



BUILDERS CODE OF CONDUCT

Owner: _____

Erf No: _____

Contractor: _____

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1. DEFINITIONS

1.1 The terms used in this Code of Conduct shall be as defined in the Constitution of the St Helena Views Owners' Association.

2. PREAMBLE

2.1 The purpose of this Code of Conduct is to ensure integration between residential living and control over building activities within the Estate with minimal impact to the environment. These terms and conditions of the Code of Conduct have been developed in terms of the best standard practice currently in place to achieve this goal. The Association reserves the right to make amendments and additions to this document from time to time.

2.2 Members are bound by this Code of Conduct by virtue of their membership of the Association.

2.3 A contractor shall not be permitted to commence work on the Estate until such time as the Member has furnished the Association with a copy of the Builder's Code of Conduct, duly signed by the relevant contractor. Upon such signature, the Builders' Code of Conduct shall constitute a binding agreement between the Association, the relevant contractor and the Member and the date of signature thereof will constitute the commencement of construction date. The member and the contractor shall be jointly and severally liable for compliance of this code of conduct.

2.4 Owners and Contractors are reminded of the Building Guidelines Annexure to the Constitution that stipulates that Home Owners are to complete construction of their home within 12 months or they will be subject to a penalty of R2,000.00 per month from the 13th month of construction. Any lenience on these penalties will be left at the discretion of the Trustees in office. This penalty will be payable in full before final occupation certificates are issued.

2.5 Copies of the following required pre-construction documentation to be issued to the Association before work can commence which are:

2.5.1 Council Approved Plan;

2.5.2 Proof of payment for all pre-construction fees;

2.5.3 NHBRC enrolment certificate

2.5.4 Copy of signed building contract

The HOA recommend the SMALL AND SIMPLE WORKS CONTRACT – JBCC Edition 1.0 May 2020 or the LABOUR ONLY SUBCONTRACT AGREEMENT – Master Builders South Africa February 2006 Edition to protect the interests of the Homeowner and Contractor

Breach

Should a contractor commence work before the aforementioned pre-construction documentation has been delivered to the Owners' Association, the building contractor will be fined R2, 000 per month

3. QUALIFICATION AND CONTRACTORS

3.1 Only Building Contractors approved by the HOA are allowed to carry out construction works within the perimeter of the Estate. A list of preferred Building Contractors is available from the Managing Agent of the HOA.

- 3.2 Details of the application procedure regarding Building Contractors and the related terms and conditions are described in the SHVHOA Preferred Builders Application document.
- 3.3 The list of Preferred Building Contractors expires annually on 31 January and may be renewed multiple times on application
- 3.4 Any Preferred Building Contractors constantly in breach of the Builders Code of Conduct, may, after following due process, not be renewed by the HOA, or renewed subject to certain specific terms and conditions.

4. RULES AND REGULATIONS

The rules and regulations described below are intended to ensure that the quality of life for residents in the Estate is not unduly compromised and the impact to the environment is minimized by the house building operations, yet allowing for efficient construction by contractors.

When a contractor is found to be in breach of the stated rules and regulations a penalty will be levied. The extent of the penalty is detailed below the description of each rule and regulation.

4.1 Environmental controls

The contractor acknowledges that he is working in an environmentally sensitive development and agrees to conform to all environmental controls specified in this document and revised from time to time.

4.2 Environmental Education

All contractor and sub-contractor personnel will be required to be briefed on the Builders' Code of Conduct. The main contractor must do these briefings before his staff will be allowed to work on the Estate.

Breach

Personnel who have not been briefed will not be allowed on the Estate.

4.3 Limits of building activity

All activities relating to the house alterations and/or additions must be confined to within the erf boundary where construction is taking place. However, if permission is obtained from the owner of the adjoining vacant erf, the site may be used for storage. It is the responsibility of the contractor to ensure that his personnel do not leave the confines of the erf.

Breach

- *Work by the contractor will be stopped by the Association until such time as the contractor's equipment has been moved to within the erf.*
- *The contractor will be fined R500 per transgression.*

4.4 Site presentation and spoiling of excess material

The contractor will be expected to always keep the appearance of his site neat and tidy. Building rubble and litter must be removed from the site by Friday of each week. Refuse drums or mini skips must be supplied for the purpose of storing litter until removed from site. Building rubble, litter and sand must at all times be neatly covered by shade netting in

one designated area. No litter may be stored or mixed in amongst building rubble and/or sand. No material or building rubble shall be spoiled on the estate

Breach

Should a builder fail to comply with the removal of building rubble and litter within a timeframe specified by the Estate's Building Controller, the rubble will be removed by an outside contractor. The costs thereof shall be paid by the Association and deducted from the Builder's Deposit. The contractor will be denied access to the Estate until such costs have been paid in full. In addition to this the contractor will be fined R1,000 per offence.

4.5 Cleaning of vehicles / equipment

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

Breach

The building contractor will be fined R500 per offence.

4.6 Fires

No fires will be allowed on any part of the Estate. The contractor is to provide fully operational fire extinguishers which are to be on site at all times.

Breach

The building contractor will be fined R1000 per offence.

The building contractor will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

4.7 Smoking & Liquor

No smoking will be permitted on the estate except within a five-metre radius of a portable fire extinguisher. No liquor or consumption thereof will be allowed on site at any time.

Breach

The contractor will be fined R500 per offence

4.8 Ablution facilities

The contractor shall provide temporary water-born or chemical toilets situated on the site for the use of their employees for the duration of the alterations and/or additions' period. The toilet must be situated as discreetly as possible, kept level and secured so as not to be affected by the elements and the door should be fastened at all times.

Breach

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

In addition, the contractor will be fined R500 per violation.

4.9 Screening of Building Sites

The Owners' Association recommends that boundary walls are built in the first stage of construction both to demarcate the property and provide better security protection. Any gap or opening must be closed with danger tape or any method prescribed by the Owners'

Association from time to time. NO materials other than bricks/blocks, sand or stone may be stored on a sidewalk. Bricks/blocks must be wrapped around with orange netting to be visible at all times.

Breach

The contractor will be fined R1,000 per week until such structures are in place.

4.10 Hours of work

Public / Private Time

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

Normal Working days: 07:00 to 18:00

Saturdays: 08:00 to 12:00

No construction is permitted on Sundays and Public Holidays

Contractors will not be permitted to work during the mandatory December/January builder's shutdown period, as determined by the Building Industry Bargaining Council or as amended by the Board of Trustees of the HOA.

Breach

Contractors will be escorted from the Estate by security during private times.

In addition, the building contractor will be fined R1,000 per transgression.

4.11 Permission to work during private times

Contractors are not allowed on the Estate on Sundays and public holidays without the written permission of Association as these days are private time. Contractors allowed on site will be by exception for emergencies and/or activities which are not noisy and/or intrusive. Special applications for contractors to be present on site during private time should be lodged with Association at least one week prior to the private time activity.

Breach

Contractors will be escorted from the Estate by security during private times.

In addition, the building contractor will be fined R500 per transgression.

4.11 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: -

- (ii) Only fixed axle design vehicles will be allowed.
- (iii) Maximum length = 9.1m
- (iv) Maximum width= 2.6m
- (v) Maximum gross mass = 20,000kg
- (vi) Maximum axle weight = 8,000kg

Breach

Vehicles larger than above will be denied access to the Estate by the Association.

4.12. Deliveries to Contractors

4.12.1 General deliveries

Contractors will always be responsible for the compliance of delivery personnel with the contents of this Agreement.

Breach

The building contractor will be fined R500 per offence.

4.12.2 Concrete deliveries

The washing of premixed concrete delivery vehicles must take place within the confines of the building site and spillage and run-off 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 R1,000 per offence and, in addition, will be held liable for the costs of repairing all and/or any damage caused by the breach of paragraph 4.12.2

4.13 Storage Sheds/Huts

The contractor will be allowed to erect either green storage sheds/huts within the boundaries of the site and to a maximum height of 2,4m or 6m green containers. These may be placed on an adjoining vacant erf so long as permission has been granted in writing by the owner of that erf.

Breach

The contractor will be instructed to remove any structures that do not conform to this regulation and will be fined R250 per day until he complies.

4.14 Speed Limit

For security and safety reasons the speed limit on the Estate for all contractors' vehicles is 30kmh. The contractor shall ensure that his employees, sub-contractors and delivery vehicles adhere to this rule.

Breach

The contractor will be fined an amount of R500 per transgression. Continuous non-compliance will result in the contractor being expelled from the site.

4.15 Building Plan Controls

- (i) The building contractor must ensure that the signed approved building plan is always available for inspection by the Association's representative.
- (ii) Any variations to the approved building plan must be submitted to the Association for signed approval and may only be implemented once the approved variation is available to the contractor.

- (iii) The Completion Certificate must be signed, completed and submitted to the Managing Agent. On receipt of the signed form, the Estate Architect will be informed to carry out his final inspection and the HOA will cease the monthly builder's levy. The Completion Certificate certifies that the alterations and/or additions to the house complies with the approved plan as adequately assessed by the St Helena Views Design Review Committee.

Breach

- (i) *The contractor will be fined R250 for not having a signed and approved building plan available.*
- (ii) *The contractor will be required to remove and/or rectify any structures and/or architectural elements that do not conform to the approved plans.*
- (iii) *Occupation of the house in question will be denied until the Occupation certificate has been received by the HOA. A fine of R2, 000.00 will be levied per week from the date of occupation on the builder if early occupation is taken up.*

4.16 General Controls

One representative of each building contractor is expected to attend a monthly meeting at a place designated by the Estate Management to discuss general issues relating to work on the estate.

Breach

The contractor will be fined an amount of R1,000 for not attending the site co- ordination meetings.

4.17 Roads and Road Verges

- (i) Contractors must ensure that the road in front of the erf is at all times kept clean. This is to minimize damage and ensure longevity of the road surface.
- (ii) Contractors must ensure that the kerbs and sidewalks in front of their site are adequately protected from damage by the building operations.
- (iii) The Contractor shall ensure that all building materials are stored on the site. Special permission may be obtained from SHVOA to neatly store some material on the road verge directly in front of the building site.

Breach

- (i) *The contractor will be fined R250 per offence for unclean roads.*
- (ii) *The contractor will be held financially and legally responsible for the damage to road surfaces and kerbs caused through his building operations.*

4.18 Signage and advertising

- (i) The contractor must erect a builder's board with the relevant details as per the template provided on page 12 of this document. Board dimensions 1225 x 800mm. NO other advertising boards are permitted anywhere else on the estate.
- (ii) The contractor must erect the board in a position indicated by the Estate Management for the duration of the construction period.

- (iii) Builder's boards must be removed no later than one month after building has been completed.

Breach

- (i) The contractor will be fined R250 per offence for non-compliant boards.
- (ii) Builder's Boards left on the property after construction will be removed and discarded.

MONTHLY BUILDING MANAGEMENT LEVY

5.1 Building Levies

To cover expenses in the administration of the alterations and/or additions process, each building contractor will be levied an amount equivalent to the current St Helena Views Owners' Association levy per house per month payable to the Association until such time as a Completion Certificate is obtained from the St Helena Views Design Review Committee on completion and once inspected by the building inspector or a representative of the St Helena Views Design Review Committee which will not withhold such certificate unreasonably. The levy must be paid by the 7th of every month in advance and will continue until the Completion Certificate has been issued.

Breach

Failure to pay levies timeously will result in immediate denial of access to the Estate

5.2

Failure to pay levies timeously will result in immediate access being denied to the Estate and interest will be levied on the outstanding amount from time to time at the prime interest rate from date of default until the outstanding amount has been settled in full.

6. PAYMENT OF FINES

6.1 Outstanding fines

Outstanding fines will be deducted from the builder's deposit on completion of the project and the balance will be paid to the contractor. SHVOA reserves the right to request the contractor to "top up" the builder's deposit to the original amount required at any time. The contractor may not use the deposit as an offset and needs to continue with the payment of levies and fines until the Completion Certificate has been issued.

Breach

In the event of the contractor failing to acknowledge or comply with the stipulations in 6.1 he/she will be denied access to the estate and interest will be levied on the outstanding amount from time to time at the prime interest rate from date of default until the outstanding amount has been settled in full.

7. ACKNOWLEDGEMENT AND CERTIFICATE OF UNDERTAKING

Erf No: _____

A: Gross Building Area of House including Garage = _____ m²

B: Building Contract Value (including VAT = R _____

A/B: Building Cost Rate per m² = R _____/m²

Contractor: _____

Telephone: _____

Address: _____

Cell phone: _____

Email address: _____

Owner: _____

Telephone: _____

Address: _____

Cell phone: _____

Email address: _____

8. JOINT OWNER & BUILDER UNDERTAKING

1. I/we, the undersigned, do hereby:
2. Acknowledge and confirm having read and understood the Builders Code of Conduct (herein after referred to as "The Code") of St Helena Views, a copy of which is initialled by the undersigned; and
3. 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 St Helena Views (hereinafter referred to as "The Contractor's Agents");
4. Irrevocably undertake to pay all levies, fines and/or any of the fines levied by the St Helena Views 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 this Code of conduct which fines will be deducted from the builders deposit on completion of the project.
5. Irrevocably indemnify and hold the Association and/or the individual owners of property comprising the St Helena Views (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 St Helena Views and/or any building operations being conducted by the contractor on St Helena Views; and,
6. Acknowledge that as member and contractor, together with any of it/his/her employees, contractors, sub-contractors and/or service providers may be denied access to St Helena Views should it/he/she not pay any levies and/fines due to the Association timeously.

Signed at _____ on this _____ day of _____ 202__

Contractor Signature _____ Witness _____

Signed at _____ on this _____ day of _____ 202__

Owners Signature _____ Witness _____

9. PRE-CONSTRUCTION PAYMENTS

1. Refundable Construction Deposit:	R 10,000
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Note: This Deposit or balance thereof will be refunded when the Occupation Certificate issued by the local authority has been received by the Managing Agent

2. Monthly Fees (2022/2023):	
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a.	Builder's levy payable in advance for the period of 5 months.	R 1,250
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b.	Where the construction period exceeds that of the 5-month period or the levy increases during that time, an additional monthly levy will be until the date of completion.	
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3. Building Inspection Fees	R3,000
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4. Admin Fee	<u>R 500</u>
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TOTAL	<u>R14,750</u>
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Banking Details: SHVOA

Account Name: Standard Bank

Account Number: 072 710 179

Branch Code: 31110

Reference: Erf No..... (followed by): BDep

10. POWER OF ATTORNEY

I/we the (Registered the registered owner)

ID: _____

the undersigned, nominate/ appoint my agent Mr./ Mrs:

with the power of substitution to be my/our legal agent in my/our name/place and stead to apply for
Erf:_____and in general to effect the application and to do whatever I/we would do if I/we were present in person and acting in that matter; and we hereby ratify, allow and confirm promise and agree to ratify, allow and confirm everything my agent may do or may permit to be done legally in terms of this power of attorney:

Signature:_____Date: _____

11. NEIGHBOUR'S 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 : _____	

12. INFORMATION REQUIRED - BUILDERS BOARD

Erf Nr: _____

Owner: _____

Architect: _____

Cell: _____ **Email:** _____

Engineer: _____

Cell: _____ **Email:** _____

Contractor: _____

Cell: _____ **Email:** _____

NO UNAUTHORISED ENTRY

COMPLETION CERTIFICATE

The below property has been inspected and confirmed to be completed in accordance with the approved HOA and Saldanha Bay Municipality plans.

Complete and sign this form and submit to kim@percipient.co.za on the practical completion of the building project. On receipt of the signed form the Estate Architect will be informed to do his final inspection and then the HOA will cease the monthly Builder's levy.

Erf no _____ in St Helena Views estate

Name of Homeowner:

Name of Building Contractor:

We hereby confirm that the house was handed over and was ready for occupation on the following date:

____ / ____ /202__

Signature of HOA Representative

Signature of Homeowner

PLEASE NOTE THAT THE BUILDERS' DEPOSIT OF R10,000 WILL ONLY BE REFUNDED ONCE THE OCCUPATION CERTIFICATE ISSUED BY THE LOCAL AUTHORITY HAS BEEN RECEIVED BY THE MANAGING AGENT