



WELGEVONDEN

HOME OWNERS' ASSOCIATION

WELGEVONDEN HOME OWNERS' ASSOCIATION (WHOA) CONTROL MEASURES TO REGULATE THE PERFORMANCE OF SERVICES AND BUILDING WORK

**Issued by the Executive Committee of the Welgevonden Home Owners'
Association under clause 59A of the WHOA Constitution**

Version 2 – 29 November 2023

To be read with the latest version of the:

WHOA Constitution V7, 29 November 2023

WHOA Estate Rules V3, 29 November 2023

WHOA Architectural Directives and Design Guidelines V 8, 29 November 2023

This document replaces all previous versions of the WHOA Control Measures

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WELGEVONDEN ESTATE DISCLAIMER
PERSONS ENTERING THE ESTATE ACCEPT THE RULES
AND LEGAL TERMS EXCLUDING WHOA LIABILITY

- Whilst every effort is made to secure and monitor the Estate, entering the Estate and using any of the facilities is entirely at own risk to person or property; persons who enter the Estate accept this risk.
- Entry into the Estate and use of facilities are subject to the Rules of the Estate, which are available on the Welgevonden Estate website (www.welgevonden.co.za).
- Persons, including parents or guardians on behalf of minors, agree that they / the minors will not claim from the Welgevonden Home Owners' Association and its workers, employees, agents or contractors [the WHOA] for any harm. The exclusion of liability also applies to negligence by WHOA.
- Parents or guardians of minors agree to indemnify WHOA against any claim of a minor.



WARNING: DANGEROUS ELECTRICAL FENCE

The Estate is surrounded by an electrical fence, which is dangerous and could cause death, if touched.

PLEASE RESPECT THE SPEED LIMIT – 30 km/h

PREAMBLE

The purpose of the Control Measures to Regulate the Performance of Services and Building Work in Welgevonden Estate (the Estate) is to ensure that the quality of life of residents is not unduly compromised or inconvenienced by any work performed in the Estate, and that the impact on the environment of such work is minimized, yet recognizing that service providers and building contractors must be able to perform their work efficiently and effectively.

PART I – GENERAL PROVISIONS

1. Definitions

In the interpretation of these Control Measures, unless the context otherwise indicates –

- 1.1. "building contractor" means any person who engages in building work, whether for herself or himself or on contract or subcontract for a member;
- 1.2. "building plans" means design drawings and specifications for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of, an existing dwelling, or for the erection of a pergola, fence, boundary wall, retaining wall, or the laying of paving;
- 1.3. "building work" means any work in connection with –
 - 1.3.1. the erection of a new structure on a site, including but not limited to, a dwelling, pergola, fence, boundary wall or retaining wall;
 - 1.3.2. electrical, plumbing and glazing installation work;
 - 1.3.3. paint work;
 - 1.3.4. tarring and the laying of any type of paving;
 - 1.3.5. the installation of a swimming pool or water feature and related equipment;
 - 1.3.6. landscaping and drilling;
 - 1.3.7. the erection or installation of security equipment, and any alteration, modification or renovation of same;
- 1.4. "communal facility" means any street, sidewalk, facility or communal building in the Estate that is the property of the WHOA and that may be used for the purposes, and on the conditions, from time to time determined by the WHOA or Excom;
- 1.5. "employee" means any person deployed in the Estate by a service provider or building contractor, and includes a subcontractor and any person deployed by such subcontractor;
- 1.6. "estate agent" means a person who engages in the selling or letting of property;
- 1.7. "service provider" means any company / close corporation / entity / person that provides household maintenance and repair services such as, but not limited to–
 - 1.7.1. domestic cleaning services;
 - 1.7.2. garden maintenance services;
 - 1.7.3. childcare or health care services;
 - 1.7.4. electrical, plumbing and glazing repair services;

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- 1.7.5. pool maintenance services; and
 - 1.7.6. electronic signal reception services; whether for a single engagement or on a term basis.
 - 1.8. "site" means the erf on which building work is performed;
 - 1.9. "vehicle" means any vehicle required to enter the Estate for purposes of work, including, but not limited to, a vehicle used to transport employees, equipment and tools, a delivery/removal vehicle, and any type of machinery used for mixing cement or concrete, excavating, digging, loading, and drilling; and
 - 1.10. "worker" means a person who performs work such as, but not limited to, domestic, garden, paint, repair, childcare or health care work, whether for a single engagement or on a term basis.
 - 1.11. Administrative definitions –
 - 1.11.1. "Constitution" means the Constitution of the Welgevonden Home Owners' Association (WHOA).
 - 1.11.2. "Excom" means the executive committee of the WHOA.
 - 1.11.3. "WHOA" means the Welgevonden Home Owners' Association.
 - 1.11.4. "Welgevonden Estate Office" means the main administrative office of Welgevonden Estate.

2. Words and Expressions

- 2.1. Words importing a reference to –
 - 2.1.1. the singular includes the plural, and the converse also applies;
 - 2.1.2. a gender includes the other genders; and
 - 2.1.3. natural persons include legal persons, and the converse also applies.
- 2.2. Words and expressions to which a meaning is assigned in the Constitution bear the meaning so assigned to them, and in the event of any conflict between the Constitution and these Control Measures, the Constitution will prevail, unless it is inconsistent with the context.

3. Calculation of Periods

When any number of days is prescribed in these Control Measures, the same means calendar days which must be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday, in which event the last day will be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

4. Regulations and By-Laws

All persons who perform work in the Estate are bound by any applicable regulations and by-laws of the Stellenbosch Municipality and any other competent authority as if such regulations and by-laws were incorporated in these Control Measures.

5. Binding Nature of Control Measures

- 5.1. These Control Measures and any condition determined, or instruction given, hereunder are binding on all persons who perform work in the Estate.

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- 5.2. Excom may at any time apply to a court of competent jurisdiction for an order to compel compliance with these Control Measures and any condition determined or instruction given hereunder.

6. **Security Measures**

Note: The Welgevonden Estate Office must be contacted in advance for the procedure regarding access and egress control.

- 6.1. Any person who enters the Estate must comply strictly with the systems and procedures relating to access and egress control and other security measures from time to time issued or implemented by Excom and must comply with the instructions of the Estate Manager and Estate Security.
- 6.2. A service provider or building contractor may not deploy her/his own security personnel in the Estate.
- 6.3. A worker, service provider or building contractor who works on an erf bordering the security fence and structures must take care not to damage or tamper with such fence and structures and may not do anything that may prevent the proper functioning of the Estate security system.

7. **Duties of Member or Occupant**

- 7.1. It is the duty of the member or occupant who engages a worker, estate agent, service provider or building contractor for purposes of any work to be performed for her/him in the Estate to ensure that such person is familiarised with the contents of, and complies with, these Control Measures and any condition determined and/or instruction given hereunder.
- 7.2. In accordance with par. 4.0.(c) of the WHOA Architectural Directives and Design Guidelines no new building work shall be allowed, or structures erected on erven without prior approval of the WHOA, and – if approved by the WHOA and where required – the approval of the Stellenbosch Municipality.
- 7.3. In accordance with par. 5.5A of the WHOA Architectural Directives and Design Guidelines no conversion of garages to serve as rooms for any other purpose than the intended use of a garage in the dwelling is allowed.

8. **Member's Liability**

- 8.1. The member concerned may be held liable for damages, penalties, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by Excom in enforcing compliance by her/him, or any other person referred to in paragraph 7, with these Control Measures or any condition determined and/or instruction given hereunder.
- 8.2. Damages, penalties, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges contemplated in paragraph 8.1 are deemed to be a levy contemplated in the Constitution, and may, if it is not paid within fourteen (14) days after the member has been notified thereof, be added to the member's levy statement and will bear interest as a levy debt.

9. **Persons Engaged by Excom**

Subject to any specific condition contained in the appointment agreement concerned, these Control Measures apply with the necessary changes to a worker, employee, service provider or building contractor engaged by Excom for any work as contemplated herein.

10. General Conduct

- 10.1. A service provider and a building contractor must transport her/his employees to and from the site at which they are deployed.
- 10.2. A worker or employee must remain on the site at which she/he is deployed and may not loiter around in the Estate.
- 10.3. A person engaged to perform work in the Estate may not –
 - 10.3.1. enter the Estate if she/he is under the influence of any intoxicating substance;
 - 10.3.2. bring any intoxicating substance into, or use same on, the Estate;
 - 10.3.3. use a communal ablution, water or electrical facility on the Estate;
 - 10.3.4. use a communal facility or another erf as a resting place; and
 - 10.3.5. may not indulge in conduct that, in the discretion of the WHOA, is unbecoming, constitutes a nuisance or creates a disturbance.

11. Signage and Advertisements

A person engaged to perform work in the Estate may not without the prior written permission of the Estate Manager, and on such conditions as the WHOA determines, display, erect or place any signage on any part of an erf so that it is visible from a communal facility or another erf, or distribute any advertisement or information pamphlet, letter or note whatsoever in the Estate.

12. Traffic Control

Note: The Welgevonden Estate Office must be contacted in advance for the procedure regarding parking.

- 12.1. Unless specifically stated otherwise in these Control Measures, the normal statutory traffic laws apply in the Estate.
- 12.2. A person who enters the Estate must comply strictly with the control measures from time to time issued or implemented by Excom to regulate traffic and parking in the Estate.
- 12.3. A speed limit of 30 km/h applies in the Estate.
- 12.4. A vehicle may not be operated on a street by a person who is not in possession of a valid driver's license.
- 12.5. A vehicle must always be operated with the utmost care and may not be operated anywhere other than on the streets in the Estate.
- 12.6. The operator of a vehicle may not take a short cut over a traffic circle, a communal facility, or an undeveloped erf.
- 12.7. A vehicle that is not licensed, not roadworthy, produces excessive noise or smoke, or drips or spills lubricant or other fluid, or that in any other way may damage or deface WHOA property, may not be operated on a street or be parked or stood on a designated common parking area in the Estate.
- 12.8. A vehicle may not be left unattended in such a manner that it may cause an obstruction to other street users or impede traffic flow or occupies more than one demarcated parking bay.

13. Damage to WHOA Property

- 13.1. A person may not in any way damage or deface WHOA property or any item placed or installed, or structure erected, by the WHOA in or on a communal facility.
- 13.2. If a vehicle has dripped or spilled lubricant or other fluid onto a communal facility or has in any other way damaged or defaced WHOA property, the person responsible for it must forthwith clean or repair the area concerned, failing which the Estate Manager may clean or repair the area for the account of the member concerned.

PART II – ESTATE AGENTS AND SERVICE PROVIDERS**14. Estate Agents**

- 14.1. An estate agent may operate on a "by appointment" basis only and must personally accompany her/his clients.
- 14.2. **Omitted** ("For Sale" signs)
- 14.3. **Omitted** ("To Let" signs)
- 14.4. **Omitted** ("On Show" signs)
- 14.5. If a property is on show on a particular day, the estate agent concerned must provide the Estate Manager in writing with the details of the property at least three (3) days before the intended showing.
- 14.6. No "For Sale", "To Let" or "On Show" signage, or the distribution of any advertisement or information pamphlet, letter, or note whatsoever in the Estate is allowed.
- 14.7. An owner or estate agent may not conclude a lease agreement with a person who does not comply with the *Zoning Scheme Regulations* of the Stellenbosch Municipality.

15. Omitted (Service Provider Signage)**16. Working Days and Working Hours for Service Providers**

- 16.1. A service provider may work only on days and during hours as follows:

| | | |
|----------------------|---|----------------|
| ▪ Monday to Thursday | → | 07:00 to 18:00 |
| ▪ Friday | → | 07:00 to 17:00 |
| ▪ Saturday | → | 08:00 to 15:00 |

- 16.2. The EXCOM may on good cause shown, and subject to such conditions as she/he determines, in a particular instance allow a deviation from the prescribed working days and hours: Provided that if it can reasonably be expected that an intended deviation may cause undue inconvenience or disturbance, the Estate Manager must in advance consult with neighbours who may be directly affected.

16A Working Days and Working Hours of Individual Workers in Private Employ on the Estate

- 16A.1 Individual domestic workers, childcare services, and health care services:

| | | |
|--------------------|---|-----------------|
| ▪ Monday to Sunday | → | No restrictions |
|--------------------|---|-----------------|

- 16A.2 Individual garden workers:

| | | |
|----------------------|---|----------------|
| ▪ Monday to Saturday | → | 07:00 to 17:00 |
|----------------------|---|----------------|

- 16A.3 The Excom may on good cause shown, and subject to such conditions as she/he determines, in a particular instance allow a deviation from the prescribed working days

and hours: Provided that if it can reasonably be expected that an intended deviation may cause undue inconvenience or disturbance, the Estate Manager must in advance consult with neighbours who may be directly affected.

- 16A.5 Members of the WHOA will be responsible for any penalties that might apply for any transgression of the control measures applicable to workers in private employ, regardless of the member, or her/his tenant, occupying the property and employing the worker. Stipulations included in **Control Measure 29** below apply.

PART III – BUILDING CONTRACTORS

Note:

- (1) For the control measures regulating the preparation and processing of building plans, see Part 2.0 of the WHOA Architectural Directives and Design Guidelines.
- (2) For the payment of a building plan scrutiny fee and a building deposit in respect of building work, contact the Welgevonden Estate Office.

17. Information Board

- 17.1. A building contractor must, if so required by Excom, on payment of the prescribed fee erect an information board that complies with the directives of Excom.
- 17.2. The information board must be erected in a location indicated by the Estate Manager and must remain so erected for the duration of the building work.
- 17.3. If the building contractor does not remove the information board within one (1) month after completion of the building work for which it was required, the board will be forfeited to the WHOA.

18. Commencement of Building Work

- 18.1. Building work may not commence before –
 - 18.1.1. completion of the prescribed *Building Procedures for Renovations*;
 - 18.1.2. proof of payment of the required scrutiny fee and building deposit has been provided to the Estate Manager;
 - 18.1.3. building plans have been approved as contemplated in the *WHOA Architectural Directives and Design Guidelines*; and
 - 18.1.4. an electricity supply facility, a water supply facility, and an ablution facility, where required, have been provided on the site.
- 18.2. A building contractor must –
 - 18.2.1. at all times while building work is in progress have a copy of the approved building plans on the site; and
 - 18.2.2. furnish the Estate Manager with a copy of the prescribed *Progress Form* when same is submitted to the Stellenbosch Municipality.

19. Electricity Supply

- 19.1. If there is no existing electricity supply facility available on the site, the building contractor concerned must have an electricity supply facility installed by a qualified electrician for the account of the member concerned.
- 19.2. Any electricity consumed at such electricity supply facility is for the account of the member concerned.

20. **Water Supply**

- 20.1. If there is no existing water supply available on the site, the building contractor concerned must have a water supply facility installed by a qualified plumber for the account of the member concerned.
- 20.2. Any water consumed at such water point is for the account of the member concerned.

21. **Ablution Facility**

Note: The content of Clauses 21.1 to 21.3 – V1 Control Measures (2014), has been revised and replaced by the content below.

- 21.1. Prior to commencement of the construction / building work and throughout the duration of the work, the building contractor shall provide a suitable and properly operational chemical toilet on the site. It is the building contractor's responsibility to ensure that the toilet structure is maintained to a respectable and acceptable standard.
- 21.2. Any worker, employee, sub-contractor or invitee of the building contractor found relieving her-/himself in any area other than the toilet provided will be issued with a penalty.
- 21.3. The ablution facility must always have a sufficient supply of regular toilet paper, be kept in a clean and hygienic state, and be serviced weekly, or when the Estate Manager in a particular instance so instructs.

22. **Storage Sheds/Huts**

- 22.1. A building contractor may erect a storage shed/hut with a maximum height of 2,4 m within the boundaries of the site concerned.
- 22.2. The shed/hut must be placed in a location indicated by the Estate Manager.

23. **Working Days and Working Hours for Building Contractors**

- 23.1. Building work may be performed only on days and during hours as follows:
- | | | |
|----------------------|---|----------------|
| ▪ Monday to Thursday | → | 07:00 to 18:00 |
| ▪ Friday | → | 07:00 to 17:00 |
- 23.2. Building work may not be performed on the following days:
- Saturdays, Sundays or proclaimed public holidays.
 - During the period of BIFSA builders' holidays prescribed annually for its members.
- 23.3. The Estate Manager may on good cause shown, and subject to such conditions as she/he determines, in a particular instance allows a deviation from the prescribed working days and hours: Provided that if it can reasonably be expected that an intended deviation may cause undue inconvenience or disturbance, the Estate Manager must in advance consult with neighbours who may be directly affected.
- ## 24. **Vehicle Types and Deliveries/Removals**
- 24.1. Only non-articulated vehicles, without trailers, of the following specifications are allowed into the Estate for the purpose of deliveries/removals:
- | | | |
|------------------------------|---|--|
| ▪ Brick deliveries | → | Double-axle vehicles with a maximum of 6 pallets per load (3 000 bricks) |
| ▪ Concrete/Cement deliveries | → | Double-axle vehicles |

-
- Sand/Stone/Other → Single-axle vehicles

- 24.2. A person wishing to effect a delivery/removal must proceed directly to the site concerned.
- 24.3. Deliveries/removals in relation to any building activity may only be done from the R304 entrance gate and only on the prescribed working days and during the prescribed working hours. The Estate Manager may on good cause shown, and subject to such conditions as she/he determines, in a particular instance allow deliveries/removals outside the prescribed working hours.
- 24.4. Deliveries/removals may only take place from the street frontage of the site.
- 24.5. Machinery, equipment, or material off-loaded in such a way that it encroaches onto the sidewalk, into the street or onto a communal facility, must forthwith be moved onto the site.
- 24.6. Machinery, equipment, or material may not be stored, or remain on, the sidewalk or in the street or on a communal facility without the written permission of the Estate Manager and subject to such conditions as she/he determines.

25. **Site Presentation**

- 25.1. Sufficient fire extinguishers compliant with SANS 1475 and with a valid date stamp must always be available on the site.
- 25.2. Vehicles, machinery, and equipment may not be cleaned in the Estate.
- 25.3. The site must always be kept in a neat and tidy condition.
- 25.4. The kerb and street in front of the site must be adequately protected against damage.
- 25.5. The street in front of the site must be swept at the end of each working day, and when the Estate Manager in a particular instance so instructs.
- 25.6. Building material may not be mixed on a street, a communal facility or another erf.
- 25.7. Sand, stone, cement, concrete, paint, lubricant, fluid, and any other material dripped, spilt, or moved onto a street, a communal facility or another erf must forthwith be cleaned up without washing same away into the sewerage system.
- 25.8. Refuse, litter, rubble or other building waste material or item may not be left on a street, a communal facility, or another erf.
- 25.9. Refuse and litter must be placed in a suitable bin which must be cleaned out before 15:00 on a Friday, and when the Estate Manager in a particular instance so instructs.
- 25.10. Rubble and other building waste material or item must be placed in a suitable container and regularly removed from the Estate, and when the Estate Manager in a particular instance so instructs.
- 25.11. No item, fluid or material that may cause a blockage may be disposed into the sewerage system. In the event of a blockage that is shown to be the result of such disposal, the sewerage system must be cleared within twenty-four (24) hours after the occurrence of the blockage, failing which the Estate Manager may have the system cleared at the risk and for the account of the member concerned.
- 25.12. No fires may be lit on the site for whatever purpose.
- 25.13. Excavated plant and other material resulting from the leveling of a site or the digging of trenches etc. and not required for filling, may not be disposed of in the Estate, but

must be removed from the Estate once excavation or digging is completed, and when the Estate Manager in a particular instance so instructs.

- 25.14. The Estate Manager may at any reasonable time enter the site and carry out an inspection with a view to ensuring that the approved building plans, the *WHOA Architectural Directives and Design Guidelines* and these Control Measures, and any conditions determined, and instructions given hereunder, are being complied with.
- 25.15. **Site Neatness**
- 25.15.1. The building contractor will be required to screen off the building site with a 1,8 m high green or black builders shade netting screen (minimum requirement is a density of 75%), with one entrance delivery gate that shall be secured after hours. All poles must be kept spirit level straight and netting must be tight. A cross beam must be installed at the top of every span of netting between two poles. Support for poles may not be installed towards the outside of the netting. Netting must be erected before commencement of any building work on the site. Poles must be equidistant and planted deeply enough to prevent sagging even during strong wind conditions.
- 25.15.2. Nets are to be kept neat and tight for the duration of the project.
- 25.15.3. If see-through palisades are erected before completion of the rest of the building work, netting must be replaced on the inside to keep screening off the site.
26. **Completion of Building Work**
- 26.1. Building work must proceed without interruptions that, in the discretion of Excom, are unwarranted and/or unreasonably lengthy and must, in the case of the erection of a new dwelling, be completed no later than six (6) months after commencement thereof.
- 26.2. Upon completion of the building work, Excom must release the refundable component of the deposit contemplated in the Constitution if it is satisfied that –
- 26.2.1. the building work has been performed properly in accordance with the approved building plans and the *WHOA Architectural Directives and Design Guidelines*;
- 26.2.2. no damage has been caused to any WHOA property as a result of such building work; and
- 26.2.3. no refuse, litter, rubble or other building waste material, or items has been left on a street, a communal facility, or another erf, or has been dumped or washed away into the sewerage system.
- 26.3. In the event of any damage, non-removal, dumping or washing away as contemplated in paragraph 26.2, the member concerned must within ten (10) days of having been instructed to do so in writing by Excom have the damage repaired and/or the material or item removed and/or the sewerage system cleared, to the satisfaction of Excom, failing which Excom may have the damage repaired and/or the material or item removed and/or the sewerage system cleared, and utilize the refundable component of the deposit to defray the cost of such work.
- 26.4. If the refundable component of the deposit is insufficient to cover the cost of repairing the damage and/or removal and/or sewerage system clearing, the member concerned must within ten (10) days after having been instructed to do so in writing by Excom pay the difference to the WHOA.

PART IV – BREACHES AND PENALTIES

27. **Breach of Control Measures**

If in the discretion of the Estate Manager a worker, employee, service provider, building contractor or a person who effects a delivery/removal, is in breach of any of these Control Measures or any condition determined or instruction given hereunder, or a vehicle does not comply with any of these Control Measures, the Estate Manager may –

- 27.1. refuse such person, if she/he is not a member, or vehicle entry into the Estate;
- 27.2. instruct such person, if she/he is not a member, forthwith to leave the Estate;
- 27.3. instruct such person forthwith to desist from conduct that is unbecoming, constitutes a nuisance or creates a disturbance;
- 27.4. instruct such person to repair any damage and/or remove any material or item to her/his satisfaction within the indicated period;
- 27.5. instruct its owner, or the person in control thereof, to remove the vehicle from the Estate;
- 27.6. impose the prescribed penalty; or
- 27.7. apply more than one of the options mentioned.

28. **Breach of Building Plans / Directives**

- 28.1. Any building work, or any part thereof, that in the discretion of Excom has been or is being performed in breach of the approved building plans or the *WHOA Architectural Directives and Design Guidelines*, must be remedied within a reasonable period as instructed by Excom.
- 28.2. In the event of such breach Excom may –
 - 28.2.1. instruct that any building work related to the breach be stopped forthwith until the breach has been remedied to its satisfaction; and/or
 - 28.2.2. impose the prescribed penalty.

29. **Failure to Comply with Instruction or to Pay Penalty**

If an instruction given under these Control Measures is not complied with, and/or a penalty imposed under these Control Measures is not paid within the indicated period, the member concerned, will be issued with a written notice –

- 29.1. giving an adequate description of the instruction given and intimating that it must be complied with within the indicated period, and that if it is not so complied with, Excom may remedy the breach in question for her/his account; and
- 29.2. indicating that –
 - 29.2.1. the penalty, if it is not paid within the indicated period, may be added to her or his levy statement as contemplated in the Constitution; and
 - 29.2.2. Excom may approach a court of competent jurisdiction for an order to compel compliance with the instruction and/or to pay the penalty.

30. **Interest on Cost of Remedying Breach/Penalty**

The cost of remedying a breach and/or a penalty that is not paid by the due date, will bear interest from the date of delinquency at a rate per annum equivalent to the prime overdraft rate charged from time to time by the WHOA's bankers plus two per cent (2%).

31. Appeal Lodged with Excom

Note: Please see the WHOA Estate Rules, rule 26, for full details of the appeal process.

- 31.1. A member who is aggrieved by any condition, instruction, or action by Excom or the Estate Manager under these Control Measures, may in writing lodge an appeal with Excom within 14 (fourteen) days of the date of sending of such a condition, instruction, or action to the member electronically via e-mail by the WHOA. Provided that if the grievance concerns an instruction to desist from certain conduct and/or to stop any building work, such referral does not absolve the person concerned from complying with the instruction. The appeal must give a full explanation of the circumstances of the matter and clearly indicate the relief sought.
- 31.2. Sub-clauses 31.2 to 31.6 were omitted.

**CONTROL MEASURES
TO REGULATE PERFORMANCE OF
SERVICES AND BUILDING WORK
SCHEDULE OF PENALTIES**

Effective Date: 29 November 2023

| No | Rule | Breach | Penalty |
|-----------|-------------|--|----------------|
| 1 | 6.1 | Refusal to comply with – <ul style="list-style-type: none"> ▪ systems/procedures relating to access control / security measures ▪ instructions of Estate Manager / Estate Security | R1 500 |
| 2 | 6.3 | Damaging or tampering with security system / structures, or obstructing it so as to prevent its proper functioning | R2 500 |
| | 7.2 | New building work commencing, or structures erected on an erf without prior approval of the electronically submitted building plans to the WHOA, and – if approved by the WHOA – the subsequent submission to – and approval by – the Stellenbosch Municipality. | R1 500 |
| | 7.3 | Conversion of garages to serve as rooms for any other purpose than the intended use of a garage in the dwelling. | R1 500 |
| 3 | 10.1 | Employee not transported to and from site | R1 500 p/p |
| 4 | 10.2 | Worker/employee not remaining on site | R1 000 p/p |
| 5 | 10.3.1 | Entering the Estate under influence of intoxicating substance | R2 500 p/p |
| 6 | 10.3.2 | Bringing intoxicating substance into, or using same on, the Estate | R2 500 p/p |
| 7 | 10.3.3 | Using communal ablution, water, or electrical facility | R1 500 p/p |
| 8 | 10.3.4 | Using communal facility / another erf as resting place | R1 500 p/p |
| 9 | 10.3.5 | Indulging in conduct that is unbecoming, constitutes a nuisance or creates a disturbance | R2 000 p/p |
| 10 | 11 | Without permission displaying, erecting, or placing signage on erf so that it is visible from communal facility / another erf | R2 500 |
| 11 | 11 | Without permission distributing advertisement/information/pamphlet/letter/note in Estate | R1 500 |

| No | Rule | Breach | Penalty |
|-----------|-------------|---|----------------|
| 12 | 12.3 | Exceeding 30 km/h speed limit | R1 000 |
| 13 | 12.4 | Operating vehicle on street while not in possession of valid driver's license | R2 500 |
| 14 | 12.5 | Operating vehicle – <ul style="list-style-type: none"> ▪ without utmost care ▪ on area other than streets | R1 500 |
| 15 | 12.6 | Taking short cut over traffic circle / communal facility / undeveloped erf | R2 000 |
| 16 | 12.7 | Operating, parking, or standing a vehicle that is not licensed, not roadworthy, produces excessive noise or smoke, or drips or spills lubricant or other fluid, or that in any other way may damage or deface WHOA property | R1 500 |
| 17 | 12.8 | Leaving vehicle unattended so that it – <ul style="list-style-type: none"> ▪ may cause obstruction, and/or ▪ occupies more than one demarcated parking bay | R2 000 |
| 18 | 13.1 | Damaging or defacing communal facility / item placed or installed, or structure erected, by WHOA in or on communal facility | R1 500 |
| 19 | 13.2 | Not cleaning lubricant / other fluid dripped or spilled onto communal facility or that in any other way has damaged or defaced WHOA property | R1 500 |
| 20 | 14.1 | Estate agent not – <ul style="list-style-type: none"> ▪ operating on "by appointment" basis, and/or ▪ personally accompanying client | R500 |
| 21 | 14.5 | Estate agent not providing details of property on show to the Estate Manager at least three (3) days before the on show date | R500 |
| 22 | 14.6 | Displaying and/or not removing "For Sale" sign | R500 |
| 23 | 14.6 | Displaying and/or not removing "To Let" sign | R500 |
| 24 | 14.6 | Displaying and/or not removing "On Show" sign | R500 |
| 25 | 14.7 | Concluding lease agreement with person who does not comply with <i>Zoning Scheme Regulations</i> of the Stellenbosch Municipality | R2 500 |
| 26 | 16.1 | Service provider not complying with prescribed working days / hours | R1500 |

| No | Rule | Breach | Penalty |
|-----------|-------------|--|----------------|
| 27 | 16A | Worker not complying with prescribed working days / hours / control measures | R500 |
| 28 | 17.2 | Information board not provided / not correctly located | R500 |
| 29 | 18.1.1 | Commencing building work before completion of prescribed <i>Building Procedures for Renovations</i> | R2 500 |
| 30 | 18.1.2 | Commencing building work before payment of scrutiny fee / building deposit | R2 500 |
| 31 | 18.1.3 | Commencing building work before building plans approved | R2 500 |
| 32 | 18.1.4 | Commencing building work before providing electricity supply facility / water supply facility / ablution facility | R1 500 |
| 33 | 18.2.1 | Copy of approved building plans not available on site | R1 500 |
| 34 | 18.2.2 | Estate Manager not furnished with copy of Progress Form | R500 |
| 35 | 21.1 | Building contractor not providing chemical toilet before/during construction work and/or not ensuring maintenance of the toilet structure. | R1 500 |
| 36 | 21.2 | Any worker, employee, sub-contractor or invitee found relieving her-/himself in any area other than the toilet provided. | R500 |
| 37 | 21.3 | Ablution facility – <ul style="list-style-type: none"> ▪ without sufficient regular toilet paper ▪ not kept in clean and hygienic state ▪ not serviced weekly or when so instructed | R500 |
| 38 | 22.1 | Non-compliant storage shed / hut | R1 000 |
| 39 | 22.2 | Storage shed / hut not correctly located | R1 000 |
| 40 | 23 | Building work not complying with prescribed working days / hours | R1 500 |
| 41 | 24.2 | Delivery / removal vehicle not proceeding directly to site | R1 500 |
| 42 | 24.3 | Deliveries/removals not complying with prescribed working days / hours | R1 500 |
| 43 | 24.4 | Deliveries/removals not done from street frontage of site | R1 500 |
| 44 | 24.5 | Machinery / equipment / material encroaching onto sidewalk / into the street / onto communal facility without permission | R1 500 |

| No | Rule | Breach | Penalty |
|-----------|-------------|--|----------------|
| 45 | 24.6 | Machinery / equipment / material stored, or remaining on, sidewalk / on street / on communal facility | R1 500 |
| 46 | 25.1 | Sufficient fire extinguishers not available on site and/or not compliant with SANS1475 or stamped | R1 500 |
| 47 | 25.2 | Cleaning vehicles/machinery/equipment in the Estate | R1 500 |
| 48 | 25.3 | Site not kept in neat and tidy condition | R2 500 |
| 49 | 25.4 | Kerb/street in front of site not protected against damage | R1 500 |
| 50 | 25.5 | Street in front of site not swept at end of working day or when so instructed | R1 500 |
| 51 | 25.6 | Building material mixed on street / communal facility / another erf | R2 500 |
| 52 | 25.7 | Not cleaning up sand / stone / cement / concrete / paint / lubricant / fluid / other material dripped, spilt, or moved onto street / communal facility / another erf | R2 500 |
| 53 | 25.8 | Leaving refuse / litter / rubble / other building waste material / item on street / communal facility / another erf | R2 500 |
| 54 | 25.9 | Refuse/litter not – <ul style="list-style-type: none"> ▪ placed in suitable bin ▪ cleaned out before 15:00 on Friday, or when so instructed | R1 500 |
| 55 | 25.10 | Rubble / other building waste material / item not – <ul style="list-style-type: none"> ▪ placed in suitable container ▪ removed regularly, or when so instructed | R1 500 |
| 56 | 25.11 | Causing blockage of sewerage system | R2 500 |
| 57 | 25.12 | Lighting fire on site | R2 500 |
| 58 | 25.13 | Excavated plant / other material – <ul style="list-style-type: none"> ▪ spoilt in Estate ▪ not removed when digging is completed or when so instructed | R2 000 |
| 59 | 25.15.1 | Non-compliance to control measures regarding screening off building site before building operation commence, and instructions for screening not followed. | R1 000 |
| 60 | 25.15.2 | Nets not kept neat and tight for the duration of project. | R500 |

| No | Rule | Breach | Penalty |
|---|---------|--|---------|
| 61 | 25.15.3 | Netting not replaced on the inside if see-through palisades are erected before completion of the project. | R500 |
| 62 | 26.1 | Building work not – <ul style="list-style-type: none"> ▪ proceeding due to unwarranted and/or unreasonably lengthy interruptions ▪ completed within 6 months after commencement of building work | R2 500 |
| <p>Stipulations:</p> <p>(1) <i>Excom may in its discretion increase the prescribed penalty by 50% for repeated breaches and ongoing non-compliance by the person in breach.</i></p> <p>(2) <i>The person in breach will also be held responsible for the full cost to Excom of remedying a breach plus a 50% administration fee in the event of such person's ongoing failure to respond to a formal notice to attend to same.</i></p> <p>(3) <i>If the person in breach is not an owner, the owner concerned will be required to pay the penalty imposed / cost incurred.</i></p> | | | |