KINGSWOOD GOLF ESTATE HOA

CONTRACTORS CODE OF CONDUCT AND UNDERTAKING TO COMPLY

Revision 13: March 2019

Kingswood Golf Estate Home Owners Association (KGEHOA) adopted the following "**Contractors Code of Conduct**" in terms of and in addition to the **Kingswood Golf Estate Architectural Design Manual** and **Environmental Guidelines and Management Plan**.

All Owners/Architects/Contractors must comply with all the conditions imposed in the **Kingswood Golf Estate Architectural Guidelines and Design Manual**, incorporating the **Building Plan Submission Requirements and Building Controls During Construction and Environmental Guidelines** and **Management Plan** promulgated in terms of the **Constitution of KGEHOA** in compliance with the conditions of approval (ROD) imposed by the Dept. of Environmental Affairs and Development Planning of the Western Cape Government and conditions imposed by the Local Authority when approving the KGE Development.

1. OBJECTIVES

To ensure

1.1. compliance with, and implementation of KGE'S Architectural Guidelines, Building Control Measures and Environmental Guidelines and Management Plan;

1.2. the least possible damage to

1.2.1 The infrastructure of the Kingswood Golf Estate ("KGE"),

1.2.2 Indigenous flora and fauna;

1.2.3 The water quality on and surrounding KGE;

1.3 Construction and development are undertaken with due consideration to all environmental factors;

1.4 compliance with all statutory requirements relating to occupational health and safety;

1.5 Where such damage occurs, provision is made for reinstatement;

1.6 Construction is undertaken with due consideration to the quality of life of other owners in KGE in order not to compromise and/or inconvenience such other owners and;

1.7 Generally, that all construction work is undertaken in an orderly and harmonious manner; all of which the Owner, and Contractor accept to be in the best interests of the Development generally and specifically in respect of the Owner's immediate neighbours.

2. ACCEPTANCE AND UNDERTAKING

To attain the aforesaid objectives, the Owner and Contractor bind themselves jointly and severally to fulfil and comply with all the obligations contained herein and the KGEHOA shall be entitled to monitor the provisions hereof and to take all reasonable steps to have any breach of such obligations rectified.

3. CONTRACTOR'S OBLIGATIONS PRIOR TO CONSTRUCTION (ADMINISTRATIVE)

The Contractor will be denied access to KGE to commence construction until:

3.1. All provisions of this Code have been complied with to the satisfaction of the KGEHOA.

3.2. Site Inspection

The Contractor and KGEHOA have carried out a joint site inspection.

3.3. Search and Rescue

Search and Rescue of plant material on the property has been carried out.

3.4. Approval of Building Plans;

The plans and specifications will only be approved if in the opinion of the Kingswood Architectural Review Committee (KARC) they comply with the Design Manual. The KARC and the Local Authority must approve any changes to the final plans and specifications in writing prior to implementation. All construction or Improvements on the Erf must be executed in accordance with the approved Building Plans.

Deviations from the approved building plans will result in the Contractor been denied access to the Erf site until the revised building plans have been submitted to and approved by KARC. A penalty as per the penalty schedule may also be issued to the Contractor and Owner.

The latest set of the approved building plans is to remain on site at all times.

3.5. Approved Building Plan

A signed copy of the building/construction plans approved and by the Local Authority must be handed to the KGEHOA, together with a signed copy of this CODE and UNDERTAKING and a written schedule, outlining a construction commencement date and an estimated construction completion date, signed by the Contractor. Once construction has begun on the Erf it must be continued to completion, without interruption or stoppage, other than during the Annual Builder's Holiday.

3.6. Staff and Vehicle Identification

3.6.1 Staff identification must comply with the Security Procedures. The staff identification system will be implemented, managed and controlled by the KGEHOA security provider. Lost tags will be charged for. Parties without identification tags will be denied access to the Development.

3.7. Insurance

The Contractor shall, prior to commencing work on an Erf submit to the KGEHOA, proof of insurance policies to adequately cover the Contractors All Risks associated with the improvements; appropriate SASRIA and MVA cover, liability in respect of third parties for all motor vehicles having access to the Development and Public Liability Insurance cover to the value of R2.000 000.00 (Two Million Rand) per incident, to the satisfaction of the KGEHOA.

3.8. Labour and Training

The Contractor is required to comply with the conditions relating to the regular provision of labour statistics and training requirements as determined by Competent Authority from time to time and as set out in the ROD. The Contractor is to liaise with the KGEHOA with respect to procedures and requirements in this regard. The Contractor undertakes to comply with all applicable labour legislation pertaining to his activities and staff, including, but not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, the Occupational Health and Safety Act, the Employment Equity Act, the Skills Development Act, the Workmans Compensation Act as well as any industry specific requirements prescribed by any Bargaining Council or industry regulatory authority. The Contractor accepts responsibility as the Section 16(1) appointee, as defined by the Occupational Health and Safety Act, on site and hereby undertakes to ensure that all the requirements of this Act as well as its regulations, in particular the construction regulations, are adhered to by him, his employees' and sub-contractors appointed by him to perform activities on the site.

3.9 Builders deposit

The Contractor/Owner shall pay a Builders Deposit to the KGEHOA in respect of liability for possible damage to township services, the private roadways and private open spaces during construction. The deposit will be invested by the KGEHOA in the name of the KGEHOA at a registered and recognised financial institution with interest accruing for the benefit of the Contractor/Owner and will only be refunded when Certificate of Completion is issued by the KGEHOA.

4. CONTRACTORS OBLIGATIONS WHEN COMMENCING CONSTRUCTION 4.1.

Fencing

All building sites must be secured and fenced, in accordance with the specifications determined by the KGEHOA from time to time. The fencing must be approved by the HOA in writing before work can commence. The fencing specifications are as follows: - The street front and all other boundaries must be fenced with shade cloth material – minimum 60% transparency to a height of 1,8 meters unless adjacent to a completed building with an existing boundary wall; The boundary adjacent to a completed dwelling without a boundary wall must be screened to 1.8m high or the final boundary wall built. Site fencing is to be constructed in a manner that will last the duration of the construction project as per the attached sketch (see Annexure A). The fencing is to enclose any temporary haul roads or access that the Contractor may be using. Silt fences, as per sketch (see Annexure A) and the Environmental regulations, are to be erected as per the Architectural Guide. All fences and screens must be properly maintained, to the satisfaction of the KGEHOA, for the duration of the construction period.

4.2. Dust Control

It is specifically recorded that all areas of the Development have been planted or seeded to ensure vegetation cover or covered with bark chips. The Contractor shall implement appropriate measures, to the satisfaction of the KGEHOA to minimize damage to existing vegetation and to minimize the generation of dust or wind-blown sand in other open areas of the Development resulting from construction activity on the Erf.

4.3. Environmental Control

4.3.1 It is specifically recorded that in terms of the ROD, no storm water is permitted to flow towards or drain into waterways on the development.

4.3.2 The Contractor shall be responsible for providing and maintaining protection against wash away and erosion damage throughout the duration of the construction period.

4.3.3 For the duration of the Contract the Contractor undertakes to effect adequate measures to prevent any soil erosion by waste or storm water on or around the Erf on which construction is being affected by him.

4.3.4 The Contractor shall take whatever protective measures deemed necessary by the KGEHOA in its sole discretion, to provide storm water and erosion control.

4.3.5 Batching of mortar and concrete must be done within watertight containers or similar mixers and not on the ground.

4.3.6 Cleaning of ready mix trucks and concrete pumps are not to be done on the Estate.

4.3.7 Should the Contractor fail to provide and maintain the protective measures, to the satisfaction of the KGEHOA within 24 hours of receiving notice of his failure, to provide/maintain protective measures, the KGEHOA may instruct an independent contractor to rectify any damage and establish the necessary protective measures, at the Home Owners cost or Contractors cost.

4.3.8 The Contractor will be denied access to the Development until the costs in terms of clause 4.3.7 have been paid.

4.4. Excavation

4.4.1. No excavation or filling of the ERF may be undertaken without the submission of a detailed plan to the KGEHOA, for written approval.

4.4.2. Excavation for foundations and/or walls adjoining paved roadways and/or sidewalks must be undertaken with caution and, in particular, the paved roadway/sidewalk must be protected and supported during excavations.

4.4.3. Any damage caused to the paved roadway/sidewalk must be made good by the Contractor or immediately when the damage becomes evident.

4.4.4. No excavations or trenches outside the Erf boundary are permitted without the prior written consent of the KGEHOA.

4.4.5. All backfilling on common property to be completed as per Kantey & Templer's design specifications and is to be inspected and signed off by Kantley & Templer for the account of the Erf owner.

4.5. Municipal Services

All conditions, processes and fees as prescribed by the Local Authority, for the connection of water, sewerage, electricity and other municipal services shall be the sole responsibility of the Contractor/Owner. All costs pertaining thereto shall be for the account of the Contractor/Owner.

4.6. Water

The Contractor will obtain water for the work to be undertaken on the Erf from the municipal water connection on the Erf. Application for connection is to be made through the Local Authority. Under no circumstances may the Contractor interfere with any water supply to the Development.

4.7. Sewers

A sewer connection has been provided for the Erf into which the Contractor is required to connect the sewer system for the improvements. Such connection to take place under the supervision of the Local municipality. The Contractor may not dispose of any building material, contaminated water or rubbish into the sewage system.

4.8. Storm water

The Contractor may not dispose of any building material, contaminated water or rubbish into the storm water system nor may the Contractor wash paint or cement-based products into the storm-water system or onto landscaped and paved areas. The Contractor undertakes to ensure that no waste or contaminated water is permitted to run towards or into the waterways within or around the development.

4.9. Ablution facilities

4.9.1. The Contractor shall provide water and/or washing facilities for employees on the Erf. Water shall not be extracted from waterways for this purpose.

4.9.2. Prior to commencement of the construction and throughout the duration of the work, the Contractor shall provide a suitable number of and properly operational chemical toilets on the Erf and shall ensure that such facilities are maintained in a clean, hygienic and neat condition at all times .

4.9.3. The entrances to all temporary toilets must be screened from view by a barrier constructed from 80% shade cloth.

4.9.4. Use of the developments water borne sewage systems is forbidden until an approved municipal connection is made

4.9.5. Any worker (employee of the Contractor/sub-contractor/s or invitee) found doing ablutions in any area other than the supplied toilet will be penalised and upon request by the HOA, be removed from the development by the Contractor and shall be permanently barred from returning to the Development. See clause 8.0

4.9.6. The Contractor shall ensure that no wastewater whatsoever enters the waterways.

4.10. Storage Shed / Site Hut

4.10.1. Temporary storage sheds or site huts of galvanised iron or timber and of a neat appearance are allowed on the Erf. The Contractor may also make use of shipping containers for offices and stores.

4.10.2. No other structures are permitted on the Erf unless they appear on the building/construction plans mentioned in clause 3.4 of this Agreement.

4.10.3. The HOA may instruct the Contractor to remove any storage shed, site hut, office or store that in the sole opinion of the KGEHOA is untidy or dilapidated.

4.10.4. Should the Contractor fail to remove the storage shed, site hut, office or store forthwith and to the satisfaction of the KGEHOA, the KGEHOA shall instruct an independent party to remove the structure, at the Contractor's cost.

4.10.5. The Contractor will be denied access to the Development until the costs in terms of clause 4.10.4 have been paid.

4.11. Refuse Containers and Refuse Removal

4.11.1. All refuse must be collected daily and deposited into a container, supplied by the Contractor at the Contractor's cost.

4.11.2. All containers must be of a design approved by the KGEHOA, at its sole discretion. The container must have a lid and be of such a nature that it cannot blow over and that refuse cannot escape from it.

4.11.3. The container must be regularly emptied and cleaned.

4.11.4. Without detracting from the generality of the afore going, the Contractor specifically acknowledges that all empty cement bags, plastic and other loose material must be removed from the Development so as not to contaminate the Development and the natural water courses.

4.11.5. The Contractor shall ensure that all building rubble is removed on a weekly basis or as otherwise required by the KGEHOA.

4.11.6. The Contractor shall generally ensure that the Erf is kept neat and free of litter or other unsightly waste at all times.

4.11.7. No burning of litter or open fires is permitted.

4.11.8. If the Contractor fails to keep the Erf in an acceptably tidy state or to have the rubble removed, to the satisfaction of the KGEHOA, then the KGEHOA shall, without prejudice to its further rights, have the right at the cost of the Contractor to clean the site and/or remove the rubble.

4.11.9. The Contractor will be denied access to the Development until the costs in terms of clause 4.11.8 have been paid.

4.11.10. Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the Development, and the Contractor is required to make his own arrangements for disposing of materials at a spoil site off the Development. Failure to comply will result in the Contractor being penalised in accordance with the schedule of penalties.

4.11.11. The Contractor will be denied access to the Development until the penalty in terms of clause 4.11.10 has been paid.

4.12. Survey Beacons

4.12.1. Prior to the start of construction, the Contractor shall obtain a Beacon Certificate from a Land Surveyor who will identify, inspect and certify the boundary pegs. The Land Surveyor must also certify the position of any building against a boundary line.

4.12.2. The Contractor is responsible for maintaining the boundary pegs. Should the boundary pegs be disturbed, the KGEHOA will arrange for a Land Surveyor to relocate them at the Owners cost.

4.13. Permissible Signage

4.13.1. The Contractor shall only be permitted to erect a single signboard which must comply with the Architectural Guide and KGEHOA's requirements.

4.13.2. The signage shall be at the expense of the Contractor.

4.13.3. The Contractor shall not erect the signage other than on the Erf.

4.13.4. The signage shall be removed immediately on conclusion of the improvement.

4.14. Building Controls and Access Control

The Contractor / Owner confirms that they have read and understood the conditions imposed by the Kingswood Golf Estate Architectural Guidelines and Design Manual, incorporating the Building Plan Submission Requirements and Building Controls During Construction and Environmental Guidelines and Management Plan promulgated in terms of the Constitution of KGEHOA and shall abide by these conditions. The National Building Regulations (NBR), the requirements of the National Home Builder's registration council (NHBRC) and the appropriate by-laws of the local authority apply to the construction of all improvements within the development. Neither the KGEHOA nor the KARC shall be responsible for any design or construction defects, which may affect the safety or structural integrity of any improvements within the development or any non-compliance with the NBR or NHBRC requirements.

4.15. Failure to Comply

Failure to comply with the Estate conditions detailed in clause 4.14 above will result in the Contractor/Owner being penalised.

4.16. Delivery of Materials

The maximum vehicle size allowed on the estate roads, other than the main access road to the clubhouse / hotel is an SV-9 vehicle having the following configuration:

4.16.1. Maximum overall length <9 meters;

4.16.2. Maximum distance between front and rear axles <6 meters; Maximum axel load to conform to the National Road Ordinance Act.

5. CONTRACTORS OBLIGATIONS ON COMPLETION OF CONSTRUCTION

The deposit and interest, or any balance thereof, shall be repaid to the Contractor/Owner on completion of the works after due assessment by a representative of the KGEHOA of the following:

5.1. Repair of damages (if applicable) to KGEHOA property or unpaid fines. The deemed cost of repair of damages or penalties will be deducted from the deposit and in the case where the deposit is less than the claim, the shortfall will be claimed from the Owner/Contractor.

5.2. Confirmation that the completed works conform to the final approved plans by the Kingswood Architectural Review Committee.

6. OCCUPATION ON COMPLETION OF CONSTRUCTION

Upon completion of the unit, the Contractor is to request a Completion Certificate from the KGEHOA.

6.1. Items that need to be addressed prior to issuing could include but not limited to**,**

6.1.1. Approval of Landscaping Plan and Species list form Environmental Control Officer) ECO / KGEHOA

6.1.2. Approval from KGEHOA that building is in accordance with approved drawings

6.1.3. Inspection of services and estate property (landscaping, lights, kerbs, roads etc)

Note: The Builder Control Levy and the Builders Deposit will remain in effect until the HOA Final Certificate is issued.

6.2. Occupation Certificates will only be issued by Council on confirmation by the KGEHOA that all Estate requirements and the completed works conform to the final plans as approved by the Kingswood Architectural Review Committee (KARC).

7. WORKING HOURS / DELIVERY OF MATERIALS / PUBLIC HOLIDAYS

7.1. Working Hours

Monday to Friday - 07h00 - 18h00

Saturday – Only by exception and special permission from the KGEHOA under extreme circumstances.

Sunday - None

Public Holidays – None

Note these hours do not apply to emergency repairs which can't be delayed.

7.2. Deliveries

Monday to Friday - 07h00 - 18h00 Saturday - None

Sunday - None

Public Holidays – None

8. PENALTIES

Penalties may be issued by the KGEHOA or their designated agent. All penalties are to be paid to the KGEHOA no later than 14 days after the offence. The Contractor or employee may be denied access to the estate until the receipt of payment. Please refer to the **Schedule of Penalties** posted on the Kingswood website. Penalties not indicated on the **Schedule of Penalties** can be implemented at the sole discretion of the KGEHOA or their agent. Penalties will be issued in addition to any remedial costs incurred.

9. FAILURE TO COMPLY

The KGEHOA reserves the right to bar the Contractor from any future work on the estate for transgressions of this Code of Conduct.

Erf #		**Estimated Start Date**	
Kingswood plot number		**Estimated Completion Date**	

Owners Information	
Name	
Address	
Telephone	
e-mail address	
Signature	
Date signed	

Contractors Information	
Name	
Address	
Telephone	
e-mail address	
Signature	
Date signed	

Design Professional Information	
Name	
Address	
Telephone	
e-mail address	
Signature	
Date signed	

Project Manager / Owner Rep	
Name	
Address	
Telephone	
E-mail Address	
Signature	
Date Signed	

By signing this agreement, the signatories hereby acknowledge their understanding of all the terms and obligations agreed to in this document and pledge their full commitment to abide by it.

Signed on this ..... day of ..... in the year .....

_____ _____
Owner / Owners' Representative Date

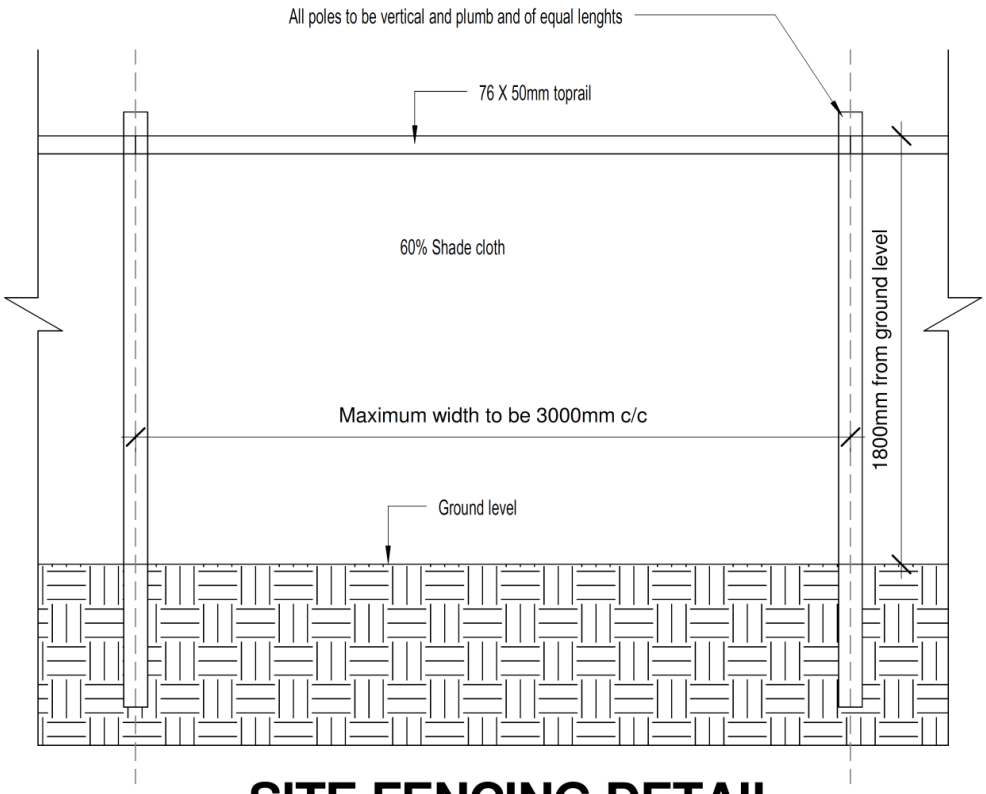
_____ _____
Witness Witness

Signed on this ..... day of ..... in the year .....

_____ _____
Contractor Date

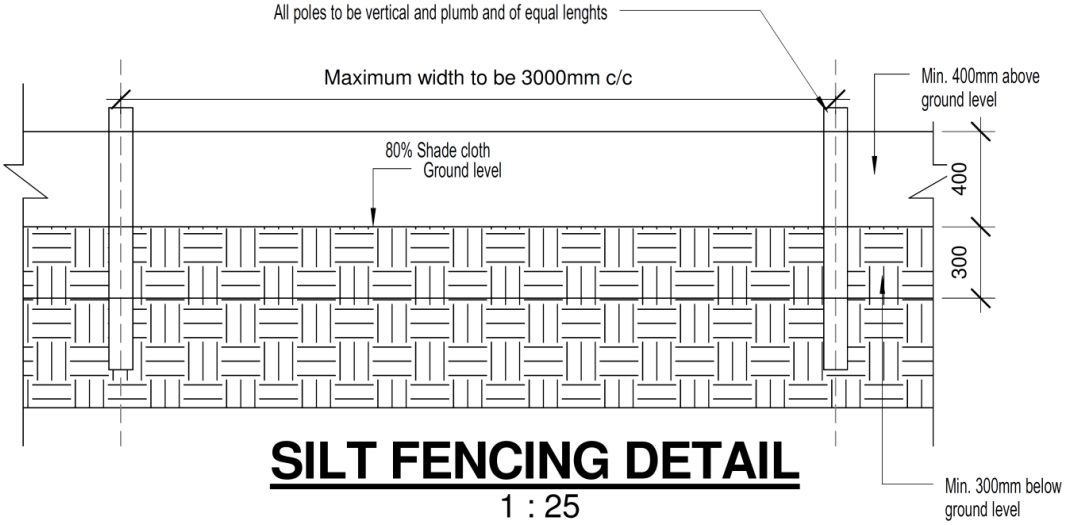
_____ _____
Witness Witness

Annexure A



SITE FENCING DETAIL

1 : 25



SILT FENCING DETAIL

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