

**REGULATIONS GOVERNING
BUILDING AND GARDEN
CONTRACTOR ACTIVITY
AND
CODE OF CONDUCT
VERSION 1.1**

EFFECTIVE DATE: 14 APRIL 2015

THIS DOCUMENT MUST FORM PART OF ANY BUILDING CONTRACT. IT MUST BE SIGNED BY THE HOMEOWNER OR HOMEOWNER'S REPRESENTATIVES AND MAIN CONTRACTORS AND A COPY LODGED WITH THE ESTATE MANAGER BEFORE ANY BUILDING ACTIVITY MAY COMMENCE.

DOCUMENT CONTROL

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1. IMPERATIVES

BEFORE ANY BUILDING ACTIVITY MAY COMMENCE AND BEFORE ANY MATERIALS MAY BE DELIVERED TO THE SITE:

- Building plans must have been approved by the HOA and the relevant municipal authority.
- A copy of this document, duly signed, must have been lodged with the Estate Manager.
- Building sites must have been properly demarcated.
- Site toilets must have been properly installed (see Clause 7 – Toilet Facilities).
- The main contractor's board must have been erected.
- Suitable depositories for rubbish and rubble must have been installed.

At all times the Homeowner is, and remains ultimately responsible for the actions of any of his agents, contractors and subcontractors who may be appointed by him or his agents.

2. SUMMARY OF REGULATIONS

- A deposit is required on submission of building plans. (Clause 1 – Deposit)
- Working hours are restricted. (Clause 2 – Working Hours)
- Contractor's wages must be paid outside of and away from Berg en Dal Estate. (Clause 3 – Pay Days)
- Entry and Exit is permitted through the main gates only and by vehicle only and access cards to be obtained. (Clause 4 – Entry and Exit)
- A main contractor board must be erected on site. (Clause 5 – Main Architects / Contractor's Notice Board)
- Building activities must be confined to the site. (Clause 6 – Encroachment)
- Toilet facilities must be provided. (Clause 7 – Toilet Facilities)
- Any storage shed must conform to HOA requirements and sand heaps must be adequately covered. (Clause 8 – Storage Facilities)
- Rubbish must be removed regularly and may not be burnt on site. (Clause 9 – Disposal of Rubbish)
- Rubble must be removed regularly. (Clause 10 – Disposal of Rubble)
- Surplus fill must be disposed of. (Clause 11 – Disposal of Fill)
- Deliveries are subject to restrictions. (Clause 12 – Deliveries)
- Speed limits must be adhered to. (Clause 13 – Speed Limits)
- Noise must be kept to a minimum. (Clause 14 – Noise)
- No persons may sleep on a building site. (Clause 15 – Sleeping On Site)
- Owners and contractors are responsible for damage. (Clause 16 – Damage)
- The HOA may suspend building activity. (Clause 17 – Undesirable Conduct)
- Contractors must comply with legislated requirements. (Clause 18 – Site Safety)
- Specs for temporary structures. (Clause 19 – Specification For Temporary Structures)

- Deviations to plan. (Clause 20 – Deviations)
- The contractor shall install a water meter on site. (Clause 21 – Water Meters)
- Owners and contractors undertake to comply with these regulations. (Clause 22 – Undertaking)

3. INTRODUCTION

The Berg-en-Dal Estate Home owners association (hereinafter referred to as HOA), the legally constituted representative of owners at Berg-en-Dal Estate has adopted certain rules relating to building contractor activity on the Estate. This document sets out the rules as well as the HOA's expectations of building contractor's standards of behaviour when building on the Estate. The primary intention of the provisions hereunder is to ensure that all building activity at Berg-en-Dal occurs with the least disruption to owners and residents. In the event of any uncertainty, owners and/or their contractors should contact the HOA.

The conditions governing building activity, which are set out in this document are rules adopted by the HOA and are therefore binding on all owners. Furthermore, all owners are obliged to ensure that their building contractors and/or sub-contractors are made aware of the conditions and comply strictly with them. Owners are therefore required to include the conditions in their entirety in any building contract concluded in respect of property on the Estate. The HOA has the right to suspend any building activity in contravention of any of the conditions and the HOA accepts no liability whatsoever for any losses sustained by an owner as a result thereof.

The main contractor is responsible for the activities of all his sub-contractors and suppliers (**including health and safety**). To this end he is expected to have competent supervision on site at all times with sufficient authority to control the activities of all his employees and those of his sub-contractors and suppliers and in particular the manner in which deliveries are made on site.

Where sub-contractors are appointed by the owner, the owner must assume this responsibility and must ensure that each sub-contractor arranges for appropriate supervision on site.

If there is no main contractor, the owner shall assume all the responsibilities of a main contractor as outlined in this document.

Although the HOA will generally act in accordance with the provisions of this document, some latitude will be exercised in circumstances where its provisions prove impractical or where special circumstances exist. Any concessions so made will in no way form a precedent and will not detract from the validity of these regulations.

4. GENERAL

These regulations should be read in conjunction with the latest version of Bergen Dal Homeowners' Association's "**Architecture and Landscaping Regulations**" document.

4.1 VEHICLE CONDITION

Any vehicles that are clearly in such poor state of repair that they are not fit for purpose, or those seen to be leaking oil, will not be permitted to enter the Estate. In the event that oil spills do occur, such spillage must be immediately and properly removed to the satisfaction of the Estate Manager.

4.2 SITE CLEARING

Where heavy equipment is required for site clearing and site profiling, the Estate Manager must be provided with a detailed plan as to what equipment is to be used, how it will be used, and how it will be transported to site.

In addition, in the event that explosives are to be used for any purpose, the certifications of the person responsible for undertaking such work as well as his proof of professional indemnity must be provided to the Estate Manager.

In all of the above cases, the information and documentation must be provided at least 5 working days before such work commences and the HOA reserves the right to increase the deposit to cover the increased risk of damage and also the right to prevent access until all necessary documents are in place.

4.3 SAND AND DUST

The frequency of high winds in the vicinity can cause significant problems through the early stages of construction. In order to minimize the impact on other homeowners, all reasonable endeavours must be made to reduce dust in the air while excavating, including continual watering at the point of excavation, which must be suspended during extremely high wind conditions (>40kph). All sand piles must be covered with shade cloth (see clause 8.1) and damped when necessary. The ERF must be fenced along the internal Estate boundary, and any adjoining vacant ERF. Such fencing must be covered with shade cloth. All dust creating activity, e.g. angle grinding, sweeping up, should be damped to minimise airborne dust.

4.4 CLEANING

Liquids arising from washing of equipment, solvents, paints and any similar materials must not enter any storm water system or be handled in such a way that they might enter any storm water system or flow onto an adjoining property. Hose or other cleaning of ready-mix concrete hoppers on site is explicitly prohibited.

The Estate is substantially underlain by clay soils that are not absorbent and can result in significant run off in heavy rains. Care must be taken to ensure that when earthworks are undertaken, consideration is given to controlling and/or directing run off so that it does not flow onto other properties and cause damage.

5. REGULATIONS AND CODE OF CONDUCT

In the following text, where terms such as acceptable, suitable, adequate, appropriate, etc. are used, the HOA shall be the sole arbitrator as to what is suitable, adequate, appropriate, etc. Where specifics are mentioned, such specifics shall not affect the generality of the content.

5.1 CLAUSE 1 – DEPOSIT

Owners shall note that the Home Owners Association requires a deposit of a minimum of R10 000.00 for small alterations, increasing to R50,000 or more, as determined by the Trustees on consideration the potential for damage to public area of the Estate. This deposit must be lodged with the HOA, on submission of building plans to the HOA. The deposit will be used to defray expenses incurred in repairing damage to adjacent off-site property caused in the building process and any other damage referred to in clause 16. At any time the HOA may call for an additional deposit to meet the costs or projected costs of damage to adjacent off-site property caused in the building process and any other damage referred to in clause 16. Upon completion of building and any related activity to the satisfaction of the HOA, the balance of the deposit will be refunded to the depositor.

5.2 CLAUSE 2 – WORKING HOURS

Contractors are permitted on the Estate only from 08h00 to 18h00 on weekdays and from 08h00 to 13h00 on Saturdays. Noisy activity on Saturdays should be restricted to the absolute minimum. No contractor activity is permitted on the Estate on Saturday afternoons, on Sundays and on Public Holidays. This also includes all noise intrusive activity such as lawn mowing, strimming, angle grinding and the like. Under special circumstances these hours may be extended by the HOA but only with written support from site neighbours.

5.3 CLAUSE 3 – PAY DAYS

Contractors are expressly forbidden to pay wages to their employees on site or in the environs of Berg en Dal Estate

5.4 CLAUSE 4 – ENTRY AND EXIT

Contractors and their staff (excluding regular domestic and garden workers registered with the biometric system) may enter or leave the Estate only through the main gates and by vehicle only. Access cards must be requested by contractors for this purpose. Other than for the purpose of registration, workers

on foot will not be permitted to enter or exit the Estate, such as going shopping or for any other reason, except in an emergency. No workers will be permitted on any part of the Estate or private land other than that on which they are authorised to work. Drivers of vehicles are responsible and accountable for the activities and behaviour of all occupants of the vehicle.

5.5 CLAUSE 5 – MAIN ARCHITECTS / CONTRACTOR’S NOTICE BOARD

Before building activities may commence, one main architect/contractor notice board must be erected on approximately 2 metres by 1 metre. The information to be printed on the board in letters of 50mm height minimum shall include, inter alia, the Owner’s name, ERF number and the contact telephone number and name of the contractor /project manager. The boards are not to be erected on the verge landscaping. The architect’s / main contractor’s board must be removed upon completion of construction.

5.6 CLAUSE 6 – ENCROACHMENT

Unless written permission to encroach onto adjacent erven has been obtained on the prescribed form (attached) from the owner(s) and lodged with the HOA, access to or through adjacent erven is not allowed. Building activities, builders’ and sub-contractors’ employees, delivery personnel and as far as practically possible, their vehicles must not encroach onto adjacent erven. Permission to encroach onto common area must be obtained from the HOA. Permission will be granted in exceptional cases only.

Owners and contractors should note that where verge landscaping has already been completed, only limited off-street storage and site access will be available. Arrangements must be made via the HOA to remove plants and trees where possible or to protect them during construction. The HOA reserves the right to replace such vegetation at the Owner’s expense should material be irrevocably damaged.

5.7 CLAUSE 7 – TOILET FACILITIES

Before ANY activities commence, an adequate toilet properly tied down must be erected within the site boundaries, screened from view from the street as much as possible, and relocated out of sight when the building reaches eaves height. If this is not possible, a suitable screen must be erected. The colour of the toilet must conform to the requirements of clause 19. The toilet must be a flush toilet or be a chemical toilet. The builder must ensure that adequate supplies of toilet paper are provided to prevent the use of cement bags or newspaper which will block the sewage system.

Any person performing the calls of nature other than in the toilets will be escorted from the Estate, and not permitted to re-enter.

5.8 CLAUSE 8 – STORAGE FACILITIES

If a store is placed on site it must conform to the requirements of clause 19 and be placed within the site boundaries.

CLAUSE 8.1 – SAND STORAGE

Sand heaps must be covered with suitable tarpaulin or shade cloth, which must be adequately secured before leaving the premises each day. In addition the heaps must be covered during working hours if wind is causing it to be blown away, and ideally damped down with hose water. Loose sand must not be left to spread over the building site and must be regularly heaped. Note that builders and/or owners will be held responsible should neighbours be adversely affected by blown sand. PLEASE CO-OPERATE FULLY IN THIS REGARD.

5.9 CLAUSE 9 – DISPOSAL OF RUBBISH

Before building operations commence, suitable containers for the ongoing accumulation of litter, plastic bags, etc., shall be placed on site. The containers must be securely covered before leaving the premises each day. They must be emptied and the contents removed from the Estate at appropriate intervals, but in any event, not less frequently than once a month. Fires and the burning of rubbish in particular are not permitted under any circumstances.

5.10 CLAUSE 10 – DISPOSAL OF RUBBLE

During building operations, rubble must be accumulated in a single suitable pre-designated area within the site boundaries and must be removed from the Estate at appropriate intervals, at least monthly or before if there is a full load. Rubble may not be accumulated on common property, including verges and roads.

5.11 CLAUSE 11 – DISPOSAL OF FILL

During building operations, fill arising from building activities must be accumulated within the boundaries of the site and if not required for landscaping purposes, must be removed at appropriate intervals.

5.12 CLAUSE 12 – DELIVERIES

Deliveries from suppliers must be scheduled during working hours only (see Clause 2 – Working Hours). Deliveries will not be allowed at any other times.

Unless suitable advance arrangements have been made with the Estate Manager, vehicles carrying abnormally large or heavy loads, abnormally long or articulated vehicles may be denied access to the estate. Owners and contractors will be liable for damage done by any vehicle associated with activity on their site and recovery of any related costs from owners or drivers of those vehicles will be the responsibility of erf owners and contractors.

Where materials are off-loaded by a supplier and encroach onto the verges of the road, these materials must be moved immediately onto the site by the contractor. No material must be allowed to remain on the verges of the road and it is the contractor and owner's responsibility to clean the verges and road of all such materials. The same applies to sand or rubble washed or moved onto the verges or road during building operations.

5.13 CLAUSE 13 – SPEED LIMITS

Only licensed drivers are permitted to drive vehicles on the Estate. The driver of any vehicle considered by an appointed official of the HOA to be exceeding the speed limit of 20 kph will be stopped and warned. A subsequent transgression by the same driver will result in the driver being denied access to the Estate.

5.14 CLAUSE 14 – NOISE

All noise on site must be kept to a minimum. Where objections to excessive noise are lodged by nearby residents the HOA will inform the owner and he/she or the building contractor must take appropriate action.

5.15 CLAUSE 15 – SLEEPING ON SITE

Under no circumstances may any employee of a builder, sub-contractor, or security firm reside or sleep on a building site during the period of construction. Anyone found doing so will be escorted from the Estate, and not permitted to re-enter.

5.16 CLAUSE 16 – DAMAGE

Owners and their contractors shall be responsible for any damage caused by them or their agents on the Estate including, but not limited to, damage to kerbs, verges, plants on the sidewalks, common areas and private property.

5.17 CLAUSE 17 - UNDESIRABLE CONDUCT

Should the HOA be dissatisfied with the conduct of any contractor, sub-contractor or supplier, the HOA may take such action as it deems necessary to stop such conduct and/or suspend building activity until such undesirable conduct ceases.

5.18 CLAUSE 18 – SITE SAFETY

Owners and contractors are responsible for ensuring that all legislation requirements are complied with.

5.19 CLAUSE 19 – SPECIFICATION FOR TEMPORARY STRUCTURES

Temporary structures will only be permitted for use on building sites as storage sheds or to house temporary toilet facilities (see clause 7). Each structure must be fitted with a solid door, fitted with a minimum of two hinges and provision for locking the door securely. The door to the toilet must be closed at all times when

not in use. These structures must be adequately anchored to the ground to withstand storm conditions. No advertising or other notices will be permitted on these structures. Temporary structures must be inconspicuously coloured and acceptable in shape and size to neighbours and the HOA.

5.20 CLAUSE 20 – DEVIATIONS

The Estate Manager and the HOA compliance trustee will monitor all buildings for conformity to approved plans on an on-going basis. Where building work deviates from previously approved plans all building work relating to the deviation will be required to cease with immediate effect. Building may not continue until an amended plan is drawn up, submitted and approved. For clarity, the amended plan must be approved before work recommences.

Owner's and contractor's attention is drawn to the Estate building regulations regarding height. The height of building basement slabs must be in conformity with these regulations and **MUST** be verified by a qualified surveyor, **PRIOR** to pouring concrete for the slab. A height certificate **MUST** be provided as soon as possible after the roof structure is completed. Both documents will be submitted to the Estate Manager, and checked against approved plans. Breach of the height restrictions relative to the approved plans will result in the immediate cessation of **ALL** site works, other than those directly necessary to rectify the deviation.

5.21 CLAUSE 21 – WATER METERS

Contractors shall install a water meter on site. This will need to be undertaken by a private plumber and not the municipality.

5.22 CLAUSE 22 – UNDERTAKING

By their signatures hereto, owners and contractors acknowledge that they understand the content of this document and agree to be bound by its provisions and by those additions and/or amendments to its provisions which may be introduced from time to time which shall have been brought to their attention in writing. They further agree to accept full responsibility for the failure of all and any sub-contractors to adhere to the terms of this agreement.

6. SIGNATURES OF AGREEMENT

ERF Number: _____

OWNER*

Signature: _____

Date: _____

Owner Name: _____

MAIN CONTRACTOR/ PROJECT MANAGER

Signature: _____

Date: _____

Contractor Name: _____

Note: * If the development of the site(s) is being undertaken by appointed representatives of owners, acceptable authority for those representatives to act on the owners' behalf must be attached to this document.