

EDEN RESIDENTIAL

Eden Residential Home Owners' Association

Building Contractor's Code of Conduct Version 1

Checklist (Before HOA Sign off)		Dated
Erf Number		
Employer's name, cell nr, email address		
Contractor's name, cell nr, email address		
Copy of approved municipal plan		
Building Deposit Paid		
Building start date		
Site Establishment date		
NHBRC Certificate for house and Builder		
Letter of Good Standing		
Builders All Risk Insurance		

Contractor's Code of Conduct Agreement

(To be completed and signed by both parties in respect of all work carried out at Eden Residential)

Parties:

Eden Residential Home Owners' Association (ERHOA)

with:

The Contractor:

.....

Employer / Owner:

(Where Applicable)

.....

It is recorded that the Employer and Contractor will be Parties to this agreement.

Erf Number:

Eden Residential, George

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Preamble

The purpose of this set of rules is to ensure a harmonious integration of residential living and building activities within Eden Residential (EDEN RESIDENTIAL) with minimal impact on the environment, residents and others. EDEN RESIDENTIAL is a secured 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 ERHOA from time to time.

Strict adherence to all aspects of the rules is required and expected at all times and in all respects. Penalties as specified in this document may be imposed by the ERHOA in the event of non-compliance.

ERHOA is not liable for any design or construction defects affecting the safety or structural integrity of the building work.

1. CODE OF CONDUCT AGREEMENT

- 1.1 The Building Contractor is a builder/contractor ("the Contractor") appointed by the owner ("the Employer") of an erf in EDEN RESIDENTIAL for the purpose of constructing a dwelling house and other improvements ("the Works") on the Employer's erf in a professional manner and substantially in accordance with the plans and specifications as approved.
- 1.2 The Eden Residential Home Owners' Association (ERHOA) has been established to look after the communal property and the interest of the homeowners in EDEN RESIDENTIAL.

2. QUALIFICATION OF CONTRACTORS

- 2.1 Only Contractors who are registered with the NHBRC will be allowed to build within EDEN RESIDENTIAL.
- 2.2 Contractors shall ensure compliance with the National Building Regulations and Building Standards Act, The Occupational Health and Safety Act, 1993 and the Workman's Compensation Act.

3. PRECONDITIONS

- 3.1 The following preconditions shall be complied with before any building activities may commence:
 - 3.1.1 A meeting between the Contractor and a representative of the ERHOA must take place prior to commencement of building.
 - 3.1.2 The Contractor shall provide copies of:

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- A valid Compensation for Occupational Injuries and Diseases Act (COID) Letter of Good Standing
 - Certificate of enrolment of the residential unit by the National Builders Registration Council (NHBRC)
 - Certificate for compliance with the Occupational Health and Safety Act, Act 85 of 1993 and other relevant health and safety regulations for site start-up.
 - Copy of the Contractor's All Risk (CAR) including Public Liability Insurance.
- 3.1.3 The Contractor must display an approved builder's board on the site at a position as directed by the ERHOA for the duration of the construction period. No further signs of contractors, subcontractors, suppliers, finance companies or any other party may be erected on the site. Builder's boards must be removed no later than one month after the construction has been completed.
- 3.1.4 Prior to the commencement of building work a reinforced screen must be erected. This screen shall be erected along the entire perimeter of the erf, shall be Forest Green 75% shade cloth, 1,8m high and with only one entrance.
- 3.2. To cover possible expenses, damages to the roads each Employer / Building Contractor will be required to pay a deposit of R20,000,00, of which R5,500.00 is non-refundable, per building site to the ERHOA before any building operations are allowed to commence.
- 3.2.1 The ERHOA may in its sole and absolute discretion deduct amounts from the deposit to recover expenses incurred in respect of non-compliance with all rules applicable to EDEN RESIDENTIAL. The ERHOA will inform the Employer / Building Contractor of the nature of the offence and the amount deducted therefore.
- 3.2.2 Should any deduction be made and confirmed by the ERHOA the Employer / Building Contractor will be obliged to restore the deficit immediately.
- 3.2.3 Any amount remaining of the refundable amount of R14,500.00 after completion will be refunded to the Employer / Building Contractor.
- 3.2.4 If the dwelling is sufficiently complete, that the Employer may be granted occupation, any outstanding or incomplete work listed in the inspection report must be fully completed within 3 months of the date of the HOA occupation certificate. No deposit will be refunded if the Employer / Contractor fails to fully complete the improvements in terms of the approved plan and specifications within this 3 (three) month period.

4. THE CONTRACTOR'S RESPONSIBILITY

- 4.1 Contractors are, at all times, responsible for their sub-contractors, suppliers and employees, guests, invitees and agents while in EDEN RESIDENTIAL.
- 4.2 The Contractor is responsible for any person making deliveries to EDEN RESIDENTIAL. Any damages caused by his own employees, subcontractors or vehicles delivering materials to his erf, will make him liable for any damages that may occur within

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EDEN RESIDENTIAL. Any damage to EDEN RESIDENTIAL including, but not limited to, damage to kerbs, roads, street lights, distribution boxes, plants, irrigation and/or damage to private property in EDEN RESIDENTIAL 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 erf to an extent to be determined by the ERHOA in its sole and absolute discretion.

- 4.3 The Works shall be at the risk of the Contractor who hereby indemnifies the ERHOA against any liability, loss, claim or proceeding whatsoever arising out of damage caused thereto and undertakes to insure against all risks normally included in a Contractors' All Risks and Public Liability Insurance.

5. MUNICIPAL AND COMMUNICATION SERVICES

- 5.1 A prepaid electrical meter and a water meter, exclusively of a type and specification as directed by the Municipality, shall be installed by the Employer / Contractor at his own cost.
- 5.2 All the conditions, processes and fees payable for the connection of water, sewer and electricity in terms of the Municipal by-laws apply and are the responsibility of the Employer / Contractor.

6. BUILDING ACTIVITIES

6.1 Limits of building activity

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

6.2 Erf presentation

The Contractor will be expected to keep the appearance of his building erf neat and tidy and free of litter at all times. Excess soil and plant material that results from levelling the erf must be removed from the erf once excavation is completed. The street in front of the erf 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.

6.3 Cleaning of vehicles/equipment

Washing of vehicles and equipment will not be allowed in EDEN RESIDENTIAL and must be carried out elsewhere.

6.4 Fires

No fires will be allowed in any part of EDEN RESIDENTIAL including the building site without the prior written approval of the ERHOA.

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6.5 Ablution facilities

Contractors must make adequate provision for temporary chemical toilets for the use of their employees and positioned on the site as directed by the ERHOA in its sole and absolute discretion. The Contractor shall provide water and washing facilities on site.

6.6 Spoil of excess material and building rubble

The Contractor must make adequate provision for the removal of building rubble and excess material. No material or building rubble may be spoiled in EDEN RESIDENTIAL.

6.7 Placement of litter bins on site

All litter must be placed in litter bins (weatherproof container/skip with a lid) within the fenced boundaries of the erf. Any litter spread outside the erf is to be picked up daily.

6.8 Stockpiling of topsoil

The Contractor shall temporarily stockpile topsoil materials in such a way that the spread of materials is minimised and thus the impact on the natural vegetation or neighboring houses.

6.9 Environment

No trees or indigenous shrubs on sidewalks or park areas may be removed without the written permission of the ERHOA. The Contractor shall ensure that fuels and chemicals are stored and handled so as to minimise the risk of spillage and that appropriate steps are taken to prevent pollution in the event of a spill.

The Contractor shall be held responsible for protection against wash away and erosion damage throughout the duration of the works.

7. HOURS OF WORK

- 7.1 Contractors may only be present in EDEN RESIDENTIAL during the following public time hours:
- | | |
|----------------------------|----------------|
| Monday – Friday: | 07:00 to 18:00 |
| Saturday: | 07:00 to 13:00 |
| Sunday and Public Holiday: | No work |

- 7.2 Contractors are not allowed into EDEN RESIDENTIAL on Sundays, Public Holidays and the annual builder's' recess.

8. SECURITY GUARD

All rules made by the Security Guard at the gate, will be adhered to by all parties.

9. VEHICLE SIZES ALLOWED

- 9.1 Due to the road surfacing and limited road widths and radius the following restrictions are placed on any vehicle entering EDEN RESIDENTIAL:

- 9.2 No trucks with trailers will be allowed.

Only fixed axel designed vehicles will be allowed.

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No "horse and trailers" will be allowed in EDEN RESIDENTIAL without prior written permission by the ERHOA.

- 9.3 Maximum length: 9.1m
Maximum width: 2.6m

Maximum gross mass: 20 000 Kg
Maximum axel weight: 8 000 Kg

- 9.4 Vehicles larger than the above will be denied access to EDEN RESIDENTIAL.

10. DELIVERIES TO CONTRACTORS

10.1 General deliveries

Contractors will, at all times, be responsible for deliveries to the building site.

All delivery times will be limited to times as defined under 7.1 above. Size of delivery vehicles will be limited as defined under 9 above.

Deliveries to the building erf will take place only from the street frontage of the erf unless prior arrangements have been made with the ERHOA.

The Contractor has the responsibility of advising the entrance security staff of deliveries.

10.2 Concrete deliveries

The delivery of concrete has the potential of causing the most damage to the road surface 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.

10.3 Washing of concrete delivery vehicles

The washing of concrete delivery vehicles must take place within the confines of the erf and spillage and runoff must be contained within the erf. 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.

11. STORAGE CONTAINERS

The Contractor will be permitted to erect containers within the boundaries of the erf to the maximum height of 2.4m.

12. EDEN RESIDENTIALY BEACONS

The Contractor is responsible for maintaining the boundary pegs.

13. SECURITY

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

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therefore in terms of 8 above, all Parties will adhere to these rules.

- 13.2 The Contractor must at all times adhere to the instructions of security personnel appointed by the ERHOA.
- 13.3 Contractors and delivery vehicles may only use the Contractors' Gate and will not be allowed to use the main entrance gate.
- 13.4 Employees must be transported by vehicle to the relevant building site and will not be allowed to walk around in EDEN RESIDENTIAL.
- 13.5 All Contractors, their employees and sub-contractors must be registered for access by the ERHOA before starting work on site.
- 13.5.1 Contractors must notify ERHOA when employees are no longer in their employment.

14. TRAFFIC CONTROL

- 14.1 For security and safety reasons the speed limit in EDEN RESIDENTIAL for all Contractors' vehicles is limited to 30 km ph. The contractor is responsible for ensuring that all his employees, sub-contractors and delivery vehicles adhere to this rule.
- 14.2 Parking of vehicles must be confined to within the boundaries of the building erf. No parking on other Eden Residential, pavements, and road verges in EDEN RESIDENTIAL will be allowed without permission from ERHOA.
- 14.3 None of the Contractors' vehicles will be allowed to be overloaded with materials or personnel.
- 14.4 The Contractor is responsible for all his employees, subcontractors and delivery vehicles to be conversant with the security and traffic rules.

15. BUILDING PLAN CONTROLS

- 15.1 The building Contractor must ensure that a copy of the signed Municipal approved building plan is available on the erf at all times for inspection by the ERHOA representative.
- 15.2 Any variations to the approved building plan must be submitted to the Eden Residential Design Review Committee for signed approval and may not be implemented before the approved variation is available to the Contractor / Employer.

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.

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- 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 erf. Special permission may be obtained from the ERHOA, in its sole and absolute discretion, to store material in the road Eden Residential directly in front of the building site, or on other approved locations should the need arise.

17. ADVERTISING

- 17.1 The Contractor must place an approved A1 size builder's board as per ERHOA specifications, on the Erf indicating the erf number, the name of the contractor and the architect for the duration of the construction period.
- 17.2 A new builder's board is to be procured for each building site.
- 17.3 The sub-contractors of the Contractor may not place any advertising material in EDEN RESIDENTIAL.

18. ELECTRICITY SUPPLY

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

19. GENERAL CONTROLS

A representative of the Contractor must be available on the erf during working hours and be authorised to receive all correspondence addressed to the contractor.

20. OCCUPATION AND COMPLETION OF CONSTRUCTION

- 20.1 Occupation certificates will only be issued by the Council on confirmation by the ERHOA that the completed works substantially conform to the plans approved by the EDEN RESIDENTIAL Design Review Committee (EDEN RESIDENTIAL DRC) and the Municipality.
- 20.2 The outstanding or incomplete work, as listed in the inspection report of the ERHOA representative, must be completed within 3 months of the date of the ERHOA occupation certificate.

21. BREACHES

- 21.1 Breach of any of the aforementioned requirements will result in the ERHOA calling upon the Contractor and or Employer to immediately rectify the breach and in the event of the Contractor not responding promptly, the ERHOA will appoint an independent contractor to rectify the breach and recover the remedy cost from the contractor.
- 21.2 In the event of any breaches of the Building Contractors Code of Conduct, the Contractor or Employer may be subject to a penalty for non-compliance. Penalties vary on a sliding scale from R500.00 to R5 000.00 per transgression as determined by the ERHOA or such other sanction as the ERHOA sees fit to

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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 ERHOA.

21.3 The penalty is over and above the cost of rectifying the problem and/or damage.

22. CONTRACTOR'S DETAILS AND DOMICILIUM

Contractor:

Contact Person:

Physical Address:

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Postal Address:

.....

E-mail Address:

Telephone No:

Fax No:

Cell phone No:

Erf No:

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23. EMPLOYER / OWNER'S DETAILS AND DOMICILIUM

Employer:

Physical Address:

.....

.....

Postal Address:

.....

E-mail Address:

Telephone No:

Fax No:

Cell phone No:

Erf No:

24. BANKING DETAILS FOR RETURN OF DEPOSIT

Bank:

Branch:

Branch Code:

Account Name:

Account number:

Account Type:

25. ARCHITECTS' DETAILS AND DOMICILIUM

Architect: ISA Architects Pty Ltd

Contact Person: Paul van Gass

Physical Address: Blue Mountain Office Park
149 Park Road, George

Contact Number: 044 020 0151

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E-mail Address:
Telephone No:
Fax No:
Cell phone No:
Erf No:

26. THE EMPLOYER'S RESPONSIBILITY

By its signature to this document, the Employer agrees to co-operate fully with the Contractor and with the ERHOA to ensure that he complies with the ERHOA's rules and instructions in this Agreement. The Employer accepts and acknowledges that he has nominated and employed the Building Contractor and that the Employer is jointly responsible to ensure that the Building Contractor complies with the terms and conditions of this document.

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

The Employer indemnifies the ERHOA and his service providers, employees and contractors against any cost or damages whatsoever arising from actions taken by the implementation of this Code of Conduct and against any loss caused by the breach of this Code of Conduct.

Signed at on the day of20.....

**For and on behalf of the
Contractor**

Signed at.....on the day of20.....

**For and on behalf of the
Employer / Owner**

Signed at..... on the day of.....20.....

**For and on behalf of the
ERHOA**

Signed at..... on the day of.....20.....

**For and on behalf of the
Architect**