

Leloko Hartbeespoort Dam

Procedure for Building & Building Contractors

For

“Residential ” Properties



INTRODUCTIONS

1. The primary intention of the provisions hereunder is to ensure that all building activity occurs with the least possible disruption to residents, and to reduce the unsightliness of building operations. The Leloko Homeowners Association (“HOA”), has imposed certain rules relating to Building Contractor activity in the Estate.
2. LEGAL STATUS
 - 2.1 The rules governing building activity are rules imposed by the HOA and are binding to all stand owners and their Building Contractors, suppliers and sub-contractors. It is up to the stand owner to ensure that the rules in their entirety, including, but not limited to the Conduct Rules attached, are understood and observed by the 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 duly 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 agents, 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, payable immediately, and if necessary, removal from the Estate, and claims for damages will be implemented.
3. QUALIFICATIONS OF CONTRACTORS
 - 3.1 Only accredited Building Contractors will be allowed to operate in the Estate. By accrediting any contractor, the HOA and Developer in no way accept responsibility for the contractor, and the contract remains firmly between the client and Contractor.
 - 3.2 Only Contractors registered with the Master Building Association, NHBA, BBIFSA and NHBRC , and with an acceptable construction record will be considered. References of prior building contracts may be required, and credentials which may be requested by 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 & Pool Institute of SA.
 - 3.4 No “owner-builder” will be permitted unless the owner is an accredited building contractor.
 - 3.5 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.

- 3.6 A building performance deposit must be paid over to the HOA before construction commences. This deposit will be held in an account of the HOA (free of interest) by the HOA and will be used in the eventuality of the exterior construction work and improvements to the property, not being satisfactory completed. This deposit will also be used to remove any rubble or make good any damage caused by the Contractor or his sub-contractors, or suppliers, including kerbing, landscaping, community services, roads, irrigation, etc., and for any outstanding spot fines and or fees.
- 3.7 The amount of this building performance deposit is separately scheduled in “Amounts Payable” at the end of this section.
- 3.8 This deposit amount may be “rolled over” from one house contract to another.
- 3.9 Although the HOA 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.
- 3.10 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.

4. DESCRIPTION

The term “Contractor”, shall apply to all Contractors, sub-contractors, and any “supply and fit” operation that occurs in Leloko Lifestyle Estate, whether under the appointment by a main Contractor, sub-contractor or owner, and whether casual or formal, and included, 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 14 days’ written notice of his intent to start building and provide the following information:
- 5.2.1 A site handover document, signed by the Contractor and the HOA.
 - 5.2.2 A copy of the Architectural Design and Building Rules, signed by the owner and Contractor.
 - 5.2.3 A copy of the Estate Rules, signed by the owner and Contractor.
 - 5.2.4 A copy of the Building Contract between the owner and Contractor, duly signed by both.
 - 5.2.5 The HOA letter of accreditation of the Contractor.
 - 5.2.6 Payment of the building performance deposit.

5.2.7 Payment of the sewer, water and electrical connection fee and consumption deposit.

5.2.7.1 Payment of the water connection fee of R4980.00 HOA will bill the owner and will be responsible for the Instalation of an approved water meter.

5.2.7.2 Payment of the Electrical meter fee of R3600.00. HOA will bill the owner and will be responsible for the Instalation of the electrical meter.

5.2.7.3 All sewerage connections have been done by the developer. The Contractor must ensure that they connect to Sewerage connection already on site and under no condition are new connection allowed to the main sewerage line.

5.2.8 The architects receipt of payment of fees as per schedule below:

5.2.8.1 Phase 1 R 20 000.00 excluding VAT

5.2.8.2 Phase 2 R 25 000.00 excluding VAT

5.2.8.3 Phase 3 R 30 000.00 excluding VAT

5.2.8.4 Phase 4 R 40 000.00 excluding VAT

5.2.8.5 Plan Scrutiny fee will be calculated according to a sliding scale.

0 – 200m2 R4 000.00 excl VAT

200 – 300m2 R6 000.00 excl VAT

300 – 400m2 R8 000.00 excl VAT

400m2 and above R10 000.00 excl VAT

5.2.8.6 Special Designs – Limited Service

Charged on a Rate per m2 at R330/m2 + VAT. We generally offer up to a 15% discount depending on the scope of work and nature of the design based on the clients brief.

5.2.9 Final Aesthetical Inspection R650.00 (excluding VAT)

The intent of the Final Aesthetical Inspection is to determine whether the structure has been built according to the Madibeng Approved drawings and if it complies with the minimum requirements as per the checklist made available to the Contractor.

- Contractor/Owner to ensure that all items indicated on the Final Aesthetical Inspection Checklist and other as requested by the HOA to be completed before a request for inspection
- Contractor/Owner to make a request in writing for a date of Final Inspection
- Aesthetical Inspection (14 calendar days in advance)
- HOA to notify Ambient Arch Studio of request
- Ambient Arch Studio to confirm date of inspection to HOA
- HOA to make appointment with Contractor/Owner
- Contractor to make available copies of the Madibeng Approved drawings on day of inspection
- Outcome of the Final Aesthetical Inspection will be conveyed to HOA
- Final aesthetical inspection required for HOA Occupation certificate to be issued

- 5.2.10 The working drawings, specifications and schedule of finishes approved by the HOA.
 - 5.2.11 A copy of the working drawing as approved by the Hartebeespoort Dam T.L.C (The Local Authority), Madibeng Municipality.
 - 5.2.12 Confirmation of land ownership.
 - 5.2.13 Contractor will include the “standard” approved HOA house numbering unit for each house that he has to construct.
 - 5.2.14 Contractor will include the approved pre-paid electrical meter as per the specification of the HOA .
 - 5.2.15 Contractor will be responsible for planting grass on the pavement area.
 - 5.2.16 Contractor will ensure that the approved water meter and temporary electrical connection will be in place before commencement of construction. The temporary connection box will remain the property of the HOA.
 - 5.2.17 The Developer shall not be liable to point out the survey pegs of the Property to the Purchaser nor shall it be liable for the costs to locate such pegs. HOA representative has to be present when the pegs are pointed out before commencement of construction.
 - 5.2.18 Fibre to home infrastructure will be available from the manholes. Contractor to ensure connections are done to houses as stipulated on plans.
- 5.3 A list of all sub-contractors and suppliers expected for this contract, to be provided to the HOA. 24 Hour contact details for emergency purposes, of the Contractor, plumber and electrician to also be provided.
 - 5.4 Within 14 days of commencement date, a copy of the contractors All Risks and Public Liability Insurance to be submitted to the HOA.
 - 5.5 Piling and Structural Engineers to supply a foundation plan and proof of professional indemnity to the amount of at least R10 million and which must include cover for consequential circumstances and adjacent stands

6. SITE COMMENCEMENT PROCEDURE

- 6.1 Prior to site commencement, the Contractor shall conclude with the HOA the detailed and then current arrangements regarding:
 - 6.1.1 Security and access control for staff and deliveries.
 - 6.1.2 Yard, storage and office area.
- 6.2 The Contractor shall arrange a formal handover of the house site with the HOA, inspecting and confirming the:
 - 6.2.1 Correct site location, pegs and boundaries.
 - 6.2.2 Confirmation of installation of the 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 other existing services and servitudes,
 - 6.2.6 Recording the condition of surrounding property, fences, manholes, I.E's, roads.

- kerb, pavement etc. with photographs if necessary.
- 6.2.7 Installation and screening of a site toilet
- 6.2.8 Provision of a site litter bin,
- 6.2.9 The approved building board is erected. See diagram attached.

- 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 others may make reasonable co-operative efforts, any queries or uncertainties should be referred by the owner to the surveyor.
- 6.4 It is noted that the owner will be invoiced for water and electrical consumption during building operations, and is to make his own arrangements with his Contractor.
- 6.5 An outline programme of building works to be submitted by the Contractor at this meeting.
- 6.6 All or any outstanding documentation, per paragraph 5 above, payments, deposits, approvals, etc., must be made by the latest at this formal site handover, 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 100% completed within 12 months, to HOA standards, including painting, paving, fencing, irrigation and landscaping. This time period shall be extended for builder's holidays.
- 7.2 The building contract periods are as follows:

Single story houses	Building – 12 Months
Double story houses	Building – 12 Months

- 7.3 The building will be complete within this period to the HOA standards, including painting, paving, fencing, irrigation and landscaping. This time period shall be extended for builder's holidays. If the house has not been completed within this timeframe, a penalty will be imposed as follows:

Effective on date of completion	1 x 1 Levy
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- 7.4 The Contractor to provide to the HOA a monthly programme update in simple bar chart format.
- 7.5 The Contractor to attend site meetings as and when called for by the HOA.
- 7.6 Updated information to be provided as necessary of suppliers and sub-contractors, and emergency contact details.
- 7.7 The Contractor to check all construction materials on delivery, and color schemes, against the architectural guidelines for correctness.

- 7.8 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.
- 7.9 Any work near the boundary which impacts onto, spills over, or effect or alters the existing ground, or the erosion protection measures of the embankment of waterfront properties, shall be resolved at the owners cost, in conjunction with, and to the satisfaction of the HOA.
- 7.10 The landscaping and irrigation is an integral part of the building contract, and must be shown on the site plan. No landscaping may commence until the layout has been approved by the Estate Landscape Architect.
- 7.11 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.
- 7.12 Environmental Considerations during Construction. Please note that these rules apply to every contractor, sub-contractor, and any other persons employed directly by the owner.

7.12.1 Scope:

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

7.12.2 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.

7.12.3 Temporary Services and Facilities.

All fuel storage tanks shall be bunded to 110% of the total storage capacity. Fuel dispensing areas and workshop areas shall be provided with an impervious hard standing drainage to an oil separator or sump.

7.12.4 Protection of Internal lakes and Main Hartbeespoort 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.

The contractor shall conduct his activities so as to cause the least possible disturbance to the internal lake. Special care shall be taken by the Contractor to prevent irreversible damage to the environment. In order to achieve this it is recommended that contractors advise their clients that the retaining walls (where applicable) should be constructed before any work on the house commences. A fine of R1000.00 will be issued for any pollution whatsoever of the inter lakes or main dam, per incident.

7.12.5 Refuse and Waste Control

7.12.5.1 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 situations.

7.12.5.2 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.

7.12.6 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.

7.12.7 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.

7.12.8 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.

7.12.9 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.

7.12.10 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) Leq 60, and a maximum sound pressure level of 70dB (A).

7.12.10.1 "Jack hammers" will only be allowed with the written consent from the HOA

8. CONNECTION INFORMATION, PIPES & SLEEVES

- 8.1 Reticulation of services and connection information is available from the HOA
- 8.2 The water reticulation is managed by the HOA , and connection fees and consumption deposits shall be paid to the HOA .
- 8.3 The sewer is managed by the HOA, and connection fees and consumption deposit shall be paid to the HOA .
- 8.4 The electrical reticulation is managed by the HOA and connection fees and consumption deposits are paid to the HOA.
- 8.5 Leloko Lifestyle Estate is serviced by underground telephone sleeves and cables. All houses shall have approved sleeves linking the main Telkom reticulation to the house, whether the owner requires the service or not.
- 8.6 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. Subject to HOA approval.
- 8.7 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.
- 8.8 Please note that the HOA requires that a 80 A single phase circuit breaker be installed in the electrical distribution box situated in the house. Three phase connecions of

whatever size must be negotiated with the HOA before design stage, as the HOA has the right to refuse such request. Should the application be successful, all associated cost will be for the account of the owner.

8.9 There is no communal TV distribution yet, and no linked up reticulation is required yet.

9. FINAL CLEARANCE / COMPLETION PROCEDURE

- 9.1 The owner / Contractor shall give the HOA at least 14 days' 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 Contractors may only remove the construction board once the house handover date has been confirmed.
- 9.4 At the final inspection, the Contractor to provide copies of:
 - 9.4.1 The Council's Occupancy certificate,
 - 9.4.2 The Council's Final Drainage certificate, if applicable.
 - 9.4.3 The Electrical certificate, (COC)
 - 9.4.4 The Structural Engineer's certificate of completion,
 - 9.4.5 The roof Engineer's certificate,
 - 9.4.6 Termite treatment certificate,
 - 9.4.7 Gass certificate,
 - 9.4.8 Request for refund of performance deposit.
- 9.5 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.
- 9.6 The HOA shall be liable for the first final inspection done by the Architect. The Contractor shall be held responsible if any additional inspections needs to be arranged. Payment will be subtracted from builders deposit.
- 9.7 The final inspection requirements shall include:
 - 9.7.1 Compliance with the approved plan and exterior finishes and architectural guidelines.
 - 9.7.2 House painted Leloko approved colours
 - 9.7.3 Completion of all external work including paving, fencing, irrigation, Landscaping and boundary walls.
 - 9.7.4 The site entirely clean and tidy,
 - 9.7.5 Any damages to Estate or adjacent property and services recorded,
 - 9.7.6 Main electrical supply installed as per drawings.
 - 9.7.7 Electrical power switched on.
 - 9.7.8 Sleeve under driveway as per approved plans.

- 9.7.9 Copy of confirmation from the HOA that there are no outstanding amounts due on the accounts.
 - 9.7.10 Stormwater outlets in place.
 - 9.7.11 Stand number in place as per Leloko standards
 - 9.7.12 Accepted/approved Final Aesthetical inspection checklist.
- 9.8 Provided that all conditions and requirements have been met, a Certificate of Completion/occupation will be issued by the HOA.
- 9.9 Unless and until such Certificate of Completion is issued, the owner may not occupy the house or outbuilding, and the HOA reserves its rights to take measures against such occupancy.

CONTACTORS SCHEDULE OF AMOUNTS PAYABLE

1. CONTRACTOR TYPES

1.1 Contractors shall be designated by the HOA as either:

1.1.1 Deposit Contractors

(Main contractors, pool, deck, jetty, landscape and paving contractors), or as

1.1.2 Non-deposit Contractors

(Specialized small works, supply and fit contractors, e.g. patio doors, TV satellite dishes, air-conditioning, maintenance printers, etc.)

2. BUILDING PERFORMANCE DEPOSITS

2.1 Deposit contractors.

2.1.1 Main Contractors

2.1.1.1 The amount of this deposit shall be R 25 000 per house contract, payable to the HOA, before work commences.

2.1.1.2 An amount of R4 000 will be non-refundable.

2.1.1.3 The balance of R21 000.00 shall be refunded on certified completion of the building including all external works, landscaping, fencing, paving etc.

2.1.1.4 This deposit amount may be “rolled over” from one house to another.

2.1.1.5 This deposit will be held in trust (free of interest) by the HOA and will be used in the eventuality of the exterior construction work and improvements to the property, not being satisfactorily completed. This deposit will also be used to remove any rubble or make good any damage caused by the Contractor or his sub-contractors, suppliers, including kerbing, landscaping, community services, roads, irrigation, etc., and for any outstanding fines.

2.1.2 Performance deposit release.

The final release of this deposit shall be subject to submission to the HOA of: -

- a. The HOA's appointed agent's certificate of completion;
- b. The Local Authority's certificate of completion and occupancy;
- c. The Local Authority's final drainage certificate;
- d. An electric certificate in accordance with NBR;
- e. The structural engineer's certificate of completion;
- f. The roof engineers certificate of completion,
- g. The certificate of floor slab termite treatment.
- h. Gass certificate.

- i. A Letter confirming the hose has been painted approved Leloko colour.
- j. A letter confirming that the 110mm sleeve has been installed, 1m from the kerb under the driveway.

And shall only be refunded within 14 days once all the above documents are Correctly completed and the Occupation/Completion Certificate has been issued.

NB! The HOA has rights to prevent occupation of any house if the above is not fully complied with.

2.1.3 Swimming pool, Deck and Jetty Contractors

- a. The amount of this deposit shall be R 5 000.00 per pool or deck or jetty contract, payable to the HOA.
- b. Application for refund to be made to the HOA, who shall respond within 7 days and give notice of any items regarded as incomplete, or deductions to be made for damages, and the contractor to complete and or resolve with the HOA these issues within a further 7 days, and the deposit shall then be paid out, less deductions after 7 days. 21 days minimum to therefore be allowed for processing.

2.1.4 Landscaping and Paving Contractors (When separate or additional to main contract).

The amount of this deposit shall be R 2 500.00 per house contract, payable to the HOA. This amount shall be increased to R 5 000.00 if work includes for waterfront property major reshaping.

2.2 NON-DEPOSIT CONTRACTORS

2.2.1 Casual or Specialized Contractors

- a. No deposit shall be payable.
- b. This shall be reviewed in respective cases where the scope of work may warrant protection of the Estate's interests.
- c. As there is potential for damage to Estate property, and unsightly installations, etc. these contractors shall require daily authorization by the HOA prior to their exit of the Estate.

3. SPOT FINES

- 3.1 Shall be payable to the HOA immediately on being issued, or within 7 days.
- 3.2 Shall be issued for conduct and disciplinary breaches.
- 3.3 Shall be no less than R 250.00 up to R 1 000.00 at the sole discretion of the HOA.

4. SECURITY

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.

5. DEMERIT POINT SYSTEM

A penalty points or demerit point system was introduced to enhance the quality of the Building on the Estate to further the property values of the greater Leloko Estate.

The number of demerit point issues to contractors will be based on the severity of the offence committed. The attached table (Table 1) indicates the number of points issued for each offence.

When demerit points are issued to contractors, they will be informed in writing. The letter will include the total number of demerit points that the contractor has accumulated thus far, and a breakdown of these demerit points. In calculating the demerit points for a contractor, the points accumulated from all the worksites under the same contractor will be considered together. Summary of offence attached in the table below.

Offence	Number of demerit points
Commencing with construction without Leloko HOA Commencement Certificate PLUS R1000.00 fine	2
Warning relating to general housekeeping on site not according to Leloko HOA Standards	2
Fine relating to warning on general housekeeping on site not according to Leloko HOA Standards	3
Warning relating to any breach of any rule as stipulated in any of the Leloko HOA Rules / Standards	2
Fine relating to any breach of any rule as stipulated in any of the Leloko HOA Rules / Standards	5
Connecting toilet onto or disposing of waste directly into sewer system PLUS R1000.00 fine	5
Deviating from plans without informing the HOA	2
Defective building work - building work done not according to Leloko Standards	5
Non-Compliance with NHBRC or any other building of construction authority	5
SHEQ - Failing to comply with audit	5
Prosecution action taken for accident that led to serious injuries to any person	10
Prosecution action taken for dangerous occurrence (potential for multiple fatalities)	15
Prosecution action taken for accident that led to death of one person	20
Prosecution action taken for accident that led to death of more than one person	30

On receiving ten (10) or more demerits, the contractor will be suspended as per the Demerit Point System as set out by the Leloko HOA as attached herewith.

What penalties will be imposed	Number of demerit points
Access will be denied until the breach / offence is rectified to the satisfaction for the HOA	10
Blacklisted and will only be allowed to complete existing projects.	20
Blacklisted and will not be allowed to do any construction work on Leloko Estate within next 12 months.	25
Blacklisted and will not be allowed to do any construction work on Leloko Estate ever again.	30

CONDUCT RULES
FOR BUILDING CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS, OPERATING
WITHIN LELOKO LIFESTYLE ESTATE

1. SITE ACCESS AND EXIT

- 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 interest of maintaining security on the Estate.
- 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.
- 1.3 As improvements to the security and access controls are on-going, these procedures will be reviewed form time to time.
- 1.4 Hours of work!
Contractors may only enter the Estate after 07h00 in the morning and must vacate the Estate by 17h00. No labours 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.
- 1.5 Weekend work will only be allowed in exceptional cases, and if arrangements have been made and approved of in writing by the Estate Manager. Applications in this regard should be lodged with the HOA the Wednesday prior to the required date of weekend work.
- 1.6 Only authorized vehicles will be allowed onto the Estate. There is a load restriction of 6 ton per axle and vehicles may be subject to axle load testing by the HOA prior to being allowed entry. Except 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.
- 1.7 Deliveries must be scheduled for between 7am and 4pm on weekdays only, unless alternative arrangements have been made and approved by the Developer or HOA.
- 1.8 Vehicles entering and exiting the Estate may be subject to a search by the Estate Security Personnel.
- 1.9 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.
- 1.10 Materials can only be removed from site if accompanied by a transfer note signed and stamped by an authorized officer of the Contractor and HOA.

- 1.11 Points of Access
Contractors shall only access and exit through the designated "Construction Gate", on the east/west boundary, and specifically not through the main entrance gate.
- 1.12 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.

2. CONTRACTORS LABOR

- 2.1 Contractor's labourers must wear overalls or shirts with the name of the contracting company displayed on it. The choice of colours must be agreed to with the HOA before any work commences.
- 2.2 Labourers found without the above clothing will be removed from site by the Estate Security Personnel.
- 2.3 Labourers 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. Labourers must lodge a valid identity document at the construction access gate which will be exchanged for an employee I.D. token. The I.D. document will be handed back on the return of the I.D. token.

3. DISCIPLINE

- 3.1 The Contractor is responsible for the discipline of his labour, sub-contractor labour and delivery personnel on site.
- 3.2 Labours are not permitted to walk between the construction gate and the house site.
- 3.3 No vehicles will be allowed to cross any part of the Estate or parkland or to deviate from roads or recognized road routes. Any vehicles contravening this rule will attract a spot fine, be liable for instant removal from the site, and liable for damages sustained.
- 3.4 Vehicles with mechanical legs on trailers must use protection for possible road surface damage.
- 3.5 If any employee is found disturbing or endangering the animal, fish or bird life, 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 site and both employee and the company will be denied the chance to undertake any further work on the Estate.
- 3.6 The Contractor is responsible for all his sub-contractors as well as their deliveries to site, and any damages caused by his own employees, sub-contractors employed by him or delivery vehicles delivering materials to his site is, and he is liable to pay for any damages that may occur on the site. These damages also include damages to kerbs, roads, plants, irrigation, and or damage to private or Estate property. If any employee is

found disturbing or damaging any of the flora and fauna of the Estate, other than that required for the building contract, the company who employees that person will be removed from site and the appropriate action taken.

- 3.7 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.

4. HOUSEKEEPING & TIDINESS

- 4.1 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.
- 4.2 The site must be screened off on four sides with forest fence or other HOA approved material of 1.8m high, at all times during building operations with the only access being from the roadside during working hours. This access to be in the form of a lockable double farm gate 1.8m high with diamond mesh.
- 4.3 No concrete, dagga, cement or such may be temporally stored, or mixed or prepared on any of the roadways, kerbs and pavements.
- 4.4 Materials which are off load by a supplier or Contractor may not encroach onto the adjacent site, the pavement or roadway. 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.
- 4.5 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.
- 4.6 The Contractor shall provide adequate facilities for rubbish disposal and ensure that the workers use the provided facility and that the rubbish is removed weekly. No rubbish may be burnt or buried on site. Nor 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.
- 4.7 Accumulation of hard-core for fill shall be neatly piled. With the HOA consent, on-site disposal dump or spoil zones may be arranged.
- 4.8 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 the 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.
- 4.9 As the sewer treatment plant for the Estate is operated by the HOA and cannot process unreasonable waste, Contractors shall treat the drains as a septic tank system, and shall not allow foreign objects, items and construction materials as noted in 4.8 above, to enter the system.

- 4.10 Fires for cooking or other purposes will not be permitted and contractors shall ensure approved alternative meal arrangements are made.
- 4.11 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 positioned and screened and kept hygienic.
- 4.12 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 plump and level position throughout the contract, and must be removed immediately after completion of each house construction.
- 4.13 No Contractors, sub-contractors or suppliers boards of any kind will be allowed.
- 4.14 Construction materials may only be delivered to the house site on as-needs daily basis for installation by latest the Friday of that week, and surplus materials must not be allowed to visibility accumulate on the house site.
- 4.15 The certificate of completion by the HOA includes for the site to be entirely cleared of all rubble, surplus materials, and be impeccably clean, and the verge reinstated, all to the satisfaction of the HOA.
- 4.16 Contractor's vehicles shall not be parked or left in the road, and screened designated parking areas shall be arranged with the HOA.

5. CONTACTORS YARDS, STORAGE AND OFFICES

- 5.1 Allocated areas, as authorized by the HOA, will be granted to accredit Contractors for their operational use.
- 5.2 A designated bulk storage area will be allocated to the Contractor for his materials, for disbursement to house sites. No storage sheds, containers, or yards will be allowed on house sites.
- 5.3 The appearance, management, servicing and qualifications for these facilities will be reviewed by the HOA, and negotiated on an as needs basis.

6. GENERAL

- 6.1 The speed limit is 30km/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 reduction is essential, and Contractors shall endeavour 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 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.

7. 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 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 Contractor, Sub-contractor, or owner.

PROCEDURES FOR PLAN APPROVAL

FOR HOUSES

1. The Estates appointed architects are:
Ambient Architects and only this firm may be used.
2. Owners may elect to either:-
 - 2.1 Conclude an appointment agreement directly with the Architect, and then negotiate with a Building Contractor, or
 - 2.2 work in conjunction with a building Contractor who will appoint the Architect and building costs can then be negotiated concurrently with the house design.
3. The Architect shall provide design and sketch plan proposals, final working drawings suitable for construction and Council approval. A further supervision or detailing work shall be negotiated directly with the Architect.
4. Building work shall not commence until the Architect has certified that their standard fees have been paid.
5. The owner shall formally apply to the HOA for approval of plans, and no building may be erected or altered without approval by the HOA and Council.
6. Plans must be submitted by the Architect for approval for: -
 - 6.1 main house constructions
 - 6.2 house alterations, additions and external changes.
7. All changes have to be approved by the architect in writing.
8. All drawings will have to be updated by the approved /appointed architect.
9. All cost associated for the update of drawings will be for the owner's account.
10. The HOA reserves the right to decide if drawings have to be resubmitted to Madibeng for approval.
11. All changes done without architect's written approval will be fined and no construction shall be allowed to proceed until approved by the architect or building corrected as per original drawings.

FOR SPECIALIST WORK

12. Plans, by specialists, must be submitted for approval for: -
 - 12.1 Swimming pools, water features, landscape features, enclosed patios, timber decks and jetties. (See Note 1 below)

13. Plans must be submitted for the landscape planting layout, either by a landscape architect or landscape contractor, or included in the Architect plans. The irrigation layout, extent of lawn, plant beds, structural elements and paving to be indicated.
14. Although formal plans are not required for satellite dish, air-condition or Breeze-air installations, awnings, blinds, or other external works, a simple copy of the existing plan, or some form of notice, should be submitted indicating proposed installations, for approval by the HOA. These installations to be as discreet as possible, viewed from the road. All subject to architectural rules and regulations.

GENERAL

15. There is no plan scrutiny fee payable to the HOA, for plans drawn up by Ambient Arc Studio Architects, but a hard copy and/or electronic file records shall be retained by The HOA. A plan scrutiny fee of R37/pm will be payable to Ambient Arc Studio for any plans not drawn up by themselves. The owner/Contractor to submit these to the HOA.
16. Before drawings may be submitted to Council for approval, they must carry the stamp of approval from the HOA.
17. Should any provisions of these architectural rules be regarded as contrary to the National building Act and Regulations (“NBR”), then the NBR shall take precedence.
18. It is intended that plans which contain adequate and correct information, and which conform to the Estate Rules will be approved within 10 working days of submission. The HOA however will not be responsible for any delays or damage should this process take longer than anticipated period.
19. The Developer or his appointed contractor/s is excluded from paying any building deposit to the HOA.

APPLICATIONS

20. All applications, plans and correspondence shall be submitted to the Leloko HOA.

Cautionary Note to Owners: -

When negotiating with your Building Contractor, please clarify the inclusion of the following Costs: -

- a. Electrical connection fee.
- b. Water connection fee.
- c. Sewer connection fee.
- d. Plan submission fees to Council.
- e. Geotechnical and Structural engineer’s fees.
- f. NHBRC House enrollment fees.
- g. Surveyors fees to confirm position of boundary pegs.

Note 1: Plans for pools, decks and jetties etc.: -

1. Standard plans, suitable for Council submission, drawn by the specialist contractor, must first be approved of by the HOA, with
 - a. Dimensioned plan, section and elevation, to scale 1:100 or 1:50, and dimensioned site plan 1:200 if also necessary;
 - b. position of building and boundaries and existing neighbours pools, buildings, the extent of paving, the high water line etc. to be indicated;
 - c. stand no, street name, North point, etc.;
 - d. details of materials, colours and finishes;
 - e. the position of the motor pump and housing, and back-wash waste-water connection **NOT** connected to the sewer, to be indicated on the plan;
 - f. formal application to the HOA.

PLEASE TAKE NOTE OF THE FOLLOWING IMPORTANT POINTS:

PROCEDURES FOR BUILDING CONTRACTORS

- Contractors are at all times responsible for their sub-contractors and their employees.
- A list of the sub-contractors and suppliers expected for this contract, to be provided to the HOA
- 24 Hour contact details for emergency purposes, of the Contractor, plumber and electrician to also be provided.
- From commencement of construction, the exterior of the building at least should be 100% completed within 12 months, to HOA standards, including painting, paving, fencing, irrigation and landscaping. This time period shall be extended for builder's holidays.

CONTRACTORS SCHEDULE OF AMOUNTS PAYABLE:

- Swimming pool, Deck, Pergolas and or alterations contractors
The amount of this deposit shall be R 5 000.00 per pool or deck or pergola, alteration contract, payable to the HOA.
- Landscaping and Paving Contractors
The amount of this deposit shall be R 2 500.00 per house contract The amount of this deposit shall be R 2 500.00 per house contract.

SPOT FINES

- Payable immediately or within 7 days.
- Conduct and disciplinary breaches. No less than R 250.00 up to R 10 000.00
- Any breach of architectural guidelines or changes done to the drawings without approval during construction period will be penalised:
 - a. The builder/owner will be given 7 days to rectify all changes, if not the builder will be refused access to site.
 - b. The units will be subject to inspection by the HOA approved Architects and all cost related to the inspection will be for the owner's account. No construction will commence until proof of payment is submitted to the offices.

CONDUCT RULES FOR BUILDING CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS, OPERATING WITHIN LELOKO ECO ESTATE

- Entrance after 07h00 in the mornings and vacate at 17h00. No labourers are allowed to sleep or overnight on site.
- Weekend work must be approved in writing by the Security Manager. All applications to be submitted by Wednesdays.
- Load restriction of 6 ton per axle.

- Deliveries: 7am – 4pm, Weekdays
- Vehicles entering subject to search by Security Personnel.
- Tools, equipment, machinery need transfer note by authorized officer of the Contractor.
- Access: "Construction Gate" North boundary.

CONTRACTOR LABOR - DISCIPLINE

- Overalls or shirts.
- I.D Document will be handed back on return of ID Token.
- Labourers are not permitted to walk between the construction gate and house site.
- No employee allowed to disturb or remove materials or goods off site without permission.
- Sites must be screened off with shade net in steel frames
- Contractors must clean roads where materials or mud or spoil is being driven or dropped on the road or sidewalk.
- No rubbish burnt or buried on site.
- Portable chemical toilet facilities must be kept hygienic.
- No contractors, sub-contractors or suppliers boards of any kind will be allowed.
- No storage sheds, container, or yards will be allowed on house sites.
- Speed limit 30km/h.
- Noise reduction is essential.

Signed this _____ day of _____ 20__

Home owner

Contractor

Name: _____

Name : _____

Stand No : _____

For Procedures for Building Contractors/Conduct Rules for Building
Contractors, Sub-Contractors and Suppliers/Procedures for Plan Approval

Stand no: _____

Street name: _____

Company name: _____

Contact person: _____

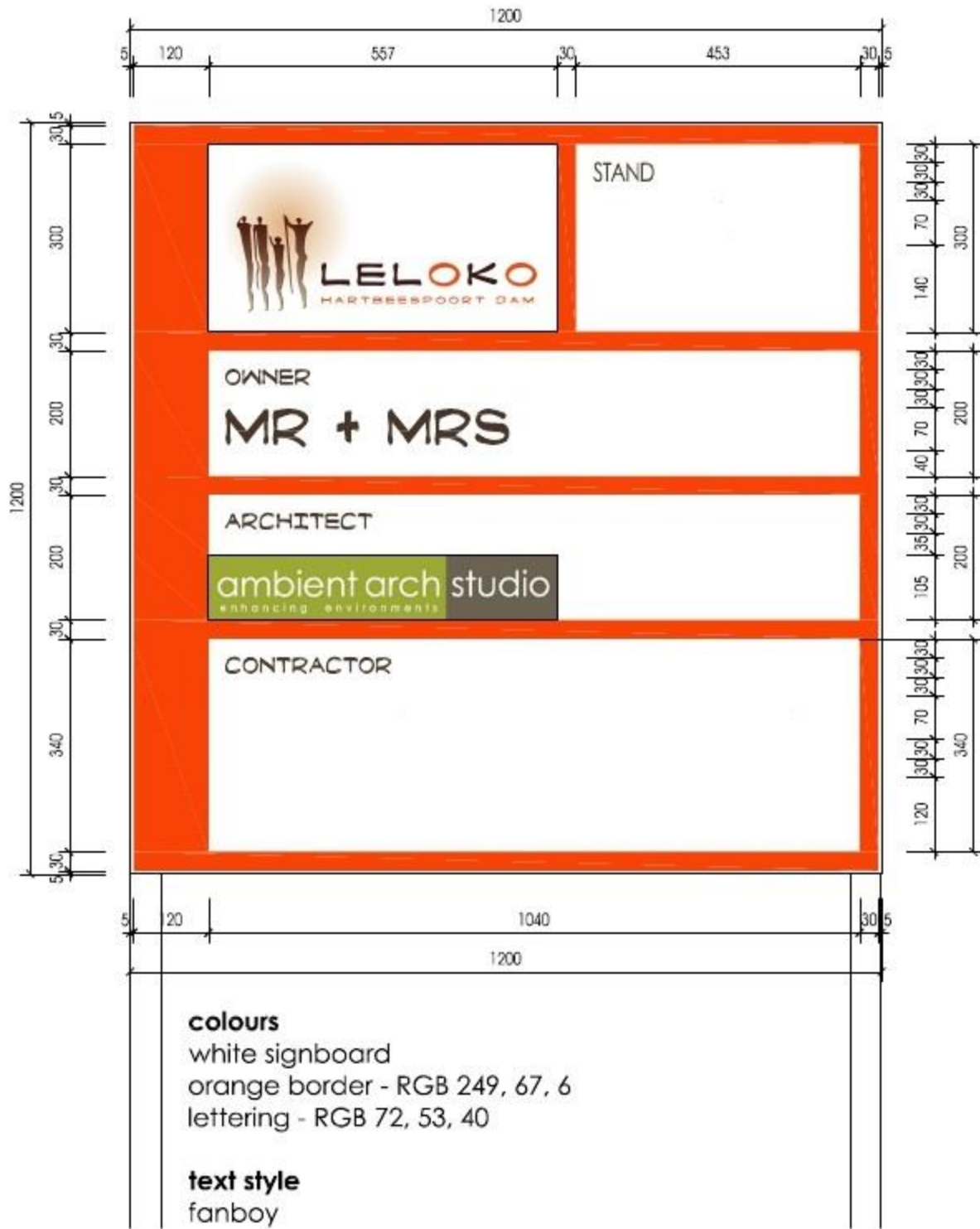
Contact no: _____

Date: _____

Signature: _____

Foreman name & surname: _____

Foreman contact number: _____



site signboard drawing
 scale 1:10

CLIENT
 project prop (pty)ltd

DRAWING
 site sign board

PROJECT No.
 1555

PROJECT
 leloko residential estate

ERF No.
 x

SCALE
 1:10

DRAWING No.
 1555-WD-501-board

DATE
 05/11/2012

REVISIONS		
1	05/11/12	DWG ISSUED TO CLIENT

REVISION No.
 1



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