



Regulations for Building Design And the Procedure for Building Operations

(To be read as an Addendum to the Constitution and Codes of Conduct of Summervale Lifestyle Estate)

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1. Preamble

Summervale Lifestyle Estate (the Estate), situated in the tranquil seaside village of Gordon's Bay, Western Cape, strives to be a mid- to up-market secure estate for persons over the age of fifty years.

The **Home Owners Association (HOA)** trustees (by way of the **Building Sub-Committee (BLDC)**) is entrusted to ensure that the design envisaged is maintained. This applies to all members of the Owners Association, including full title and sectional title owners. All sectional title applications must be recommended by the trustees of the Body Corporate, before the application is submitted to the **BLDC**, for written approval by the **HOA** trustees.

Thus, striving to ensure that norms are maintained and 'Own Title' & "Sectional Title" investments remain secure.

2. Objectives

- a. These building design and operational procedures are intended as a guideline to regulate and control all building activities within **the Estate**. This includes new dwellings as well as any future extensions, enhancements or modifications. Owners/members are to acquaint themselves with the latest version of this document before planning any building project.
- b. The **HOA** and **BLDC** requires that building plans be submitted for scrutiny before any building work of whatsoever nature commences.
- c. This also includes written application for the installation of any item which impacts the exterior view of the property, e.g. burglar bars, safety gates, TV antennas and satellite dishes, brick paving, solar collector panels, heat exchangers, air conditioners, water storage tanks, garden fences, pergolas, carports, the replacement of doors and the planting of trees or any other improvements as specified by the trustees.
- d. The **BLDC**'s aim is to be pro-active and will assist and guide all prospective building projects.
- e. The **BLDC** will not unnecessarily decline any project and will strive to stay up to date with changing needs and construction methods.
- f. The **BLDC** will consist of suitably qualified individuals and if necessary, invite individuals who are adept at reading and interpreting building plans.
- g. The **BLDC** will meet as necessary.

3. Procedure, Scrutiny Fees and Site Inspections

- a. The **BLDC** reserves the right to initially set and thereafter adjust the value of Scrutiny Fees as and when required.
- b. Scrutiny Fees will be credited to the **HOA** current account. No funds are to be handed to any person without an official Summervale Lifestyle Estate receipt.
- c. First application to and scrutiny by the **BLDC** of the proposed project will be free of charge, (as long as such application is made during a normal sitting of the **BLDC**.)

- d. Scrutiny fee of a second and following applications (during a normal sitting of the **BLDC**), will be each and every time R250.00.
- e. In the event that the **BLDC** has to convene a special, urgent or emergency meeting to attend to any application, a minimum add-on fee of R1 000.00 will apply.
- f. Where the application entails a building project that requires building plans and further submissions to **Local Government (LG)**, the **BLDC** *may* request that the designing architect/draughtsman attends in person. The architect's fees will be for the account of the applicant.
- g. Only after the said applicant has met the requirements of the **BLDC** regulations and it has been verified that all fees, levies and taxes are paid to date, the General Manager, or chairperson of the BLDC will sign and stamp the application/plans "APPROVED". Such approval will be valid for a period of twelve months.
- h. After approval it is the applicant's/owner's responsibility and for his own account to submit the **BLDC**'s stamped and approved plans to LG for approval in the normal fashion. Any referrals, amendments, disqualification or further applications of whatever nature, etc., required by **LG**, is for the account of the applicant / owner.
- i. No building work of any nature, including ground preparation, may commence before a set of approved plans, as stamped by **LG**, have been supplied to the **BLDC** for its verification and records.
- j. Failure to abide by this regulation will attract a fine as determined by the trustees of the **HOA**, to be paid to the **HOA**.
- k. The **HOA** trustees and/or **BLDC** reserves the right to "lock out" any contractors from the project until any penalties, etc. are settled in full. Penalties are to be paid within fourteen days, failing which, the fine may be added to the levy that the member is obligated to pay in terms of the constitution.

4. Building Deposit and Insurance

- a. No building work of any nature, including ground preparation, may commence before the following regulations have been met:
 - Deposits, as stipulated according to the specific cost category for projects entailing "building work", will be paid to the **HOA**.
 - Building Projects excluded from this stipulation, but not limited to, are the installation of interior burglar guards and gates, window blinds, the installation and hanging of curtain tracks and curtains, soft-furnishings, replacement of geysers and solar collecting devices, plumbing and electrical maintenance, basic garden services, basic brick paving etc.
 - For building projects less than R50 000.00 a "Building Deposit" of R1 000.00 must be paid by the owner to the **HOA**.
 - For building projects in excess of R50 000.00, a "Building Deposit" of R1 000.00 for the first R50 000.00 plus R200.00 per additional R1 000.00, to a maximum amount of R10 000.00 total, must be paid to the **HOA**. Quotations to be submitted with application to enable **BLDC** to calculate deposit amount.
- b. A **BLDC** appointed representative or the Estate Manager will have the right to enter such building site with or without prior notice to inspect progress and to ascertain compliance with the approved plans.
- c. Refunds to the creditors of the Building Deposit will be as follows:
 - For building projects under R50 000.00.

On completion of the building project and being signed-off by the architect and an occupational certificate issued by **LG**, will the **BLDC** investigate whether any damage or gross deviation has occurred.

When a site visit has been held and all parties are satisfied, within a period not more than 14 days, will a representative of the **BLDC**, or General Manager, authorize a refund of R500.00.

The remaining R500.00 will be retained and transferred to the HOA current account. This retention will be deemed to be an "administration fee" as well as a "roads and services" maintenance levy.

- For projects in excess of R50 000.00

On completion of the building project and being signed-off by the architect and an occupational certificate issued by **LG**, the **BLDC** will investigate whether any damage or gross deviation has occurred.

- When a site visit has been held and all parties are satisfied, within a period not more than 14 days, will a representative of the **BLDC**, or Estate Manager, authorize the refund.
- R1 000.00 will be retained and transferred to the HOA current account. This retention will be deemed to be an "administration fee" as well as a "roads and services" maintenance levy.

In the event that any damage was done or loss was caused to any party within the Estate, the costs to rectify such damage will first be deducted from the building deposit held (excluding admin and road maintenance levy.)

If costs to rectify damages or any fines outstanding and are in excess of any deposits held, the outstanding balance due will in the first instance reflect to the owner (or Developer in the case of new houses.)

5. Building Control

(Especially applicable to the erection of new dwellings)

a. Establishment of site:

The **MAIN CONTRACTOR / PROJECT MANAGER (the Contractor/Developer)** will be responsible for the proper establishment of the building site within the Land Surveyor's pegs. Any overflow onto adjacent Erven must be prevented at all times.

b. Protection of Assets:

- The Contractor or member is responsible for the protection of all common property and infrastructure such as road surfaces, pavements, electrical cabling, sewerage systems etc., belonging to the **HOA**, as well as that of adjacent owners and/or their guests and route between the main access gate and the site.
- The Contractor will only sub-contract contractors who FULLY MEET all the requirements of the applicable Building Industrial Council as well as the Workman's Compensation Regulations. All projects to comply with the promulgated National Health and Safety Regulations, as amended from time to time.
- Only qualified persons may install or affect repairs to electrical and plumbing installations. Proof to be provided to the **Estate Manager** on demand.
- Furthermore, in addition to the Building Deposit payable to the HOA, the Contractor will take out Public Liability Insurance to the minimum value of Five Million Rand (R5 000 000.00)
- The hours that the Contractor (or any sub-contractor) may be active on any site will be:

Monday to Friday 7:30am to 18:00pm

Saturday and normal public holidays 7:30am to 14:00pm

Sunday and religious holidays no work whatsoever.

Builder's shut-down period over festive season no work whatsoever.

- Only in extreme circumstances and with prior written consent from the General Manager or **BLDC** may work be executed outside of these hours, (e.g. continuous casting of concrete slabs). The contractor shall demarcate the site as a construction site and restrict all access to such site.
- A NEATLY MAINTAINED beige shade cloth screen at least 2.0m high all round, with a lockable gate after hours will be erected to fence off the site.
- The Contractor shall erect a portable ablution facility as far as possible off-street and from adjacent residents. Such facility will be maintained in a neat and hygienic condition at all times.
- Workmen may not stay on the site outside working hours.
- The Contractor will at all times contain the blowing of sand, building materials and refuse.
- Contractor's vehicles may not hinder the safe and free flow of resident's vehicles.
- No burning of any litter or any fires are allowed on the site.
- The Contractor shall regularly, as the project progresses, remove all building rubble and waste from the site at his own cost. The Estate Manager or BLDC chairperson may at any stage instruct the Contractor to clear/tidy the site if he/she in their sole discretion deem the site to be untidy.
- The Contractor shall, after completion of the building project and without delay, remove all excess building materials from the area of the site and neatly store it at his own facilities, out of view of residents and prospective purchasers/investors.
- The Contractor shall connect at own cost and pay for all his electricity and water consumed during the construction of any building project.
- The use of electrical generators is to be restricted to the minimum.

- The Contractor shall monitor, restrict and control the movement of all workers to and from the site. The Contractor will in the first instance be responsible for all actions of workers within the site as well as the POS.
- Construction workers may not hinder or pester any residents whatsoever.
- All workers will at all times be clearly identifiable with Summervale Security ID tags, as contracted to a specific site.

c. Non-Compliance:

Failure to adhere to any of these regulations will be considered as a breach of this agreement and be subject to the lock-out clause(ref point3.k pg 2), and be punishable under the rules and regulations of the HOA as set out and amended from time to time.

6. Design and Building Control

The design is purely residential, single story dwellings as well as Flats & Town houses.

New dwellings will be built to the specific type of design as predetermined by the Developer and town Planner, as envisaged in the original concept of the estate for each specific erf.

In respect of full title units internal adjustments of the layout can be made to accommodate individual needs.

Specific Features

- a. All structures and external walls to be Corobrick face bricks as already used in the Estate.
- b. White painted plaster bands from lintol height to eaves.
- c. Grey "Coverland" cement roof tiles. Roof rubber painting colour "dark grey".
- d. White painted fascia's, bargeboards and trim, with white seamless aluminum gutters.
- e. White garage doors with horizontal split pattern. Preferably of sectional overhead type.
- f. Double garages predominantly of single door design.
- g. All window frames and sliding doors of white epoxy coated aluminum.
- h. Window openings to be of horizontally hinged sash type.
- i. Chimneys of face brick to top with black swivel or "turbo" style cowls.
- j. Internal fireplaces may have "through the roof" metal flues, either stainless steel or suitably corrosion protected and topped off as above.
- k. All driveways and paving to be of clay brick as predominantly used.
- l. Entrance doors to be white painted hardwood or epoxy coated aluminum of simple design. Plain frosted glass panels are acceptable.
- m. Courtyard gates to be vertically slatted meranti and varnished in natural shade.
- n. Carports to be of similar design to those of "360 Degree Shade Solutions", i.e. white trim and construction with white (under) and dove grey (top) "Chromadeck" roof sheets.
- o. Pergolas to be white painted wood of similar design as existing at House 14 & House 166, or natural shaded structural timber to match garden gates.
- p. Pergolas may also be of adjustable louvre type, design to be as at House 113.
- q. Burglar bars to be white epoxy finish or clear view acrylic horizontally mounted. Refer to House 20, House 111 & House 124.
- r. "American Shutters" to be white epoxy coated aluminium, similar to "Taylor Blinds" shutterguard. See house 111 and flat 25.
- s. Safety gates to be white epoxy finish and of simple design.
- t. Window tint if required as per HOA pre-determined shade. Consult Office.
- u. Solar collector panels for either Photovoltaic (PV) systems or warm water cylinders to be flat-on-roof design split system. Either flat panel or evacuated tubes. Hot water cylinders to be inside roof space.
- v. Air conditioner compressors and heat exchanger pumps to be unobtrusive preferably at ground level.
- w. Satellite, TV and internet reception dishes and to be off-street.
- x. Roofing-over of courtyards only in special circumstances and only with prior consultation. Refer to House 89 & House 45.
- y. The removal of garage doors and replacement by sliding doors and/or windows will not be encouraged.
- z. No radio "ham" masts or any large-scale antennas/ satellite dishes to be installed.

- aa. No fencing-off of individual erven with picket fences, etc., without prior consultation.
- bb. No encroachment of any POS with immovable gardens and garden fixtures without prior consultation.
- cc. No enclosing of carport-side panels with any material whatsoever. Timber lattice panels with or without creepers, only with prior written approval of neighbors.
- dd. No washing lines may be visible from the street.
- ee. No shade cloth to be used anywhere whatsoever.
- ff. Shade canopies and style to be retractable and of pre-determined canvas design. Consult office.
- gg. Tanks and screening. Rain water conservation tanks shall be beige coloured, positioned so as not to be visible from the road (or POS) unless adequately screened. Acceptable screening shall include lattice or vertical/horizontal lath (latte) design of preserved timber finish coated to match meranti garden gates. Ideally designed as demountable for maintenance purposes.
- hh. The planting of alien vegetation (especially trees) is forbidden.
- ii. Where rainwater run-off is problematic to neighboring erven, it is the source owner's responsibility to rectify the situation at his own cost, with prior approval of the BLDC.
- jj. The prescribed roof paint color for faded roof tiles is Dulux Grecian Grey

7. General

The HOA has the right to amend the contents of this document as and when the need arises. All material changes will be seen as constitutional changes and therefor be dealt with as per the constitution.

a. Non-waiver:

No indulgence, which any party might give to the other in any terms of any agreement, shall constitute a waiver by the former of its rights under this agreement.

b. Variation:

No agreement varying, adding to, deleting from, or cancelling this agreement and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by and on behalf of both parties.

c. Fees:

Fees shall be as set out in this document, or otherwise the Constitution of the Summervale HOA will at all times take precedence.

d. Disputes:

Disputes will be settled as per the Constitution of the Summervale HOA.