approved meter wall. ( Add the existing spec)</li> <li>- Contractor remains liable for all consumption until Completion Certificate is issued.</li> </ul>

### E. Working hours, labour, access and security

Subject	Newinbosch requirements / controls
<b>Standard working hours</b>	Monday to Friday: 07:00 -18:00.
<b>Saturday / afterhours rule</b>	<ul style="list-style-type: none"> <li>- Saturday 08:00 - 12:00 with prior consent and no-noise and dust work</li> <li>- After hours requires written approval at least 48 hours before.</li> </ul>
<b>Sunday / public holiday / builder 's break rule ( 15th of December to 2<sup>nd</sup> Monday of following January)</b>	<ul style="list-style-type: none"> <li>- No Sundays or public holidays.</li> <li>- No building activity during the December builders break.</li> <li>- Application to be submitted for minor work</li> </ul>

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Subject	Newinbosch requirements / controls
<b>Access/facial recognition/biometric registration and ID control (subject to changes in procedure as communicated by MHOA from time to time)</b>	<ul style="list-style-type: none"> <li>- All Employees must be registered with fingerprint and facial recognition and original SA ID / Passport registration on Estate security system.</li> <li>- SHOC proof handed to contractors gate admin.</li> <li>- Criminal Checks will be required and SAPS clearance may be required.</li> <li>- Approved Health &amp; Safety Plan required.</li> <li>- NHBRC registered and fully paid up.</li> <li>- MHOA may create security control measures and admission rules.</li> <li>- Employees and sub-contractors must be access registered.</li> <li>- Employee access and exit via main gate security control each day.</li> <li>- Contractor remains responsible for sub-contractor compliance.</li> <li>- People and Vehicles may be searched on entry and exit.</li> <li>- Refusal to be searched can lead to denial or ban.</li> </ul>
<b>Staff movement, transport and labour controls(subject to changes in procedure as communicated by MHOA from time to time)</b>	<ul style="list-style-type: none"> <li>- No roaming around Estate beyond demarcated Erf.</li> <li>- Security procedures, company shirts / bibs and safety gear are emphasized.</li> <li>- Name of Contractor on Bib</li> <li>- Movement between main gate and site must be by Vehicle.</li> <li>- Casual labour is not allowed.</li> </ul>
<b>Guards, site presence and conduct</b>	<ul style="list-style-type: none"> <li>- Private security officers only if PSIRA registered.</li> <li>- Safety gear is mandatory.</li> <li>- Building activity may be suspended for conduct / compliance failures.</li> <li>- Maximum 1 watchman per Erf allowed, subject to legal compliance and Contractor responsibility.</li> <li>- Watchmen breach attracts removal plus Fine.</li> <li>- Alcohol / drugs prohibited and Contractor branded clothing required.</li> </ul>

## F. Deliveries, Vehicles, parking and roads

Subject	Newinbosch requirements / controls
<b>Vehicle size / load limits</b>	<p>Max L = 9m Max W = 2.8m Max H = 3.8m Max GVM = 25 tons Any vehicle with GVM greater than 10ton, must be at least a double rear axle vehicle.</p> <p>Accordingly, limit of 6m<sup>3</sup> / 5000 bricks. No horse and trailer type trucks will be allowed.</p>
<b>Speed limit and safe driving</b>	<ul style="list-style-type: none"> <li>- 30 km/h speed limit.</li> <li>- Speeding Fines escalate according to speed travelled, with separate fines for 31-35 km/h, 36-40km/h and 41+ km/h, as per the Neighbourhood Rules.</li> <li>- Continuous non-compliance can lead to expulsion.</li> </ul>
<b>General delivery window and frontage rule</b>	<ul style="list-style-type: none"> <li>- Deliveries operate within normal building time controls.</li> <li>- Driveway / access point must be clearly marked.</li> <li>- Oversize Vehicles may need to offload outside the contractors entrance and shuttle in.</li> </ul>
<b>Concrete delivery controls</b>	<ul style="list-style-type: none"> <li>- Road contamination and spills must be cleaned immediately.</li> <li>- No concrete may spill onto road surface.</li> <li>- Contractor must brief concrete suppliers.</li> <li>- No truck washing / rinsing on estate.</li> <li>- No surplus concrete dumping.</li> <li>- No concrete deliveries after 15:00.</li> </ul>
<b>Parking and afterhours vehicle position</b>	<ul style="list-style-type: none"> <li>- No excessive road parking.</li> <li>- No more than 3 Vehicles</li> <li>- Parking must be kept to a minimum.</li> <li>- No obstruction or pavement / landscaped area parking.</li> <li>- No work related Vehicles may remain after hours.</li> </ul>
<b>Roads, verges, damage and adjacent erf storage</b>	<ul style="list-style-type: none"> <li>- Contractors and Homeowners are liable for any damage to roads, kerbs, verges, manholes, trees, hydrants, and Estate services to be deducted from Deposit</li> </ul>

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Subject	Newinbosch requirements / controls
	<ul style="list-style-type: none"> <li>- The area in front of and around the site (Erf), including adjoining areas, must be kept clean at all times.</li> <li>- Any damage to common or landscaped areas may be repaired at the Homeowner's cost and deducted from the Deposit.</li> <li>- Homeowners may be given a defined period (e.g., 14 days) to rectify landscaping damage after written notice from the MHOA.</li> <li>- Access to the site (Erf) is restricted to the approved driveway only.</li> <li>- Both Contractors and Homeowners share responsibility for damage to Estate property, including plants and infrastructure.</li> <li>- Temporary storage on adjacent Erven is only permitted with written consent from the MHOA and the relevant neighbour.</li> </ul>

## G. Housekeeping, environment, plan control and completion

Subject	Newinbosch requirements / controls
<b>Site cleanliness / rubble removal</b>	<ul style="list-style-type: none"> <li>- Site kept clean daily.</li> <li>- Road and walkway cleaned before 17:00.</li> <li>- Access may be denied if site is not kept clean.</li> <li>- Rubble removed at intervals not exceeding one week.</li> <li>- Litter removed daily.</li> <li>- No rubble or excavated material stored on estate.</li> </ul>
<b>Litter, skips and refuse handling</b>	<ul style="list-style-type: none"> <li>- Skip facility required.</li> <li>- No dumping or windblown debris to adjacent stands or POS.</li> <li>- Penalties apply for no skip or uncovered skip.</li> <li>- Hazardous refuse requires safe containment.</li> <li>- No litter may be stored or mixed with rubble.</li> <li>- Littering attracts daily fines until removed.</li> <li>- No burning or burying of refuse.</li> </ul>
<b>Washing vehicles / servicing equipment</b>	<ul style="list-style-type: none"> <li>- Servicing or repair of vehicles / equipment is not allowed on estate.</li> <li>- No washing of vehicles / equipment.</li> <li>- No servicing or repairs on estate.</li> </ul>
<b>Fires, smoking and hazardous waste</b>	<ul style="list-style-type: none"> <li>- No burning of refuse or material.</li> <li>- Hazardous substances require management controls.</li> <li>- Cement / mix water into stormwater drains is a fined offence.</li> <li>- Smoking only in designated area.</li> <li>- At least 2 x 4.5kg DCP extinguishers required on site. ( Serviced and up to date)</li> </ul>
<b>Dust, stormwater and environmental protection</b>	<ul style="list-style-type: none"> <li>- Stormwater management plan and erosion controls required.</li> <li>- Sand covering and dust dampening expected.</li> <li>- Water to be sprayed if necessary.</li> <li>- Prevent pollutants entering sewers, water bodies or ground water.</li> </ul>
<b>Approved plans on site / deviations</b>	<ul style="list-style-type: none"> <li>- A3 Approved Architectural Plans must be permanently available on site. Plans to be laminated, signed and stamped in book form.</li> <li>- Deviation requires rider plan or amended approval.</li> <li>- Serious noncompliance can put Contractor offsite.</li> <li>- Works must conform to Newinbosch Guide and ARC approved Architectural Plans.</li> <li>- Unlawful structures can be demolished by the MHOA at the Homeowner's cost and such costs may be deducted from the Deposit.</li> <li>- No variation until ARC approved variation is in hand.</li> </ul>
<b>Inspections, progress control and meetings</b>	<ul style="list-style-type: none"> <li>- Contractor must lodge programme / timeline with MHOA/ARC.</li> <li>- Formal progress control sequence: application, commencement, building form, first height, second height, and Completion Certificate.</li> <li>- MHOA to be emailed 72 hours before control point inspection.</li> <li>- Responsible person must accompany inspectors.</li> <li>- ARC nominated representative conducts completion and final snag inspections before issuing Completion Certificate.</li> </ul>
<b>Completion / occupation requirements</b>	<ul style="list-style-type: none"> <li>- Occupation may be denied if provisions are not met.</li> <li>- Completion Certificate requires Local Authority Occupation Certificate, all Fines paid, Estate damage repaired and site cleared.</li> <li>- Landscaping must be installed</li> </ul>

**NEWINBOSCH MASTER HOMEOWNERS' ASSOCIATION**  
Building Rules and Regulations

<b>Subject</b>	<b>Newinbosch requirements / controls</b>
	- No occupation before Completion Certificate has been issued

## Appendix 1. Numeric Fees, Deposit and penalty triggers

Subject	Newinbosch requirements / controls
<b>Contractors / damages deposit</b>	<ul style="list-style-type: none"> <li>- Category A New Build R40,000</li> <li>- Category B Alterations R30,000</li> <li>- Category C Minor work R15,000 by category.</li> <li>- Max of R40 000</li> </ul>
<b>Monthly building levy / control fee</b>	<ul style="list-style-type: none"> <li>- Category A New Build R6,480</li> <li>- Category B Alterations R3,840</li> <li>- Category C Minor work R1,750 by category.</li> </ul>
<b>Scrutiny / approval fee</b>	<ul style="list-style-type: none"> <li>- New build or alteration in Cat A: R8,850</li> <li>- Category B, R1500</li> <li>- Category C R750 or can be waived by MHOA if really minor</li> </ul>
<b>Board / Health &amp; Safety / signage fee</b>	<ul style="list-style-type: none"> <li>- Fixed board design template will be provided</li> <li>- Contractor to erect at own cost</li> </ul>
<b>Water / electricity deposit or fee</b>	As per Livewire Documents
<b>Late completion / slow build penalty</b>	Penalty Levies payable by the Homeowner in accordance with the Neighbourhood Rules
<b>Example explicit fine / penalty amounts</b>	<ul style="list-style-type: none"> <li>- Speeding: escalate according to the speed travelled with separate fines for 31-35 km/h, 36-40km/h and 41+ km/h, as per the Neighbourhood Rules. .</li> <li>- Building without approved plan: R2000 + offsite.</li> <li>- No toilet: R1000 / R2000 / offsite.</li> <li>- R500 limits of activity breach (i.e. beyond 50m from the site where they are working).</li> <li>- R1000 per employee not enrolled on access control system.</li> <li>- R2000 vehicle size breach.</li> </ul>
<b>Deposit refund / deduction route</b>	<ul style="list-style-type: none"> <li>- Refunded 30 days after Completion Certificate if no breach/MHOA claim.</li> <li>- Can be used for damage / rubble cleanup.</li> </ul>

## Appendix 2. Control steps

Control Step	Document(s) & Action(s)	Approval required
Application as approved Contractor in Newinbosch	<ul style="list-style-type: none"> <li>- Master Builders Association Registration</li> <li>- Contractor's All Risk Insurance</li> <li>- NHBRC Registration</li> <li>- Copy of NHBRC Enrolment Certificate</li> </ul>	MHOA
Commencement – issuing of SHOC	<ul style="list-style-type: none"> <li>- Payment of Deposit</li> <li>- First month's building levy</li> <li>- Furnishing of requisite security enrolment information for all Employees and sub-contractors</li> <li>- Homeowner and Contractor to sign and submit an acknowledgement of the Building Rules</li> </ul>	MHOA
Building Form	Ref Annexure	<ul style="list-style-type: none"> <li>- Land Surveyor ARC</li> <li>- MHOA</li> </ul>
First Height (Wall Plate)	Ref Annexure	<ul style="list-style-type: none"> <li>- Land Surveyor Professional Engineer ARC</li> <li>- MHOA</li> </ul>
Second Height (Roof)	Ref Annexure	<ul style="list-style-type: none"> <li>- Land Surveyor Professional Engineer ARC</li> <li>- MHOA</li> </ul>
Final Completion Certificate	Annexure B	ARC
	- Annexure G	- ARC

**NEWINBOSCH MASTER HOMEOWNERS' ASSOCIATION**  
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<b>Control Step</b>	<b>Document(s) &amp; Action(s)</b>	<b>Approval required</b>
	- Local Authority Occupation Certificate	- Local Authority

**NEWINBOSCH MASTER HOMEOWNERS' ASSOCIATION**  
Building Rules and Regulations | Typical Annexures

### Appendix 3. Fine schedule for building control offences

Transgression	Rule Ref	1st Offence	2nd Offence	3rd Offence	4th Offence
Damages to Estate		R1000 for review of damages plus costs of remedying damages			
Failure to remove building rubble.		R 2000 per transgression.			
Littering.		R 500 per day until litter has been removed.			
Employee movement and security/ Not registered to work on Erf		R 1 000 per person	R2 000 per person	R3 000 per person	
Exceeding Specified working hours		R2 000 per person			
Washing of Vehicles and equipment.		R 1000 per transgression.			
Exceed Maximum load allowed		R 1 000	R2 000	R3 000	
Illegal Parking		Warning	R1 000	R2 000	R3 000
Fires.		R 2000 per transgression.			
Ablution facilities.		R 1000.			
Site screening.		R 1000 per transgression.			
Watchmen.		R 2000 per transgression.			
Vehicle sizes.		R 4000 per transgression.			
General deliveries.		R 2000 per transgression.			
Concrete deliveries.		R 2000 per transgression plus cost incurred.			
Storage facilities.		R 200 per day.			
Speed limit.		31 – 35km/h: R500 36 – 40 km/h: R1000 41km/h and above: R2000	31 – 35km/h: R1000 36 – 40 km/h: R2000 41km/h and above: R4000	31 – 35km/h: R2000 36 – 40 km/h: R4000 41km/h and above: R5000	31 – 35km/h: R10 000 36 – 40 km/h: R10 000 41km/h and above: R10 000
Reckless driving (not abiding by traffic rules)		R1000			
Cutting Traffic Circles		R500			
Illegal parking & driving, e.g. verges, open areas, private parking lots, Hospitality Area		R500			
Vehicles not driven by a licensed driver: Second offence		R1000	R2000		
Verbally abusing, disrespecting or challenging the Speed Control Office		R1000			
Architectural Plans and progress reports		R 2000 per incident.			
General control.		R 500 per incident.			
Roads and verges.		R 300 per day plus cost where applicable.			
Advertising boards.		R 300 per day.			

### Appendix 4. Fee structure for building activities

Fee / item	Category A: New building / alterations	Category B: alterations	Category C: minor work	Category C: minor work
VALUE OF BUILDING WORK	Category "A" New Building /Alts	Category "B" Alterations	Category "C" Minor work	
	>R1 000 000	<R1 000 000	<R100 000	
Pre-Building Fees				
Contractor's deposit- no Vat	R 40 000.00	R 30 000.00	R 15 000.00	
New building plan scrutiny	R 8 850	N/A		
Re-submission	R 4281.25 TBC	N/A		

**NEWINBOSCH MASTER HOMEOWNERS' ASSOCIATION**

Building Rules and Regulations | Typical Annexures

Fee / item	Category A: New building / alterations	Category B: alterations	Category C: minor work	Category C: minor work
Alterations and Additions- Scrutiny	R 10 000	R 1 500.00 TBC	R 750.00 TBC (can be waived by MHOA if extremely minor in nature)	
Re-submission	R 4281.25 ( 1st resubmission fee TBC)	R 2500.00 TBC	R 1562.50 TBC	
- Building Administration Road Maintenance Security	- R 1000 - R 500 - TBC	- R 800 - R 400 - R 3840 TBC	- R 550 - R 400 - R 1750 TBC	
- Other plan scrutiny - Ad hoc applications e.g. Solar etc.		R 1200.00 TBC		
- Alternative Power Supply Signs - For all Solar and Generators		- R 100 - Set- up fee R 150 - Total R 250 TBC		

### Appendix 5. Detailed building control offence matrix

Description of transgression	Rule Ref	1st Offence	2nd Offence	3rd Offence	4th Offence
<b>ENVIRONMENT</b>					
Non-Compliance with Newinbosch Guide will be subject to a R2000 penalty per month. After (3) three months penalty will increase to R5000 per month.					
<b>BUILDING CONTROL OFFENCES</b>					
Not registered to work on the erf in question	Rule Ref....	R1 000	R2 000	R3 000	R3000
- Exceed maximum load allowed on the - Estate		R1 000	R2 000	R3 000	R3000
Damages to the Estate		Costs to be determined MHOA			
Illegal parking		Warning	R1 000	R2 000	R3000
- Un/authorised Employees and/or sub-contractors walking on the Estate outside of the demarcated - erf		R2000per person			
Exceeding specified working hours on the Estate		R2000per person			
Building without an MHOA & Local Authority approved plan		R2000 penalty and offsite till Architectural Plans approved			
Deviation from MHOA & Local Authority approved plan		Warning to stop work on affected areas and submit rider plan within 7 days. Thereafter R2000 penalty and Offsite until plans approved.			
Failure to provide Local Authority approved plan on site		- Warning to provide approved plan within 7 days. - Thereafter R2000 penalty and Offsite until Architectural Plans in possession.			
- Commencement of Works subject to time limit as per Neighbourhood Rules and these Building Rules (i.e. 12 months from First Transfer Date) - Completion of Works subject to time limit as per Neighbourhood Rules and these Building Rules (i.e. 36 months from First Transfer Date)		Penalty Levies as per Neighbourhood Rules			

### NEWINBOSCH MASTER HOMEOWNERS' ASSOCIATION

Building Rules and Regulations | Typical Annexures

Description of transgression	Rule Ref	1st Offence	2nd Offence	3rd Offence	4th Offence
Failure to wear proper safety equipment		- Warning to rectify - immediately	Contractor Offsite until situation remedied		
Disposing of cement/mix water into storm water drain		R2000 penalty plus re-instatement			
Failure to comply with MHOA instructions		- Warning to rectify - immediately	R1000	Off site until situation remedied	
Failure to provide skip on site		Warning within 24hrs	R1000	Off site until situation remedied	
Failure to cover skip		- Warning within - 24hrs	R1000	R1500	
Failure to provide contractors toilet		R1000	R2000	Off site until situation remedied	
Failure to clean toilet		R1000	R2000	Off site until situation remedied	
Failure to provide hoarding/netting		Warning within 24hrs	R1000	Off site until situation remedied	
Failure to lock site		Warning within 24hrs	R1000	Off site until situation remedied	
Failure to keep netting straight		Warning within 24 hrs	R1000	Off site until situation remedied	
Failure to provide Health and Safety board		Warning within 24hrs	R1000	Off site until situation remedied	
Vehicles blocking road		Warning to rectify immediately	R1000	Off site until situation remedied	
Illegal stock piling		- Warning within - 24hrs	R1000	Off site until situation remedied	
Failure to keep driveway cleaned and keep site neat and tidy		Warning to rectify immediately	R1000	Off site until situation remedied	
Failure to keep street front cleaned and rubble material from road		Warning to rectify immediately	R1000	Off site until situation remedied	
Failure to cover sand/dampen/screen		Warning to rectify immediately	R1000	Off site until situation remedied	
Failure to obtain SHOC		R1000	Off site until situation remedied		

## Typical Annexures

The following annexures are designed for use with this Building Rules document.

<b>Annexure</b>	<b>Document reference</b>
Annexure A	Acceptance of Building Rules
Annexure B	Newinbosch Guide plan submission and declaration
Annexure C	Declaration of affected neighbours / notification of proposed building activity
Annexure D	Contractor and sub-contractor information
Annexure E	Occupational health and safety requirements
Annexure F	SHOC information
Annexure G	Final inspection, Completion Certificate, penalties and Deposit refund

## ANNEXURE A

### ACCEPTANCE OF BUILDING RULES AND REGULATIONS

We hereby acknowledge that we have received the Building Rules. We have read the document, understand its contents, and agree to abide by all conditions set out therein.

The Homeowner specifically acknowledges that he / she has read and understands the Building Rules and agrees to pay any applicable penalties where the Works are not completed or conducted in accordance with this document, the SHOC and the MHOA approved Architectural \Plans in respect of the Works.

The Homeowner and the Contractor acknowledge and agree that they will be jointly and severally liable for any losses/damages suffered by the MHOA as a result of a breach of the Building Rules.

#### HOMEOWNER:

LANDLINE NUMBER	
CELL PHONE NUMBER	
EMAIL ADDRESS	

#### ARCHITECT:

LANDLINE NUMBER	
CELL PHONE NUMBER	
EMAIL ADDRESS	

#### PROJECT MANAGER:

LANDLINE NUMBER	
CELL PHONE NUMBER	
EMAIL ADDRESS	

#### CONTRACTOR:

LANDLINE NUMBER	
CELL PHONE NUMBER	
EMAIL ADDRESS	

Signed at Newinbosch on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NAME OF HOMEOWNER

SIGNATURE

NAME OF ARCHITECT

SIGNATURE

NAME OF PROJECT MANAGER

SIGNATURE

NAME OF CONTRACTOR

SIGNATURE

## ANNEXURE B

<b>NEWINBOSCH GUIDE PLAN SUBMISSION AND DECLARATION</b>
---

All building plans, alterations and additions must be submitted to the MHOA / ARC prior to Local Authority submission. Drawings must include all required information and any proposed deviations, waiver applications, solar, generator, gas, rainwater harvesting, greywater or blackwater systems.

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

**HOMEOWNER:**

<b>LANDLINE NUMBER</b>	
<b>CELL PHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

**ARCHITECT:**

<b>LANDLINE NUMBER</b>	
<b>CELL PHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

**Architect declaration**

I, the undersigned \_\_\_\_\_, in my capacity as the architect / responsible registered professional for the Works to be undertaken on Erf \_\_\_\_\_, declare that the above information is correct and complete, and certify that all elements of the design submitted conform to the Newinbosch Guide, approved waivers and the Building Rules. I acknowledge that if the submission is incomplete or non-compliant, additional scrutiny fees may be payable.

**NAME OF HOMEOWNER**

**SIGNATURE**

**NAME OF ARCHITECT / RESPONSIBLE PERSON**

**SIGNATURE**

**Information required on Architectural Plans**

No.	Information required	Compliant	Comment
1	Contour base plan with 500mm contours	YES / NO / N/A	Comment
2	Permissible coverage	YES / NO / N/A	Comment
3	Actual coverage	YES / NO / N/A	Comment
4	Percentage in terms of square meterage	YES / NO / N/A	Comment
5	North sign	YES / NO / N/A	Comment
6	Roof plan	YES / NO / N/A	Comment
7	Floor plans	YES / NO / N/A	Comment
8	Elevations	YES / NO / N/A	Comment
9	Sections	YES / NO / N/A	Comment
10	Position of driveway	YES / NO / N/A	Comment
11	Hard landscaping finishes	YES / NO / N/A	Comment
12	Building lines	YES / NO / N/A	Comment
13	Drainage plan	YES / NO / N/A	Comment
14	Bulk earthworks with cut and fill sections	YES / NO / N/A	Comment
15	Location of retaining structures	YES / NO / N/A	Comment
16	Schedule of finishes	YES / NO / N/A	Comment
17	Positions of external lights	YES / NO / N/A	Comment
18	All boundary walls and fences / palisades	YES / NO / N/A	Comment
19	Water features	YES / NO / N/A	Comment
20	Swimming pools with pumps	YES / NO / N/A	Comment
21	Gazebos / external structures	YES / NO / N/A	Comment
22	Clotheslines	YES / NO / N/A	Comment
23	Dustbin storage	YES / NO / N/A	Comment
24	Finishes of external structures	YES / NO / N/A	Comment
25	Other paving areas	YES / NO / N/A	Comment
26	Solar heating / photovoltaic systems	YES / NO / N/A	Comment
27	Power generation / generator installation	YES / NO / N/A	Comment
28	Gas installation	YES / NO / N/A	Comment
29	Rainwater harvesting	YES / NO / N/A	Comment
30	Grey / black water reticulation systems	YES / NO / N/A	Comment
31	Landscape plan compliant with Newinbosch landscape requirements	YES / NO / N/A	Comment
32	Street-facing rendering or 3D perspective where required	YES / NO / N/A	Comment

*Plans will not be scrutinised unless all required details have been supplied and all Fees have been paid.*

## ANNEXURE C

### DECLARATION OF AFFECTED NEIGHBOURS / NOTIFICATION OF PROPOSED BUILDING ACTIVITY

This letter serves to notify neighbouring Homeowners of a proposed building activity, alteration, addition or departure application. It does not replace MHOA, ARC or Local Authority approval.

Applicant details	
Erf / erven	
Owner	
Address	
Application type	Building plan / Departure / Other
Description of work	

### Neighbour details and comment

I / We, the registered owner(s) of the undermentioned Erf/Erven, having been informed of the proposed building work, confirm that I / we understand the proposal as set out above and confirm that I / we:

Have no comment       Comment for the reasons listed below

Comment / reasons: \_\_\_\_\_

Owner full names: \_\_\_\_\_

Erf number: \_\_\_\_\_

Street address: \_\_\_\_\_

Contact number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEXURE D

### CONTRACTOR AND SUB-CONTRACTOR INFORMATION

ERF NO: \_\_\_\_\_

Contractor: \_\_\_\_\_

Sub-contractor: \_\_\_\_\_

#### Company details

Name	
Postal address	
Postal code	
Street address	
Street code	
Landline	
Cell number	
Email address	
NHBRC / registration number	
Insurance / CAR policy reference	

#### Responsible person

Name	
Surname	
Title	
ID number	
Landline	
Cell number	
Email address	

**SIGNATURE**

**DATE**

## ANNEXURE E

### OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

For each new build on an Erf, the Homeowner and/or Contractor shall, at their own cost, appoint the MHOA-approved occupational health and safety agent/service provider (currently **Safe Working Practice Cape Town (Pty) Ltd**) ("**OHS Service Provider**") and shall comply with the Occupational Health and Safety ("**OHS**") process, documentation, audits, inspections, close-out requirements and fee structure as prescribed by the MHOA and/or the OHS Service Provider from time to time.

The applicable fees payable to the OHS Service Provider shall be as follows, which fees may be updated / escalated from time to time on notice from the MHOA or the OHS Service Provider Homeowner and/or the Contractor:

**Pre-Construction Phase:**

<p><b>SAFETY SPECIFICATION:</b> Prepare a site-specific Health and Safety Specification and Baseline Risk Assessment for the construction work.</p>	<p align="center"><b>R2950.00 excl. VAT Once off (Discounted rate)</b></p>
<p><b>CONSTRUCTION WORK PERMIT APPLICATION:</b> Please note that the threshold for a construction work permit for projects commencing after October 2019 will be as below:</p> <ul style="list-style-type: none"> <li>a. Exceeds 365 days and will involve more than 3600 person days of construction work or</li> <li>b. Construction industry development board (CIDB) grading level 7, 8 or 9. Currently a grading level of 7 is R60 million</li> </ul>	<p align="center"><b>R10 500.00 excl. VAT Once off (where applicable)</b></p>

**Construction Phase:**

<p><b>ASSESSMENT OF PC SAFETY PLAN:</b> Discuss and negotiate with the Contractor the contents of the Contractor's safety plan and thereafter finally approve that plan for implementation, @R3500.00 once off</p>	<p align="center"><b>R3500.00 excl. VAT Once off</b></p>
<p><b>CONSTRUCTION OHS AGENT AUDITS:</b> Conduct Health and Safety Audit and document verification on a <b>FORTNIGHTLY BASIS</b> to ensure that the Contractor's safety plan and safety file is implemented and maintained on site, @R5200.00 per month</p>	<p align="center"><b>R5200.00 excl. VAT Per month</b></p>
<p><b>CLOSE OUT AUDITS:</b> Evaluation of the Contractor's health and safety file at final completion – Physical and Administration, @R3500.00 once off</p>	<p align="center"><b>R3500.00 excl. VAT Once off</b></p>

**Additional Services if required (With Authorisation of Homeowner/Contractor)**

<p>Rate per hour travel cost per kilometre for additional work required (e.g.: additional inspections, accident investigation, liaison with Dept. of Labour, etc.)</p>	<p align="center"><b>R750.00 per hour excl. VAT and R5.80 per kilometre from OHS Service Provider's Office</b></p>
--	--

No SHOC, site access, or continuation of work shall be permitted unless the MHOA has received proof that the required OHS Service Provider appointment and the required OHS documentation prescribed by the OHS Service Provider/the MHOA are in place and required payments as aforesaid have been made to the OHS Service Provider. The Homeowner and Contractor shall be jointly and severally liable for all such OHS costs, including monthly audits, close-out audits, permit applications where applicable, additional inspections and any related statutory or service provider charges.

## ANNEXURE F

<b>SHOC INFORMATION</b>
-------------------------

Erf no.	
Construction commencement date	
Contractual completion date	
Homeowner	
Contractor	
MHOA / Technical Manager	

### Commencement checklist

No.	Requirement	Confirmed / date
1	Full plan pack, annexures, neighbour notification where required and scrutiny fee submitted.	
2	MHOA / ARC and Local Authority approvals obtained.	
3	Contractor deposit, first monthly building levy / control fee, board fees and applicable utility deposits paid.	
4	Building Rules / Contractors Code of Conduct accepted by Homeowner and Contractor.	
5	Security registration completed for Employees and sub-contractors.	
6	Approved Health & Safety Plan and required OHS signage / site board in place.	
7	Site handover meeting completed before occupation of site or material storage.	
8	Site screening, gate, toilet, skip, container / storage and temporary services installed.	
9	Approved A3 signed / stamped plan pack available on site.	
10	Contractor programme / timeline lodged with MHOA.	
11	72-hour inspection notice procedure and control points explained to Contractor.	

**Site handed over on:** \_\_\_\_\_ **by:** \_\_\_\_\_

**OWNER / REPRESENTATIVE**

**SIGNATURE**

**PRINCIPAL CONTRACTOR**

**SIGNATURE**

**MHOA / TECHNICAL MANAGER**

**SIGNATURE**

## ANNEXURE G

<b>FINAL INSPECTION, COMPLETION CERTIFICATE, PENALTIES AND DEPOSIT REFUND</b>
---

This annexure supports final inspection, completion certification, penalty clearance and deposit refund. No occupation may take place before the required approvals and completion confirmations are issued.

No.	Final requirement	Confirmed / comment
1	Local Authority Occupation Certificate obtained and attached.	
2	Controlling Architect / Design Review Committee final approval or completion certificate obtained.	
3	All Works completed in accordance with MHOA and Local Authority approved Architectural Plans; no unauthorised deviations remain.	
4	All landscaping installed in accordance with approved landscaping plan.	
5	All Contractors, Employees, sub-contractors, Vehicles, sheds, containers and materials removed from site.	
6	All rubble, litter, refuse, skips and surplus material removed at intervals not exceeding one week and site must be cleaned every Friday.	
7	Roads, kerbs, verges, manholes, trees, hydrants, estate services and common property inspected for damage.	
8	Any Estate or neighbouring property damage repaired or costed for deduction from Deposit.	
9	All Fines, penalties, levies, utility charges and remedial costs paid or deducted from Deposit.	
10	Contractors, Employees and sub-contractors access deregistered after final inspection.	
11	Deposit refund details provided by payer of Deposit.	
12	Deposit refund approved after required waiting period, provided no claims remain pending.	

### Deposit refund banking details

Account holder	
Bank	
Branch / code	
Account number	
Reference	
Email for proof of payment	

**HOMEOWNER / AUTHORISED REPRESENTATIVE**

**SIGNATURE**

**CONTRACTOR**

**SIGNATURE**

**MHOA / TECHNICAL MANAGER**

**SIGNATURE**