



Horizon Bay Body Corporate - Application for Alteration & Renovation - Annexure “F”

APPLICATION FOR ALTERATIONS/RENOVATIONS:

ALTERATIONS/RENOVATIONS WILL BE PERMITTED ONLY BETWEEN 1 FEBRUARY AND 30 NOVEMBER.

I, the undersigned hereby make application to the trustees, to make alterations/renovations as described below and I undertake to comply with and hereby accept the conditions set out hereinafter. This application is an extension of the Conduct Rules as filed with the Ombudsman and will be managed, adapted and updated from time to time by the Trustees of the HBBC.

Owner..... **Apt No:**

Contact No:

DESCRIPTION OF ALTERATIONS/RENOVATIONS-

Full details, PLUS drawings need to be provided.

POPI ACT:

I/We the undersigned hereby give my/our consent for the processing (use) of our personal information by Horizon Bay Body Corporate for security purposes and the Managing Agent/Trustees.

SIGNATURE OF OWNER:.....

DATE:.....



ANTICIPATED START DATE:**ANTICIPATED FINISH DATE:**.....

MAIN CONTRACTOR

COMPANY NAME: **CONTACT NO:**

CONTACT PERSON:.....

OTHER CONTRACTORS:

CO.NAME:..... **CONTACT NO:**.....

CONTACT PERSON:.....

CO. NAME:..... **CONTACT NO:**.....

CONTACT PERSON:.....

CO. NAME:..... **CONTACT NO:**.....

CONTACT PERSON:.....

CO: NAME:..... **CONTACT NO:**.....

CONTACT PERSON:.....

FOR OFFICE USE:

RECEIVED REFUNDABLE DEPOSIT OF R 9000

Proof of Payment:.....

RECEIVED FIRST MONTH'S LIFTS USAGE CHARGE OF R850

Proof of Payment:.....

.....
CHAIRMAN/TRUSTEE

.....
BUILDING MANAGER

.....
DATE

As authorized at the Trustees meeting held on:.....

FINAL EXPECTATION

.....
CHAIRMAN/TRUSTEE

.....
SUPERVISOR

.....
DATE

AUTHORISATION GRANTED FOR REFUND of DEPOSIT:
R9000 LESS EXPENSES/CHARGES/COSTS TOTALLING:

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SIGNATURE OF OWNER:.....

DATE:.....

CONDITIONS

The conditions set out herein are made in the interests of all who have invested and/or live in HORIZON BAY. Applicants must appreciate that their proposed activities may affect other in the building and it is most important firstly that any detrimental impact is kept to an absolute minimum and secondly that, once started, the work is completed expeditiously within the work period applied for. It is the function of the Trustee to ensure that all owners act “with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the Building.” These conditions have been framed accordingly – it is the duty of the Managing Agents and Building Manager to see that they are adhered to. Your co-operation is earnestly requested.

1. The following broad definitions will apply:
 - a. Alterations shall mean any internal work involving structural alterations or additions to a section or unit including the removal, creation or modification of a wall or any structural part of the building, excluding load-bearing walls, and shall include any alteration, modifications or decorative work.
 - b. Renovations shall mean any internal redecorations or refurbishment of the existing interior of a unit or section including the replacement removal or creation of internal fittings such as a kitchen and other cupboards, sanitary ware, floor coverings, etc.

The Trustees will be the dole and final judge as to whether the work proposed constitutes “Alterations” or “Renovations” as referred herein.

2. The procedure for obtaining approval is as follows:

(i) ALTERATIONS:

- a. Full details plus drawings of the proposed alterations, must be submitted to the Trustees to obtain agreement in principle.
- b. After approval in principle by the Trustees it is the responsibility of the owner to see that professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the City of Cape Town. City Council approval is necessary ONLY when alterations included additional water reticulation/drainage.
- c. A copy of the plans as approved but the City of Cape Town, if applicable, must be submitted to the Trustees alternatively the Trustees must be supplied with evidence satisfactory to them that Council approval is not required.
- d. Names and contact numbers of contractors must be submitted to the Trustees.
- e. Annexure “G”, “Undertaking by the Contractors”, and “Written agreement of Occupational Health and Safety”, must be completed by main contractor and all sub-contractors prior to final approval of application.
- f. If the Trustees consider it necessary they shall be entitled, at the cost of the owner, to seek the advice of an architect (or professional assistance) as to the acceptability of the proposals.

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SIGNATURE OF OWNER

.....
DATE

(ii) RENOVATIONS:

Where only renovations as defined above are proposed this application should be submitted to the Trustees for approval.

3. Confirmation that the work may proceed will be conveyed to the owner by the Building Manager with whom a date for the commencement of the work shall be arranged. The Supervisor will also supply information as to access by contractor's workmen and the maintenance of security within the building (a most important requirement)
4. No work may be started until approval has been conveyed by the Building Manager as above and the deposits mentioned below have been paid to the Managing Agents.
5. When mixing materials i.e. sand; cement; water contractors must ensure the laying of waterproofing sheets/mixing trays so as to prevent the seepage of liquids to adjacent flats.
6. **The owner accepts responsibility for any damage caused by him or his contractors to common property or to other units in the block or to any person/s and indemnifies other owners against such damage.**
7. **No work may be carried out on Saturdays, Sundays and Public Holidays or outside normal working hours i.e. 08h00 to 17h00. NO drilling and/or hammering maybe carried out between 13h00 and 14h00.**
8. The goods lift ONLY may be used by workmen and for materials, and only pneumatic tyre wheelbarrows may be used. All mixing of materials must be carried out in the unit and not on the common property.
9. **CLEARING AND CLEANING UP OF COMMON PROPERTY DURING AND AFTER ALTERATIONS/RENOVATIONS:**

Contractors will be responsible to clean up the common property that they have dirtied, either caused by transporting their goods, or the floors outside the flats which they are working on at the end of each day.

All building rubble is to be removed from the common property on a daily basis.

All clearing away and cleaning up will be checked by the Building Manager. Failure to comply will result in HORIZON BAY staff having to do the “clean up/clear up” and the owner of the applicable flat will being altered/renovated will be billed for the cleaning staff's time and materials used.

10. GEYSER REPLACEMENT/REPAIR

- All Plumbing work undertaken relating to geysers must comply with the Water Services Act promulgated on 08 June 2001 section SABS 0254.
- Compliance with SABS 0254 must be obtained in writing from the plumbing contractor who has undertaken the work.
- Insurance companies will not entertain “illegal” installations if claims are made relating to the above.

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SIGNATURE OF OWNER

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DATE



11. Body Corporate electricity i.e. passage plugs (where available) are not to be used **EXCEPT** with the written permission of the Trustees in which case a charge will be made for the electricity consumed for the account of the owner.
12. All doors and windows being installed must conform in outward appearance with other doors and windows installed in similar positions elsewhere in the building.
13. **The owner indemnifies the Body Corporate in respect of any damage caused to its common property, including the lifts and either the inside or the outside of the building or to any person/s and will pay the cost of repairing or restoring all damage caused whilst carrying out any alternations and/or renovations.**
14. A refundable deposit of R9000 shall be paid before any work commences, from which the costs of rectifying any damage to property (e.g. lifts, floor coverings, woodwork, paintwork, plumbing etc) and any other charges accruing against the owner as set out above will be deducted.

In addition a charge of R850 per month (or part thereof) is payable before any work commences for the use of the lifts and common property. The first amount shall be paid at the time of handing in this form, and any additional amounts that shall accrue after 4 weeks from starting date, shall be debited to the levy account.

15. Any and all charges, expenses and costs accruing against the owner arising from the matters contained anywhere in the afore going Conditions are payable on demand and, as applicable in paragraph 14, will be deducted from the deposit.

However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficiency is payable on demand.

16. Any balance of the deposit remaining will be repaid to the owner after completion of the alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit.
17. It is the responsibility of the owner to ensure that contractors and workmen comply with all conditions as set out above.

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SIGNATURE OF OWNER

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DATE

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