



BUILDER'S CODE OF CONDUCT
FOR THE BUILDING OF
NEW HOUSES, ALTERATIONS AND ADDITIONS

June 2017

Owner: _____

Erf No: _____

Contractor: _____

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1. DEFINITIONS

The terms used in this Code of Conduct shall be as defined in the Constitution of the Chapman's Bay Estate Home Owners' Association.

1.1 Owners and Contractors are reminded that Clause 9.10 of the Constitution allows for penalty levies, as determined by the Trustees Committee, are payable to the Chapman's Bay Estate Home Owners' Association if a dwelling on the property is not completed within 3 (three) years from the date of transfer from the developer on the basis that construction of the dwelling should commence within 2 years from that date of transfer, and completed within one year from the date of commencement of such construction process, which shall be undertaken on a continuous basis, unless an extended time period is approved by the Design Review Committee due to the complexity of the dwelling.

1.2 Alterations and/or additions should be completed within 6 months.

Breach

1.3 Penalty Levies in respect of 1.1 and 1.2 above will be 3 times the prevailing Chapman's Bay Estate Home Owners' Association levy per house per month payable to the Association until such time as a Completion Certificate is obtained from the Chapman's Bay Estate Management.

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 jointly and severally with the relevant contractor 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 building contractor. Upon such signature, the Builders' Code of Conduct shall constitute a binding agreement between the Association, the relevant contractor and the Member.

2.4 Copies of the following required pre-construction documentation must be issued to the Association before work can commence:

- 2.4.1 NHBC Enrolment Form
- 2.4.2 Council Approved Building Plan. Printed A1 and electronic copy
- 2.4.3 Proof of payment for all Pre-construction fees
- 2.4.4 Site Plan indicating details of setting out site camp placement
- 2.4.5 Water Meter connection and proof of payments (CBHOA)
- 2.4.6 Electricity connection (Council)
- 2.4.7 Proof of Contractors All Risk insurance policy to include items specified by the CBEHOA from time to time.

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Breach

2.4.7

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

3. QUALIFICATION AND CONTRACTORS

- 3.1 Only contractors who are registered and fully paid-up members of the NHBRC and who are able to furnish the Estate with at least 3 (three) references of prior building contracts will be allowed to build at the Estate.
- 3.2 Contractors are at all times responsible for their sub-contractors and employees whilst on the Estate. All building personnel must be restricted to their site only. They should comply with all security measures imposed and be aware of the HOA Code of Conduct.
- 3.3 By signing this document, Contractors acknowledged that they comply with all Health and Safety requirements and indemnify Chapman's Bay Estate Home Owners Association against any liability whatsoever and by whomsoever.

4. RULES AND REGULATIONS

- 4.1 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.
- 4.2 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.
- 4.3 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 the Construction Environmental Plan, to be revised from time to time. (See Construction Environmental Management Plan on www.chapmansbay.co.za)

- 4.4 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

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

- 4.5 Limits of building activity

All activities relating to building, 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

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- 4.5.1 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.
- 4.5.2 The contractor will be fined R500 per transgression.

4.6 Site presentation and spoiling of excess material

The contractor will be expected to keep the appearance of his site neat and tidy at all times. 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

- 4.6.1. 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 R1000 per offence.

4.7 Cleaning of vehicles / equipment

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

Breach

- 4.7.1 The contractor will be fined R500 per offence.

4.8 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. The contractor agrees to conform all conditions set out in the Veld Fire Management Plan.
(See Veld Fire Management Plan on www.chapmansbay.co.za)

Breach

- 4.8.1 The contractor will be fined R1,000 per offence.
- 4.8.2 The contractor will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

4.9 Smoking & Liquor

No smoking will be permitted on the estate except within a five-meter radius of a portable fire extinguisher. No liquor or consumption thereof will be allowed on site at any time.
(See Veld Fire Management Plan on www.chapmansbay.co.za)

Breach

- 4.9.1 The contractor will be fined R100 per offence.

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4.10 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 building period including, additions /alterations period. The toilet must be situated as discreetly as possible, kept level and the door should be fastened at all times. (See Construction Environmental Management Plan on www.chapmansbay.co.za)

Breach

- 4.10.1 The contractor will be denied access to the Estate until such time as this regulation is complied with.
- 4.10.2 In addition the contractor will be fined R500 per violation.

4.11 Screening of Building Sites

- 4.11.1 The building site shall be screened off by shade netting with the following specifications:
- 4.11.2 1700mm high (80% Green – Supplied by Knittex) fixed with 22mm x 44mm pine strips to 79mm x 125mm x 3000mm CTC gum poles.
- 4.11.3 Gum Poles to be cast in concrete footing.
- 4.11.4 Net to be kept in position with 3 horizontal, evenly spaced strands of 2.5mm wire.
- 4.11.5 Where permission has been granted for neighboring sites to be used (see clause 4.3 above) these sites must also be screened off.
- 4.11.6 The prescribed shade netting must be maintained at all times.
- 4.11.7 A 6m wide gate constructed of the same netting material will be permitted but must be closed and secured properly after hours.

Breach

- 4.11.8 The contractor will be fined R2,000 per week until such structures are in place.

4.12 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
Saturday	08:00 to 13:00

Breach

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- 4.12.1 Contractors will be escorted from the Estate by security during private times.
- 4.12.2 In addition the building contractor will be fined R500 per transgression.

Permission to work during private times

Contractors are not allowed on the Estate on Sundays and public holidays without the written permission of the Chapmans Bay Home Owners' Association as these days are considered to be private time. Special applications for contractors to be present on site during private time should be lodged with Association at least one week prior to the proposed private time activity.

- Breach 4.12.3
As for 4.12.1 and 4.12.2 above.

4.13 Vehicle Sizes Allowed

- (i) 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 4.13.1 Vehicles larger than above will be denied access to the Estate by the Association.

4.14 Deliveries to Contractors

4.14.1 General deliveries

Contractors will at all times be responsible for the compliance of delivery personnel with the contents of this Agreement.

- Breach 4.14.1.1 The contractor will be fined R500 per offence.

4.14.2 Concrete deliveries

Washing of premixed concrete delivery vehicles must take place within the confines of the building site and spillage and run-off contained within the site. Under no circumstances may concrete be

Builder	Initial	Erf No

spilled onto the road surface or outside the erf. The contractor will be held responsible for the repair to the road and/or rehabilitate vegetation if this occurs.

Breach

4.14.2.1

The 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 4.14.2.

4.15 Storage Sheds/Huts

The contractor will be allowed to erect storage sheds/huts within the boundaries of the site, to a maximum height of 2,4m high x 6m long 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. The position of such structures must be indicated on the site diagram which must be approved by the Association in terms of item 4.17 (i) below.

Breach

4.15.1 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.

4.16 Speed Limit

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

Breach

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

4.17 Building Plan Controls

- (i) The contractor must ensure that the signed approved building plan is available at all times 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 may be completed thereafter and certifies that the building, alterations and/or additions to the house comply with the approved plan as adequately assessed by the Chapman's Bay Estate Design Review Committee and approved by the Municipality. When this has been satisfactorily completed, the builder's deposit less any amount due can be repaid.

Breach

4.17.1 The contractor will be fined R250 for not having a signed and approved building plan available.

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- (i) The contractor will be required to remove and/or rectify any structures and/or architectural elements that do not conform to the approved plans.
- (ii) Occupation of the house in question will be denied until the Occupation certificate has been received by the HOA. A fine of R2,000 will be levied on the builder per week from the date of occupation if early occupation is taken up.

4.18 General Controls

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

Breach

- 4.18.1 The contractor will be fined an amount of R500 for not attending the site co-ordination meetings.

4.19 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 brick road surface.
- (ii) Contractors must ensure that the curbs 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 the Chapmans Bay Home Owners' Association to neatly store material on the road verge directly in front of the building site.

Breach

4.19.1

- (i) The contractor will be fined per offence for unclean roads.
- (ii) The contractor will be held financially and legally responsible for the damage to road surfaces and curbs caused through his building operations.
- (iii) The contractor will be fined R500 per offence.

4.20 Signage and advertising

- (i) The contractor will be provided with a builder's board supplied by the Estate. 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. Should the approved builder's board be damaged or lost during the construction period, the contractor shall be liable to replace the board.
- (iii) Builder's boards must be removed no later than one month after building, alterations and/or additions have been completed.

Breach

4.20.1

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- (i) The contractor will be fined R500 per offence for erecting a non-compliant board.
- (ii) Taking down/tampering with boards will result in a fine of R500 per offence
- (iii) Builder's Boards left on the property after construction will be removed and discarded.

5. MONTHLY BUILDING MANAGEMENT LEVY

5.1 Building Levies

To cover expenses in the administration and control of the building, alterations and/or additions process, each building contractor will be levied an amount equivalent to the current Chapman's Bay Estate Home Owners' Association levy per house per month payable to the Association until such time as a Completion Certificate is obtained from the Chapman's Bay Estate Management. The Chapman's Bay Estate Management will not withhold such certificate unreasonably. 6 months' building levies must be paid in advance and thereafter paid monthly in advance by the 7th of each month. Any arrear levy amounts will be collected at that time.

Breach

- 5.1.1 Failure to pay levies timeously will result in the levy being deducted from the Builder's Deposit and/or access denied to the Estate

5.2 Road Maintenance Levy

To cover expenses for Road Maintenance, damage and damage to periphery infrastructure during the building, alterations and/or additions process, each building contractor will be levied an amount of R3,000 payable to the Association.

Breach

- 5.2.1 Failure to pay levies timeously will result in immediate access being denied to the Estate

6. PAYMENT OF FINES

- 6.1 Outstanding fines and any other amount due to the will be deducted from the builder's deposit on completion of the project and the balance will be paid to the contractor. Chapman's Bay Estate Home Owners' Association reserves the right to request the contractor to "top up" the builder's deposit to the original amount required at any time.

Breach

- 6.2 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.

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7. ACKNOWLEDGEMENT AND CERTIFICATE OF UNDERTAKING

Water Account to be invoiced to: _____ (Owner/Builder)

Erf No: _____

CONTRACTOR: _____

Telephone: _____

Address: _____

Cell phone: _____

Email address: _____

OWNER: _____

Telephone: _____

Address: _____

Cell phone: _____

Email address: _____

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Builder Initial Erf No

I/we, the undersigned, do hereby:

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

Signed at _____ on this _____ day of _____ 20____

Contractor Signature

Witness

Signed at _____ on this _____ day of _____ 20____

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Builder Initial Erf No

Owner Signature

Witness

PRE-CONSTRUCTION PAYMENTS.

1. Builder's Deposit:	R 10,000
Note: This Deposit or balance thereof will be refunded upon the issue of a Completion Certificate	
2. Monthly Fees (2017/2018):	
a. Builder's levy payable in advance for the period of 6 months.	R12,900
b. Where the construction period exceeds that of 6 months, pro-rata Builder's levies will be charged and if required, deducted from the Refundable Construction Deposit in (1) above	
c. Road Maintenance Levy payable in advance	R 5,000
d. Where the construction period exceeds 12 months, penalty levies will be applied in addition to the Builder's Levy (Clause 1)	
3. Land Scrutiny Fee	R 1 400
4. Builder's Board:	<u>R 1,100</u>
5. Water meter:	<u>R 3,500</u>
TOTAL	R33,900

Banking Details:

Account Name: Chapman's Bay Estate HOA
Bank: Nedbank Corporate Client Services, Cape Town
Account Number: 1108040926
Branch Code: 198765
Reference: Erf No _____

POWER OF ATTORNEY

Builder	Initial	Erf No

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: _____

NEIGHBOUR(S) CONSENT

ERF NO: _____ Date _____

TO WHOM IT MAY CONCERN

I/We, _____ 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:

- 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 : _____

Information required - Builders Board

_____	_____	_____
Builder	Initial	Erf No

CHAPMAN'S BAY ESTATE	
Erf no:	_____
Owner:	_____
Architect:	_____
Cell:	_____ Email: _____
Engineer:	_____
Cell:	_____ Email: _____
Contractor:	_____
Cell:	_____ Email: _____
NO UNAUTHORISED ENTRY	

ERF. _____ _____

Builder	Initial	Erf No

APPLICATION FOR REPAYMENT OF BUILDER DEPOSIT

PART 1 DECLARATION BY OWNER

I herewith declare that:

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

Signature _____

Date _____

PART 2 REPAYMENT OF DEPOSIT

Banking details:

Surname		Name Acc.	
ID		Bank	
Address		Acc. No.	
		Branch Code	
		Type Acc.	
Tel no.		Fax no.	

FOR OFFICIAL USE

PART 3 PARTICULARS OF DEPOSIT REPAYMENT

Deposit			
Deductions			
Fines			
Balance paid			

PART 4 INSPECTION REPORT

Signature		Date	

Builder	Initial	Erf No