

ATLANTIC WAVES ESTATE
BUILDER'S CODE OF CONDUCT

ATLANTIC WAVES
HOME OWNERS ASSOCIATION

a body corporate established
in terms of Section 29 of the Land Use
Planning Ordinance, No 15 of 1985

Amended 20 March 2023

AGREEMENT FOR QUALIFICATION OF AND CODE OF CONDUCT

FOR

BUILDING CONTRACTORS AND OWNER BUILDERS

WITHIN ATLANTIC WAVES ESTATE (“THE ESTATE”)

ENTERED INTO BY AND BETWEEN

**ATLANTIC WAVES HOMEOWNERS ASSOCIATION
 (“THE ASSOCIATION”)**

AND

.....
(“THE CONTRACTOR”)

AND

.....
(“THE OWNER”)

FOR CONSTRUCTION ON ERF:..... ATLANTIC WAVES ESTATE.

1. PREAMBLE

The purpose of this agreement 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 have been developed in terms of the Constitution of the Atlantic Waves Homeowners Association. The Association reserves the right to make amendments and additions to this document from time to time.

2. RULES

The rules 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 minimised 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 **against the owner of the property**. The extent of the penalty is detailed below the description of each rule and regulation.

2.1 Environmental controls

The contractor agrees to conform to all environmental controls specified in this document and revised from time to time. The owner of the plot agrees that he is responsible for the conduct of his contractor.

Environmental Education

a. Description

All contractors, sub-contractor and delivery 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. The owner however remains the liable person.

b. Breach

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

2.1.1 Limits of building activity

a. Description

All activities relating to the construction must be confined to within the erf boundary where construction is taking place. This relates to location of staff, placing of storage bins, material etc. Erf boundaries are to be clearly marked during the entire construction process.

b. Breach

- (i) Work by the contractor will be stopped until such time as the contractor's equipment has been moved to within the building site.
- (ii) The owner will be fined R 1000, 00 per transgression.

2.1.2 Site presentation

a. 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 one week**, and wind blown litter (plastic/cement bags etc.) must be removed from the site on a **daily basis**. No litter may be stored or mixed in amongst building rubble. Wind blown litter must be covered at all times.

b. Breach

- (i) Should a builder not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the costs thereof claimed from the owner. The contractor will be denied access to the Estate until such costs have been paid in full.
- (ii) Should wind blown litter be generated from the site or litter not stored in the required refuse drums, the owner will be fined R 250,00 per day till all refuse has been removed from the stand and the surrounding area.

2.1.3 Cleaning of vehicles/equipment

a. Description

Washing of vehicles and equipment will not be allowed on the Estate and must be carried out elsewhere.

b. Breach

The owner will be fined R500, 00 per offence.

2.1.4 Fires

a. Description

No fires will be allowed on any part of the estate including the building site. Fire extinguishers are required to be on site at all times.

b. Breach

(i) The owner will be fined R1000, 00 per offence.

(ii) The owner will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

2.1.5 Liquor

a. Description

No liquor or consumption thereof will be allowed on site at any time.

b. Breach

The owner will be fined R100, 00 per offence.

2.1.6 Ablution facilities

a. Description

Contractors must make adequate provision for drinkable water and temporary toilets situated on the building site for the use of their employees until such time as the water-borne sewer drainage is available. This must be done prior to any work done on site.

b. Breach

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

2.1.7 Spoil of excess material and building rubble

a. Description

The contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble will be spoiled on the Estate. Stockpiling of sand must be completely covered with netting or hessian.

b. Breach

The estate will appoint a contractor to remove all such spoil for the contractor's account. In addition to this the owner will be fined R1000, 00 per offence.

2.1.8 Screening of building sites

a. Description

The contractor will be required to screen of the site with a 60%, 1,2m high black or dark green shade-netting screen in areas where no other people reside and 1,8m high in areas where there are residents. The screen must be kept in place covering the boundary and maintained for the entire building process. Alternatively, if the perimeter walls are built first, there will be no requirement for shade net screening.

b. Breach

The owner will be fined R 250,00 per day or all work will be stopped till such structures are in place.

2.2 Hours of Work

2.2.1 Public/Private time

a. *Description*

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

Normal Weekdays
Summer 07h00 – 18h00 (October to March)
Winter 07h30 – 17h00 (April to September)

Saturdays 08H0 to 12H00

b. *Breach*

- (i) Contractors will be escorted from the Estate by security during private times.
- (ii) In addition the owner will be fined R500, 00 per transgression.

2.2.2 Permission to work during private times

a. *Description*

Contractors are not allowed on the Estate on Sundays and proclaimed public holidays without the written permission of the Estate Manager 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 the Estate Manager at least one week prior to the private time activity.

b. *Breach*

As for 2.2.1 (b) above.

2.2.3 Watchman

a. *Description*

No employees will be allowed to remain on site during private time.

b. *Breach*

As for 2.2.1 (b) above.

2.3 Vehicle Sizes Allowed

a. *Description*

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Estate.

- (i) Only fixed axle design vehicles will be allowed. No "horse and trailers" will be allowed on the Estate without written permission from THE ASSOCIATION.
- (ii) Maximum length = 9.1m
- (iii) Maximum Width= 2.6m
- (iv) Maximum gross mass = 20,000kg
- (v) Maximum axle weight = 8,000kg

b. *Breach*

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

2.4 Deliveries to Contractors

2.4.1 General deliveries

a. *Description*

- (i) Contractors will at all times be responsible for the delivery personnel.
- (ii) All delivery times will be limited to public times as defined under 2.2 above.
- (iii) Size of delivery vehicles will be limited as defined under 2.3 above.
- (iv) Deliveries to the building site will take place only from the street frontage of the site where possible. The position of delivery points must be indicated on the site diagram, which must be submitted for approval in terms of 2.8 (iii) below.
- (v) The contractor has the responsibility of advising the entrance security staff in the morning of the details of the deliveries expected that day.
- (vi) The owner will be liable for penalties incurred by deliveries to his sites.
- (vii) No deliveries allowed if main contractor or representative are not on site.

b. *Breach*

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

2.4.2 Concrete/Brick deliveries

The delivery of concrete/bricks 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.

a. *Description*

Drivers of concrete/brick delivery vehicles must be briefed on this document.

b. *Breach*

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

c. *Description*

The washing off of any of the above delivery vehicles must take place within the confines of the building site and spillage and runoff contained on the site. Prior to ordering the concrete the building contractor must indicate on the site diagram submitted in terms of 2.8 (iii) below where this will occur. Under no circumstances may concrete be spilt onto the road surface and the owner will be held responsible for the repair to the road if this occurs.

d. *Breach*

The owner will be fined R500-00 per offence.

2.5 Storage Sheds/Huts

a. *Description*

The contractor will be allowed to erect storage 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 Estate Management in terms of item 3.8 (iii) below.

b. *Breach*

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

2.6 Security

a. *Description*

- (i) The development is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Estate during private times.
- (ii) Security personnel control access to the Estate and the contractor must at all times adhere to their security rules.
- (iii) Personnel and sub contractors of the contractor must at all times be in possession of an access pass, which will be issued by the contractor. The pass may only be valid for the period that the subcontractor is required to be on site and must be renewed monthly.
- (iv) Personnel must be transported by vehicle to the relevant sites and will not be allowed to walk from one area to another.
- (v) The Estate Security must sign in all contractor vehicles entering the Estate. These vehicles and personnel of the contractor will be subject to be searched by security staff on entering and exiting the Estate.

b. *Breach*

- (i) Any member of contractor's staff not adhering to this regulation will be removed from site.
- (ii) In addition the owner will be fined R150, 00 per transgression.
- (iii) The owner will be fined R 1000,00 for any personnel who are found walking from site to site on the Estate.

2.7 Traffic Controls

a. *Description*

- (i) For security and safety reasons the speed limit on the Estate for all contractors' vehicles is 30km/h.
- (ii) Each site will be allowed a maximum of two vehicles on the property so as not to cause disruption and damage to road verges.
- (iii) None of the contractor's vehicles entering the Estate will be allowed to be overloaded with material or personnel. No personnel will be allowed to hang on to any moving vehicle or other equipment.
- (iv) The contractor is responsible for all his employees, subcontractors and delivery vehicles to ensure adherence to these rules.

b. *Breach*

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

2.8 Roads and Road Verges

a. *Description*

- (i) Contractors must ensure that the road in front of their building site is at all times swept clean. This is to minimise 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) Building material will be stored on the building stand. Special permission may be obtained from THE ASSOCIATION to neatly store some material on the road verge directly in front of the building site.

b. *Breach*

- (i) The owner will be fined R 150,00 per day for un swept roads.

- (ii) The owner will be held financially and legally responsible for the damage to road surfaces and kerbs caused through his building operations.

2.9 Advertising

a. *Description*

- (i) The contractor or his sub-contractors may place no advertising material on the Estate.
- (ii) The contractor may place an approved builder's board on the stand for the duration of the construction period.
- (iii) Builder's boards must be removed no later than one month after the construction has been completed.

(b) *Breach*

- (i) Advertising material will be removed from the erf without notice.
- (iii) Any material held by management for more than 2 days will be discarded of.

2.10 Building Plan Controls

AS BUILT DRAWINGS WILL NOT BE ACCEPTED

a. *Description*

- (i) The building contractor must ensure that a copy of the signed approved building plan must at all times be on site available for inspection by the homeowner'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 THE ASSOCIATION;
 - (ii) Confirm the height of buildings with the THE ASSOCIATION;
 - (iii) Set out and confirm the form of driveway with the THE ASSOCIATION;
 - (iv) 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; the position for concrete delivery wash-off; and the position of deliveries.
- (iv) Before applying for the Occupation Certificate from the local authority a Clearance Certificate must be obtained from THE ASSOCIATION. This certificate must accompany the Occupation Certificate application to the local authority.
- (v) Please note that the electrical supply to the residence will only be connected on the presentation of the Occupation Certificate. THE ASSOCIATION reserves the right to have any connection made without a valid Occupation Certificate disconnected.

b. *Breach*

- (i) The contractor will be denied access to the Estate until the above documentation is in place.
- (ii) The contractor will be required to remove any structures that do not conform to approved plans.

2.11 General Controls

a. *Description*

- (i) One representative of each building contractor is expected to attend a monthly site meeting to discuss general issues relating to work on the estate.
- (ii) The contractor will be required to open all service connections before commencing with the construction of the home.
- (iii) Main contractor to have a representative on site during construction.

- b. **Breach**
The owner will be fined an amount of R250-00 for not attending the site co-ordination meetings.

3. **PAYMENT OF FINES**

a. **Description**

All monies owing to the Association must be paid on the first day of the month following the fine. All payments to be made to Atlantic Waves Homeowners Association. The owner remains responsible for all fines issued to the site and will be liable therefore.

b. **Breach**

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

c. **Banking Details**

ABSA Bank
Account Name: Atlantic Waves Homeowners Association
Bank Branch Code: 632005
Account Number : 4089478492

4. **GUIDELINES FOR CONTRACTORS**

- a. Contractors will become accredited once the contractor and the owner have:
- Signed the Code of Conduct approved by the officer (Estate Manager); and
 - Made the necessary deposits (R10 000 New Building & R5000 Alterations) to the Homeowners Association. (See banking details in 3 c above). **The payment reference must state that it is the building deposit and for which erf it is.**
 - R5 000 of the New Building Deposit will be refundable upon completion of the building provided that there has been no un-repaired damage to Association property.
 - The remaining R5000 of the New Building Deposit will be withheld as a contribution towards the costs of repairing unaccounted for damage to the roads and long term repair costs to the road network arising from construction vehicles.
 - The Alteration Deposit will be fully refundable upon completion provided that there has been no un-repaired damage to Association property.

- b. **Breach**
In the event of the owner failing to pay the building levy in time the contractor will be denied access onto the estate.

5. **LIABILITY OF OWNER**

- a. The owner of the property shall be liable for the due compliance of the builder as provided for in this agreement.

7 ACKNOWLEDGEMENT AND CERTIFICATE OF UNDERTAKING

Erf No: _____

Contractor: _____

Telephone: _____

Address: _____

Cell phone: _____

Email address: _____

_____ **NHBRC Reg No:** _____

Owner: _____

Telephone: _____

Address: _____

Cell phone: _____

Email address: _____

I/we, 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 Atlantic Waves Homeowners 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 Atlantic Waves Homeowners Association (hereinafter referred to as "The Contractor's Agents");
3. Irrevocably undertake to pay all fines and/or any of the fines levied by the Atlantic Waves Homeowners 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 which will be deducted from the building deposit on completion of the project. ;

4. Irrevocably indemnify and hold the Association and/or the individual owners of property comprising the Atlantic Waves 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 the Atlantic Waves Estate and/or any building operations being conducted by the contractor on the Atlantic waves 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 the Atlantic Waves Estate should the owner not pay any fine levied by the Association timeously.

Signed at _____ on this _____ day of _____

Contractor Signature

 Witness

Full Name: _____

Signed at _____ on this _____ day of _____

Owner Signature

 Witness

Full Names: _____

NEIGHBOURS 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. 	

