

Annexure “B”

MEYERSDAL VIEW HOME OWNERS ASSOCIATION NPC BUILDERS CODE OF CONDUCT

1. INTRODUCTION:

- 1.1. In order to ensure that all construction activity in the Estate proceeds in an orderly manner and with the least possible disruption to other Residents, these Rules and Conditions have been adopted.
- 1.2. These Rules and Conditions relate specifically to Building Contractor activity and are binding on all Members of the Association. It is the responsibility of the Member to ensure that their Building Contractor is made aware of these Rules and Conditions and complies strictly with them.
- 1.3. The Rules and Conditions set out below are to be included in any Building Contract concluded for Building Activities on the Estate. Compliance to the set Conditions will be monitored by the Directors, Managing Agents, Architects and Security during Construction.
- 1.4. If it becomes apparent that a Contractor is not abiding by the Rules and not following the Conditions, and then HOA has the right to immediately suspend Building Activity, deny access to the Estate and also accepts no liability for any losses sustained by the Owners as a result of this Action.
- 1.5. All structures are, in addition to the Rules and Conditions, also to comply with the National Building Regulations.

2. COMMUNICATION PROCEDURE WITH HOA:

- 2.1. All communication between Members and the HOA will be coordinated by the HOA's nominated Managing Agent as detailed in the Meyersdal View Estate Rules.
- 2.2. All Building Plans and relevant information must be handed in for scrutiny and approval to SCS Architects, who are the Estates appointed Architects, alternatively any accredited Architects of the HOA as detailed in the Meyersdal View Estate Rules before any Building work commences

3. SPECIFIC CONDITIONS:

3.1. PRE-CONDITIONS:

- 3.1.1. The following pre-conditions shall be complied before Building Activities may commence:

- 3.1.1.1. Building Plans to be handed in for scrutiny and approval by the accredited Architects appointed by the HOA.
- 3.1.1.2. The Plans are then given to the HOA for approval.
- 3.1.1.3. The Plans must be collected from the HOA for Local Authority approval.
- 3.1.1.4. Set of approved Building Plans must be kept on Site.
- 3.1.1.5. The non-refundable inspection and admin deposit to be paid to HOA.
- 3.1.1.6. Sidewalk deposit to be paid to HOA.
- 3.1.1.7. Water connection to be obtained.
- 3.1.1.8. Boundary walls and / or shade cloth to be erected around Building Site.
- 3.1.1.9. No sewerage connected toilets are permitted, and a temporary chemical type toilet must be erected as per point 3.6 below.

3.2. **ENTRY AND EXIT:**

- 3.2.1. Only approved Construction Vehicles with temporary access tokens will be permitted to enter the Estate. Contractors and their Workers may enter or leave the Estate only through the main gate. Drivers of Construction Vehicles need to be duly licensed to drive and operate the vehicle/implement and are responsible and accountable for the activities and behavior of all passengers of the vehicle.

3.3. **WORKING HOURS:**

- 3.3.1. Contractor shall only enter the Estate between 07h00 and 17h00 Monday to Friday. No construction work is permitted on Saturdays; Sundays or Public Holidays and South Africa's Building Industry Federation's annual December Break;

3.4. **ENCROACHMENT:**

- 3.4.1. No Contractor shall be allowed to encroach on any Site or any public area or pavement for Building operations without permission being obtained by the HOA. Permission will only be granted in exceptional cases.

3.5. **LIMITS OF BUILDING ACTIVITY:**

- 3.5.1. All Building Activities relating to the Construction of any Dwelling or Improvements or Alterations, must be confined within the Stand Boundary, where Construction is taking place. This relates to location of staff, storing of material, storage bins etc.

- 3.5.2. In the absence of boundary walls, a 1.8m (one point eight meters) high post and wire and 80% (eighty per centum) green shade cloth fence will be erected around the Construction Site. It will be the responsibility of the Contactor to ensure that this fence is kept well maintained and in place and that his personnel remain within the fenced area at all times.

3.6. **ABLUTION FACILITIES:**

- 3.6.1. Before any activities commence, an adequate temporary chemical type toilet must be properly secured and erected within the Site Boundaries and out of Site of neighboring Stands.

3.7. **STORAGE FACILITIES:**

- 3.7.1. The Contactor will be allowed to erect temporary storage huts/sheds within the Boundaries of the Building Site and to a maximum of 2.4m. (two point four meters). The position of such Structures must be indicated on the approved Building Plans before Building commences.

- 3.7.2. No Building material may be stored on the pavement of a Building Site at any time.

3.8. **ADVERTISING BOARDS:**

- 3.8.1. No Builders advertising boards will be allowed within the Estate.

3.9. **DISPOSAL OF RUBBISH AND FIRES:**

- 3.9.1. Before Building Operation commences, suitable containers for the ongoing accumulation of litter, plastics bags, cement bags, etc. must be placed on Site. The containers must be emptied and the contents be removed from the Estate at appropriate intervals. Burning of rubbish and open fires generally is not permitted under any circumstances. Fires made for cooking purposes must be in receptacles, which will contain the fire and not endanger the surrounding grass or environment and such fires must be properly extinguished after use. A suitable fire extinguisher shall be kept on each side of the Building Site.

3.10. **DISPOSAL OF RUBBLE AND FILL:**

- 3.10.1. During Building operations rubble and fill arising from Building Activities must be accumulated within the Boundaries of the Site and must be removed at appropriate intervals.

3.11. **STAFF ACCOMMODATION:**

- 3.11.1. No staff accommodation will be permitted on Site.
- 3.11.2. All Construction Personnel will leave the Estate at the end of each working day.

3.12. VEHICLE SIZES ALLOWED:

3.12.1. Due to the Road surfacing and limited Road widths, a maximum axle weight restriction of 8,000kg (eight thousand kilograms) per vehicle is placed on any vehicle entering the Estate.

3.12.2. This will ensure that no damage is done to Roads and Road Verges.

3.13. DELIVERIES:

3.13.1. Deliveries of any construction material from Suppliers must be scheduled during the working hours as prescribed in clause 3.3.

3.13.2. Delivery vehicles have to leave the Estate before 16h00 on weekdays.

3.14. SPEED LIMITS:

3.14.1. The speed limit in the Estate is **20kph** (Twenty kilometres per hour).

3.14.2. All Roads are regarded as Public Roads and fall under jurisdiction of the Ekurhuleni Metro Police for the Enforcement of any Traffic Violation.

3.15. CLEANING OF VEHICLES:

3.15.1. No washing or cleaning of Construction Vehicles on the Building Site or within the Boundaries of the Estate will be allowed.

3.16. ROADS AND ROAD VERGES:

3.16.1. Contractors must ensure that the Curbs and sidewalks in front of their Building Site are adequately protected from damage by the Building operations.

3.16.2. The Contractor appointed to a specific Site shall be responsible for any damages to Roads, Curbs or Road Verges.

3.16.3. Contractors must also ensure that the Road in front of their Building Site is at all times kept clean.

3.17. SITE SAFETY:

3.17.1. Members and Contractors are responsible for ensuring that all Building Activities met with required Legislation applicable to the Building Site.

3.18. NOISE:

- 3.18.1. All Construction noise emanating from the Site and within the Estate must be kept to a minimum.
- 3.18.2. Where objections to excessive noise are lodged by a nearby Resident, the HOA will take appropriate Action.

3.19. **PROTECTION OF TREES AND WILDLIFE:**

- 3.19.1. Contractors and Owners must take care to protect all indigenous trees on their Sites as far as possible.
- 3.19.2. No damage to any trees or plants within the Estate or within the immediate vicinity of the Estate will be allowed.

3.20. **UNDESIRABLE CONDUCT:**

- 3.20.1. The Contractor will be responsible for the conduct of its Employees at all times.
- 3.20.2. The HOA will take immediate Action to deal with unacceptable conduct by any Employee of the Contractor.
- 3.20.3. This may include the termination of Building Activities and/or the imposing of the maximum penalty.

3.21. **SIDEWALK DEPOSIT:**

- 3.21.1. A non-refundable sidewalk deposit will be payable to the HOA per Building Site before any Building operations commence as per the Architectural and Operational Guidelines (Annexure "A") as annexed hereto.

3.22. **INSPECTION AND ADMIN FEES:**

- 3.22.1. Each Member will be required to pay the Architect's Scrutiny Fees.

3.23. **SECURITY:**

- 3.23.1. Each Contractor must obtain from the Estate security an Estate ID card and provide the same to his Personnel to wear at all times whilst within the Estate. No persons without a security token will be allowed on the Estate or to enter into the Estate.
- 3.23.2. Each Contractor shall take responsibility of the security conduct of all drivers and co-drivers doing the deliveries for his specific project.
- 3.23.3. No Employees of Contractors or Sub-Contractors will be allowed to walk from one Site to any other Site or any other part of the Estate or Public Area.

3.23.4. Each Contractor will provide the Estates Security with a list of names of his Employees together with a copy of the Identification Document of each Employee, before any work on Site may be started with.

3.24. **PALISADE & ELECTRICAL FENCING:**

3.24.1. All palisade and electrical fencing are the responsibility of the Security Service Provider to the HOA.

3.24.2. No Contractor is allowed to remove, repair or alter any palisade or electrical fencing.

3.25. **FURTHER CONDITIONS:**

3.25.1. The HOA reserves the right to issue further Conditions, Rules or controls from time to time in the form of written notification as deemed necessary.

3.26. **RELAXATION OF RULES AND CONDITIONS:**

3.26.1. No relaxation of Rules and regulations will be allowed unless specifically authorized by the Directors in writing.

3.27. **MAIN CONTRACTOR'S DETAIL AND DOMICILE:**

ERF NUMBER	:	
COMPANY NAME	:	
CONTACT PERSON	:	
PHYSICAL ADDRESS	:	
POSTAL ADDRESS	:	
TELEPHONE NUMBER	:	
FACSIMILE NUMBER	:	
CELLULAR NUMBER	:	

3.28. **MEMBERS CONTACT DETAILS AND DOMICILE:**

ERF NUMBER : _____

MEMBERS NAME : _____

CONTACT PERSON : _____

PHYSICAL ADDRESS : _____

POSTAL ADDRESS : _____

TELEPHONE NUMBER : _____

FACSIMILE NUMBER : _____

CELLULAR NUMBER : _____

3.29. **ARCHITECTS CONTACT DETAILS AND DOMICILE:**

ERF NUMBER : _____

ARCHITECT NAME : _____

CONTACT PERSON : _____

PHYSICAL ADDRESS : _____

POSTAL ADDRESS : _____

TELEPHONE NUMBER : _____

FACSIMILE NUMBER : _____

CELLULAR NUMBER : _____

3.30. **UNDERTAKING:**

3.30.1. By their signatures hereto the Member and Contractor acknowledge that they understand the contents of these Conditions and Rules and agree to be bound by its

provisions and by those Conditions and/ or amendments to its provisions which may be introduced from time to time.

THUS DONE AND SIGNED by the PARTIES at the places and on the dates reflected beneath their signatures.

MEMBER SIGNATURE : _____

DATE : _____

PLACE : _____

CONTRACTOR SIGNATURE : _____

DATE : _____

PLACE : _____

HOA DIRECTOR SIGNATURE : _____

DATE : _____

PLACE : _____

WITNESS 1 SIGNATURE : _____

DATE : _____

PLACE : _____

WITNESS 2 SIGNATURE : _____

DATE : _____

PLACE : _____