

# ADDENDUM H

## CODE OF CONDUCT AND UNDERTAKING RELATING TO RESIDENTIAL DESIGN AND CONSTRUCTION

The Welgelegen Home Owners Association (“WHOA”) hereby records its adoption of the following Code of Conduct in addition to the WELGELEGEN Guidelines for Residential Development (“WGRD”).

### 1. OBLIGATIONS OF OWNER, ARCHITECT AND CONTRACTOR

Owners, Architects and Contractors (including Sub Contractors) are obliged to comply with the conditions imposed in the WGRD and the Constitution of the WHOA, including conditions imposed by the Department of Environmental Affairs and Culture of the Western Cape Government and conditions imposed by the Local Authority in its approval of the WE.

### 2. OBJECTS

2.1 To control, regulate and ensure compliance with and the implementation of the obligations in Paragraph 1 above, including due consideration in respect of the following:

2.1.1 Environmental factors;

2.1.2 Minimising damage to the infrastructure, water quality and indigenous fauna and flora in, upon and adjacent to the WE, and the reinstatement of any damage or loss so caused;

2.1.3 Construction works are to take into account and respect the convenience and quality of life of other owners in the WE, and be carried out in an orderly and responsible manner in order to serve the best interests of the WE generally and the neighbours of the owner specifically.

### 3. UNDERTAKING

The Owner and Contractor, including Sub Contractors, hereby undertake and bind themselves jointly and severally to compliance with the aforesaid obligations and agree that the WHOA is authorised to apply such measures as it may consider necessary to ensure such compliance.

### 4. CONTRACTORS ADMINISTRATIVE OBLIGATIONS

The Contractor will not be allowed access to the WE for construction purposes until he has complied with his following obligations to the satisfaction of the WHOA:

- 4.1 The provisions of this Code of Conduct;
- 4.2 An on site inspection of the property with the WHOA;
- 4.3 Identification and rehabilitation of plant material completed and approved;
- 4.4 BUILDING / CONSTRUCTION PLANS
  - 4.4.1 Approval of such plans and specifications including any variation or amendments thereto, are subject to approval by the WHOA and the Local Authority.
  - 4.4.2 Construction of improvements on the property to be in strict accordance with the approved plan / specifications.
  - 4.4.3 A signed copy of the building / constructions plans and specifications approved by the Local Authority, a copy of this Code of Conduct and Undertaking signed by the Owner and Contractor, together with a written schedule specifying the construction commencement date and estimated completion date signed by the Contractor, must be handed to the WHOA prior to the construction commencement date.
  - 4.4.4 Construction works once commenced on site are to be constructed uninterrupted to the completion thereof, excluding vis major and compulsory holidays.

#### 4.5 INDUCTION COURSE

The Contractor, his sub contractor, and their employees shall, prior to the commencement of any work and/or installation of any equipment, fixtures and/or fittings of whatever nature on site, attend an Induction Course to familiarise such persons with the situation relating to the environment, access control, safety, traffic control and all other matters pertaining to the WE.

Such courses will be held at regular intervals as required, at the instance of and upon notice by the WHOA. The initial cost of the Course shall be R55 [FIFTY FIVE RAND] plus VAT per person, subject to revision by the WHOA, payable upon attendance by the Contractor. The attendance of the Course is compulsory and non attendance will debar such person from access to WE.

#### 4.6 IDENTIFICATION OF PERSONS AND VEHICLES

When entering and while on the WE, Contractors, Sub-contractors and their employees are required to wear on their person visible identification tags and construction, passenger and/or commercial vehicles used by Contractors, Sub-contractors and their employees shall, while such vehicles are within the boundaries of WE, display an identification access sticker on its windscreen. Failure to abide by these requirements will result in the person and/or vehicle being denied access to the WE and/or the site. The above tags and stickers will be supplied and issued by the WHOA, the cost whereof is included in the fee of the Induction Course. The above personal and vehicle identification system will be implemented, managed and controlled by the WHOA and replacement tags will be supplied at a cost of R50

[FIFTY RAND] (VAT inclusive) each, which amount may be revised from time to time at the sole discretion of the WHOA.

#### 4.7 INSURANCE

Prior to commencement of works on site the Contractor shall provide proof to the satisfaction of the WHOA that he holds current and adequate insurance cover under a Builders All Risks policy in respect of his construction operations and the improvements on site, including SASRIA, MVA, Third Party Liability cover, and Public Liability cover of a minimum amount of R2,000,000 [TWO MILLION RAND] per insured event.

#### 4.8 LABOUR

The Contractor is obliged to comply with the conditions relating to the regular provision of labour statistics and training requirements as determined by Competent Authorities and as required by the WHOA.

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 will apply to the construction of all improvements within the WE, and the WHOA will not be responsible for any design or construction defects which may affect the safety or structural integrity of any improvements within the WE, or due to non compliance with NBR or NHBRC requirements.

#### 4.9 DEPOSITS

4.9.1 The Owner shall pay a Builders Deposit of R15,000 [FIFTEEN THOUSAND RAND] to the WHOA in respect of liability for possible damage to the WE township services and the private roadways and private open spaces during construction. A 10% road maintenance levy will be deducted from this deposit and will be paid into a road maintenance fund.

4.9.2 The Building Contractor shall pay a Contractor's Deposit of R15,000 [FIFTEEN THOUSAND RAND] to the WHOA in respect of liability for possible damages outlined in 4.9.1. No levy is applicable to this deposit.

4.9.2 The deposits (minus the 10% road maintenance levy applicable to the Owner's Builders Deposit), or any balance thereof, shall be repaid to the Owner and the Contractor on completion of the works after due assessment by a representative of the WHOA of the following:

4.9.2.1 Repair of damages (if applicable) to WE property or unpaid fines. The costs of repair of damages or fines will be deducted from the deposits and if the deposits are less than the claim, the shortfall will be payable by the Owner who will not be given a WHOA Clearance certificate until any shortfall is paid. Damages to roads and infrastructure will be carried out by a contractor appointed by the WHOA and not by the owner's building contractor.

4.9.2.2 Confirmation that the completed works conform to the final approval building plans.

4.9.2.3 The Builders Deposit will remain in effect until the Completion Certificate in terms of Paragraph 6 is issued.

## 5. CONTRACTORS OBLIGATIONS UPON COMMENCEMENT OF CONSTRUCTION

### 5.1 FENCING

Building sites must be secured and fenced, in accordance with the following specifications, and/or as amplified and/or amended by the WHOA from time to time:

5.1.1 The street front and other boundaries of the site to be fenced with shade cloth material (Black) – minimum 60% transparency to a height of 1,8 metres, unless it is adjacent to a completed building with an existing boundary wall. A boundary adjacent to a completed dwelling without a boundary wall must be screened to a height of 1,8 metres. Fencing is to be constructed in a manner that will last for the duration of the construction period and include enclosure of temporary haulage roads or other access used by the Contractor.

5.1.2 Silt fences according to environmental regulations are to be erected as per the Welgelegen Guidelines.

5.1.3 Fences and screens must be properly maintained to the satisfaction of the WHOA for the duration of the construction period.

5.1.4 The Contractor is required to conform with Health and Safety requirements in terms of the Occupational Health and Safety Act of 1993, (Construction Regulations 2003).

### 5.2 DUST AND EROSION CONTROL

5.2.1 Since all areas of the WE are planted and/or seeded and/or covered with bark chips to ensure vegetation cover, the Contractor is obliged to implement appropriate measures, to the satisfaction of the WHOA, to minimize damage to vegetation and the generation of dust or wind blown sand in open areas of the WE arising from construction works on the site.

5.2.2 For the duration of the construction period the Contractor undertakes to effect adequate measures to prevent soil erosion by waste or storm water in, on or around the site on which improvements are being constructed, will not allow the drainage of storm water into waterways on the WE and is responsible for the provision and maintenance of adequate protection against erosion damage.

5.2.3 Failure by the Contractor to comply with the provisions of Paragraph 5.2.2 above within 24 hours of notice from the WHOA to do so, will entitle the WHOA to employ an independent contractor to effect and install the necessary and required measures at the cost of the Contractor, such costs to be paid before the Contractor and his employees will be allowed access to the site.

### 5.3 EXCAVATION

Excavation or filling on site may not be undertaken without the submission of a detailed plan thereof to the WHOA for its written approval. Excavations for foundations and walls adjoining paved roadways and sidewalks must be supported during excavation and damage caused to such roadways/sidewalks must be restored by the Contractor immediately. Foundations are to be certified by a Structural Engineer, and excavations, back filling or trenches outside the site boundary are not permitted without the prior written consent of the WHOA.

### 5.4 MUNICIPAL SERVICES

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

### 5.5 WATER

The Contractor will obtain water for the work to be undertaken on site from the Municipal water connection thereto. Application for such connection is to be made to the Local Authority and the Contractor may not interfere with any existing water supply to the WE.

### 5.6 SEWERAGE SYSTEM

The Contractor is required, at his or the Owners cost, to connect the improvements on site to the Municipal sewerage connection provided, which connection may not take place until completion of construction, and is to be effected under the supervision of the WHOA. Building material, rubble, contaminated water or rubbish may not be allowed to enter the sewage system.

### 5.7 STORMWATER SYSTEM

The Contractor may not dispose of any building material, contaminated water, rubble, rubbish, wash paint or cement based products, into the storm water system or on to the landscaped and paved areas in the WE. The Contractor undertakes to ensure that no waste or contaminated water is permitted to run towards or into the waterways within or around the WE.

### 5.8 ABLUTION AND SANITATION FACILITIES

5.8.1 Prior to commencement of the construction of improvements and throughout the duration of the work, the Contractor shall provide a suitable number of properly operational toilets on site, the entrances whereof must be screened from view by a barrier constructed from 90% black cloth, and shall ensure that such facilities are at all times maintained in a clean, hygienic and neat condition; and shall provide water and/or washing facilities for employees on site which may not be extracted from WE waterways for this purpose. The Contractor shall ensure that no waste water whatsoever enters the WE waterways.

5.8.2 The use of the WE's water borne sewage systems is forbidden, and a worker, or employee of the Contractor/Sub contractor(s) or invitee(s) found doing ablutions in any area other than the supplied toilet, will be fined and upon request by the WHOA removed from the site by the Contractor and be permanently barred from returning.

#### 5.9 STORAGE SHEDS / SITE HUTS

5.9.1 Temporary sheds or huts of galvanized iron or timber and of a neat appearance and shipping containers are allowed on site for storage of supplies and use as offices.

5.9.2 No other structures are permitted on site unless they appear on the building/construction plans referred to above, and the WHOA may instruct the Contractor to remove any storage shed, site hut, office or store that in its opinion is untidy or dilapidated, and if the Contractor fails to remove such storage shed, site hut, office or store forthwith to the satisfaction of the WHOA, it may instruct an independent party to remove the structure at the Contractor's cost in which event the Contractor will be denied access to the site until such costs have been paid.

#### 5.10 REFUSE CONTAINERS AND REMOVALS

5.10.1 Refuse must be collected daily and deposited in a container, supplied by the Contractor at his cost, which must be of a design approved by the WHOA and have a secure lid of such nature that it cannot be overturned or that refuse can escape from it. Containers are to be regularly emptied and cleaned and empty cement bags, plastic, loose material and rubble must be removed from the site so as not to contaminate the WE and its natural water courses and to ensure that the site is kept neat and free of litter or other unsightly waste.

5.10.2 Burning of litter or open fires and the dumping of building material or rubble on any portion of the WE are not permitted, and the Contractor is required to make his own arrangements for disposal of such materials at a spoil site outside the WE.

5.10.3 Failure by the Contractor to comply with his obligations in Paragraph 5.10.1 above will entitle the WHOA to have the site cleaned and/or rubble removed at the Contractors cost; non compliance with the provisions of Paragraph 5.10.2 above will result in the Contractor being fined R1000 [ONE THOUSAND RAND] per offence, in which events the Contractors will be denied access to the site and the WE until such costs and/or fine has been paid.

#### 5.11 SURVEY BEACONS

Prior to commencement of construction on site the Contractor shall obtain a Beacon Certificate from the project Land Surveyors to identify and certify the location of the boundary pegs and the position of the proposed improvements in relation to the boundary lines. The Contractor is responsible for maintaining the boundary pegs, and for the relocation thereof by the above Land Surveyors at his cost if such pegs are damaged or disturbed.

## 5.12 SIGNAGE

The Contractor is permitted to erect at his cost, a single signboard on site which complies with the Architectural Guide and the WHOA's requirements, which board shall be removed on conclusion of the construction operations.

## 5.13 VEHICLES

The vehicle size allowed on the WE roads, other than public access roads, shall be:

5.13.1 Maximum overall length <9 metres;

5.13.2 Maximum distance between front and rear axles <6 metres; Maximum axle load to conform with the National Road Ordinance Act.

5.13.3 No Bell Dumper, or equivalent equipment, will be allowed on WE roads.

## 6. COMPLETION CERTIFICATE

Upon completion of construction of the improvements on site the WHOA will upon request furnish the Contractor/ Owner with a Completion Certificate, provided that the Contractor and/or Owner have to the satisfaction of the WHOA, complied with all requirements and/or obligations imposed in this Code of Conduct and in the documents referred to in Paragraph 1 above.

## 7. WORKING AND DELIVERY OF MATERIALS HOURS

### Working and Delivery Hours

Monday to Friday	-	07h00 – 18h00
Saturday	-	07h00 – 15h00
Sunday	-	None
Public Holiday	-	None

## 8. CONFIRMATION

8.1 The Contractor and Owner hereby confirm that they have read and understood the conditions imposed by this Code of Conduct and the related documents and Statutory Requirements referred to therein and that they undertake to abide by these conditions.

8.2 Failure to comply with any of the aforesaid conditions will result in the Contractor and/or Owner being fined in accordance with the Schedule in Paragraph 9 hereunder.

## 9. SCHEDULE OF FINES

Fines in accordance with the undermentioned Schedule may be imposed by the WHOA and are to be paid to the WHOA within 7 days, failing which the Contractor and/or his employees may be denied access to the WE. The following Schedule is an indication of fines which may be levied and may be increased at the discretion of the WHOA depending on the severity of the offence. Second and subsequent offences will result in a further increase of the fine. Fines for offences not indicated

below can be imposed at the sole discretion of the WHOA. Fines are imposed in addition to any remedial costs incurred.

Nature of offence	1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence
Individual walking outside demarcated boundaries or within no-go areas	100	200
Operating plant outside the boundaries of the site	100	1,000
Oil leaks of plant or machinery	100	1,000
Washing of paint brushes in an uncontrolled manner	200	1,000
Discharge of cement or concrete in an uncontrolled manner	1,000	2,000
Spillage of materials	1,000	2,000
Littering	100	1,000
Failure to erect silt fencing	500	1,000
Individual not using ablution facilities	150	1,000
Individual causing damage to fauna and flora	1,000	2,000
Injuring or killing wild life	1,000	2,000
Erosion	Dependant on Severity	
Dumping	1,000	2,000
Speeding or reckless driving	250	500
Parking on roadway or causing obstruction	100	200
Unnecessary noise or unsocial behaviour	100	200
Workers not registered to work on site	1,000	2,000
Illegal immigrant working on site and improper use of access cards/identification	1,000	2,000
Not having written permission to work after hours	250	1,000
Un-roadworthy vehicle/overloading of vehicles	500	1,000
Consumption of alcohol or drugs	1,000 + removal	
Breach of Code of Conduct	Dependant on severity	



**ANNEXURE "A"**

Erf No. \_\_\_\_\_

Estimated Construction Start Date: \_\_\_\_\_

Estimated Construction Completion Date: \_\_\_\_\_

Developer: \_\_\_\_\_  
Domicilium: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Telephone: \_\_\_\_\_

WHOA: \_\_\_\_\_  
Domicilium: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Tel: \_\_\_\_\_

OWNER: \_\_\_\_\_  
Domicilium: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Tel: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
Domicilium: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Tel: \_\_\_\_\_

DESIGN PROFESSIONAL:

\_\_\_\_\_

Domicilium:  
Facsimile:  
Tel:

PROJECT MANAGER/  
DESIGNATED REPRESENTATIVE

Domicilium:  
Facsimile:  
Tel:  
Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2009 at \_\_\_\_\_

1. \_\_\_\_\_  
Owner - Name

2. \_\_\_\_\_  
Owner – Signature

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2009 at \_\_\_\_\_

1. \_\_\_\_\_  
Contractor - Name

2. \_\_\_\_\_  
Contractor - Signature

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2009 at \_\_\_\_\_

1. \_\_\_\_\_  
Design Professional - Name

2. \_\_\_\_\_  
Design Professional - Signature

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2009 at \_\_\_\_\_

1. \_\_\_\_\_  
Owners Representative - Name

2. \_\_\_\_\_

Owners Representative - Signature

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2009 at \_\_\_\_\_

\_\_\_\_\_  
WELGELEGEN HOME OWNERS ASSOCIATION