

# *GOLF VIEW HOME OWNERS ASSOCIATION*

---

## ***BUILDERS CODE OF CONDUCT***

(As approved on 08 June 2011 and applicable on ALL building activities with immediate effect)

In order to ensure that all construction activity at Golf View proceeds in an orderly manner, with the least possible disruption to other residence owners, certain conditions have been adopted.

These conditions relate specifically to building contractor activity and are binding on all owners. It is the responsibility of owners to ensure that their building contractor is made aware of the conditions and complies strictly with them. The conditions set out below are to be included in any building contract concluded at Golf View.

**If it becomes apparent that a contractor is not following the conditions, the Golf View Home Owners Association has the right to immediately suspend building activity and accepts no liability for any losses sustained by the owner as a result of this action.**

**The HOA will appoint a building inspector that will monitor the building process from start to finish.**

The following conditions will apply:

**1. PRE-CONDITIONS**

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

**1.1 Building plans to be approved by the Golf View HOA and Local Authority – R 1500 – excl VAT - plan scrutiny fee paid to the appointed Architect for individual stands.**

**The fee for DEVELOPMENT STANDS will be determined on consultation with the Estate Architect.**

**1.2 Set of approved building plans to be kept on site at all times;**

**1.3 Sidewalk deposit to be paid to the HOA – R 5000; DEVELOPMENT STANDS will be determined with plan approval.**

**1.4 Builders deposit to be paid to the HOA – R 5000; DEVELOPMENT STANDS will be determined with plan approval**

**1.5 Building inspector fee paid to the HOA – R 3000; DEVELOPMENT STANDS will be determined with plan approval**

**1.6 All levies to the HOA to be paid up to date.**

**1.7 Water connection to be obtained;**

**1.8 Electrical connection to be obtained;**

- 1.9 **Payments to be made to –**  
**GOLF VIEW HOA – NED bank – Nelspruit –**  
**Branch code – 146-805**  
**Account nr - 146 8110 586**

2. **ENTRY AND EXIT**

Only approved vehicles with temporary access tokens will be permitted to enter the estate. Contractors and their workers may enter or leave the estate only through the main gate and by vehicle only. **Workers on foot will not be permitted entry or to walk outside the boundaries of the building site.** Drivers of vehicles are responsible and accountable for the activities and behaviour of all occupants of the vehicle. **All construction personnel will be subjected to the security measures of Golf View. No worker without legal documents will be allowed.**

3. **WORKING HOURS**

Contractor activity is **permitted from 07h00 to 17h00 on weekdays and from 07h00 to 15h00 on Saturdays. Construction work will not be permitted on Sundays and Public Holidays.**

4. **ENCROACHMENT**

No contractor shall be allowed to encroach any other site or any public area or pavement area for building operations, without prior permission being obtained by the Golf View HOA. Permission will only be granted in exceptional circumstances.

5. **LIMITS OF BUILDING ACTIVITY**

All activities relating to the house construction must be confined within the erf boundary, where construction is taking place. This relates to location of staff, sighting of material, storage bins etc. **A 1.8 high post and wire and 80% green shade cloth fence will be required to be erected on the erf boundaries abutting the street fronts and adjacent to developed stands.** It will be the responsibility of the contractor to ensure that this fence be kept well maintained and in place and that his personnel remain within the fenced area at all times.

6. **ABLUTION FACILITIES**

Before any activities commence, **an adequate chemical disposal toilet or a toilet properly connected to the sewer system and properly secured** must be erected within the site boundaries and out of sight of neighbouring sites. **Anyone found not using proper toilet facilities will be evicted.**

7. **STORAGE FACILITIES**

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 approved building plans.

8. **ADVERTISING BOARDS**

No advertising boards will be allowed outside the perimeter fence or outside the perimeter of each building site.

9. **DISPOSAL OF RUBBISH AND FIRES**

Before building operation commences, suitable containers for the ongoing accumulation of litter, plastic bags, cement bags etc. must be placed on the site. The containers must be emptied and the contents be removed from the estate at appropriate intervals. Burning of rubbish and open fires generally is not permitted under any circumstances. Fires made for cooking purposes must be in receptacles, which will contain the fire and not endanger the surrounding grass or the environment and such fires must be properly extinguished after they have served their purpose. A suitable fire extinguisher shall be kept on each building site.

10. **DISPOSAL OF RUBBLE AND FILL**

During building operations rubble and fill arising from building activities must be accumulated within the boundaries of the site and must be removed at appropriate intervals.

11. **STAFF ACCOMODATION**

**No staff accommodation will be permitted on site.**

All construction personnel are to leave the estate at the end of each working day.

**Only ACS guards to be used** should security guards be required on a building site.

12. **VEHICLE SIZES ALLOWED**

- Only vehicles that can easily enter and leave the complex and are capable to turn inside the complex without damaging the road or kerbs will be allowed.
- Owners will be held responsible for damages incurred by vehicles.

13. **DELIVERIES**

Deliveries from suppliers must be scheduled during hours prescribed in clause 3 only. Delivery vehicles will not be allowed entry after 16h00 if they are unlikely to be in a position to exit before 17h00 on weekdays or after 14h00 if they are unlikely to be in position to exit before 15h00 on Saturdays.

14. **SPEED LIMITS**

The maximum speed at which vehicles may be driven on the estate is 15km/h. Only licensed drivers are permitted to drive vehicles on the estate.

**15. CLEANING OF VEHICLES**

No washing or cleaning of vehicles on the site or within the boundaries of the estate will be allowed. Vehicles spilling oil or other substances are not allowed within the estate. Owners / contractors will be responsible for the immediate cleaning of such spillage as well as the repair and/or replacement of roads, kerbs or other paving bricks permanently damaged.

**16. ROADS AND ROAD VERGES**

The contractor shall be responsible for any damages to roads, kerbs or road verges within the estate. Contractors must therefore ensure that the kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.

Contractors must also ensure that the road in front of their building site is at all times swept clean. This is to minimize damage and ensure longevity of the road surface.

**Owners shall pay to the Golf View HOA a roadside deposit of R5, 000.00 and a photograph of the entire pavement area before the commencement of any building operations.**

**17. SITE SAFETY**

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

**18. NOISE**

All noise on the site and within the estate must be kept to a minimum. Where objections to excessive noise are lodge by nearby residents, the Golf View HOA will take appropriate action.

**19. PROTECTION OF TREES AND WILDLIFE**

Any person disturbing, harming or destroying any animal, reptile or bird, or setting any traps or snares will be summarily evicted from Golf View.

Contractors and owners must take care to protect all indigenous trees on their sites as far as possible.

No damage to any trees outside a building site and within the estate or within the immediate vicinity of the estate will be allowed.

**The environmental management plan, which forms an Annexure to the Deed of Sale, must be brought to the attention of the contractor, by the owner and the contractor will at all times be obliged to adhere to the contents thereof.**

**20. UNDESIRABLE CONDUCT**

The contractor will be responsible for the conduct of his employees at all times. The owner / contractor will adhere to the rules set out in this code of conduct at all times. The Golf View HOA will take immediate action to deal

with unacceptable conduct. **This will include the termination of building activities until such time as the position has been rectified, as well as the levying of a penalty to the maximum amount of R1, 000 per event for any contravention of this code.**

**21. DEPOSITS**

**SIDEWALK DEPOSIT – SINGLE STANDS**

To cover possible expenses due to non-compliance of the above stipulations, **each owner/building contractor will be required to pay a deposit of R5 000 per building site to the Golf View HOA before any building operations are allowed to commence. 50 % will be refundable if the owner proof, [by means of photographs](#), that the roadside has been repaired.** The remainder of the deposit will be used by the Golf View HOA to repair any damage to kerbs and roads once building activities are completed.

**SIDEWALK DEPOSIT – DEVELOPMENT STANDS**

**A sidewalk deposit will be calculated once the Development plan has been submitted to the HOA. 50 % will be refundable if the owner proof, [by means of photographs](#), that the roadside has been repaired.** The same conditions as for single stands will apply.

**BUILDERS DEPOSIT – SINGLE STANDS**

**A builder's deposit of R 5000 per building site will be required to assure the HOA that building activities will be done in accordance with the rules. Fines will be deducted from the deposit. The balance of the deposit will be paid back if the Inspector is satisfied with the completion of all building activities – Completion Certificate.**

**BUILDERS DEPOSIT – DEVELOPMENT STANDS**

**A builders deposit will be calculated once the Development plan has been submitted to the HOA. The same conditions as for single stands will apply.**

**22. SECURITY**

- 22.1 Each contractor must provide his personnel with an **identifiable security access token. No persons without a security token will be allowed on the estate or to enter into the estate.**
- 22.2 Each contractor shall take responsibility of the security conduct of all the drivers and co-drivers doing the deliveries for his specific project.
- 22.3 No employees, workers or subcontractors will be allowed to wonder from one site to any other site or any other part of the Golf View or public areas.

22.4 Each contractor will provide the Security Company with a list of names of his employees together with a copy of the identity document of each employee, before any work on site may be started with.

**23. FURTHER CONDITIONS**

The HOA reserves the right to issue further conditions or controls from time to time in the form of written notification as deemed necessary. This will include changing DEPOSIT AMOUNTS and SECURITY MEASURES if necessary.

**24. CONTRACTORS DETAILS AND DOMICILIUM**

Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Cell No \_\_\_\_\_

Fax No.: \_\_\_\_\_ ERF No \_\_\_\_\_

**25. OWNER'S DETAILS AND DOMICILIUM**

Owner: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Cell No \_\_\_\_\_

**26. ARCHITECT'S DETAILS AND DOMICILIUM**

Architect: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Cell No \_\_\_\_\_

Fax No.: \_\_\_\_\_ ERF No \_\_\_\_\_

**27. UNDERTAKING**

By their signatures hereto the owner and main contractor acknowledge that they understand the contents of this document and agree to be bound by its provisions and by those conditions and/or amendments to its provisions, which may be introduced from time to time.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_.

**AS WITNESSESS:**

1. \_\_\_\_\_

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

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_.

**AS WITNESSESS:**

1. \_\_\_\_\_

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