



**THE COVES GOVERNING BODY NPC**  
ASSOCIATION INCORPORATED UNDER SECTION 21COMPANY  
REGISTRATION NUMBER: 2003/010909/08

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## **BUILDERS CODE OF CONDUCT AND PROCEDURES FOR BUILDING**

### **1. Intention**

#### **1.1.1** The intention of the following document is:

- to ensure that all building activity occurs with the least possible disruption to residents;
- is to promote, advance and protect the communal interest of its owners and residents and consequently ensure a safe, high quality lifestyle by managing the appropriate development of residences and related facilities;
- to reduce the unsightliness of building operations;
- to ensure that the insurance exposure of all parties are adequately and correctly catered for; and
- The Coves Governing Body/Home Owners Association (hereafter referred to as HOA) has imposed certain rules relating to Building Contractor activity in the Coves estate.

### **2. Legal Status**

2.1 These rules governing building activity are rules imposed by the HOA and are binding to all stand owners and their Building Contractors, Project Manager, Suppliers and Sub-contractors. It is up to the stand owner to ensure that the rules in their entirety, are understood and observed by the Building Contractor and included in any building contract concluded in respect of building or property improvements on the Estate.

2.2 A copy of the entire Building Contract (signed) must be submitted to the HOA for their records, prior to commencement. The HOA has the right to suspend any building activity in contravention of any rules, and accepts no liability for any losses sustained by a stand owner as a result thereof.

2.3 The HOA, through his Estate Manager, will monitor Contractor, supplier and sub-contractor activity on the Estate and ensure that the rules set out below are strictly adhered to. Spot fines, from R500 payable immediately, and if necessary, removal from the Estate, and claims for damages will be implemented.

2.4 Owners are accordingly required to include these rules in their entirety in any building and architectural contract. A signed copy of the Contractors Code of Conduct with all annexures must be submitted to the HOA prior to commencement of any construction activity.

2.5 The HOA reserves the right to suspend any building activity in contravention of any of the conditions and does not accept claims for any losses sustained by an owner, contractor or sub-contractor as a result thereof.

### **3. Qualifications of Contractors**

- 3.1 Only Contractors registered with the National Home Builders Registration Council (hereafter referred to as NHBRC), and with an acceptable construction record will be considered. References of prior building contracts are required and banking credentials as may be requested by the HOA.
- 3.2 The Contractor's Certificate of Registration with the NHBRC, plus his specific registration of this contract and its building, must be provided to the HOA
- 3.3 Casual, small-works, and specialist contractors may be required to provide proof of a membership of a recognized body or association that governs that discipline e.g., the "National Spa and Pool Institute of SA".
- 3.4 Main Contractors are at all times responsible for their sub-contractors and their employees while on the Estate, and will be responsible for ensuring that all rules and regulations set out in this document will be adhered to.
- 3.5 Deposit:  
A building deposit of R25 000 (twenty five thousand rand) must be paid over to the Coves HOA before construction commences.
- This deposit will be held in an investment account by Du Preez Accountants (hereafter referred to as DPA), (with interest accrued at bank rates) and will be used in the eventuality of the exterior construction work and improvements to the property, not being satisfactorily completed.
  - And will be used to remove any rubble or make good any damage caused by the Contractor or his sub-contractors, or suppliers, including kerbing, landscaping, use of vacant and/or adjacent stands, community services, roads, irrigation, etc., and for any outstanding spot fines.
- 3.6 Although the HOA Estate Manager or his/her duly authorised agent may monitor construction and site cleanliness to ensure satisfactory Estate standards and compliance with the approved plan, external finishes etc., they are not responsible for quality control of individual houses, and excepting for the final external appearance and completion as effects the Estate, this deposit is not for the use of any settlement or arbitration between the owner and Contractor.
- 3.7 The HOA reserves the right to inspect all sites at any time and a right of access may not be denied to any authorized agent of the HOA.
- 3.8 The HOA may also inspect delivery notes of all trucks to confirm no overloading at any time.
- 4. Definitions**  
The term "Contractor", shall apply to all Contractors, sub-contractors, and any "supply and fit" operation that occurs in The Coves Estate, whether under the appointment by a main Contractor, sub-contractor, project manager or owner, and whether casual or formal, and includes, but is not limited to, any property or building improvement, fencing and walling, satellite dishes, solar heating, additions, extension, alterations, building structure, swimming pools, timber decks, paving, landscaping and features, external awnings and blinds.

## **5. Requirements for Building Commencement**

- 5.1 The following pre-conditions shall be complied with before building activity may commence.
- 5.2 The owner shall give the HOA at least 2 weeks notice of his intent to start building and provide the following information before commencement:
  - 5.2.1 A site handover document, signed by the Contractor and the HOA;
  - 5.2.2 A copy of the Architectural Guidelines and Builder's code of conduct, signed by the owner and Contractor;
  - 5.2.3 A copy of the Estate Rules, signed by the owner and Contractor;
  - 5.2.4 Payment of the building performance deposit;
  - 5.2.5 Payment of the sewer and water connection fee;
  - 5.2.6 The working drawings, specifications and schedule of finishes approved by the HOA;
  - 5.2.7 A copy of the working drawing as approved by the Madibeng Municipality (The Local Authority);
  - 5.2.8 The Contractor's NHBRC Registration Certificate;
  - 5.2.9 The Contractors NHBRC Certificate of Registration for this building contract;
  - 5.2.10 A copy of the Contractors All Risks and Public Liability Insurance Policy.

## **6. Site Works Commencement Procedure**

- 6.1 Prior to site works commencement, the Contractor shall conclude and comply with the HOA, the detailed and the then current arrangements regarding:
  - 6.1.1 Security and access control for staff and deliveries.
- 6.2 The Contractor shall arrange a formal handover meeting of the house site with the Estate Manager of the HOA, or his/her duly authorised agent inspecting and confirming the:
  - 6.2.1 Correct site location, pegs and boundaries,
  - 6.2.2 Installation of the temporary and final water connection and meter,
  - 6.2.3 Position of sewer, irrigation and electrical connection points,
  - 6.2.4 Slope of ground and storm-water drainage solutions,
  - 6.2.5 Location of all existing services and servitude's,
  - 6.2.6 Recording the condition of surrounding property, fences, manholes, inspection eyes, road, curb, pavement etc., with photographs if necessary,
  - 6.2.7 Installation and screening of a site toilet,
  - 6.2.8 Provision of site litter bin and rubble removal,
  - 6.2.9 Approved building board is erected.
- 6.3 It is recorded that the HOA *is not responsible for boundary peg identification*, that on transfer, the owner accepted this from the Developer, and although the HOA may make reasonable co-operative efforts, any queries or uncertainties should be referred by the owner, to a surveyor.

6.4 It is noted that the owner will be invoiced for water consumption during building operations, and is to make his own arrangements with his Contractor.

6.5 All or any outstanding documentation, per paragraph 5 above, payments, deposits, approvals, etc, must be made by latest at this site handover meeting, failing which, work may not commence.

## **7. Procedures during Construction**

7.1 From commencement of construction, the exterior of the building at least should be Construction shall be completed within 12 (twelve) months from the date of commencement.

Commencement in this context shall incorporate the approval of building plans by the local authority of Madibeng and the payment of the builders deposit to the Association, the amount of which deposit shall be determined by the Directors from time to time.

7.2 It is compulsory for Contractors to attend site meetings as and when called for by the HOA.

7.3 Updated information to be provided as necessary of suppliers and subcontractors, and emergency contact details.

7.5 The Contractor to check all construction on delivery, and color schemes, against architectural guidelines for correctness.

7.6 Any variations or changes to the exterior or external appearance of the building must be notified and approved of by the HOA prior to commencement. Any new materials or products not yet approved must be accordingly submitted for consideration and approval.

7.7 Any work near the boundary which impacts onto, spill over, or effects or alters the existing ground shaping of the, or the erosion protection measures of the embankment of waterfront properties, shall be resolved at the owner's cost, in conjunction with, and to the satisfaction of the HOA (and the Irrigated Crop Farming, if applicable).

7.8 The landscaping and irrigation is an integral part of the building contract, and must include for irrigation and grassing of the verge or pavement area between the boundary and road curb. Corner stands shall require 1 street side only to be done. If this verge is already completed, the Contractor is to fully re-instate both irrigation and all planting.

7.9 The Contractor to comply with all Conduct Rules and Procedures as set out, and as updated or further instructed in writing from time to time, and generally co-operate with the HOA in all aspects of Estate security, safety, tidiness and good behavior.

7.10 Environmental Considerations during Construction. Please note that these rules apply to every contractor, sub-contractor, and any other persons employed directly by the owner.

7.10.1 Scope: This section deals with the work required to minimize damage to the environment and Estate in its broadest context, during the course of construction activities.

7.10.2 General

- The contractor shall conduct his activities so as to cause the least possible disturbance to the existing amenities, whether natural or man-made, in accordance with all the currently applicable statutory requirements. Special care shall be taken by the Contractor to prevent irreversible damage to the environment.
- The Contractor shall take adequate steps to educate all members of his workforce, as well as his supervisory staff, on the relevant environmental laws and protection requirements on this project.
- The HOA may suspend the Works at any time, should the Contractor fail to implement, operate or maintain any of the environmental protection measures adequately.

The Contractor shall provide details of:

- I. Temporary traffic management
- II. Proposals for the disposal of waste concrete wash water from concrete handling, paint, tile adhesive and grout of workers and waste construction materials.
- III. Details of ablution and other facilities as well as maintenance thereof.
- IV. Fuel storage and dispensing area and bund design.
- V. Refuse disposal procedures.

7.10.3 Protection of the Dam: The Hartbeespoort Dam and other watercourses and dams shall be protected from direct or indirect spills of pollutants such as garbage, sewage, cement, concrete wash out water, oils, fuels, chemicals, aggregate tailings, wash and waste water or organic material resulting from the Contractor's activities and especially paint, tile grout and adhesive. In case of a spill, prompt notice to the HOA and action shall be taken to clear polluted or affected areas.

7.10.5 Refuse and Waste Control

7.10.5.1 Construction Waste: All inert construction wastes, e.g. spoil material, waste concrete, stone, gabion basket off-cuts, timber, etc, shall be accumulated in designated areas and subsequently disposed of at registered refuse dumps. Papers and plastic waste must be disposed of such that they do not blow away in windy situation.

7.10.5.2 Hazardous Waste: All hazardous wastes, e.g. oil, chemicals, oil filters and materials soiled with hazardous wastes shall not be ordinarily disposed of. All such waste shall

be accumulated and stored properly on site, and removed at regular intervals to waste disposal facilities licensed to handle hazardous waste. All waste oil shall be returned to the suppliers.

- 7.10.6 Protection of Vegetation: As far as practicable, the removal or destruction of vegetative cover, especially riparian vegetation, shall be avoided and the Contractor shall preserve all trees and plants, and shall not remove vegetation or fell trees without prior approval of the HOA. At commencement, the HOA will identify to the Contractor any sensitive vegetation. The Contractor shall therefore demarcate such and undertake all necessary measures to ensure the protection of such vegetation.
- 7.10.7 Protection of the Fauna: The Contractor shall protect all fauna living within the Site and shall ensure that hunting, snaring, shooting, nest raiding or egg collecting does not occur.
- 7.10.8 Spoil Dumps and Stockpiles: Spoil dumps and stockpiles shall be established only in areas consented to by the HOA and shall be well managed and maintained. Stockpiled materials shall not be allowed to spill into undisturbed areas or watercourses.
- 7.10.9 Dust Control: The Contractor shall take appropriate measures to minimize the generation of nuisance dust as a result of his works, operations, and activities to the satisfaction of the HOA. Such measures shall include regular and effective treatment of gravel access roads and working areas, etc.
- 7.10.10 Noise Pollution: Having due regard for the proximity of residents, the Contractors shall provide all his equipment with suitable silencers, such that the maximum noise levels shall not exceed 60dB (A) and a maximum sound pressure level of 70dB (A).

## **8. Connection Information, Pipes and Sleeves**

- 8.1 Reticulation of services and connection information is available from the HOA Estate Office.
- 8.2 The contractor will get the site with an installed water meter [Connection fees and consumption deposits to be paid by owner].
- 8.3 The disposal of storm water on site is to be resolved by the Building Contractor and the owner, in conjunction with the HOA at the owner's cost.
- 8.4 Please note that all stands will have three phase connections, all associated costs will be for the account of the owner.
- 8.5 The electrical reticulation is owned and managed by the HOA, and connection fees and consumption deposits are paid at Impact Meter services, Pretoria offices. Tel# (012) 346 3849

8.6 The Contractor will get one approved water meter for each stand water connection. two meters previously for a consolidated stands

8.7 The security arrangements allow for an optional alarm system to be linked to the guardhouse. This shall be by radio transmission only, with no hardwire reticulation.

## **9. Final Clearance / Completion Procedure**

9.1 The owner / Contractor shall give the HOA at least 2 weeks notice of his intent to complete the building and call for final inspection.

9.2 The Contractor shall arrange a pre-final inspection with the HOA within this period, so that any outstanding work is satisfactorily completed before the final inspection.

9.3 At the final inspection, the Contractor to provide copies of the certificate of occupancy.

The final inspection shall be aborted if any of the pre-inspection items have obviously not been attended to, and a further inspection date shall be arranged.

9.3 The final inspection requirement shall include:

9.6.1 Compliance with the approved plan and exterior finishes;

9.6.2 Completion and compliance to specifications of all external works including paving, fencing, irrigation and landscaping;

9.6.3 The site entirely clean and tidy; and

9.6.4 Any damages to Estate or adjacent property and services recorded.

9.7 For the re-sale of existing or completed houses, the HOA shall inspect and verify compliance of the house with its approved plans, and ensure that no illegal alterations or additions have been done. This verification to be provided before the HOA issues its levy clearance certificate for the property transfer.

## **10. Conduct Rules**

10.1 Site access and Exit

10.1.1 The Contractor acknowledges he is aware that the Estate is a security Estate and will at all times adhere to security regulations and controls, and agrees to co-operate with Estate authorities in the interests of maintaining security on the Estate.

10.1.2 Detailed procedures will be made available by the HOA to Contractors that will include for security measures for authorized access and identification of vehicles

and all personnel. As improvements to the security and access controls are ongoing, these procedures will be reviewed from time to time.

## 10.2 Hours of Work.

10.2.1 Contractors may only enter the Estate after 07h00 in the morning and must vacate the Estate by 18h00, Monday to Friday. No laborers 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.

10.2.2 Weekend work will only be allowed in exceptional cases, and if arrangements have been made and approved of in writing by the HOA. Applications in this regard should be lodged with the HOA the Wednesday prior to the required date of weekend work.

10.2.3 No work will be permitted on public or builder's holidays.

## 10.3 Truck Rules

Only vehicles authorized by Security will be allowed onto the Estate. All delivery trucks, earth moving equipment T L B, s, and tractors are not permitted entry or exit through the Main gate and must use the Contractor Gate. Contractor vehicles and delivery trucks are to use the contractor roads provided (where there is no contractor road to the site an alternative access path will be advised by Estate Management) and all delivery trucks must be escorted by the responsible contractor from and back to the contractors' gate entry point. There is a load restriction of 8, 0 Ton G.V.M. (gross vehicle mass) **single axle** on all tar road surfaces where there is no contractor road provided. **Double axle** trucks will not be permitted on tar surface roads, exception to this is made for the delivery of ready mix concrete trucks with the proviso that the contractor protects the road at turning points with crusher dust or similar soft sand to reduce the chance of tearing of the tar surface by the **double axel**. Excepting for roof truss deliveries, no articulated vehicles are permitted in the Estate, unless by special prior authorization of the HOA.

It is the obligation of the Contractor to notify his suppliers of this, and the HOA shall not entertain any claims for losses or damages in this regard.

Should there be doubt in the interpretation of the access routes and vehicle access, Estate Management will be entitled to make judgment calls to ensure the lowest risk of damage to our roads. The primary objective of this rule is to ensure the longevity of our roads by minimizing impact of heavy vehicle usage.

10.4 Contractors must manage their sites by having small loads at a time taken from the bulk delivery yard, with deliveries to be scheduled for between 07h00 and 17h00 on

weekdays only, except Fridays, when the last delivery must be by 12h00. All sites must be clean by Friday afternoon.

10.5 Vehicles entering and exiting the Estate may be subject to a search by the Estate Security Personnel. All vehicles must be registered and licensed, and the driver must have a valid driver's license.

10.6 Tools, equipment, machinery can only be taken out of the Estate if accompanied by a transfer note, signed and stamped by an authorized officer of the Contractor.

10.7 Materials can only be removed from site if accompanied by a transfer note signed and stamped by an authorized officer of the Contractor and the HOA.

10.8 Points of Access

10.8.1 Contractors shall only access and exit through the designated Contractor's Gate, on the east and west boundary, and definitely not through the main entrance gate;

10.8.2 The Contractor is responsible to escort all trucks from the gate house to the site and back; and

10.8.3 Any contravention of security and access rules will be severely dealt with by the HOA, and depending on the nature and circumstances, could lead to suspension of building work, and barring of access to the Estate.

## **11. Contractors Labourers**

11.1 Contractor's labourers must wear overalls or shirts with the name of the contracting company visibly displayed on it.

11.2 Labour must be employees of the contractor and only under limited circumstances will casual labour be allowed on site. This shall be at the sole discretion of the HOA. Laborers must be in possession of a valid identity document or passport with a work permit.

## **12. Discipline**

12.1 The Contractor is responsible for the discipline of his labour, sub-contract labour and delivery personnel on site.

12.2 Labourers are not permitted to walk between the construction gate and the house site.

12.3 No vehicles will be allowed to cross any part of the irrigated crop farming areas or to deviate from roads or recognized road routes. Any vehicle contravening this rule will attract a spot fine, be liable for instant removal from the site, and liable for damages sustained.

- 12.4 Vehicles with mechanical legs on trailers must use protection for possible road surface damage.
- 12.5 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 could be removed from site and both employee and the company could be denied the chance to undertake any further work on the Estate.
- 12.6 The Contractor is responsible for all his sub-contractors as well as their deliveries to site, and any damages caused by his own employees, subcontractors employed by him or delivery vehicles delivering materials to his site, he is liable to pay for damages that may occur on the site. These damages also include damage to curbs, roads, plants, irrigation, and / or damage to private or Estate property. He is also liable for all excess payments on his insurance cover.
- 12.7 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.

### **13. Keeping the site clean and Tidiness**

- 13.1 The site is to be kept as clean as possible of building rubble and general cleaning and good housekeeping practice must take place during building operations.
- 13.2 The site must be screened off on four sides with 80% rated shade netting with a minimum height of 1,5m , such fence to be supported by main upright stays every 5m and droppers in between these main stays. Fence to remain tightly strung at all times during building operations. With the approval of the Estate manager, this fence may be removed after all site huts, chemical toilets and ground works have been completed and the first coat external paint has been applied.
- 13.3 No concrete, dagha, cement or such may be temporally stored, or mixed or prepared on any of the roadways, curbs and pavements.
- 13.4 Materials which are off loaded by a supplier or Contractor may not encroach onto the adjacent site, the pavement or roadway. Said materials to be offloaded at least 1 meter away from the street boundary. Where suppliers fail to adhere to this, the responsible Contractor shall move the materials accordingly. The Contractor is also responsible for removal of any sand or rubble that may have washed or moved into the road.
- 13.5 The Contractor is to ensure that the roads and vicinity of his house site is always kept neat and tidy, including if materials or mud or spoil is being driven or dropped onto the road or sidewalk.

- 13.6 The Contractor shall provide adequate facilities for rubbish disposal and ensure that the workers use the provided facility and that the rubbish is removed daily. No rubbish may be burnt or buried on site. No form of paper, cement bags, tile off-cuts, ceiling boards, roof tiles, rubble, or the like is to be left lying around, nor be allowed to blow off the site.
- 13.7 Accumulation of hardcore for fill shall be neatly piled. With the HOA consent, on-site disposal dump or spoil zones may be arranged.
- 13.8 Being adjacent to the Hartbeespoort Dam, pollution and contamination of groundwater and run-off water is particularly sensitive. Contractors shall ensure special care in their handling, disposal and cleaning up operations, with particular note to paint, tile grout, tile adhesive, cement and rhinolite, chemicals, oil and fuel, etc. Special preventative controls must be taken on waterfront sites to avoid spillage.
- 13.9 As the sewer treatment plant for the Estate cannot process unreasonable waste, Contractors shall treat the drains as though a septic tank system, and shall not allow foreign objects, items and construction materials as noted in 4.8 above, to enter the system.
- 13.10 Fires for cooking or any other purposes will not be permitted, and Contractors shall ensure approved alternative meal arrangements are made.
- 13.11 The Contractor shall provide approved portable chemical toilet facilities for the workers. Adjacent construction sites may share toilets as approved by the HOA. Toilets and changing facilities shall be suitably.
- 13.12 One approved building board shall be erected per site and such board is to be erected neatly in the corner of each site. Boards are to be maintained in a plumb and level position throughout the contract, and must be removed immediately after completion of each house construction. This board to include for a standard safety warning.
- 13.13 No Contractors, sub-contractors or suppliers boards of any kind will be allowed.
- 13.14 Construction materials may only be delivered to the house site on an as-needs basis for installation by latest the Friday of that week, and surplus materials must not be allowed to visibly accumulate on the house site.
- 13.15 The certificate of completion by the HOA includes for the site, and adjacent stand, to be entirely cleared of all rubble, surplus materials, and be impeccably clean, and the verge re-instated, all to the satisfaction of the HOA.
- 13.16 Contractor's vehicles and equipment shall not be parked or left overnight on the Estate, unless by extreme exception, e.g. piling and raft foundation, and will require the consent of the HOA.

14. Contractors yards, storage and offices:

14.1 Limited storage sheds, containers, or yards will be allowed on the Estate or house sites: a 6m container may be used on each stand and must be within the stand boundaries.

**15. General**

15.1 The speed limit is 30 km/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.

15.2 No pets, birds, or domestic animals of the Contractors' will be permitted onto the Estate.

15.3 Noise 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.

16 Contractors are expected to conduct their operation in a reasonable and co-operative manner. Should the HOA have any concerns with the conduct of the Contractor, his sub-contractors 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.

*We hereby declare that we will adhere to the above rules:*

A refundable sidewalk deposit of R 25 000-00 is herewith paid to The Coves HOA, to cover the costs of re-instating the public sidewalks or damages, where the owner or building contractor may fail to:

- Replant grass and/or trees damaged or destroyed during the building operation;
- Protect roads or kerbs;
- Remove rubble or rubbish left on the sidewalk or adjoining vacant stands; and
- Unpaid penalties

We as Owners/ Contractors will ensure that building operations are organised so as to neutralise the unsightly dumping of material on the sidewalk. All material should be screened as mentioned in this document.

SIGNED:

.....STAND NUMBER.....  
(OWNER.)

.....NAME/CAPACITY.....  
(CONTRACTOR.)

DATE: .....

WITNESS .....

WITNESS .....