



Builders Code of Conduct
Alterations and additions

Owner:

Erf number:

Contractor:

Read and fill in the entire document.
NB. Initial every page.

PREAMBLE

The purpose of this Code of Conduct is to ensure the integration of residential living with that of control over building activities within the Fairhaven Country Estate so as to minimize the impact of building activities on the environment and the residents of the Fairhaven Country Estate.

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1. PURPOSE OF THE RULES AND REGULATIONS

- 1.1 The rules and regulations prescribed in this Code of Conduct are intended to ensure that the quality of life for residents in the Fairhaven Country Estate is not unduly compromised nor is the impact to the environment prejudiced by development and construction, whilst simultaneously providing guidelines to promote efficient construction by contractors.
- 1.2 Failure to adhere to or any breach of this Code of Conduct will result in a fine being levied by the Fairhaven Country Estate Home Owners' Association ("the Association") against the offending or defaulting contractor.

2. APPOINTMENT OF CONTRACTORS

- 2.1 Unless otherwise determined in writing by the Association, only contractors who are registered with the NHBRC, fully paid-up members of the Master Builders' Association, and who can furnish at least 3 (three) references or prior building contracts acceptable to the Association, will be allowed to build at or on the Fairhaven Country Estate.

- 2.2 An owner builder who qualifies under 3.1 may be allowed to construct his own home and shall, for the purposes of this Code of Conduct, be deemed to be a contractor herein.
- 2.3 Contractors shall at all times be responsible for their sub-contractors and employees whilst there on the Fairhaven Country Estate.
- 2.4 It shall at all times be the responsibility of the owner to ensure and procure that his contractor abides by and complies with the rules and regulations set out in this Code of Conduct.
- 2.5 The Owner and the Building Contractor will be held responsible jointly and separately for any damage to the streets (including kerbing and sidewalks) or landscaping (including trees, shrubs and plants) or any other property of the Fairhaven Country Estate HOA which the Building Contractor's Employees, vehicles and equipment and delivery vehicles to the building site cause during the building activities.

3. BASIC RULES AND REGULATIONS

3.1 Environmental Controls

It is a fundamental principle of this Code of Conduct that an owner and contractor must understand and acknowledge that they are working in an environmentally sensitive development and shall agree and undertake to conform to all environmental controls specified in the Estate Environmental Management Plan ("EMP") and the Construction Environmental Management Plan ("CEMP"), as may be revised from time to time. The EMP forms an integral part of the Association and the development of the Fairhaven Country Estate and as such are legally enforceable by the Association. In addition to the restrictions and controls provided for in CEMP, the environmental controls currently comprise the following:

3.2 Limits of building activity

All activities relating to the construction of a dwelling (or home) must be confined to within the boundary of the erf or erven where construction is taking place, which shall include but not limited to the location of staff, the position of storage bins and storage of materials.

3.3 Utilisation of neighbouring sites:

Permission by neighbour's may be granted to a contractor to make use of there sites. Making use of a site without approval in writing (see Annexure D), is an offence and liable to a fine as stated below.

Any breach by the contractor in respect of this paragraph shall entitle the Association to:

- (i) stop or terminate all work being undertaken until the Association is satisfied that the contractor's equipment has been moved within and on the building site; and***
- (ii) levy a fine of R5000.00 (Five thousand Rand) per transgression.***
- (iii) R500 (Five hundred Rand) per day until such time as approval has been granted***

3.4 Site Presentation

- i) The contractor will be expected to keep the appearance of his building site neat and tidy at all times. Building rubble and litter must be allocated to a dedicated position and stored in this position at the end of each day. All building rubble has to be covered with plastic or shade netting when instructed to do so. These nets have to be properly secured to withstand all weather conditions.

- ii) Disturbed soil, during the excavation period, has to be covered with the same netting when instructed to do so.
- iii) Refuse drums or a welded mesh container with lid must be supplied for the purpose of storing litter (paper, plastic etc.) Refuse must be removed from site by the contractor every Friday or the day before, should a Public holiday be on a Friday.
- iv) No builder's material, rubbish or litter shall be allowed on the street.
- v) The site Builders board provided by the Association must be displayed at all times.
- vi) Should the Builders board be damaged or lost during the construction phase, the contractor shall be liable to pay for a replacement thereof.
- vii) No other boards e.g Plumber, or Estate agents boards are allowed during the construction period.

Any breach by the contractor in respect of this paragraph shall entitle the Association to:

- (i) levy a fine of R1000(One thousand Rand) per transgression**
- (ii) remove the building rubble at the cost of the contractor; and**
- (iii) deny the contractor access to the Fairhaven Country Estate until such costs have been paid in full.**

3.5 Cleaning of vehicles/equipment

The washing of the contractor's vehicles and equipment will not be allowed on the Fairhaven Country Estate and must be carried out elsewhere.

Any breach by the contractor in respect of this paragraph shall entitle the Association to levy a fine of R500 (Five hundred Rand) per transgression.

3.6 Fires

No fires will be allowed on any part of the Fairhaven Country Estate, including the building site.

Any breach by the contractor in respect of this paragraph shall entitle the Association to:

- (i) levy a fine of R1,000.00 (One thousand Rand) per transgression; and**
- (ii) hold the contractor liable for all and/or any damage caused by the breach of this paragraph.**

3.7 Watchman

Unless otherwise agreed to in writing by the Association, no employees, including watchmen, will be allowed to remain on site during private time.

Any breach by the contractor in respect of this paragraph shall entitle the Association to:

- (i) deny the contractor access to or escort the contractor from the Fairhaven Country Estate; and**
- (ii) levy a fine of R1000 (One thousand Rand) per transgression.**

4. HOURS OF WORK

Unless otherwise agreed to in writing by the Association, contractors may only be present on the Fairhaven Country Estate on the following days and during the following hours:

Normal Weekdays 07h00 to 17h00
 Saturdays 08h00 to 13h00

- 4.1 Sundays and public holidays and the period between 16 December and 16 January (both days included) are not normal working days.

Any breach by the contractor in respect of this paragraph shall entitle the Association to:
(i) deny the contractor access to or escort the contractor from the Fairhaven Country Estate; and
(ii) levy a fine of R2000 (Two thousand Rand) per transgression.

5. DELIVERIES TO CONTRACTORS

5.1 Vehicle Sizes Allowed

Unless otherwise agreed to in writing by the Association, only the following vehicles will be allowed onto the Fairhaven Country Estate:

- (i) fixed axle design vehicles not exceeding a carrying capacity of 10 tons or 6m³ (e.g. 6m³ loose stone = 9.6t; 4.5m³ ready-mix = 9.9t; 8m³ bricks = 9.6t)
- (ii) no trailers
- (iii) vehicles not exceeding a length of 9.1m
- (iv) vehicles not exceeding a width of 2.6m
- (v) vehicles not exceeding a gross mass 10,000kg

5.2 General Deliveries

- (i) Contractors will at all times be responsible for their own and their suppliers' delivery personnel.
- (ii) All delivery times will be limited to times as defined under 4 above.
- (iii) Size of delivery vehicles will be limited as prescribed in 5.1 above.
- (iv) Deliveries to the building site will take place only from the street frontage of the building site. The position of delivery points indicated on the site diagram which must be submitted for approval in terms of 9 below.
- (v) The contractor shall be responsible to advise the Fairhaven Country Estate security on the morning of the details of the deliveries expected that day.

Any breach by the contractor in respect of this paragraph shall entitle the Association to:
(i) deny the party undertaking the deliveries access to the Fairhaven Country Estate; and
(ii) levy a fine of R1000 (One thousand Rand) per transgression.

Penalties levied on the contractor will be the same as if the contractor's employees and/or suppliers were guilty of the transgression.

5.2 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. The following rules relate specifically to the concrete delivery vehicles.

Drivers of concrete delivery vehicles must be in possession of an environmental education certificate. Environmental education of certain drivers of the four major Ready Mix concrete supply companies has been arranged and it will be, unless otherwise agreed to in writing by the Association, only their drivers who will be allowed access to the Fairhaven Country Estate. Should

the contractor use a different concrete supplier he will be responsible for escorting such vehicles from the entrance gate to the relevant building site.

Any breach by the contractor in respect of this paragraph shall entitle the Association to:

- (i) levy a fine of R1,000.00 (One thousand Rand) per transgression;***
- (ii) hold the contractor liable for all and/or any damage caused by the breach of this paragraph;***
- (iii) deny access to those drivers not in possession of an environmental education certificate; and***
- (iv) revoke a driver's certificate should he not adhere to this Code of Conduct.***

The washing-off of Ready Mix concrete delivery vehicles must take place within the confines of the building site and spillage and run-off contained within this site. Prior to ordering the concrete the contractor must indicate on the site diagram submitted in terms of 4.8 (iii) below where this will occur. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if this occurs.

6. STORAGE SHEDS/HUTS

The contractor will be allowed to erect storage sheds/huts within the boundaries of the building site and to a maximum height of 2.4m. The position of such structures must be indicated on the site diagram which must be approved by the Association in terms of items 9 below. The contractor must store and secure all building material and take full responsibility for such material.

The Association shall have the right but not the obligation to instruct the contractor to remove any structures which do not conform to this regulation and should the contractor fail. Refuse and/or neglect to do so, the Association shall have the right to do so.

7. SECURITY

- (i)** The Fairhaven Country Estate is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Fairhaven Country Estate during private times, unless otherwise agreed to in writing by the Association.
- (ii)** The contractor must at all times adhere to the security rules prescribed by the Fairhaven Country Estate.
- (iii)** Personnel of the contractor must at all times be in possession of an identification card, which will be issued by the Fairhaven Country Estate Security.
- (iv)** Personnel must be transported by vehicle to the relevant building site and will not be allowed to walk from one area to another.
- (v)** All contractor vehicles entering the Fairhaven Country Estate must have a clearance disk issued by the Fairhaven Country Estate Security. Each building site will be allowed a maximum of two vehicles on the property at any time so as not to cause disruption to road verges.

Any breach by the contractor in respect of this paragraph shall entitle the Association to:

- (i) deny the defaulting party access to and/or removing such party from the Fairhaven Country Estate; and***
- (ii) levy a fine of R250 (Two hundred and fifty Rand) per transgression.***

8. SPEED LIMIT

For security and safety reasons the speed limit on the Fairhaven Country Estate for all contractors' vehicles shall be 30 km/h. The contractor is responsible to ensure that all his employees, subcontractors and delivery vehicles adhere to this rule.

- Any breach by the contractor in respect of this paragraph shall entitle the Association to:**
- (i) expel the defaulting party and/or contractor from the Fairhaven Country Estate; and**
 - (ii) levy a fine of R500.00 (Five hundred Rand) per transgression.**

9. BUILDING PLAN CONTROLS

- (i) The contractor must at all times during the construction phase ensure that a copy of the signed approved building plan is on site available for inspection by the Association's representative.
- (ii) Any variations to the approved building plan shall be of no force and effect unless and until they have been approved in writing by the Association and must be submitted to the Association for signed approval and may only be implemented once the written approved variation is available to the contractor.
- (iii) The contractor is under an obligation to submit Height Certificates when the HOA requests the contractor to do so. The cost to submit the Height Certificates will be for the contractor's account. Should the contractor fail to submit the Height Certificates the Association will arrange for Height Certificates and all costs will be deducted from the builder's deposit.
- (iv) Prior to commencing building, the contractor must
 - (a) set out the foundations for inspection and approval by the Association;
 - (b) confirm, in writing, the height of the buildings with the Association;
 - (c) set out and confirm, in writing, the form of driveway with the Association;
 - (d) provide a site drawing indicating the position of storage shed(s);
 - (e) the position of topsoil and excavated soil storage areas;
 - (f) the position of building material storage areas;
 - (g) the position for concrete delivery wash-off; and
 - (h) the position of deliveries.

The Association shall be entitled to deny the contractor access to the Fairhaven Country Estate until the above documentation is in place.

On site deviation from approved building plans:

- (i) Any deviation from the approved building plan without written approval by the estate will result in a fine of R5000 (Five thousand Rand)**
- (ii) Building activities will be stopped until the revised plans have been approved by the Fairhaven Country Estate Design Review Committee.**

Failure to rectify any deviation not permitted by the Estate.

- (i) A R 5000 (Five thousand Rand) fine be imposed on the owner for each month of non-compliance to that particular Architectural Guideline.**

10. GENERAL CONTROLS

Persistent infringements of the Rules will result in the building site being closed until a "Good Behaviour Deposit" of R 5000 (Five thousand Rand) is paid. Any transgression thereafter will result in the Deposit being retained as a fine by the HOA and a subsequent "Good Behaviour Deposit" of R 5000 (Five thousand Rand) to be paid.

The contractor shall attend all site meetings with the Association to discuss general issues relating to work on the development.

11. STARTING CONSTRUCTION WITHOUT PERMISSION

Under no circumstances may a contractor access/move on site without written approval, and payments made to the HOA

(i) Levy a fine of R 5000 (Five thousand Rand) for accessing a site without written permission by the estate

12. ROADS AND VERGES

- (i) The contractor must ensure that the road in front of their building site is at all times swept clean. This is to minimise damage and ensure longevity of the brick road surface.
- (ii) The contractors must ensure that the kerbs and sidewalks in front of their building site is adequately protected from damage by the building operations.
- (iv) The contractor must store building material on the building site. Special permission will be required from the Association to neatly store material on the road verge directly in front of the building site.
- (v) The contractor must ensure that delivery vehicles do not spill oil or diesel on the roads.

Any breach by the contractor in respect of this paragraph shall entitle the Association to:

- (i) Impose a fine of R1000 on the contractor; and***
- (ii) hold the contractor liable for all costs incurred in order to rectify the damages.***

13. COMPLETION PROCEDURE

- i. On completion of a dwelling the owner must submit, in writing, a request to the Building Control Officer (BCO) for a final inspection.
- ii. The Building Control Officer will arrange the final inspection and issue a Building Completion Certificate providing that all requirements have been met, including clearance and cleaning of the site by the contractor.
- iii. Any damage to estate plants during construction of the building project will be re-instated by the estate. The costs incurred, will be deducted from the builders deposit
- iv. The owner is advised to contact the Council to arrange the necessary NHBRC and Council clearance certificates. Advice about this can be obtained from the Estate office, but it is NOT the Estate's responsibility to obtain NHBRC or Council clearance for any owner.
- v. The owner will then be eligible for his/her sidewalk deposit to be refunded.
- vi. Prior to refunding the sidewalk deposit, the owner must present to the Building Control Officer (BCO) the following documentation:
 - Signed and approved Building Completion Certificate and
 - if applicable, a council occupation certificate.
 - Submission of the NHBRC certificate on request by the BCO.
 - No deposit will be refunded if levies are outstanding. The deposit may be utilized for the payment of levies in arrears.
 - Entry to the Estate will be denied if building deposits and fines are outstanding for more than two months.
 - No deposits will be refunded if levies are outstanding.

14. OCCUPATIONAL HEALTH & SAFETY ACT

The contractor shall comply in every respect with the Occupational Health & Safety Act, 1993 (Act 85 of 1993), as amended, together with such regulations promulgated there under.

The contractor hereby indemnify the Association and each of the owners of the respective properties comprising the Fairhaven Country Estate against all and/or any claims which may be brought

against the Association and/or each owner and/or which the Association and/or each owner may bring against the contractor of the owner undertaking the building operations arising out of the presence of the contractor in connection with the building activities from time to time on the Fairhaven Country Estate.

Annexure A
CERTIFICATE OF UNDERTAKING

CONTRACTOR NAME: _____

ADDRESS : _____

We, the undersigned, hereby:

1. acknowledge and confirm having read and understood the Code of Conduct for Contractors, Sub-Contractors and Owners of the Fairhaven Country Estate, a copy of which is annexed hereto and initialed by the undersigned (hereinafter referred to as 'The Code'); and
2. irrevocably undertake to comply with each and every rule and regulation as set out in the Code as may be applicable to a contractor, the contractor's sub contractor, supplier, service provider and/or any person and /or any entity undertaking work or services for and/or on behalf of the contractor at and/or on any premises situated within and/or on the Fairhaven Country Estate (hereinafter referred to as the contractor's agents);
3. irrevocably undertake to pay (within 48 hours) of having received notification of a fine being levied against the undersigned all fines and /or any of the fine levied by the Fairhaven Country Estate Home Owners' Association (hereinafter referred to as 'The Association') against the undersigned for and/or in respect of any breach and/or transgression made by the undersigned as contemplated and/or provided for in the Code;
4. irrevocably indemnify and hold the Association and/or the individual owners of property comprising the Fairhaven Country Estate (hereinafter referred to as 'the Owners') harmless against all loss, liability, damage, and/or expense (including without limiting the generality thereof any claims which may be brought against the Association and/or the Owners or any Owner) which the Association and/or the Owners may suffer as a result of the contractor and/or the contractor's agents presence on the Fairhaven Country Estate and/or any building operations being conducted by the contractor on the Fairhaven Country Estate; and,
5. acknowledge that it/he/she, together with any of its/his/her employees, sub-contractors and/or service providers may be denied access to Fairhaven Country Estate should it/he/she persist with infringing the rules or not pay any fine levied by the Association timeously.

Signed at _____ on this _____ day of _____ 20 _____

SIGNATURE: _____ (Contractor)

Email address for correspondence to be sent to: _____

Signed at _____ on this _____ day of _____ 20 _____

SIGNATURE: _____ (Owner)

Email address for correspondence to be sent to: _____

OWNERS ADDRESS:

TEL. _____
CEL. _____

**Annexure B
NEIGHBOURS CONSENT**

ERF NR: _____	Date _____
TO WHOM IT MAY CONCERN	
I, _____, owner of	
Erf _____ hereby grant permission to _____	
owner of Erf _____ to store building material on my stand for the duration of the construction of his/her house subject to the following conditions:	
<ul style="list-style-type: none">• Under no circumstances may concrete be mixed on my site.• to remove any material within 2 (two) weeks' notice and at own expense;• to leave my stand in a clean and neat condition when building construction has been completed and to do so within 1 week after completion.	
Signed at : _____ on the ____ of _____ 20 _____	
SIGNATURE : _____	

**Annexure C
BUILDERS BOARD APPLICATION**

Erf No:	
Owner:	
Architect:	
Engineer:	
Contractor:	
Quantity Surveyor	

Annexure D

BUILDING FEES PAYABLE PRIOR TO CONSTRUCTION

- | | | |
|----|------------------------------|---------|
| 1. | Sidewalk Refundable Deposit: | R 5 000 |
| 2. | Builders Board (thru HOA): | R 1 400 |

OTHER FEES PAYABLE

- | | | |
|----|-------------------------|-----------------------|
| 4. | Monthly Building Levy | <u>R 1 605</u> |
| | TOTAL AMOUNT TO BE PAID | <u>R 8 005</u> |

Banking Details:

- | | | |
|----|----------|--|
| 1. | Name: | Fairhaven Estate Home Owners Association |
| 2. | Bank: | Standard Bank |
| 3. | Acc No: | 402191854 |
| 4. | Br Code: | 009953 |

Annexure E

APPLICATION FOR REPAYMENT OF BUILDER DEPOSIT

PART 1

DECLARATION BY OWNER

I herewith declare that:

- 1) Building activities have completed I terms of the approved plan.
- 2) All rubble removed from the premises.

Signature _____

Date _____

PART 2

REPAYMENT OF DEPOSIT

Banking details:

Surname
ID
Address
Tel nr.

Name Acc.
Bank
Acc. Nr.
Branch Code
Type Acc.
Fax nr.

FOR OFFICIAL USE

PART 3

PARTICULARS OF DEPOSIT REPAYMENT

Deposit	_____
Held back	_____
Levies outstanding	_____
Balance paid	_____

PART 4

INSPECTION REPORT

Signature _____

Date _____