

DIGTEBY

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Digteby Home Owners Association

Policy for submission and approval of plans for buildings

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PREAMBLE

The purpose of this set of rules is to ensure a harmonious integration of residential living and building activities within Digteby Estate (“the estate”) with minimal impact upon the environment, residents and others. The estate has unique qualities as an upmarket, secure residential estate and in order to maintain aesthetics, standards, general appearance and security arrangements it is necessary that owners, builders, contractors and their subcontractors adhere to rules and regulations as determined by the estate from time to time.

Strict adherence to all aspects of the rules is required and expected at all times and in all respects. Penalties as specified in this document may be imposed by the estate in the event of non-compliance.

The contractor acknowledges that he is working in an environmentally sensitive development and agrees to conform to all environmental controls specified by the Digteby Estate Home Owners’ Association (“DHOA”) from time to time.

1. CODE OF CONDUCT AGREEMENT

The building contractor is a builder/contractor (“the contractor”) appointed by the owner (“the employer”) of an erf in the estate for the purpose of constructing a dwelling house and outbuildings (“the works”) on the employer’s erf. The building contractor hereby undertakes to comply with all health & safety regulations.

2. QUALIFICATION OF CONTRACTORS

- 2.1 Only contractors with adequate experience and who can satisfy the DHOA (in its sole and absolute discretion) of such prior experience will be allowed to build within the estate.
- 2.2 An owner builder who qualifies under 2.1, will be allowed to construct his own home.
- 2.3 All proposed houses have to be registered with the NHBRC prior to commencement of building work.

3. PRECONDITIONS

The following preconditions shall be complied with before any building activities may commence:-

- 3.1.1 A site meeting between the contractor and representatives of the HOA, must take place at least 5 days prior to commencement of building.

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3.1.2 Prior to the commencement of building, the contractor must set out the foundations for inspection and approval by the DHOA before casting concrete.

3.1.3 To cover possible expenses due to non-compliance with these and other estate rules, each owner builder / contractor will be required to pay a deposit of R6, 000 per building site to the DHOA before any building operations are allowed to commence.

The DHOA may in its sole and absolute discretion deduct amounts from this deposit to recover expenses incurred in respect of non-compliance with these or other rules. Should any deduction be made the owner builder / contractor will be obliged to restore the amount to R6 000. Any amount remaining after completion, will be refunded. The DHOA reserves the right to adjust these fees as and when necessary.

3.1.4 FEES AND CHARGES

Deposit (Damage to Estate Property)	R 6 000
Permanent Water Meter	R 1 700
Builders Board	R 1 200
Temporary/Permanent Electrical Connection	R 1 500
Inspection fee	R 1 000

3.1.5 The contractor must display the approved builder's board on the stand in a location directed by the DHOA for the duration of the construction period.

3.1.6 The DHOA reserves the right to adjust all of their fees and charges from time to time at their sole and absolute discretion.

3.1.7 Upon completion of the work, the Trustee Committee must release the building deposit to the member if they are satisfied that –

- The work has been performed properly in accordance with the approved building plans
- No damage has been effected to any of the Association's property as a result of such work; and
- no refuse, litter, rubble or other building waste material, or item has been left on a street, a private open space or any other erf, or has been dumped or washed away into the sewerage system.

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3.1.8 In the event of any damage, non-removal or dumping / washing away as aforesaid, the member must within fifteen (15) days of having been instructed to do so in writing by the Trustee Committee have the damage repaired and /

or the material or item removed and / or the sewerage system cleared, to the satisfaction of the Committee, failing which the Committee may have the

damage repaired and / or the material or item removed and / or the sewerage system cleared, and utilize the deposit to defray the cost of such work.

3.1.9 If the deposit is insufficient to cover the cost of repairing the damage and / or removal and / or sewerage system clearing, the member must within seven (7) days after having been instructed to do so in writing by the Trustee Committee pay the difference to the Committee.

4. COMPLIANCE WITH BUILDING PLANS / MATERIALS

4.1 If at any stage the Estate Manager has reasonable grounds for believing that work that has been performed or that is in progress may not be in compliance with the approved building plans, he may, after consultation with the member concerned, for the account of the member designate an appropriately qualified person to inspect the work for compliance and furnish him with a written report on the outcome of the inspection: Provided that the Estate Manager may instruct that work in progress be stopped pending the outcome of the inspection.

5. RESPONSIBILITY

5.1.1 Any person entering the Estate must comply with the systems and procedures relating to access control and other security measures that are from time to time implemented by the Trustee Committee, and must comply with the instructions of Estate Security and of the Estate Manager, and treat them in a co-operative and respectful manner.

5.1.2 Contractors are at all times responsible for their sub-contractors and employees, guests, invitees and agents while on the estate.

5.1.3 No delivery and or Sub contractor will be allowed on the Estate when a representative / project manager from the appointed contractor is not on site.

5.1.4 The contractor is also responsible for any person making deliveries to the site. Any damages caused by his own employees, sub-contractors employed by him or delivery vehicles delivering materials to his site will make him liable for the cost incurred in repairing such damage. Any damage to the estate including, but

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not limited to damage to kerbs, roads, street lights, distribution boxes, kiosks, plants, irrigation and/or damage to private property on the estate caused by the contractor, its subcontractors, agents, employees, guests or invitees, is the responsibility of the contractor. In addition, the contractor will be held responsible for any damage caused to common areas in the immediate surrounds of his erf to an extent to be determined by the DHOA in its sole and absolute discretion.

6. WATER AND ELECTRICITY

6.1.1 Temporary Installation:

The water meter (supplied by the DHOA), must be mounted on to a sturdy batten/pole structure. The water connection (polycop pipe on site), have to be connected to the meter and the builders tap on the other side before commencement of any work. The meter must be moved to its permanent position (on boundary wall) as soon as that part of the construction is completed. If the HOA should find the supplied meter broken or stolen without prior notification a penalty will be payable by the contractor. Penalty amount to be determined by the HOA. If meter is not replaced within the notice period determined by the HOA the water supply to the Erf concerned will be cut until a suitable meter has been fitted.

The electricity cable to each site, is provided by the estate however, a qualified electrician must be used to locate the cable. The owner's electrician has to supply a temporary DB board, complete with earth leakage, plugs etc. connected to the estate's cable. After completion of the above, the estate's maintenance manager can be contacted to switch on the power supply.

6.1.2 Permanent Installation:

The water meter has to be installed into the boundary wall, facing the outside of the erf. The HOA representative will determine the position of the meter.

The electricity meter has already been installed in a nearby kiosk. No additional preparation is needed other than the estate electrician being notified when the house is completed. All local authority regulations have to adhere to. A copy of the certificate of completion, have to be handed to the estate electrician on completion.

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7. BUILDING ACTIVITIES

7.1.1 Limits of building activity

All activities relating to the construction, must be confined within the boundaries of the erf upon which construction is taking place. This relates to location of staff, sitting of material, storage bins etc. If any material needs to be stored outside the erf boundaries, written permission must first be obtained from DHOA. Approval or refusal of such requested permission shall be solely in the discretion of DHOA.

7.1.2 Site presentation

The contractor will be expected to keep the appearance of his building site neat and tidy and free of litter at all times. The erf must be fenced off with shade netting and provided with controlled access points to prevent entry of unauthorized persons. The shade netting being used should be approved beforehand by the responsible HOA representative. Excess soil and plant material that results from levelling the erf, must be removed from the erf once excavation is completed. The street in front of the erf must be swept regularly. The erf must be cleaned at least once per week.

7.1.3 Fires

No fires will be allowed on any part of the estate, including the building site, without the prior written approval of DHOA.

7.1.4 Ablution facilities

Contractors must make adequate provision for temporary toilets for the use of their employees, and positioned on the site as directed by the DHOA in its sole and absolute discretion. Temporary toilets are always to be faced away from the road surface and neighbouring houses.

7.1.5 Spoil of excess material and building rubble

The contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble may be spoiled on the estate.

7.1.6 Work Affecting Security Fence and Structures

A contractor who works on a site bordering the security fence and structures must take care not to damage or tamper with such fence and structures, and may not do anything that may prevent the proper functioning of the Estate security system.

If it is required that part of the security fence and structures be removed or deactivated to enable work to be performed effectively and efficiently, the member or his contractor must inform the Estate Manager in good time, who will arrange for the removal or deactivation, and the subsequent reinstallation and activation, to be done for the account of the member.

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The Estate Manager may in his discretion for the account of the member deploy additional security while the fence and structures are removed or deactivated.

8. HOURS OF WORK

8.1.1 Public/Private time

Contractors may only be present on the estate during the public time, being:

- Monday – Thursday: 07:00 to 17:00
- Friday: 07:00 to 15:00

Private time hours are:

- Hours out of public time (listed above)
- Sundays and all public holidays
- BIFSA builder's holidays prescribed annually to their members
- Any other times determined by the DHOA

Permission to work during private times.

Contractors are not allowed on the estate during private times. In exceptional cases, written permission can be obtained from DHOA, in its sole and absolute discretion, to work during private time and such application must be submitted by our Admin Manager 3 days before work commences.

9. WATCHMEN

No watchmen are allowed.

10. VEHICLE SIZES ALLOWED

Due to the road surfacing and limited road widths and radius, the following restrictions are placed on any vehicle entering the estate:

- 10.1 No articulated truck with trailer will be allowed.
- 10.2 Vehicle weight restrictions will be determined at the sole and absolute discretion of DHOA.
- 10.3 A person wishing to effect a delivery / removal must proceed directly to the site concerned.
- 10.4 Deliveries / removals may be done only on the prescribed work days and during the prescribed work hours: Provided that the Estate Manager may on good cause shown, and subject to such conditions as he may determine, in a particular instance allow deliveries / removals outside the prescribed work hours.
- 10.5 Machinery, equipment and material delivered to the site may not be stored or remain on the street in front of the site, on a private open space, or on another erf.

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- 10.6 Machinery, equipment and material off-loaded in such a way that it encroaches onto a street, a private open space, or another erf must forthwith be moved onto the site.
- 10.7 **Brick deliveries** → Double-axle vehicles with a maximum of 6 pallets per load (3 000 bricks)
- 10.8 **Concrete / Cement deliveries** → Double-axle vehicles
- 10.9 **Sand / Stone / Other** → Only single-axle vehicles

11. DELIVERIES TO CONTRACTORS

11.1 General deliveries

- 11.1.1 Contractors will at all times be responsible for their delivery personnel.
- 11.1.2 All delivery times will be limited to public times as defined above.
- 11.1.3 Size of delivery vehicles will be limited as defined above.
- 11.1.4 Deliveries to the building site, will take place only from the street frontage of the site unless prior arrangements have been made with DHOA.
- 11.1.5 The contractor has the responsibility of advising the entrance security staff of deliveries.
- 11.1.6 All deliveries are to take place within the boundaries of the green shade netting placed around your site. Other materials will only be allowed to be placed elsewhere with the written approval from the DHOA.

11.2 Concrete deliveries

The delivery of concrete has the potential of causing severe damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. Drivers of concrete delivery vehicles must be made aware of environmental issues by the contractor.

11.3 Washing of concrete delivery vehicles

The washing of 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 spilled onto the road surface. The contractor will be held responsible for repairs to the road if this occurs.

12. STORAGE SHEDS/HUTS

The contractor will be permitted to place up to two 20 ft. shipping/freight containers within the boundaries of the erf. Only containers painted historic green will be permitted. Consent for the positioning of the container, must be obtained from DHOA which shall have absolute discretion in this regard.

13. SECURITY

- 13.1 The development is located in a secure and controlled environment and therefore (as stated above), no individual watchmen will be allowed on the estate during private times.

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- 13.2 The contractor must at all times adhere to the instructions of security personnel employed by the estate.
- 13.3 Personnel must be transported by vehicle to the relevant building sites and are confined to that particular site only. Personnel will not be allowed to walk from one site to another.
- 13.4 All contractor vehicles entering the estate, must have a clearance disc issued by the estate.
- 13.5 A person who has been issued with an Estate access tag or card may not allow it to be used by another person and must, in the event that he –
- arrives at the entrance gate without it, comply with any instructions of Estate Security and of the Estate Manager in order to gain entry;
 - loses it, forthwith report such loss to Estate Security, the Estate Manager or the Managing Agent for a replacement at the prescribed fee;
 - no longer is entitled to or requires it, hand it over to Estate Security, the Estate Manager.

14. TRAFFIC CONTROL

- 14.1 For security and safety reasons the speed limit on the estate for all contractors' vehicles is 30 km/h.
- 14.2 The contractor is responsible for ensuring that all his employees, subcontractors and delivery vehicles adhere to this limit.
- 14.3 A vehicle may not be operated on a street by a person who is not in possession of a valid driver's license.
- 14.4 A vehicle must at all times be operated with care and may not be operated anywhere other than on the streets.
- 14.5 The operator of a vehicle may not take a short cut over a traffic circle, a private open space or an undeveloped erf.
- 14.6 A vehicle that is not licensed, not roadworthy, produces excessive noise or smoke, or drips or spills lubricant or other fluid, or that in any other way may damage or deface the Association's property, may not be operated on a street or be parked or stood on a demarcated parking bay.
- 14.7 A vehicle may not be parked or stood on a street, but must be parked or stood on the erf of the member for whose purposes the vehicle is in the Estate, on the erf of another member with that member's explicit permission, or on a demarcated parking bay.
- 14.8 A vehicle may not be left unattended in such a manner that it may cause an obstruction to other street users or impede the flow of traffic, or occupies more than one demarcated parking bay.
- 14.9 No vehicle may be abandoned on the Estate: Provided that the Estate Manager may cause to be removed for the account of the owner or the person in control thereof a vehicle that in his discretion has been abandoned.

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15. GENERAL CONDUCT

- 15.1 A contractor may not deploy his own security personnel on the Estate.
- 15.2 A contractor must transport his employees to and from the site at which they are engaged.
- 15.3 A contractor may not use an electricity supply point, a water supply point or an ablution facility other than that provided on the site concerned
- 15.4 A person who enters the Estate for purposes of the work –
 - 15.4.1 may not bring any intoxicating substance into the Estate;
 - 15.4.2 must remain on the site at which he is engaged and may not loiter around on the Estate;
 - 15.4.3 may not use a street, a private open space or another erf as a resting place;
 - 15.4.4 may not indulge in conduct that, in the discretion of the HOA, is unbecoming, constitutes a nuisance or creates a disturbance.

16. BUILDING PLAN CONTROLS

- 16.1 The building contractor must ensure that a copy of the signed approved building plan is available on site at all times for inspection by DHOA's representative.
- 16.2 Any variations to the approved building plan must be submitted to DHOA for signed approval and may only be implemented once the approved variation is available to the contractor.

17. ROADS AND ROAD VERGES

- 17.1 Contractors must ensure that the road in front of their building site is swept clean at all times. This is to minimise damage and ensure longevity of the road surface.
- 17.2 Contractors must ensure that the kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.
- 17.3 Building material must be stored on the erf within the boundary laid out by the required green shade netting. Special permission may be obtained from the DHOA, in its sole and absolute discretion, to store material in the road reserve directly in front of the building site, or on other approved locations should the need arise.

18. ADVERTISING

Neither the contractor, nor his sub-contractors may place any advertising material on the site or the estate.

19. ELECTRICITY SUPPLY

The DHOA shall not be liable for damages, expenses or costs caused to residents for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity.

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20. BREACHES

- 20.1 In the event of any breaches of the Building Contractors Code of Conduct, the contractor or employer may be subject to a fine as determined by DHOA, but no less than R500 per offence committed, or such other sanction as DHOA sees fit to impose. Such other sanctions may include, but shall not be limited, to building stop orders. Any such action will be at the sole and absolute discretion of DHOA.
- 20.2 If in the discretion of the HOA representative any building contractor or any employee, or a person who makes a delivery / removal, is in breach of any of these Rules or any condition determined or instruction given hereunder, or a vehicle does not comply with any of these Rules, he may –
- refuse such person or vehicle entry into the Estate; or
 - instruct such person forthwith to leave the Estate; or
 - instruct such person forthwith to desist from conduct that is unbecoming, constitutes a nuisance or creates a disturbance; or
 - instruct such person to repair any damage and / or remove any material or item within the indicated period; or
 - instruct the owner, or the person in control thereof, to remove the vehicle from the Estate; or
 - impose the prescribed fine; or
 - apply more than one of the options mentioned.

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1. CONTRACTOR'S DETAILS AND DOMICILIUM

Contractor: _____

Contact Person: _____

Physical Address: _____

Postal Address: _____

E-mail: _____

Tel No: _____

Fax No: _____

Cell No: _____

Erf No: _____

2. EMPLOYER'S DETAILS AND DOMICILIUM

Employer: _____

Physical Address: _____

Postal Address: _____

E-mail: _____

Tel No: _____

Fax No: _____

Cell No: _____

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3. THE EMPLOYER'S RESPONSIBILITY

By its signature to this document, the employer agrees to co-operate fully with the contractor and with DHOA to ensure that the homeowners' association's rules and instructions are fully complied with. The employer accepts and acknowledges that it has nominated and employed the contractor and that the employer is jointly responsible to ensure that the contractor complies with the terms of this document and any other rules, regulations and directions of DHOA. The terms of this document shall supplement and operate in addition to any other rules, regulations, instructions or resolutions of DHOA.

Signed at on 20.....

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For and on behalf of the Contractor

Signed at on 20.....

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For and on behalf of the Owner / Employer