

BUILDING CONTRACTOR'S CODE OF CONDUCT

Kalahari Gholf en Jag Landgoed

BUILDING CONTRACTOR'S NAME:

OWNER / EMPLOYER'S NAME:

ERF NUMBER:

| The purpose of this contract is to ensure the maintenance of aesthetic standards, general appearance and security arrangements during the building process on individual erven on the estate. It is essential that owners, builders, contractors, and their subcontractors adhere to rules and regulations as determined by the Kalahari Gholf en Jag Home Owners' Association (the "HOA") | from time to time.

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

The contractor acknowledges that he will be working in an environmentally sensitive development and agrees to conform to all environmental controls specified by the HOA 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 Kalahari Gholf en Jag Landgoed for the purpose of constructing a dwelling house and outbuildings ("the works") on the employer's erf.

2. QUALIFICATION OF CONTRACTORS

- 2.1 Only contractors with adequate experience and who can satisfy the HOA in its sole and absolute discretion of such prior experience will be allowed to build within Kalahari Gholf en Jag Landgoed.
- 2.2 An owner builder who qualifies under 2.1 will be allowed to construct his own home.

3. PRECONDITIONS

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

PROCEDURES TO FOLLOW BEFORE COMMENCEMENT OF THE WORKS:

DECISION:

It is imperative that all owners should comply with the following rules before building commences:

BUILDING PLANS – A set of the plans shall be submitted to COA Architects for approval. A copy of the plans, approved by COA Architects, shall be submitted to JPS Trust as proof that the plans and specifications comply with all relevant guidelines prescribed in terms of the Constitution of the Association.

BUILDER'S DEPOSIT – An amount of R9 500.00 (nine thousand five hundred rand) shall be paid into an account at JPS Trust before builders will be allowed on site.

This amount covers:

- R5 000 Builders deposit – refundable if no damage charges by the HOA
- R3 000 Scrutiny fee to Aesthetic Committee with submission of plans
- R1 500 Building Management Fee

PROOF OF INSTALLATION OF A WATERMETER BY THE MUNICIPALITY Proof of own watermeter installation, by the Municipality, has to be submitted to JPS Trust.

CHEMICAL TOILET FOR WORKERS – it is incumbent on the Contractor to provide a chemical toilet as soon as any work commences on the site. An invoice must be submitted to JPS Trust as proof that it has been installed.

BUILDER'S CONTRACT – A signed copy of the builder's contract shall be submitted to JPS Trust.

BUILDER'S BOARD - The contractor must display an approved builder's board on the erf for the duration of the works. Builder's boards must be removed no later than one month of completion of the works.

4. **ONCE-OFF AND MONTHLY FEES AND CHARGES**

A Road Maintenance Levy of R1 000 (excl VAT) per month will be payable by each owner for the duration of his building process. This amount shall be a contribution to the Road Maintenance Fund which shall be administered by the HOA.

The above sum will be calculated from the day on which the first building works on the premises commence up to the date on which the **last** of the following events occurs:-

- The issue of a final Completion Certificate by the Architects,
- The issue of an Occupation Certificate by the Municipality;
- The receipt by JPS Trust of written confirmation by the Trustees of the HOA to the effect that a final inspection has been carried out to determine any possible damage to the common areas or services on the estate.
- The fee will be charge for part of a month, counting as a whole month.

Commencement of the building process shall be deemed to be the date on which the first spade digs into the ground to start with the foundations of the building on the relevant erf.

After final completion, it is the owner's duty to arrange a meeting with the trustees, which must take place within 14 days after the request for such a meeting.

This fund will be applied by the HOA to maintain and repair the roads, paving and storm water channels on the estate, during and after completion of all building operations on individual erven.

A once-off Building Management Fee of R1 500 (excl VAT) will also be payable to the HOA by each owner at the beginning of his building process.

5. **RESPONSIBILITY**

Contractors are at all times responsible for the actions or omissions of their sub-contractors, employees, guests, invitees and agents while at Kalahari Gholf en Jag Landgoed.

The contractor is responsible for its sub-contractors as well as any person making deliveries to 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 any damages that may occur within Kalahari Gholf en Jag Landgoed. Any damage to the property including, but not limited to damage to kerbs, roads, street lights, distribution boxes, plants, irrigation and/or damage to private property on Kalahari Gholf en Jag Landgoed caused by the contractor, its sub-contractors, agents, employees, guests or invitees is the responsibility of the contractor. In addition, the contractor shall be responsible for any damage caused to common areas in the immediate surrounds of his erf to an extent to be determined by the Home Owners' Association in its sole and absolute discretion.

6. WATER AND ELECTRICITY METERS

A water and electricity meter shall be installed by the owner at its cost in a meter box.

7. BUILDING ACTIVITIES

7.1 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, siting of material, storage bins and the like. If any material needs to be stored outside the erf boundaries, written permission must first be obtained from the HOA. Approval or refusal of such requested permission shall be solely in the discretion of the HOA.

7.2 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. Excess soil and plant material that result from levelling the erf must be removed from the erf once excavation has been completed. The street in front of the relevant erf must be swept regularly.

7.3 Cleaning of vehicles/equipment:

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

7.4 Fires:

No fires will be allowed on any part of Kalahari Gholf en Jag Landgoed, including the building site without the prior written approval of the HOA.

7.5 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 HOA in its sole and absolute discretion.

7.6 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 property.

8. HOURS OF WORK

8.1 Public/Private time:

Contractors may only be present on Kalahari Gholf en Jag Landgoed during the following public time hours:

Monday - Friday: 07h00 to 18h00

Private time hours are 18h00 to 07h00 weekdays, Saturdays, Sundays and all public holidays, as well as BIFSA builders holidays prescribed annually to their members.

8.2 Permission to work during private times:

Contractors are not allowed on Kalahari Gholf en Jag Landgoed during private hours, however, written permission can be obtained from the HOA, in its sole and absolute discretion, in special cases to work during private time. Special applications for contractors to be present on site during private time should be lodged at least one week prior to the private time activity proposed.

9. WATCHMEN

No watchmen will be allowed.

10. VEHICLE SIZES ALLOWED

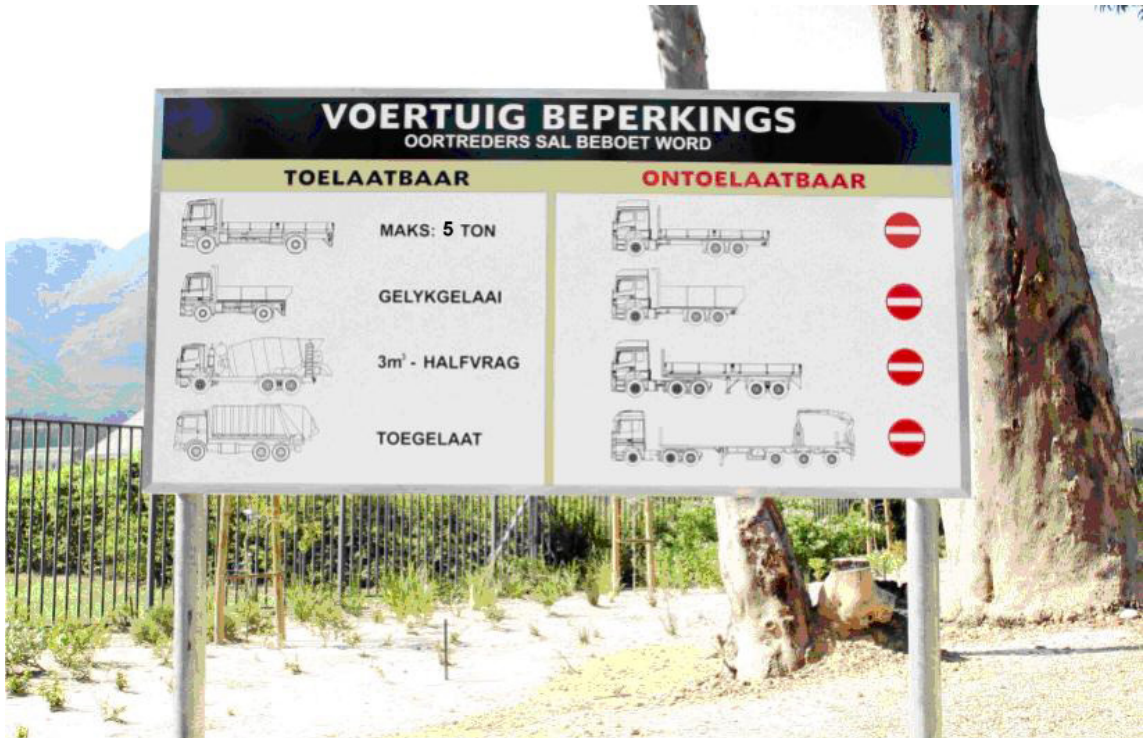
Due to the road surfacing and limited road widths the following restrictions are placed on any vehicle entering Kalahari Gholf en Jag Landgoed:

11. SECURITY

11.1 The development is located in a secure and controlled environment and individual watchmen will not be allowed on Kalahari Gholf en Jag Landgoed during private times.

11.2 The contractor must at all times adhere to the instructions of security personnel employed by the HOA (if any).

11.3 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.



12. STORAGE SHEDS/HUTS

The contractor may request permission to place up to two 20 ft. shipping/freight containers within the boundaries of the erf. Only containers painted historic green will be considered. Consent of the allowance of and positioning of the container must be obtained from the HOA, which shall have absolute discretion in this regard.

13. SPEED LIMIT

For security and safety reasons the speed limit in Kalahari Gholf en Jag Landgoed for all contractors' vehicles is 20 km/h. The contractor is responsible for ensuring that all his employees, sub-contractors and delivery vehicles adhere to this rule.

14. BUILDING PLAN CONTROLS

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

15. ROADS AND ROAD VERGES

- 15.1 Contractors must ensure that the road in front of their building site is at all times kept clean. This is to minimise damage and ensure longevity of the road surface.

- 15.2 Contractors must ensure that the kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.
- 15.3 Building material must be stored on the erf. Special permission may be obtained from the HOA, 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.

16. ADVERTISING

The contractor or his sub-contractors may place no advertising material on the property.

17. ELECTRICITY SUPPLY

The HOA 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.

18. BREACH

In the event of any breach of the Building Contractors Code of Conduct the contractor or owner employer may be subject to a fine as determined by the HOA but no less than R1 000 per offence committed or such other sanction as the HOA 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 the Home Owners' Association.

19. CONTRACTOR

Contractor:

Contact Person:

Postal & Physical Address:

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E-mail address:

Telephone No:

Fax No:

Cell Phone No:

Erf No:

20. ARCHITECT'S DETAILS AND DOMICILIUM

Architect:
Contact Person:
Postal & Physical Address:
.....
E-mail address:
Telephone No:
Fax No:
Cell Phone No:
Erf No:

21. EMPLOYER'S DETAILS AND DOMICILIUM

Employer:
Contact Person:
Postal & Physical Address:
.....
E-mail address:
Telephone No:
Fax No:
Cell Phone No:
Erf No:

22. BANKING DETAILS FOR RETURN OF DEPOSIT

Bank :
Branch: Branch Code:
Account Name:
Account Number:
Account Type:

23. THE EMPLOYER’S RESPONSIBILITY

By its signature to this document, the employer agrees to co-operate fully with the contractor and with the Home Owners’ Association to ensure that the Home Owners’ 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 the Home Owners’ Association.

The terms of this document shall supplement and operate in addition to any other rules, regulations, instructions or resolutions of the Home Owners’ Association.

Signed at _____ on the ____ day of _____ 200_

**For and on behalf of
the Contractor**

Signed at _____ on the ____ day of _____ 200_

The Owner/Employer

CONTACT DETAILS FOR QUERIES:

**JPS Trust
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Fax. 021 – 883 9540
Email: thea@jpstrust.co.za**