



ERINVALE® COUNTRY ESTATE HOMEOWNERS' ASSOCIATION

Unit 6005, Erinvale Estate, Somerset West, 7130, South Africa
Tel: +27 (021) 847-1563/1249 Fax/Ans: +27 (021) 847-1129
E-Mail: info@erinvalehoa.co.za

UNDERTAKING - ALTERATIONS / ADDITIONS / NEW BUILDS

Rev 7th - February 2025

I, the undersigned

the owner * of Erf _____situate within the township of Erinvale, Somerset West (hereinafter referred to as "the Member")

***If an authorised representative of the owner, a certified copy of the authorisation must be provided**

1. Do hereby undertake and agree in favour of the Erinvale Country Estate Homeowners’ Association (hereinafter referred to as "the Homeowners' Association") Member shall:
 - 1.1 Not commence any building work and/or construction activity nor remove any tree on the above Erf prior to the approval by the Homeowners’ Association of building plan/s and formal acceptance by the HOA of a Construction method statement in respect thereof;
 - 1.2 Not deviate from any building plan approved by the Homeowners’ Association prior to the issue of written approval by the Homeowners’ Association of a plan reflecting the deviation intended;
 - 1.3 Fully and punctually comply with the rules and regulations of the Homeowners’ Association

Initial

in relation to the execution of building work at Erinvale and in particular the regulations governing building contractor activity and the code of conduct.

- 1.4 Be responsible for and ensure that every contractor employed by the Member, alternatively subcontracted by any contractor employed by the Member, shall comply fully and punctually with the rules of the Homeowners' Association and in particular the regulations governing building contractor activity and the code of conduct.
 - 1.5 Pay any such fees / levies / building control levies / penalties as the Homeowners' Association may require to secure compliance with the rules and regulations of the Home Owners' Association and/or the terms and conditions hereof;
 - 1.6 Allow representatives of the Homeowners' Association in the capacity of such professionals as it may see fit, to inspect all buildings and/or structures.
 - 1.7 Ensure that construction shall be completed within 13 [thirteen] months, excluding builders holidays but including inclement weather and construction delays, of commencement failing which penalties equal to four times the monthly levy payable by other members of the Homeowner's Association may be imposed by the Homeowners' Association. Commencement shall be the date the Homeowners Association's Estate Manager records that the builder has started work on the site. Completion is when the Local Authority issues a completion certificate or the member's architectural [SACAP registered] or engineering [ECSA registered] professional in charge of the project certifies completion. Completion of minor works i.e. small internal changes, fences, swimming pools, solar installations etc. is when the Estate Manager accepts that the work is complete.
 - 1.8 Will not commence painting the exterior of the dwelling until the paint colour chosen has been approved by the Homeowners' Association.
2. Agree that in the event that the member and/or any person or entity contracted by the Member and/or any sub-contractor as envisaged in sub-clause 1.4. above, breaches, causes and /or suffers the undertakings herein referred to be breached, and fails to remedy such breach within 7 (Seven) days of receipt by the Member of written notice for the remedy of such breach, the Homeowners' Association shall be entitled in its entire discretion and at its election to:

--

- 2.1 Require the Member to cause all contractors referred to herein before to cease all building and/or construction work forthwith and until such time as the breaches complained of by the Homeowners' Association have been remedied to its satisfaction; and/or
 - 2.2 Require the Member to demolish that portion of any building or structure that is not in compliance with the plans approved by the Homeowners' Association and to stop all further building work until the respective portion of any offending building or structure has been demolished to the extent that it is not in compliance with the plans approved by the Homeowners' Association; and/or
 - 2.3 Require the Member to pay all legal and professional fees and costs on the scale as between attorney and own client that may be incurred by the Homeowners' Association pursuant to a breach of this undertaking an/or in enforcing the undertaking.
3. Hereby acknowledge that I have read and understood the regulations governing building contractor activity and the code of conduct and that the Member will require any contractor employed to take the terms and conditions thereof and hereof into consideration when quoting in respect of construction activity and/or building work to be executed at Erinvale. I, in my capacity aforesaid, also undertake to cause all my contractors and sub-contractors that may gain access to Erinvale to sign the document entitled "Regulations Governing Building Contractor Activity and Code of Conduct" prior to the commencement of any building activity on the Erf referred to and to sign such document myself.
 4. Hereby indemnify the Homeowners' Association against any claim that may be made against it by any person for any loss or damage suffered as a result of the execution of any building and/or construction activity in relation to the Erf referred to, or by the Homeowners' Association lawfully exercising its rights and remedies in terms hereof.

(Full signatures required on Page 4)

--

THUS DONE AND SIGNED AT _____

on this the _____ day of _____ 20 _____

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**The Member or representative, who warrants that he/she is duly authorised thereto
(NB - certified authorisation to be attached where applicable)**

AS WITNESSES:

1. _____

2. _____

THUS ACCEPTED ON BEHALF OF THE ERINVALE COUNTRY ESTATE HOME OWNERS' ASSOCIATION on

this the _____ day of _____ 20 _____

Erinvale Country Estate Homeowners' Association

--