

1. **PREAMBLE**

The purpose of this agreement is to ensure integration between residential living and control over building activities within the Estate with minimal impact to the environment. These terms and conditions have been developed in terms of the Environmental Management Plan (EMP) and the Environmental Contract entered into between Atlantic Beach Estate and the Local Authority. The Association reserves the right to make amendments and additions to this document from time to time.

2. **QUALIFICATION OF CONTRACTORS**

- 2.1 Only contractors who can furnish at least three references of prior building contracts will be allowed to build at Atlantic Beach.
- 2.2 An owner builder who qualifies under 2.1 will be allowed to construct his own home.
- 2.3 Contractors are at all times responsible for their sub-contractors and employees while on the Estate.

3. **RULES AND REGULATIONS**

The rules and regulations described below are intended to ensure that the quality of life for residents in the Estate is not unduly compromised and the impact to the environment is minimised by the house building operations, yet allowing for efficient construction by contractors.

When a contractor is found to be in breach of the stated rules and regulations a penalty will be levied. The extent of the penalty is detailed below the description of each rule and regulation.

3.1 **Environmental controls**

The contractor acknowledges that he is working in an environmentally sensitive development and agrees to conform to all environmental controls specified in this document and revised from time to time. It should also be noted that these controls form part of the EMP for the development and are required to be legally enforced. Presently these specifications include the following considerations.

3.1.1 **Environmental Education**

a. **Description**

All contractors, sub-contractor and delivery personnel will be required to be briefed on the Builders Code of Conduct. The main contractor must do these briefings before his staff will be allowed to work on the Estate. The main contractor remains the liable person.

b. **Breach**

Personnel who have not been briefed will not be allowed onto the Estate.

3.1.2 Vegetation search and rescue

a. **Description**

Prior to the commencement of clearing the proposed building site, the contractor will obtain a compliance certificate from THE ASSOCIATION testifying that vegetation search-and-rescue has been completed on the site. This operation is a legal requirement to ensure that any endangered vegetation species is transplanted prior to work commencing on the erf. This document must remain on site at all times.

b. **Breach**

- (i) Work by the contractor will be stopped and legal action will be taken against the contractor in terms of the EMP.
- (ii) Any building contractor who has already signed the Code of Conduct at any stage previously will be fined R 1000,00 per transgression.

3.1.3 Limits of building activity

a. **Description**

All activities relating to the construction must be confined to within the erf boundary where construction is taking place. This relates to location of staff, placing of storage bins, material etc. A post and wire fence identifies the interface between the erf and golf course and it is the responsibility of the contractor to ensure that this fence is kept in place and his personnel do not transgress over this fence into the preservation areas. Erf boundaries to be clearly marked during the entire construction process.

b. **Breach**

- (i) Work by the contractor will be stopped until such time as the contractor's equipment has been moved to within the building site.
- (ii) The contractor will be fined R 1000, 00 per transgression.

3.1.4 Site presentation

a. **Description**

The contractor will be expected to keep the appearance of his building site neat and tidy at all times. Building rubble must be removed from the site at intervals not exceeding one week, and wind-blown litter (plastic/cement bags etc.) must be

removed from the site on a daily basis. No litter may be stored or mixed in amongst building rubble. Wind-blown litter must be covered at all times.

b. Breach

- (i) Should a builder not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the costs thereof claimed from the builder. The contractor will be denied access to the Estate until such costs have been paid in full.
- (ii) Should wind-blown litter be generated from the site or litter not stored in the required refuse drums, the contractor will be fined R 250,00 per day till all refuse has been removed from the stand and the surrounding area.

3.1.5 Cleaning of vehicles/equipment

a. Description

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

b. Breach

The building contractor will be fined R500, 00 per offence.

3.1.6 Fires

a. Description

No fires will be allowed on any part of the estate including the building site. Fire extinguishers are required to be on site at all times.

b. Breach

- (i) The building contractor will be fined R1000, 00 per offence.
- (ii) The building contractor will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

3.1.7 Smoking

a. **Description**

No smoking will be permitted on the estate except within a five-metre radius of a portable fire extinguisher.

b. **Breach**

The contractor will be fined R100, 00 per offence.

3.1.8 Ablution facilities

a. **Description**

Contractors must make adequate provision for drinkable water and temporary toilets situated on the building site for the use of their employees until such time as the water-borne sewer drainage is available. This must be done prior to any work done on site.

b. **Breach**

(i) The contractor will be denied access to the Estate until such time as this regulation is complied with.

(ii) In addition the contractor will be fined R500, 00 per violation.

3.1.9 Spoil of excess material and building rubble

a. **Description**

The contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble will be spoiled on the Estate. Stockpiling of sand to be completely covered with netting or hessian.

b. **Breach**

The estate will appoint a contractor to remove all such spoil for the contractor's account. In addition to this the contractor will be fined R1000, 00 per offence.

3.1.10 Screening of building sites

a. **Description**

The contractor will be required to screen of the site with a 60%, 1,8m black or dark green shade-netting screen. The screen must be kept in place covering the boundary and maintained for the entire building process.

b. Breach

The contractor will be fined R250,00 per day or all work will be stopped till such structures are in place.

3.2 Hours of Work

3.2.1 Public/Private time

a. Description

Contractors may only be present on the Estate during the following public time hours:

Normal Weekdays 07H00 to 18H00

Saturdays 08H00 to 14H00

b. Breach

- (i) Contractors will be escorted from the Estate by security during private times.
- (ii) In addition the building contractor will be fined R500,00 per transgression.
- (iii) Permits will be confiscated from the contractor in breach.

3.2.2 Permission to work during private times

a. Description

Contractors are not allowed on the Estate on Sundays and proclaimed public holidays without the written permission of THE ASSOCIATION as these days are considered to be private time. Special applications for contractors to be present on site during private time should be lodged with THE ASSOCIATION at least one week prior to the private time activity.

b. Breach

As for 3.2.1 (b) above.

3.2.3 Watchman

a. Description

No employees will be allowed to remain on site during private time.

b. Breach

As for 3.2.1 (b) above.

3.3 Vehicle Sizes Allowed

a. Description

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Estate.

- (i) Only fixed axle design vehicles will be allowed. No “horse and trailers” will be allowed on the Estate without written permission from THE ASSOCIATION.
- (ii) Maximum length = 9.1m
- (iii) Maximum Width = 2.6m
- (iv) Maximum gross mass = 20,000kg
- (v) Maximum axle weight = 8,000kg

b. Breach

Vehicles larger than above will be denied access to the Estate.

3.4 Deliveries to Contractors

3.4.1 General deliveries

a. Description

- (i) Contractors will at all times be responsible for the delivery personnel.
- (ii) All delivery times will be limited to public times as defined under 3.2 above.
- (iii) Size of delivery vehicles will be limited as defined under 3.3 above.
- (iv) Deliveries to the building site will take place only from the street frontage of the site. The position of delivery points must be indicated on the site diagram, which must be submitted for approval in terms of 3.8 (iii) below.
- (v) The contractor has the responsibility of advising the entrance security staff in the morning of the details of the deliveries expected that day.
- (vi) The main contractor will be liable for penalties incurred by deliveries to his sites.
- (vii) No deliveries allowed if main contractor or representative not on site.

b. **Breach**

Penalties levied on the building contractor will be the same as if the contractor's employees were guilty of the transgression.

3.4.2 Concrete deliveries

The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. The following rules relate specifically to the concrete delivery vehicles.

a. **Description**

Drivers of concrete delivery vehicles must be briefed on this document.

b. **Breach**

- (i) Drivers not briefed will not be allowed access onto the Estate.
- (ii) Drivers found contravening the Estate rules and regulations will escorted of the estate and refused access to the Estate.
- (iii) The building contractor will be liable for penalties incurred by a concrete delivery vehicle.

a. **Description**

The washing off of Premixed concrete delivery vehicles must take place within the confines of the building site and spillage and runoff contained within this site. Prior to ordering the concrete the building contractor must indicate on the site diagram submitted in terms of 3.8 (iii) below where this will occur. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if this occurs.

b. **Breach**

The building contractor will be fined R500-00 per offence.

3.5 Storage Sheds/Huts

a. **Description**

The contractor will be allowed to erect green 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 site diagram, which must be approved by Estate Management in terms of item 3.8 (iii) below.

b. Breach

The contractor will be instructed to remove any structures that do not conform to this regulation.

3.6 Security

a. Description

- (i) The development is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Estate during private times.
- (ii) Security personnel control access to the Estate and the contractor must at all times adhere to their security rules.
- (iii) Personnel and sub-contractors of the contractor must at all times be in possession of an access pass, which will be issued by the contractor. The pass may only be valid for the period that the subcontractor is required to be on site and must be renewed monthly.
- (iv) Personnel must be transported by vehicle to the relevant sites and will not be allowed to walk from one area to another.
- (v) The Estate Security must sign in all contractor vehicles entering the Estate. These vehicles and personnel of the contractor will be subject to be searched by security staff on entering and exiting the Estate.

b. Breach

- (i) Any member of contractor's staff not adhering to this regulation will be removed from site.
- (ii) In addition the contractor will be fined R150, 00 per transgression.
- (iii) The contractor will be fined R 1000,00 for any personnel who are found walking from site to site on the Estate.

3.7 Traffic Controls

a. Description

- (i) For security and safety reasons the speed limit on the Estate for all contractors' vehicles is 35km/h.
- (ii) Each site will be allowed a maximum of two vehicles on the property so as not to cause disruption and damage to road verges.
- (iii) None of the contractor's vehicles entering the Estate will be allowed to be overloaded with material or personnel. No personnel will be allowed to hang on to any moving vehicle or other equipment.
- (iv) The contractor is responsible for all his employees, subcontractors and delivery vehicles to ensure adherence to these rules.

b. Breach

The contractor will be fined an amount of R500-00 per transgression. Continuous non-compliance will result in the contractor being expelled from the site.

3.8 Roads and Road Verges

a. Description

- (i) Contractors must ensure that the road in front of their building site is at all times swept clean. This is to minimise damage and ensure longevity of the brick road surface.
- (ii) Contractors must ensure that the kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.
- (iii) Building material will be stored on the building stand. Special permission may be obtained from THE ASSOCIATION to neatly store some material on the road verge directly in front of the building site.

b. Breach

- (i) The contractor will be fined R 150,00 per day for un swept roads.
- (ii) The contractor will be held financially and legally responsible for the damage to road surfaces and kerbs caused through his building operations.

3.9 Advertising

a. Description

- (i) The contractor or his sub-contractors may place no advertising material on the Estate.
- (ii) The contractor may place an approved builder's board on the stand for the duration of the construction period.
- (iii) Builder's boards must be removed no later than one month after the construction has been completed.

(b) Breach

- (i) Advertising material will be removed from the erf without notice.
- (iv) Any material held by management for more than 2 days will be discarded of.

3.10 Building Plan Controls

AS BUILT DRAWINGS WILL NOT BE ACCEPTED

a. **Description**

- (i) The building contractor must ensure that a copy of the signed approved building plan must at all times be on site available for inspection by the homeowner's representative.
- (ii) **Any variations to the approved building plan must be submitted to THE ASSOCIATION for signed approval and may only be implemented once the approved variation is available to the contractor.**
- (iii) Prior to commencing building the contractor must:
 - (i) Set out the foundations for inspection and approval by the THE ASSOCIATION;
 - (ii) Confirm the height of buildings with the THE ASSOCIATION;
 - (iii) Set out and confirm the form of driveway with the THE ASSOCIATION;
 - (iv) Provide a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material storage areas; the position for concrete delivery wash-off; and the position of deliveries.
- (iv) The building contractor must make application to THE ASSOCIATION for the inspection of the Plinth Level, to ensure that the correct overall height of the building is maintained. This inspection must be done prior to the commencement of the construction of the superstructure.
- (v) Before applying for the Occupation Certificate from the local authority a Clearance Certificate must be obtained from THE ASSOCIATION. This certificate must accompany the Occupation Certificate application to the local authority.
- (vi) Please note that the electrical supply to the residence will only be connected on the presentation of the Occupation Certificate. THE ASSOCIATION reserves the right to have any connection made without a valid Occupation Certificate disconnected.

b. **Breach**

- (i) The contractor will be denied access to the Estate until the above documentation is in place.
- (ii) The contractor will be required to remove any structures that do not conform to approved plans.

3.11 **General Controls**

a. **Description**

- (i) The contractor will be required to open all service connection before commencing with the construction of the home.
- (ii) Main contractor to have a representative on site during construction

3.12 Estate Guidelines

At the inception of the estate, one of the first tasks was to put together a set of guidelines for the estate. The purpose of these guidelines is to ensure good order among the residents and especially between neighbours. The guidelines comply with the normal municipal rules, but also take the Atlantic Beach environment into account.

Unfortunately we do not live in an ideal world where all guidelines are complied with at all times. Self-regulation would have been the ideal, but we all know how difficult that is and the only solution is a set of guidelines. As we are living in a dynamic society, these guidelines have to be enhanced on an ongoing basis.

The guidelines are to facilitate the existence of a high quality, crime free, aesthetically acceptable and community driven environment for residents of the estate. Various guidelines pertaining to conduct, environment, administration and security have been made in terms of the Memorandum of Incorporation of the Home Owners Association for the protection of this lifestyle. They are binding on all residents of the estate. In the event of any breach of the estate guidelines by the members of any member's household, or his guests, or lessees, such breach shall be deemed to have been committed by the member himself.

4. PAYMENT OF FINES

a. Description

All monies owing to the Association must be paid on the first day of the month following the fine. All payments to be made to ABHOA must be made at the estate office. All fines will be issued to the building contractor, and will subsequently be raised on the owners estate levy account. The owner remains responsible for all fines issued to a builder on their site and will be liable therefore.

b. Breach

In the event of the owner failing to pay fines in time the contractor will be denied access onto the estate.

5. GUIDELINES FOR CONTRACTORS/ OWNERS

a. Description

Contractors will become accredited once the contractor/ owner has:

- Signed a written undertaking and/or builder's Code of Conduct approved by the officer (Estate Manager); and
- Made the necessary deposits (R10 000 New Building & R5000 Alterations) to the officer.

To cover expenses in the administration of the housing delivery process each owner will be levied an amount of **R 27000** per building site per month payable to ATLANTIC BEACH HOMEOWNERS ASSOCIATION. The building levy charges will be raised on the owners estate levy account from the date on which the Code of Conduct was signed, and payable via debit order as prescribed by the rules of the Association. The levy must be paid by the 1st of every month and is paid in advance.

The owner remains responsible for the payment of all levies as such. Levies will stop once a clearance certificate has been issued in terms of the completion of the dwelling as per the approved plans.

b.

Breach

In the event of the owner failing to pay the building levy in time the contractor will be denied access onto the estate.

6. LIABILITY OF OWNER

The owner of the property shall be liable for the due compliance of the builder as provided for in this agreement including the payment of all debts and fines for which the builder may become liable mentioned in this agreement.

SIGNED AT _____ ON _____

COMPANY NAME: _____

COMPANY / CC REG NO: _____

NHBRC NO. _____

VAT NO. _____

NAMES OF DIRECTORS	DIRECTORS ID NUMBERS

PHYSICAL ADDRESS: _____

POSTAL ADDRESS: _____

CONTACT NUMBER: _____

CELL NUMBER: _____

E-MAIL ADDRESS: _____

SIGNATURE OF Builder

DATE

SIGNATURE OF Owner

DATE

<u>FOR OFFICE USE ONLY</u>	
ESTATE MANAGER SIGNATURE:	DATE: