



GOLDEN ACRES OWNERS ASSOCIATION NPC
(Registration No. 2007/016285/08)
Builders Code of Conduct
(Building Contractor's Code of Conduct and Obligation Agreement)

To be completed and signed by The Contractor and The Owner in respect of all work carried out on Golden Acres Estate

Parties:

Golden Acres Home Owners Association (HOA) with:

The Contactor:

Owner:

Stand Number: _____

Preamble

The purpose of this set of rules is to ensure a harmonious integration of residential living and building activities within The Golden Acres Estate with minimal impact on the environment, residents and others. The Estate is a unique up-market, secure residential estate and in order to maintain aesthetics, standards, general appearance and security arrangements it is necessary that owners, builders, contractors and their subcontractors adhere to the rules and regulations as determined by the estate from time to time.

Strict adherence to all aspects of the rules is required and expected at all times and in all respects; the estate in the event of non-compliance may impose penalties as specified in this document.

The contractor acknowledges that he is working in an environmentally sensitive development and agrees to conform to all environmental controls specified by The Golden Acres Home Owners Association (HOA) from time to time.

1. CODE OF CONDUCT AGREEMENT

1.1 The building contractor is a builder/contractor ("the contractor") appointed by the owner ("the employer") of a stand in the estate for the purpose of constructing a dwelling house and outbuildings ("the Works") on the employer's stand.

2. QUALIFICATION OF CONTRACTORS

2.1 Only contractors with adequate experience and who can satisfy the HOA (in its sole and absolute discretion) of such prior experience will be allowed to build within the estate.

2.2 An owner builder who qualifies under clause 2.1 above will be allowed to construct his own home.

3. PRECONDITIONS

The following pre-conditions shall be complied with before any building activities may commence:

3.1 A site meeting between the contractor and representative's of the HOA must take place at least 5 days prior to commencement of building.

3.2 Prior to the commencement of building, the contractor must set out the foundations for inspection and approval by the Local Municipality before casting concrete.

3.3 The contractor must display an approved builder's board on the site at a position as directed by the HOA for the duration of the construction period. No further signs of contractors, sub-contractors, suppliers, finance companies or any other party may be erected on the site.

3.4 Builder's boards must be removed no later than one month after the construction has been completed.

Breach:

All above activities will be liable for a fine of R 250-00 each.

4. RESPONSIBILITY

4.1 Contractors are at all times responsible for their sub-contractors and Employees, guests, invitees and agents while on the estate.

4.2 The contractor is responsible for its sub-contractors as well as any person making deliveries to the site. Any damages caused by his own employees, sub-contractors employed by him or delivery vehicles delivering materials to his site will make him liable for any damages that may occur within the Estate. Any damage to the estate including, but not limited to, damage to kerbs, roads, street lights, distribution boxes, plants, irrigation and/or damage to private property on the estate caused by the contractor, its sub-contractors, agents, employees, guests or invitees is the responsibility of the contractor. In addition, the contractor will be responsible for any damage caused to common areas in the immediate surroundings of his stand to the extent to be determined by the HOA in its sole and absolute discretion.

5. ELECTRICITY SERVICE

5.1 The contractor shall apply to the Local Municipality for the installation of a water meter and water connection.

6. WATER METERS

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7. BUILDING ACTIVITIES

7.1 Limits of building activity

All activities relating to the construction must be confined within the boundaries of the stand upon which construction is taking place. This relates to location of staff, sitting material, and storage bins etc. If any material needs to be stored outside the stand boundaries, written permission must first be obtained from the HOA. Approval or refusal of such requested permission shall be solely at the discretion of the HOA.

Breach:

The contractor will be fined R 250-00 per transgression.

7.2 Site presentation

The contractor will be expected to keep the appearance of his building site neat and tidy and free of litter at all times. Excess soil and plant material that results from levelling the stand must be removed from the stand once excavation is completed. The street in front of the stand must be swept regularly. The Estate Manager, or his representative, may at any time request the contractor to clean the site if in their opinion, the site is untidy.

Breach:

Should the builder not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the cost there of claimed from the builder. The builder will be denied access to the estate until such cost has been paid in full.

Should windblown litter be generated from the site the contractor will be fined R250-00 per day until all refuse has been cleared.

7.3 Cleaning of vehicles/equipment

Washing of vehicles and equipment will not be allowed on the estate and must be carried out elsewhere.

Breach:

The building contractor will be fined R 500-00 per offence.

7.4 Fires

No fires will be allowed on any part of the estate including the building site without the prior written approval of the HOA.

Breach:

The building contractor will be fined R1 000-00 per offence. The building contractor will be in addition being held legally and financially responsible for any damage caused by the breach of this regulation.

7.5 Ablution facilities / Site Toilet

Contractors must provide a properly enclosed chemical site toilet, for the use of their employees, which must be properly and regularly maintained and positioned on the site as directed by the HOA in its sole and absolute discretion.

Breach:

The building contractor will be denied access to the site until such time as the regulation is complied with.

Any person found defecating or urinating anywhere other than in toilets as described above shall be immediately removed from the Estate and banned from re-entering.

The building contractor will be fined R 500-00 per violation.

7.6 Existence of excess material and building rubble

The contractor must make adequate provision for the removal of building rubble and excess material. No excess material or building rubble may be left lying around on the estate

7.7 Placement of litter bins on site

Any litter spread outside the site is to be picked up regularly.

Breach:

The Estate will appoint a contractor to remove all such spoilage for the contractors account. – In addition to this the contractor will be fined R1 000-00 per offence.

Should wind blow rubble/dust/litter be generated from the site the Contractor will be fined R 250-00 per day till all spoilage has been removed from the stand and the surrounding area.

8 HOURS OF WORK

8.1 Public/Private time

Contractors may only be present on the Estate during the following public time hours:

Monday – Friday:	06H30 to 18H00
Saturdays:	08H00 to 13H30

No work will be permitted on: Sundays, public holidays, as well as BIFSA builders holidays prescribed annually to their members.

All time other than the above mentioned public time will be considered private time.

Breach:

Contractors will be escorted from the estate by security during private times, and legible for a fine of R 500-00.

Permission to work during private times. Contractors are not allowed on the estate during private hours; however, written permission can be obtained from the HOA, in its sole and absolute discretion, in special cases to work during private time. Special applications for contractors to be present on site during private time should be lodged at least one week prior to the private time activity proposed.

Breach:

Contractors will be escorted from the estate by security during private times, and legible for a fine of R 500-00.

9 WATCHMEN

No watchmen will be allowed.

Breach:

The building contractor will be fined R 250-00 per trespasser.

10 VEHICLE SIZES ALLOWED

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Estate:

10.1 No articulated truck with trailer will be allowed.

10.1.1 Vehicle weight restrictions will be determined at the sole and absolute discretion of the HOA.

Breach:

Abnormal large vehicles will be denied access to the Estate.

11 DELIVERIES TO CONTRACTORS

General deliveries

- 11.1 Contractors will at all times be responsible for their delivery personnel.
- 11.2 All delivery times will be limited to public times as defined under 7.1 above.
- 11.3 Size of delivery vehicles will be limited as defined under 10 above.
- 11.4 Deliveries to the building site will take place only from the street frontage of the site unless prior arrangements have been made with the HOA.
- 11.5 The contractor has the responsibility of advising the entrance security staff of deliveries.

Breach:

Penalties levied on the building contractor will be the same as if the contractor's employees were guilty of the transgression.

11.6 Concrete deliveries

The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. Drivers of concrete delivery vehicles must be made aware of environmental issues by the contractor before their first delivery to the site.

11.7 Washing of concrete delivery vehicles

The washing of concrete delivery vehicles must take place within the confines of the building site and spillage and runoff contained within this site. Under no circumstances may concrete be spilled onto the road surface and the contractor will be held responsible for the repair to the road if this occurs.

Breach:

The building contractor will be fined R 500-00 and the repair of the road will be for the contractors account.

STORAGE SHEDS/HUTS

The contractor will be permitted to place a 20ft shipping/ freight container, or a builder's shed within the boundaries of the stand. Only containers/builders sheds that are clean on the outside and in good condition will be permitted.

Breach:

The contractor will be instructed to remove any structures that do not conform to this regulation and may not continue/ commence with building activities until this regulation has been complied with.

In addition the building contractor will be fined R 500-00 per transgression per week.

12 SECURITY

- 12.1 The development is located in a secure and controlled environment and

therefore in terms of 9 above, individual watchmen will not be allowed on the Estate during private times.

- 12.2 The contractor must at all times adhere to the instructions of security personnel employed by the Estate.
- 13.3 Personnel and sub contractors of the contractor must at all times be in possession of an access pass, which will be issued by the contractor. The pass may only be valid for the period that the subcontractor is required to be on site and must be renewed monthly.
- 13.4 The site will be limited to a predetermined number of vehicles per site, as not to disrupted flow of traffic and damage to the road. All vehicles will be roadworthy, or access will be denied.
- 13.5 Personnel must be transported by vehicle to the relevant building sites and are confined to that particular site only. Personnel will not be allowed to walk from one site to another.
- 13.6 All contractor vehicles entering the Estate must be signed in and have a clearance disc issued by the Estate.
- 13.7 No contractor or subcontractor and/or worker, nor owner transporting aforementioned, will be allowed to use the Estate's remote control button, once introduced, to gain access to the Estate.
- 13.8 No harvesting of fruit trees is permitted.

Breach:

Any member of building contractor's staff not adhering to this regulation will be removed from site.

In addition the building contractor will be fined R 500-00 per transgression.

14 SPEED LIMIT

For security and safety reasons the speed limit on the Estate for all contractors' vehicles is 30 k/ph. The contractor is responsible for ensuring that all his employees, sub-contractors and delivery vehicles adhere to this rule.

Breach:

The contractor will be fined an amount of R 500-00 per transgression. Continuous non-compliance will result in the contractor being expelled from the site.

15 BUILDING PLAN CONTROLS

- 15.1.1 The building contractor must ensure that a copy of the signed approved building plan is available on site at all times for inspection by the HOA representative.

15.2 Any variations to the approved building plan must be submitted to The HOA for signed approval and may only be implemented once the approved variation is available to the contractor.

15.3 Prior to commencing building the contractor must -

- a) Set out the foundations for inspection and approval by the Local Municipality;
- b) Confirm the height of the buildings with the HOA;
- c) Set out and confirm the form of driveway with the HOA;
- d) Provide a site drawing indicating the position of storage shed(s); and the position of excavated soil storage areas; the position of building material storage areas; and the position of deliveries.

Breach:

The contractor will be denied access until the above-mentioned documentation is in place. The contractor will be required to remove any structures that do not conform to the plans. The contractor will be fined R 500-00 per transgression per week.

16 ROADS AND ROAD VERGES

16.1 Contractors must ensure that the road in front of their building site is at all times swept clean. This is to minimize damage and ensure longevity of the road surface.

16.2 Contractors must ensure that kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.

16.3 Building material must be stored on the stand. Special permission may be obtained from the HOA, in its sole and absolute discretion, to store material in the road reserve directly in front of the building site, or on other approved locations should the need arise.

Breach:

The contractor will be held financially and legally responsible for the damage to road surfaces and curbs caused through his building operations. The contractor will be fined R 250-00 per day for un-swept roads.

17 ADVERTISING

17.1 The contractor or his sub-contractors may place no advertising material on the Estate.

17.2 Contractors may place an approved builder's board on the stand for the duration of the construction period. Builders must be removed no later than one month after the construction has been completed.

Breach:

Advertising material will be removed from site without notice. The contractor will be fined R250-00 per transgression.

18 SITE SUPERVISOR

- 18.1 At all times, when there are any workers, contractors, subcontractors and/or suppliers present on site, the contractor has to appoint one of the personnel as a site supervisor.
- 18.2 The site supervisor shall be responsible for the compliance with the Estate building rules, as described in this document, by all present personnel.
- 18.3 The site supervisor shall communicate and cooperate with the estate Manager and/or the Estate security when required.
- 18.4 The Site Supervisor shall represent the contractor on site and he/she shall accept and sign, on the Contractors behalf, any fines, warnings and/or written communication from the Estate Manager and/or the Estate security when required.

19 ELECTRICITY SUPPLY

The HOA shall not be liable for damages, expenses or costs caused to residents for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity.

20 BREACHES

In the event of any breaches of the Building Contractors Code of Conduct the contractor or owner employer may be subject to a fine as determined by the HOA or such other sanction as the HOA sees fit to impose. Such other sanctions may include, but shall not be limited to, building stop orders. Any such action will be at the sole and absolute discretion of the HOA. All monies owing the HOA must be paid on the first Monday following the fine.

21 PRESCRIBED TIME PERIOD FOR THE ERECTION OF THE HOUSE

- 21.1 The Owner hereby undertakes to complete the erection of the house, together with the landscaping of the garden and the verge, within a period of 10 (Ten) months calculated from the date the building works commenced. In the event of the house not being completed within the aforementioned time period the HOA shall impose a fine of R100-00 (Hundred Rand) per day, payable by the Owner, until such time as the house is completed.
- 21.2 In the event of a dispute the house will be deemed complete upon the issue of a Completion Certificate by the Architect/s appointed in terms of the Articles of Association.
- 21.2 The member shall pay the Architect's fee for issuing the Completion Certificate to the HOA or its nominees.
- 21.3 The HOA's authorized agent/s shall be entitled to inspect the property at all

reasonable times during the period that the member is constructing the house on the property.

Breach:

The Owner will be fined R500-00 (Five Hundred Rand) per day until such time as the house and the landscaping is completed.

22 DISCLAIMER

Any person wishing to enter this Estate may do so at their own risk. The HOA and the owners, their agents, employees or appointees shall not be liable for any injury, loss or damage to any person or property arising from any cause whatsoever including, without limitation thereto, the negligence of any of the above person or intentional acts of any agents, employees and appointees. Without in any manner derogating from the above, all tenants to the Estate make use of the roads thereon, whether public or private, at their own risk.

While every effort is made to and monitor the Estate, the HOA and the registered owners, and all their agents, employees or appointees shall not be deemed to have warranted the safety of any person or property (whether movable or immovable) on the Estate.

23 DEVIATION FROM THE ABOVE RULES & SPECIAL PERMISSION

23.1 The Estate Manager's primary responsibility, in regard to construction on the Estate, is to ensure that the Home Owners, contractors, their staff, suppliers and subcontractors adhere to the Estate Building rules as described in this document.

23.2 The Estate Manager is not entitled to make any changes, allowances and/or relaxation to the rules. Any queries, suggestions and requests in this regard should be submitted in writing to the HOA.

23.3 The Estate Manager is obligated to enforce compliance with this document, as under the sub-heading "Breaches".

23.4 The HOA is not obligated to uphold and /or honour any changes, allowances and/or relaxations made by the Estate Manager without the HOA's written permission.

24. ISSUING OF OCCUPANCY CERTIFICATE

An Owner shall not be entitled to take physical occupation of the dwelling before an occupation certificate has been issued by the HOA. The HOA will issue an occupancy certificate subject to:

24.1 The Owner is required to submit his/her "as built drawings"

(electronic and hard copy format) to Architectural Committee as well as copies of all compliance certificates such as occupation certificate issued by the local authority, glazing, structural, roof etc. before a HOA occupation certificate will be issued.

- 24.2 The Owner must notify the HOA when the house has been completed and make an appointment with the Architectural Committee for the inspection of the property.

25. CONTRACTOR'S DETAILS AND DOMICILIUM

Contractor:
Physical Address:
Postal Address:
E-mail Address:
Telephone No:
Fax No:
Cell phone No:

26. EMPLOYER'S (OWNER'S) DETAILS AND DOMICILIUM

Employer:
Physical Address:
Postal Address:
E-mail Address:
Telephone No:
Cell phone No:

27. BANKING DETAILS FOR RETURN OF DEPOSIT

Bank:
Branch:
Branch Code:
Account Name:

Account number:

Account Type:

28. ARCHITECTS'S DETAILS AND DOMICILIUM

Architect:

Contact Person:

Physical Address:

Postal Address:

E-mail Address:

Telephone No:

Cell phone No:

29. THE EMPLOYER'S (OWNER'S) RESPOSIBILTY

By its signature to this document, the employer agrees to co-operate fully with the contractor and with Golden Acres Home Owners Association to ensure that Golden Acres HOA's rules and instructions are fully complied with. The employer accepts and acknowledges that it has nominated and employed the contractor and that the employer is jointly responsible to ensure that the contractor complies with the terms of this document, and other rules, regulations and directions of Golden Acres Home Owners' Association.

The terms of this document shall supplement and operate in addition to any other rules, regulations, instructions or resolutions of the Home Owners' Association.

Signed at _____ on this ____ day of _____ 2012

For and on behalf of the Contractor

Signed at _____ on this ____ day of _____ 2012

For and on behalf of the Contractor