



BUILDERS CODE OF CONDUCT

BUILDING CONTRACTOR NAME

.....

OWNER / EMPLOYER NAME

.....

STAND NUMBER

.....

PREAMBLE

The purpose of this set of rules is to ensure a harmonious integration of residential living and building activities within the ESTATE with minimal impact upon the environment, residents and others. The estate has unique qualities as an up-market secured 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 always expected in all respects. Penalties may be imposed by the Estate in the event of non-compliance. It is recorded that the signatories to this document may not alter anything contained herein.

Construction Activities: Conduct rules for building contractors, sub-contractors and suppliers, operating within the eye of the Africa homeowners' association.

- A BUILDING CONTRACTOR WILL QUALIFY REGISTRATION ONLY IF HE/SHE CAN FURNISH PROOF TO THE MANAGEMENT THAT HE/SHE IS REGISTERED WITH THE NHBRC AND IS A MEMBER OF THE MBA.

Building Levy

- A monthly Building Levy is payable from the date construction started until completion of the house. 50% thereof will go towards a Street Maintenance Reserve and the other 50% will be utilized to monitor and regulate building activities during the construction phase and to ensure architectural compliance with approved plans. As the building within the residential estate will be constructed over a lengthy time, the following rules have been formulated for the benefit of residents.

The owner / builder is to meet on site with Building Control before any work starts to identify pegs, services, conditions of the site and adjacent areas, etc.

The name of the original Land Surveyor for the Development is William Roth, and he can be reached on 082 800 8992 or 012 6632 070.

Owners and Contractors may use any Land Surveyor of their choice.

1 CONDITIONS FOR PERMISSION TO COMMENCE BUILDING ACTIVITIES.

- 1.1 For site handover and construction commencement requirements see annexure B, C D, E, F, G, H
- 1.2 The contractor acknowledges he is aware that the Estate is a security Estate and will always adhere to the security regulation and controls and agrees to co-operate with the HOA in the interest of maintaining security on the Estate.
- 1.3 Detailed procedures will be made available by the HOA to Contractors that will include security measures for authorized access and identification of vehicles and all personnel.
- 1.4 As improvements to the security and the access controls are ongoing, these procedures will be reviewed from time to time.
- 1.5 Construction will be limited from Monday to Friday 07H00 to 17H30, and Saturdays from 07H00 – 13H00. No construction will be permitted on Sundays, public holidays nor during the period from 16 December to 15 January (both days included)
- 1.6 No workers will be allowed to sleep overnight on site. No employee may remain on the house site to “guard” the building. Contractors may negotiate with the HOA’s appointed security company for this service, if required
- 1.7 The Architectural Review Committee and MIDVAAL Council must have approved the building plans.

- 1.8 A water connection must be obtained from MIDVAAL Council.
- 1.9 Sanitary (Chemical toilet only) and drinking water facilities must be provided on the building site.
- 1.10 The Estate will provide a uniform builders board that must be erected in a position and to a standard approved by the Management. The cost of the board will be for the owner / contractor.
- 1.11 Screening of Building Site:

All sites must be screened by the owner/builder.

NB- IF THE INSTALLATION IS NOT AS PER THE BELOW STANDART, YOU WILL BE REQUESTED TO REDO THE ENTIRE SCREENING

The builder will be permitted to clear the stand prior to the screening thereof.

All excess soil, tree stumps and debris from clearing the stand must be removed within 5 working days from clearing the stand. Prior to any foundations being dug the owner / builder will screen the site as per the approved standard specified below:

Netting

- The timeous installation of green netting to shade out building activity is required ahead of any construction on a stand which has been handed over from the HOA.
- Netting should preferably be erected the moment the stand has been cleared, and all the spoils has been removed. This must be installed ahead of digging and pouring foundations.
- Green shade netting.
- 80% shade quality.
- 1.8M in height

Gumpoles

- Treated with CCA.
- Width between 75mm and 100mm.
- All Corner and Strengthening posts must be 2mm steel posts at 100mm thick.
- Height of 2.4M. (1.8M above ground)

Gate

- 2 x gates which are 1.8M high by 2M in width. Total of 4Meters
- Gates to comply with Farms Style entry gates.
- Gates to be covered by Diamond mesh as well as shade netting.

Installation

- All corner posts and gate posts are to be strengthened by Stays.
- All poles and stays to be concreted in place.
- No more than 4M distance between poles.
- All poles are to be planted in no less than 400mm concrete.
- Four lines of staining wire are to be added to the outside of the poles.
- Straining wire to be installed by a straining machine.

- Netting to be installed against the straining wire with binding wire, bonded every 100mm. String bonding is preferred.

Example Stand 2043, situated on the C/O Eye of Africa drive and Inyati streets can be viewed.

2. CONDITIONS DURING BUILDING PERIOD

- 2.1 A Building Contractor must ensure that building activities are performed in such a manner that no damage is caused to neighboring properties and as little disturbance and inconvenience as possible to neighbors and other occupants.
- 2.2 If building activities take place adjacent to an existing dwelling, the Building Contractor must make every effort to respect the privacy of the neighbors.
- 2.3 A Building Contractor and his/her employees may be present in the Estate only during the following hours:
- | | |
|---------------|-------------|
| MONDAY-FRIDAY | 07:00-17:30 |
| SATURDAY | 07:00-13:00 |
- 2.4 Employees may not roam about the Estate but may only be on the building site for which they are registered. A spot fine of R250.00 will be levied against the builder per incident.
- 2.5 Employee's may not use any Private Open Space or common facility in the Estate as a resting place. A spot fine of R300.00 will be levied against the builder per incident.
- 2.6 No liquor is permitted on any building site in the Estate at any time.
- 2.7 Employees may use only the sanitary and drinking water facilities on site and no other facilities, and sanitary waste must be removed weekly.
- 2.8 No open fires may be lit on the building site.
- 2.9 All machinery, equipment and material must always be kept within the screened area or within the erected boundary walls. A spot fine of R500 will be issued to the Contractor and access will be denied until the breach is remedied and the fine paid.
- 2.10 A Building Contractor must ensure that the kerb, sidewalk, and street in front of the building site concerned are adequately protected from damage by the building activities and that the street is at all times swept clean. Sand and building rubble washed away or moved onto the sidewalk, into the street or onto a Private Open Space must be cleaned forthwith.
- 2.11 A wire mesh cage, capable of containing refuse and litter, must be provided on site. Refuse and litter must be removed weekly before 15h00 on a Friday, if not a fine of R1000.00 will be imposed incrementing weekly should persistent infringements occur.
- 2.12 A zero tolerance attitude will prevail to ensure that chaos will not ensue because of noncompliance by the Building Contractor(s).

- 2.13 Persistent infringements of the rules will result in the building site being closed until a "Good Behavior Deposit" of R 5 000 has been paid. Any further infringements will lead to the Building Contractor forfeiting this deposit and having to pay another good behavior Deposit.
- 2.14 A R5 000 fine will apply to the Building Contractor for illegal dumping anywhere on the estate.
- 2.15 A R5 000 fine will apply to the Owner for any deviation from the approved building plan and all construction will be stopped until revised plans are submitted and approved.
- 2.16 An owner occupying any house or unit without a valid temporary or permanent occupation certificate issued by MIDVAAL council, will be fined R 5000,00 per month.

3. STORAGE SHEDS / HUTS.

- 3.1 A Building Contractor may erect storage sheds/huts within the boundaries of the building site and to a maximum height of 2.4m.
- 3.2 The position of such structures must be indicated on a building site diagram, which must be submitted to the Management for approval before erection thereof.

4. CONSTRUCTION VEHICLES AND DELIVERY RESTRICTIONS.

4.1 The following restrictions apply to construction / delivery vehicles allowed into the Estate:

- 4.1.1 Only non-articulated vehicles without trailers of the following specifications are allowed:

Maximum load = 5 000 bricks / 10 cubed meters of sand

Maximum length = 9.1m

Maximum width = 2.6m

Maximum gross mass = 20,000 kg

Maximum axle weight = 8,000 kg

All construction / delivery vehicles are to use the contractor's gate as none of the aforesaid vehicles will be allowed access through the main gates.

- 4.1.2 Only roadworthy, licensed vehicles will be allowed on the Estate.
 - 4.1.3 Drivers must use the street and may not take a short cut over other erven or any Private Open Space.
 - 4.1.4 Vehicles may not be left unattended in such a position that they may cause an obstruction to other road users.
 - 4.1.5 Vehicles may not be parked on Private Open Spaces or private properties without the prior consent of Management, or the occupant concerned.
- 4.2 The following general conditions apply to deliveries to a building site:

- 4.2.1 The Building Contractor is always responsible for delivery vehicles and delivery personnel.
- 4.2.2 Deliveries to the building site may take place only from the street frontage of the building site.
- 4.2.3 Deliveries may take place only during normal working hours and on normal working days. No deliveries will be allowed on Saturdays or after 15h00 on Fridays.
- 4.3 The following additional specific conditions apply to concrete deliveries to a building site:
 - 4.3.1 Concrete delivery vehicles may only be washed on the building site concerned and spillage and run-off must be contained on that site.
 - 4.3.2 Concrete may not under any circumstances be spilt onto sidewalks, streets or Private Open Spaces. All spilt concrete must be removed immediately.
 - 4.3.3 Concrete delivery trucks must have a concrete sock to prevent concrete from spilling on the road. No deliveries will be allowed without it.

5. DISCIPLINE

- 5.1 The contractor is responsible for the discipline of his labor, sub-contract labor and delivery personnel on site.
- 5.2 Labourers are not permitted to walk between the construction site and the entrance / exit gates. Labourers will remain on the site where they are busy constructing and will not be allowed to move between construction sites on the Estate.
- 5.3 No vehicles will be allowed to cross any part of the green areas, or parkland, or to deviate from roads or recognized road route. Any vehicle contravening this rule will attract a spot fine, be liable for instant removal from the site and liable for damages sustained.
- 5.4 Vehicles with mechanical legs on trailers must use protection for possible road surface damage.
- 5.5 Any dispute between the contractor and his/her employees must be settled outside the boundaries of the Estate.
- 5.6 If any employee is found disturbing or endangering the animal, fish or bird life, or is found pilfering, stealing or removing material or goods off site without permission, or is involved with any form of violence, the company who employs that person will be removed from the site, and both employee and company will be denied the opportunity to undertake any further work on the site until the matter has been resolved with the HOA.
- 5.7 The contractor is responsible for all his sub-contractors as well as the deliveries, and any damages caused by his own employees, sub-contractors employed by him or delivery vehicles delivering materials to his site, and he is liable to pay for any damages that may occur on the site. These damages also include damage to kerbs, roads, plants, irrigation and or damage to private property and any area of Common property.

- 5.8 The HOA will have the sole discretion as to the nature, extent and value of these damages, and the identification of respective vehicles and persons.

6. GENERAL

- 6.1 The speed limit is 40km/h and speeding and reckless driving will not be tolerated. Due care must also be taken by all vehicles not to block the thoroughfare of roads.
- 6.2 No pets, birds, or domestic animals of the contractors' will be permitted onto the Estate.
- 6.3 Noise and dust reduction is essential, and Contractors shall endeavor whenever possible to limit unnecessary noise, especially employee loud talking, shouting or whistling, radios, sirens or hooters, motor revving etc.
- 6.4 Contractors are expected to conduct their operation in a reasonable and co-operative manner. Should the HOA have any concern with the conduct of the Contractor, his subcontractor or his suppliers and any of their employees, the HOA may rectify as deemed necessary and/or reserve the right to suspend building activity either indefinitely or until such undesirable conduct is rectified, which it may do so at any time and without notice, and without recourse from the owner and/or Contractor and/or sub-contractor, and/or supplier.
- 6.5 Vehicles leaking oils and fluids will not be allowed to enter the Estate.

7. COMPLETION REQUIREMENTS

For completion of construction and signing off house as completed see Annexure E attached hereto.

8. BUILDING PLAN SUBMISSION AND BUILDING INSPECTIONS

To be as per the Estate Architectural Guidelines and the submission review checklist. This also applies to any additions, alterations, and changes of external specifications.

It is the responsibility of the Builder to request the estate to formally inspect the site on various stages as set out in Annexure A attached hereto. A fine of R 5000 will apply to the Owner should the Builder not comply.

9. ACKNOWLEDGEMENT

The above document is fully understood, and the Contractor and Owner undertake to comply with the above points, in addition to any further controls which may be instituted by the HOA or the Developer from time to time in the form of a written notification and to ensure compliance by any sub-contractors employed by the Contractor, and any suppliers to either contractors, sub-contractors or owners. **A R5 000 fine will apply to the owner for any deviation on the approved building plan not submitted to the Estate for approval prior to construction.**

Signed by the Owner at _____ on _____ Day of _____ 2023
_____ (Owner signature)

Signed by the Contractor at _____ on _____ Day of _____ 2023.
_____ (Contractor signature)

- Contractors Contact Detail Business Tel: _____
- Residential Tel: _____
- Cellular: _____
- Fax: _____
- Email: _____

Contact person for communication during the construction period:

- Name.....
- Cell.....
- Email Address.....

Annexure A – **Compulsory Inspections**

- **Inspection 1 – (Setting out)**
When the foundation has been excavated before concrete poured. Setting out of house and distances from boundary lines according to approved plans.
- **Inspection 2 – (Levels)**
When the foundation has been built out before the ground floor slab is poured. Checking cut and fill levels if required and checking surface bed levels according to approved plans.
- **Inspection 3 – (Ground Floor)**
Elevations before trusses are erected. Check position of windows and doors and floor layout according to approved plans.
- **Inspection 4 – (First Floor)**
Elevations before trusses are erected. Check position of windows and doors and floor layout according to approved plans.
- **Inspection 5 – (Roof Color and Profile)**
Check roof layout and materials according to approved plans.
- **Inspection 6 - (Paint and Cladding)**
Check cladding type and paint colors.
- **Inspection 7 - (Airconditioning units and Geyser positions)**
Check if aircons and geysers concealed according to approved plans.
- **Inspection 8 - (Windows and Glazing)**
Check all windows and glazing according to approved plans.
- **Inspection 9 - (Boundary Walls)**
Height and Positions.
- **Inspection 10 - (Boundary Walls)**
For houses facing onto the Golf Course and/or Parks:
- **Inspection 11 - (Paving)**
Paving material when driveway is set out before pavers are laid, check width of paving:

SITE HANDOVER REQUIREMENTS

A contractor must follow the following procedures to be registered in the Estate and to gain access from Security before any construction work may commence.

- The Contractor must contact a Building Controller to arrange for a site handover meeting on site.
- Plans must be approved by the Architectural Review Committee and Mid-Vaal Council and a hardcopy provided to Building control.
- A Preliminary site handover may be done to establish the site for the following:
 - The site may be cleared of all grass and vegetation.
 - The pegs and site dimensions may be established.
 - A water connection point must be provided on site, and a meter connected by MidVaal Council.
 - A storage shed must be provided on site.
 - A chemical builder's toilet must be provided on site.
 - The shade netting as required may be installed.
- All outstanding levies must be paid.

No other work may be done before the final site handover has been arranged with building control.

- The Final site handover can only be done once all the above has been adhered to and the following must be provided to Building control.
 - The Contractor and the owner have signed the Builders Code of Conduct and provided same to the Building Controller.
 - A Builder's board is ordered.
 - Proof of NHBRC enrollment certificate is provided by contractor or owner.
- Once all the above has been complied with , HOA will issue a site handover certificate to commence construction that must be submitted to the Security Manager who will then activate access for the contractor.
- The Contractor needs to contact the Security Manager to register for access.
- Proof of payment and letter from finance that states all levies are up to date.

Building Control – on behalf of the Eye of Africa HOA

PRELIMINARY SITE HANDOVER

STAND NO: _____ OWNER: _____
TEL NO: _____ CELL NO: _____
FAX NO: _____ EMAIL : _____
CONTRACTOR: _____

The following MUST be done on site prior to final site handover:

1. A hardcopy of council approved plans must be provided.
2. The site must be cleared of all grass and vegetation.
3. The pegs and site dimensions must be established.
4. A water connection point must be provided on site, and a meter connected by Mid-Vaal Council.
5. A storage shed must be provided on site.
6. A chemical builder's toilet must be provided on site.
7. The shade netting / screening must be installed
8. No bulk earthworks may be done prior to final site handover.
9. No setting out of foundations to be done prior to final site handover.
10. No foundation excavation to be done prior to final site handover.
11. No Building may continue if all levies are not paid up to date, and a POP can be provided along with a letter from HOA Finance department.
12. No other work may be done before the final site handover has been arranged with building control.

Note: Owner/Contractor must enroll project at NHBC and provide enrollment certificate at final site handover. Contractor must provide proof of MBA membership.

We hereby grant the above Contractor permission to commence site establishment on stand _____ at the Eye of Africa Residential Estate.

Signed at the Eye of Africa Residential Estate on the _____ day of _____ 2023.

Contractor: _____ Owner: _____

Building Control Administrator: _____ on behalf of the Eye of Africa HOA

SITE HANDOVER CERTIFICATE

STAND NO: _____ OWNER: _____

CONTRACTOR: _____

TEL NO: _____ CELL NO: _____

FAX NO: _____ EMAIL: _____

This is to certify that the above stand confirms to the following:

1. A hardcopy of council and HOA approved plans provided.
2. Sidewalk deposit as per current fee checklist paid.....
3. Landscape plan submission fee as per current fee checklist paid.
4. Landscape final inspection fee as per current fee checklist paid.....
5. Builders signboard fee as per current fee checklist paid.....
6. Plans have been approved by the Architectural Review Committee and Midvaal Council
7. The pegs and site dimensions have been established by land surveyor and certificate provided.....
8. All outstanding levies are up to date.....
9. A water connection point is provided on site, and a meter connected by Midvaal Council.....
10. A storage shed is provided on site
11. A chemical builder’s toilet is provided on site.
12. The Contractor and the owner have signed the Builders Code of Conduct
14. A Builder’s board is ordered.
15. Proof of Contractor’s membership with MBA is provided.
16. Proof of NHBRC enrollment certificate is provided by contractor.....
17. Proof of landscaping plan approval provided.
18. Owner and contractor notified of the following:
 - No geysers/ solar panels/ aircons / heat pumps to be installed on flat concrete roofs unless approved by ARC on plans.
 - Paint samples to be put on walls for approval prior to final paint colors administered
 - To always keep a copy of approved plans on site.
 - No infra structure on sidewalks will be allowed to be moved re: lamp posts, trees, fire hydrants.

YES	NO

We hereby grant the above Contractor permission to commence site establishment on stand _____ at the Eye of Africa Residential Estate.

Signed at the Eye of Africa Residential Estate on the _____ day of _____ 2023.

Contractor: _____ Owner: _____

Building Control Admin _____ on behalf of the Eye of Africa HOA

COMPLETION REQUIREMENTS

Stopping of Building fees:

1. The construction of dwelling need to be completed as per approved plans. (No deviations) in case of deviations re. windows etc. “as built” plans need to be submitted for approval.
2. Paintwork on exterior of dwelling need to be in accordance with estate guidelines and requirements and as per approved plans re: colour etc.,
3. All cladding installed as per approved plans.
4. Service gates to be installed as per approved plans.
5. All external lighting, tiling, paving to be installed as per approved plans.
6. Swimming pool to be completed and operational as per approved plans.
7. Driveway paving need to be completed as per approved plans.
8. All exposed drainage pipes need to be covered and painted as per approved plans.
9. All Boundary walls need to be as per approved plans.
10. All golf course and park boundary fences to be installed as per approved plans.
11. All garage doors installed as per approved plans (No Mirrored glass doors).
12. Side and back boundary walls in case of vacant adjacent stands need to be plastered outside.
13. All balcony balustrades must be installed as per approved plans.
14. Solar panels, aircon units, solar geysers and antennas and satellite dishes and water tanks need to be installed in accordance with estate guidelines. If visible from public view it needs to be concealed according to HOA approval.
15. All privacy issues re: balcony walls, and privacy screens need to be in accordance with approved plans.
16. All privacy issues re: sandblasted or frosted windows.
17. Landscaping plan must be submitted and approved with commencing of construction.
18. Landscaping must be completed in totality, before houses can be signed off.
19. All building rubble and materials need to be removed from the site as well as adjacent sites where applicable and builders board must be removed.

Refund of builders(sidewalk) deposit.

1. All the above items must be in order.
2. Occupation certificate from the local council needs to be provided to building controller.

Please note: Building fees will still be charged if any of above items is still outstanding within 6 months from expiry date of prescribed 18 months building period, and/or within 6 months from occupying the house.

Should there still be outstanding items as per the completion inspection list, the building fees will be stopped but a R5000.00 deviation penalty as per clause 3.1 of Estate rules per month will be implemented until compliance.

Building Control _____ on behalf of the Eye of Africa HOA.

Annexure F –

Builders Board Application form.

PLEASE COMPLETE IN BOLD WRITING AND EMAIL buildingcontrol@eyeofafricahoa.co.za
ON COMPLETION.

EYE OF AFRICA

STAND NO.....
OWNER.....
CONTACT NO.....
ARCHITECT.....
CONTACT NO.....
BUILDER.....
CONTACT NO.....



DATE ORDERED.....

ORDERED BY.....

FINES AND PENALTIES:

Stand No: _____

PREAMBLE

The purpose of this set of fines and penalties is to ensure harmonious integration of residential living and building activities within the ESTATE with minimal impact upon the environment, residents, and others.

The estate has unique qualities as an up market 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 always expected. The following punitive measures shall be imposed by the Eye of Africa Estate HOA following a breach of the Estate Rules or Builder's Code of Conduct. Transgressions will carry one written warning (via email), where after the penalty shall apply with no further correspondence.

BUILDING ACTIVITIES: Note:

- Penalties due by the Owner shall be levied by the EOAHOA to the Owner.

CODE OF CONDUCT CLAUSE	TRANSGRESSION	FINE	PERSON RESPONSIBLE	FREQUENCY
2.15	Deviation from approved plans without prior consultation with Building Controller and revised plans approved by EOAHOA aesthetics committee	R5000	Owner	Per Incident
2.14	Illegal dumping anywhere on the Estate	R5000	Contractor	Per Incident
5.7	Damages of any description to Estate property plus repair/restoration costs	R1000	Contractor	Per Incident
2.8	Burning of any rubble on site or any open fire	R500.00	Contractor	Per Incident
2.3	Building work continuing after approved Hours of Construction	R500	Contractor	First Offence
2.3	Building work continuing after approved Hours of Construction	R1000	Contractor	Subsequent Incidents
2.3	Staff members leaving the site after approved Hours of Construction	R250	Contractor	Per staff member

2.4	Staff members roaming the Estate – fine plus automatic expulsion from the estate	R250	Contractor	Per staff member
2.5	Staff members using private open space as resting place	R300	Contractor	Per Incident
2.11	Failure to keep site clean (all papers and rubble to be removed by Fridays)	R1000	Contractor	Per Incident
2.11	Failure to keep proper facility on site for papers and rubbish	R500	Contractor	Per Incident
2.10	Failure to clean road in front of stand – to be cleaned on a daily basis	R500	Contractor	Per Incident
2.10	Storage of building materials and/or building rubble on adjacent stands without written consent from that owner.	R500	Owner	Per week
2.9	Failure to keep all machinery, equipment and material within the screened area or within the erected boundary walls at all times	R500	Contractor	Per Incident
2.7	Staff members washing and undressing in public view and not in designated facility on the building site	R250	Contractor	Per Incident
4.12	Only roadworthy, licensed vehicles will be allowed on the Estate.	R500	Contractor/Delivery	Per Incident
2.8	Oil and Concrete spillage Minor	R250	Contractor	Per Incident
2.9	Oil and Concrete spillage Moderate	R500	Contractor	Per Incident
3.0	Oil and Concrete spillage Major	R1000	Contractor	Per Incident
2.16	An owner occupying any house or unit without a valid temporary or permanent occupation certificate issued by Midvaal council.	R5000	Owner	Per Month

3.0 ACKNOWLEDGEMENT

We, the Building Contractor and/or Owner, undertake to comply with the contents of this document and ensure compliance by any Sub-Contractors employed by the main Contractor.

Signed by the Owner at _____ on this day of _____ 2023.

Signed by the Contractor at _____ on this day of _____ 2023.
