

ERINVALE COUNTRY ESTATE HOME OWNERS'
ASSOCIATION

REGULATIONS GOVERNING BUILDING CONTRACTOR ACTIVITY
and
CODE OF CONDUCT
(ALTERATIONS)

Effective 1 April 2002

THIS DOCUMENT MUST FORM PART OF ANY BUILDING CONTRACT. IT MUST BE SIGNED BY OWNERS'/REPRESENTATIVES AND MAIN CONTRACTORS AND A COPY LODGED WITH THE HOA BEFORE ANY BUILDING ACTIVITY MAY COMMENCE.

SUMMARY

- * A deposit is required on submission of building plans. (Clause 1)
- * Working hours are restricted. (Clause 2)
- * Entry and exit is permitted through the main gates only and by vehicle only and access cards to be obtained. (Clause 3)
- * The building site must be fenced and activities must be confined to the site. (Clause 5)
- * Toilet facilities must be provided. (Clause 6)
- * Any storage shed must conform with HOA requirements and sand heaps must be covered adequately. (Clause 7)
- * Rubbish must be removed regularly and may not be burnt on site. (Clause 8)
- * Rubble must be removed regularly. (Clause 9)
- * Fill must be disposed of. (Clause 10)
- * Deliveries are subject to restrictions. (Clause 11)
- * Speed limits must be adhered to. (Clause 12)
- * Noise must be kept to a minimum. (Clause 13)
- * No persons may sleep on a building site. (Clause 14)
- * Owners and contractors are responsible for damage. (Clause 15)
- * Wildlife is protected. (Clause 16)
- * HOA may suspend building activity. (Clause 17)
- * Contractors must comply with legislated requirements. (Clause 18)
- * Deviations to plan. (Clause 19)
- * Specs for temporary structures (clause 20)
- * Owners and contractors undertake to comply with these regulations. (Clause 21)

BEFORE ANY BUILDING ACTIVITY MAY COMMENCE AND BEFORE ANY MATERIALS MAY BE DELIVERED TO SITE:

- * Building plans must have been approved by the HOA and the relevant municipal authority
- * A copy of this document, duly signed, must have been lodged with the HOA
- * Building sites must have been properly demarcated
- * Site toilets must have been properly installed
- * Suitable depositories for rubbish and rubble must have been installed

INTRODUCTION

The Erinvale Country Estate Home Owners' Association ("HOA"), the legally constituted representative of owners at Erinvale has adopted certain rules relating to building contractor activity on the Estate. This document sets out those rules as well as the HOA's expectations of building contractors' standards of behaviour when building on the Estate. The primary intention of the provisions hereunder is to ensure that all building activity at Erinvale occurs with the least possible disruption to owners and residents. In the event of any uncertainty, owners and/or their contractors should contact the HOA.

The conditions governing building activity which are set out in this document are rules adopted by the HOA and are therefore binding on all owners. Furthermore, all owners are obliged to ensure that their building contractors and/or sub-contractors are made aware of the conditions and comply strictly with them. Owners are therefore required to include the conditions in their entirety in any building contract concluded in respect of property on the Estate. The HOA has the right to suspend any building activity in contravention of any of the conditions and the HOA accepts no liability whatsoever for any losses sustained by an owner as a result thereof.

The main contractor is responsible for the activities of all his sub-contractors and suppliers. To this end he is expected to have competent supervision on site at all times with sufficient authority to control the activities of all his employees and those of his sub-contractors and suppliers and in particular the manner in which deliveries are made to the site.

Where sub-contractors are appointed by the owner, the owner must assume this responsibility and must ensure that each sub-contractor arranges for appropriate supervision on site.

If there is no main contractor then the owner shall assume all the responsibilities of a main contractor as outlined in this document.

Although the HOA reserves the right to act in terms of the provisions of this document, some latitude will be exercised in circumstances where its provisions prove impractical or where special circumstances exist. Any concessions so made will in no way prejudice the right of the HOA to enforce these regulations to the full extent prescribed.

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REGULATIONS AND CODE OF CONDUCT

In the following text, where terms such as suitable, adequate, appropriate, etc., are used, the HOA shall be the sole arbiter as to what is suitable, adequate, appropriate, etc. Where specifics are mentioned such specifics shall not affect the generality of the content.

Clause 1 - DEPOSIT

Owners should note that the Somerset West Municipality has waived its requirement for a builders deposit due to the private nature of Erinvale. However the Home Owners Association requires that a deposit of R4,000 be lodged with it on submission of building plans, of which R3,500 is refundable. The deposit will be used to defray expenses incurred in repairing damage to adjacent off-site property caused in the building process and any other damage referred to in clause 15. On completion of building and related activity to the satisfaction of the HOA, the R3,500 will be refunded to the depositor less any expenses incurred by the HOA as referred to above.

Clause 2 - WORKING HOURS

Contractors are permitted on the Estate only from 07h00 to 18h00 on weekdays. No contractor activity is permitted on the Estate on Saturdays, Sundays and Public Holidays.

Clause 3 - ENTRY AND EXIT

All main contractors, supervisors, architects, sub-contractors and any others involved in the construction must observe the gate security requirements.

Persons may enter or leave the Estate only through the main gates and by vehicle only; workers on foot will not be permitted entry to the Estate. No workers will be permitted on any part of the golf course or on property other than that on which they are authorised to work. Drivers of vehicles are responsible and accountable for the activities and behaviour of all occupants of the vehicle.

Clause 4 - MAIN ARCHITECT'S CONTRACTOR BOARD - NOT REQUIRED

Clause 5 - VERGES

No materials may be stored on any verge or joint ground during alterations. House owners are to provide space for this within their property. See clause 11.

Clause 6 - TOILET FACILITIES

Before ANY activities commence, an adequate toilet properly tied down (see Clause 20 below) must be erected within the site boundaries in a position which will be screened from view from the golf course and street. If this is not possible a suitable screen must be erected. The colour of the toilet must be acceptable. Corrugated iron structures must be painted dark green.

Anyone found not using the toilet will be ushered off the Estate.

Clause 7 - STORAGE FACILITIES

If a store is placed on site it must be acceptable, adequate and secure, properly tied down (see Clause 20 below) and placed within the site boundaries. If a corrugated iron or similar structure is used it must be painted dark green.

Clause 7.1 - SAND STORAGE

Sand heaps must be covered before leaving the premises each day. In addition the heaps must be covered on working days if wind is causing it to be blown away. Loose sand must not be left to spread over the building site and must be regularly heaped. All heaps to be covered with a suitable tarpaulin or shade cloth which must be adequately secured. Note that builders and / or owners will be held responsible should neighbours be affected by wind blown sand. **PLEASE CO-OPERATE FULLY IN THIS REGARD**. Failure to act on this instruction will result in the site being closed down until this rule is complied with.

Clause 8 - DISPOSAL OF RUBBISH

Before building operations commence, suitable containers for the ongoing accumulation of litter, plastic bags, cement bags, etc., shall be placed on site. The containers must be securely covered when the site is vacated, and must be emptied and the contents removed from the Estate at appropriate intervals, but in any event, not less frequently than once a week. **Burning of rubbish and fires generally are not permitted under any circumstances.**

Clause 9 - DISPOSAL OF RUBBLE

During building operations, rubble must be accumulated in a suitable pre-designated area within the boundaries of the site and must be removed from the Estate at appropriate intervals.

Clause 10 - DISPOSAL OF FILL

During building operations, fill arising from building activities must be accumulated within the boundaries of the site and if not required for landscaping purposes must be removed at appropriate intervals.

Clause 11 - DELIVERIES

Deliveries from suppliers must be scheduled during working hours only. Delivery vehicles will not be allowed entry after 17h00 if they are unlikely to be in a position to exit before 18h00.

Vehicles carrying abnormally large or heavy loads may be denied access to certain parts of the Estate. Similarly, abnormally long or articulated vehicles will not be permitted entry for practical reasons. Suitable advance arrangements must be made with suppliers in this regard.

Owners and contractors will be liable for damage done by any vehicle associated with activity on their site and recovery of any related costs from owners or drivers of those vehicles will be the responsibility of owners and contractors.

Where materials are off-loaded by a supplier and encroach onto the verges or road, these materials must be moved immediately onto the site by the contractor. No material must be allowed to remain on the verges or road and it is the contractor's and owner's responsibility to clean the verges and road of all such materials. The same applies to sand or rubble washed or moved onto the verges or road during building operations.

Clause 12 - SPEED LIMITS

Only licensed drivers are permitted to drive vehicles on the Estate. The driver of any vehicle considered by an appointed official of the HOA to be exceeding the speed limit of 40 k.p.h. will be stopped and warned. A subsequent transgression by the same driver will result in the driver being denied access to the Estate.

Clause 13 - NOISE

All noise on site must be kept to a minimum. Where objections to excessive noise are lodged by nearby residents the HOA will take appropriate action.

Clause 14 - SLEEPING ON SITE

Under no circumstances may any employee of a builder, sub-contractor, or security firm reside or sleep on a building site during the period of construction. Anyone found doing so will be evicted from the Estate. Written applications made to the HOA for permission for a bona fide uniformed security person to patrol specific properties at designated times will be considered on individual merit.

Clause 15 - DAMAGE

Owners and the contractors shall be responsible for any damage caused by them or their agents on the Estate including, without affecting the generality hereof, damage to kerbs, verges, plants on the sidewalks, common and golf course areas and Estate, Golf Club and private property.

Clause 16 - PROTECTION OF WILDLIFE

Any person found disturbing, harming or destroying any animal, reptile or bird, or setting any traps or snares will be summarily evicted from the Estate and may be prosecuted in terms of Wildlife Protection Legislation. No person associated with building or allied activities on Erinvale will be permitted to fish from Estate dams.

Clause 17 - UNDESIRABLE CONDUCT

Should the HOA be dissatisfied with the conduct of any contractor, sub-contractor or supplier, the HOA may rectify as deemed necessary and/or suspend building activity until such undesirable conduct is rectified.

Clause 18 - SITE SAFETY

Owners and contractors are responsible for ensuring that all legislated requirements are complied with.

Clause 19 - DEVIATIONS

The HOA Building Inspector or Estate Manager will monitor all buildings for deviations on an on-going basis. Where building work deviates from previously approved plans all building work relating to the deviation must cease with immediate effect. Building may not continue while an amending plan is drawn up and submitted which must be accompanied by the appropriate fee. The amended plan must be approved before work commences on the deviation. The Estate manager has been authorised to stop all building work should any such building deviations come to light.

Clause 20 - SPECIFICATION FOR SHEET METAL CLAD TEMPORARY STRUCTURES

- 20.1 Sheet metal clad temporary structures will only be permitted at Erinvale for use on building sites as storage sheds or to house temporary toilet facilities.
- 20.2 Each structure must be fitted with a solid door which is fitted with a minimum of two hinges. The door must be lockable from the outside by means of a sliding bolt or hasp and staple in the case of a storage shed and both internally and externally in the case of a temporary toilet. The door to the toilet shall be closed at all times.
- 20.3 The above structures must be adequately anchored to the ground to withstand storm conditions and the following minimum standards apply:-
 - 20.3.1 A post must be provided at each corner which is anchored into the ground at least 600 mm deep.
 - 20.3.2 Each side panel must be framed in timber of minimum thickness 50 x 75 mm.
 - 20.3.3 Each side panel must be bolted to the corner post by means of m.s. bolts, washers and lock nuts.
 - 20.3.4 The roof panel must in turn be bolted to the side panels with a minimum of three bolts per elevation and hoop iron straps at the corners.
 - 20.3.5 The sheeting must be fixed to the side panel frames and roof frame by means of approved roofing screws.
 - 20.3.6 The sheets should at all times be lapped in the direction of the prevailing wind.
 - 20.3.7 The entire structure must be anchored by means of two 4 x 6 mm galvanised wire straps running diagonally from the ground over the roof and attached to bolts cast into concrete blocks at least 300 x 300 x 300 mm deep.

- 20.4 The toilet structure must be fitted with a water borne flush toilet and connected directly into the foul sewer system.
- 20.5 The builder must ensure that adequate supplies of toilet paper are on hand to prevent the use of cement bags or newspaper which will lead to blockage of the system.
- 20.6 Both the storage and toilet structure must be painted dark green (Dulux Matchmaker 4801 - 2 or similar).
- 20.7 No advertising or other notices will be permitted on these structures.

Clause 21 - UNDERTAKING

By their signatures hereto, owners and contractors acknowledge that they understand the content of this document and agree to be bound by its provisions and by those additions and/or amendments to its provisions which may be introduced from time to time.

Signed:

OWNER *

DATE.....

MAIN CONTRACTOR/
PROJECT MANAGER

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DATE.....

NAME OF CONTRACTOR

.....

ERF NUMBER.....

Note:* If the development of sites is being undertaken by appointed representatives of owners, acceptable authority for those representatives to act on owners' behalf must be attached to this document.