



KELDERHOF
Country Village

BUILDERS CODE OF CONDUCT

of the

KELDERHOF COUNTRY VILLAGE

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Builder	Initial	Erf No

1. DEFINITIONS

1.1 The terms used in this Code of Conduct shall be as defined in the Constitution of the Kelderhof Country Village 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.

3. QUALIFICATION AND CONTRACTORS

3.1 Only contractors who are registered and fully paid-up members of the NHBRC and who can furnish at least 3 (three) references of prior building contracts will be allowed to build at the Estate.

3.2 An owner builder who qualifies under 3.1 will be allowed to construct his own home.

3.3 Contractors are at all times responsible for their sub-contractors and employees while on the Estate.

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 revised from time to time.

4.3.1 Environmental Education

Builder	Initial	Erf No

4.3.1.1 Description

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.

4.3.1.2 Breach

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

4.3.2 Limits of building activity

4.3.2.1 Description

all activities relating to the house construction must be confined to within the erf boundary where construction is taking place. A post and 70% green shade cloth fence must be constructed on the erf boundaries and it is the responsibility of the contractor to ensure that the fence is kept in place throughout the construction period. It is the responsibility of the contractor to ensure that his personnel do not leave the confinements of the erf.

4.3.2.2 Breach

- (i) Work by the contractor will be stopped by the Association until such time as the contractor's equipment has been moved to within the building site.
- (ii) The contractor will be fined R500, 00 per transgression.

4.3.3 Site presentation and spoiling of excess material

4.3.3.1 Description

The contractor will be expected to keep the appearance of his building site neat and tidy at all times. Building rubble must be removed from the site at intervals not exceeding 1 (one) week and litter must be removed from the site on a daily basis. No litter may be stored or mixed in amongst building rubble. Refuse drums must be supplied for the purpose of storing refuse until removed from site by the contractor. No material or building rubble shall be spoiled on the estate.

4.3.3.2 Breach

- (i) Should a builder fail to comply with the removal of building rubble within the specified timeframe, the rubble will be removed by an outside contractor. The costs thereof shall be paid by the Association and reclaimed from the builder. 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, 00 per offence.

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- (ii) Should windblown litter be generated from the site the contractor will be fined R250, 00 per day until all refuse has been removed from the stand and the surrounding area.

4.3.4 Cleaning of vehicles / equipment

4.3.4.1 Description

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

4.3.4.2 Breach

The building contractor will be fined R500, 00 per offence.

4.3.5 Fires

4.3.5.1 Description

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

4.3.5.2 Breach

- (i) The building contractor will be fined R1000.00 per offence.
- (ii) The building contractor will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

4.3.6 Smoking & Liquor

4.3.6.1 Description

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.

4.3.6.2 Breach

The contractor will be fined R100, 00 per offence.

4.3.7 Ablution facilities

4.3.7.1 Description

Contractors must make application for water meters from the local authority before moving onto site. The contractor shall provide temporary water-borne toilets situated on the building site for the use of their employees for the duration of the construction period.

4.3.7.2 Breach

Builder	Initial	Erf No

Contractors will be allowed to place watchmen on site subject to (i) all relevant local, provincial and/or national acts that govern such work; (ii) the contractor remaining at all times responsible for the conduct and actions of the watchmen; (iii) the contractor providing all ablution, accommodation and other facilities required by the watchmen.

4.4.3.2 Breach

As for 4.4.1.2 above.

4.5 Vehicle Sizes Allowed

4.5.1.1 Description

- (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

4.5.1.2 Breach

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

4.6 Deliveries to Contractors

4.6.1 General deliveries

4.6.1.1 Description

- (i) Contractors will at all times be responsible for 1the compliance of delivery personnel with the contents of this Agreement.
- (ii) The contractor shall ensure that all delivery times will be limited to public times as defined under 4.2 above.
- (iii) The contractor shall ensure that the size of delivery vehicles is limited as defined under 4.3 above.
- (iv) The contractor shall ensure that deliveries to the building site take place only from the street frontage of the site. The position of delivery points must be indicated on the site diagram, which must be submitted for approval in terms of 4.9.1.1(iii) below.

4.6.1.2 Breach

Builder	Initial	Erf No

Penalties levied on the building contractor will be the same as if the contractor's employees were guilty of the transgression.

4.6.2 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.

4.6.2.1 Description

The contractor shall ensure that drivers of concrete delivery vehicles are briefed on this document.

4.6.2.2 Breach

- (i) Drivers not briefed will not be allowed access onto the Estate by the Association.
- (ii) Drivers found contravening the Estate rules and regulations will be escorted off the estate and refused access to the Estate by the Association.
- (iii) The building contractor will be liable for penalties incurred by a concrete delivery vehicle.

4.6.2.3 Description

The washing off 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.

4.6.2.4 Breach

The building contractor will be fined R1000, 00 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 4.6.2.3.

4.7 Storage Sheds/Huts

4.7.1.1 Description

The contractor will be allowed to erect storage green 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 item 4.9.1.1. (iii) below.

4.7.1.2 Breach

The contractor will be instructed to remove any structures that do not conform to this regulation.

Builder	Initial	Erf No

4.8 Speed Limit

4.8.1.1 Description

For security and safety reasons the speed limit on the Estate for all contractors' vehicles is 35kmh. The contractor shall ensure that his employees, subcontractors and delivery vehicles adhere to this rule.

4.8.1.2 Breach

The contractor will be fined an amount of R500, 00 per transgression. Continuous non-compliance will result in the contractor being expelled from the site.

4.9 Building Plan Controls

4.9.1.1 Description

- (i) The building 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) Prior to commencing building the contractor must (i) set out the foundations for inspection and approval by the Association; (ii) set out and confirm the form of the driveway with the Association (iii) provide a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material storage areas; and the position of deliveries. Once slab height is reached, the contractor must provide the Association with a land-surveyor's certificate confirming the height of buildings.
- (iv) The building contractor must make application to the Association for the issuing of a Completion Certificate that must be signed by the Design Review Committee before occupation of the house in question. The Completion Certificate certifies that the construction of the house complies with the approved plan of the house on the affected property, as adequately assessed by the Kelderhof Design Review Committee.

4.9.1.2 Breach

- (i) Occupation of the house in question will be denied until the above documentation has been signed by the Design Review Committee.
- (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) The contractor will be fined R 1 000.00 for not providing the land-surveyor’s certificate as set out in clause 4.9.1.1. (iii) and will be denied access to the Estate until the certificate is provided.

4.10 General Controls

4.10.1.1 Description

One representative of each building contractor is expected to attend a fortnightly site meeting to discuss general issues relating to work on the estate.

4.10.1.2 Breach

The contractor will be fined an amount of R250, 00 for not attending the site co-ordination meetings.

4.11 Roads and Road Verges

4.11.1.1 Description

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

4.11.1.2 Breach

- (i) The contractor will be fined R150, 00 per day for unswept roads.
- (ii) The contractor will be held financially and legally responsible for the damage to road surfaces and kerbs caused through his building operations.

4.12 Signage and advertising

4.12.1.1 Description

- (i) The contractor must ensure that no advertising boards are placed on the building site or anywhere else on the estate.
- (ii) The contractor must erect an approved builder’s board on the stand 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 the construction has been completed.

4.12.1.2 Breach

- (i) The contractor will be fined R150, 00 per day for non-compliant boards.
- (ii) The contractor boards left on the property will be removed and discarded.

5. MONTHLY BUILDING MANAGEMENT LEVY

5.1 To cover expenses in the administration of the housing delivery process, each building contractor will be levied an amount of R600.00 per building per site per month payable to the Association until such time as a Completion Certificate is obtained from the Kelderhof Design Review Committee. The Kelderhof Design Review Committee will not withhold such certificate unreasonably. The levy must be paid by the 7th of every month in advance.

6. PAYMENT OF FINES

6.1 Description

All monies owing to the Association must be paid on the Monday following the fine.

6.2 Breach

In the event of the contractor failing to pay a fine in time the contractor will be denied access onto the estate.

7. ACKNOWLEDGEMENT

We, the Owner and Contractor,

Have read and fully understand the contents of this document,

Undertake to comply with all the contents of this document in addition to any further controls which may be instituted by the Association from time to time in the form of a written notification and to ensure compliance by any sub-contractor employed by the contractor, and any supplier to contractors, sub-contractors or owners.

Acknowledge that the contractor and sub-contractors will be denied access to the building site until any breach has been rectified in accordance with this document.

Owner

Contractor

Builder	Initial	Erf No

Owner Signature

Contractor Signature

Witness

Witness

Date

Date

Erf No: _____

Name of Contracting Company

Cell No: _____

Cell No: _____

Email: _____

Email _____

Builder	Initial	Erf No

CERTIFICATE OF UNDERTAKING

Erf No: _____

Contractor: _____

Telephone: _____

Address: _____

Cell phone: _____

Email: _____

I, the undersigned, do hereby:

1. Acknowledge and confirm having read and understood the Builders Code of Conduct (herein after referred to as "The Code") of Kelderhof Country Village, 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 Kelderhof Country Village (hereinafter referred to as "The Contractor's Agents");
3. Irrevocably undertake to pay by the Monday following, of having received notification of a fine being levied against the undersigned, all fines and/or any of the fines levied by the Kelderhof Country Village 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 Kelderhof Country Village (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 Kelderhof Country Village and/or any building operations being conducted by the contractor on Kelderhof Country Village; 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 Kelderhof Country Village should it/he/she not pay any fine levies by the Association timeously.

Signed at _____ on this _____ day of _____

Contractor Signature

Witness

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Builder	Initial	Erf No

FEES RELEVANT TO CONSTRUCTION

1. Refundable Construction Deposit (payable by Owner before building commences) R 10 000

This Deposit will be refunded upon the issuance of a Completion Certificate

2. Monthly Fees:

- a. Builder's Levy (payable by the Contractor for the duration of the Construction period, monthly in advance, on the 1st (first) day of the month) R 600

Banking Details:

Account Name: *Kelderhof Country Village Owners' Association*
Bank: *Nedbank Corporate Client Services, Cape Town*
Account Number: *1452 068 208*
Branch Code: *145 209*
Reference: *Erf No Builders Deposit/ Builders Levies*

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Builder	Initial	Erf No