



**Home Owners Association
Blue Valley Golf and Country Estate**

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BLUE VALLEY GOLF AND COUNTRY ESTATE HOA NPC

CODE OF CONDUCT CONTRACTORS
Annexure C

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Conduct rules for building contractors, sub-contractors and suppliers, operating within Blue Valley Golf and Country Estate

As the building within the residential estate will be constructed over a lengthy time period, the following guidelines have been formulated for the benefit of residents:

1. SITE ACCESS AND EGRESS

- 1.1. The contractor acknowledges he is aware that the Estate is a security Estate and will at all times adhere to the security regulation and controls, and agrees to co-operate with the HOA in the interest of maintaining security on the Estate.
- 1.2. Detailed procedures will be made available by the HOA to Contractors that will include security measures for authorized access and identification of vehicles and all personnel.
- 1.3. As improvements to the security and the access controls are ongoing, these procedures will be reviewed from 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 18h00. No workers will be allowed to sleep overnight on site. No employee may remain on the house site to "guard" the building. Contractors may negotiate with the HOA's appointed security company for this service, if required.
- 1.5. Construction will be limited to Monday 07h00 to Friday 18h00. No construction will be permitted on Saturdays, Sundays and public holidays unless by prior written agreement with the Estate Manager
- 1.6. Only authorized vehicles will be allowed onto the Estate. There is a load restriction of (6) ton per axle and the vehicles may be subject to axle load testing by the HOA prior to being allowed entry. Excepting for roof truss deliveries, no articulated vehicles are permitted in the Estate, unless by 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 of losses or damages in this regard.
- 1.7. Deliveries must be scheduled for between 7 am and 5 pm on weekdays only.
- 1.8. The Estate Security personnel reserve the right to search vehicles entering and exiting the Estate.
- 1.9. Tools, equipment, materials and machinery, other than used on a daily basis, can only be taken out of the Estate if accompanied by a transfer note, signed and stamped by an authorized officer of the contractor. Specific tools, equipment, materials and machinery must be recorded in a register by the security personnel for record keeping.



- 1.10. Points of access: Contractors shall only access and exit through the Contractors Gate situated in Rietspruit Road, and specifically not through the main gate situated off Rooihuiskraal Road.
- 1.11. Any contravention of security and access rules will be severely dealt with by the HOA, and depending on the nature and the circumstances, could lead to the suspension of building work, and barring of access to the Estate.

2. **CONTRACTORS STAFF**

- 2.1. Labour must be an employee 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.
- 2.2. All labourers must be registered at the Security Control Room. Access and egress control will be managed as per applicable SOP at the time.

3. **DISCIPLINE**

- 3.1. The contractor is responsible for the discipline of his labour, sub-contract labour and delivery personnel on site.
- 3.2. Labourers are not permitted to walk between the construction site and the entrance / exit gates. Labourers will remain on the site where they are busy constructing, and will not be allowed to move between construction sites on the Estate.
- 3.3. The contractor of any employee found walking across the golf course, or fairway between sites will be issued with a penalty fee, and the employee liable to instant removal from site.
- 3.4. No vehicles will be allowed to cross any part of the golf course, the fairway, or parkland, or to deviate from roads or recognized road route. Any vehicle convening this rule will attract a penalty fee, be liable for instant removal from the site and liable for damages sustained.
- 3.5. Vehicles with mechanical legs on trailers must use protection for possible road surface damage.
- 3.6. Any dispute between the contractor and its employees must be settled outside the boundaries of the Estate.
- 3.7. If any employee is found disturbing or endangering the animal, fish or birdlife, or is found pilfering, stealing or removing material or goods off site without permission or is involved with any form of violence, the company who employs that person will be removed from the site and both employee and company will be denied the opportunity to undertake any further work on the site.



- 3.8. The contractor is responsible for all his sub-contractors as well as the deliveries, and any damages caused by his own employees, sub-contractors employed by him or delivery vehicles delivering materials to his site, and he is liable to pay for any damages that may occur on the site. These damages also include damage to kerbs, roads, plants, irrigation and or damage to private property.
- 3.9. 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 AND 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 three sides with forest fence of 1.8 m height, at all times during building operations. This should include the Golf Course boundary.
- 4.3. No concrete, dagga, cement or such may be temporally stored, or mixed or prepared on any of the roadways, kerbs and pavements or Golf Course.
- 4.4. Materials which are off loaded by a supplier of 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 the vicinity of his house site is always kept neat and tidy, including materials or mud or spoil 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 facilities and that the rubbish is removed every Friday. 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.
- 4.7. Accumulation of hardcore for fill shall be neatly piled. With the HOA's consent on-site disposal dump or spoil zones may be arranged.
- 4.8. With the dams on the Estate, 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.



- 4.9. Fires for cooking or other purposes will not be permitted, and Contractors shall ensure approved alternative meal arrangements are made. Contractors must ensure that their employees make no fires for heating purposes.
 - 4.10. The Contractor shall provide approved portable chemical toilets 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 with shad netting cloth and kept hygienic.
 - 4.11. 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.
 - 4.12. No Contractor's, sub-contractors, supplier's or advertising boards of any kind will be allowed.
 - 4.13. Construction materials may only be delivered to the house site on an as-needs daily basis for installation by the latest the Friday of that week, and surplus materials must not be allowed to visibly accumulate on the house site.
 - 4.14. 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 re-instated, all to the satisfaction of the HOA.
 - 4.15. Contractor vehicles shall not be parked or left in the road, and a screened designated parking area shall be arranged with the HOA.
5. **CONTRACTORS, 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 designate bulk storage area could be allocated to the Contractor for his materials, for distribution to house sites. Approved storage sheds, containers, or yards could be allowed on house sites, if no alternative can be found.
 - 5.3. The appearance, management, servicing and qualification for these facilities will be reviewed by the HOA, and negotiated on an as-need basis.
6. **GENERAL**
- 6.1. The speed limit is 40 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.



- 6.2. No pets, birds, or domestic animals of the contractors' will be permitted onto the Golf course.
- 6.3. Noise and dust 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 c0-operative manner. Should the HOA have any concern with the conduct of the Contractor, his sub-contractor or his suppliers and any of their employees, the HOA may rectify as deemed necessary and/or reserve the right to suspend building activity either indefinitely or until such undesirable conduct is rectified, which it may do so at any time and without notice, and without recourse from the owner and/or Contractor and/or sub-contractor, and/or supplier.
- 6.5. If any rock blasting with explosives is done within BVCA the following necessary procedures must be taken:
 - Rock blasting will strictly occur under Act 26 of 1956 pertaining to explosives regulations. A copy of this act will be available at the Estate Managers office.
 - The Estate Manager will be informed prior to the blasting date.
 - All surrounding neighbours will be informed prior to the blasting date.
 - Danger tape will be used to close of the blasting area.
 - All necessary steps will be taken by contractor and blasting expert to ensure safety on the estate under Act 26 of 1956 pertaining to explosives regulations.

7. **PENALTIES**

Should it be found that a Main Contractor has not paid his deposit, nor that he has handed in a certified copy of his NRBHC certificate, the following penalties will apply:

- 7.1. Where a Main Contractor has not paid an R10 000 building deposit, but has commenced with any kind of construction, i.e. cleaning of stand for construction, digging of foundations, putting up of shade netting, a penalty of R1 000 will be issued to the Main Contractor and all construction on the site will be stopped until such time the deposit has been paid.
- 7.2. Where a Main Contractor has started any construction after he has paid his R10 000 building deposit, but has NOT handed in his certified copy of his NRBHC certificate, he will be issued with a penalty of R500 and all construction on the site will be stopped until such time that the certified copy of the NRBHC has been handed in at the Estate Managers office.

8. **CONSTRUCTION ACTIVITIES**

- 8.1. For all Contractors and laborers vacating the Estate after 18h00 on a week day.

- 8.2. One warning will be given for the first offence, where after a penalty will be imposed as follows: - R200 per worker as well as for the driver of the vehicle.
- 8.3. The contractor of any employee found walking across the golf course, or fairway between sites will be issued with a penalty fee, and the employee liable to instant removal from site.
 - 8.3.1. A penalty of R250 will be issued for every labourer walking on the estate from site of work to the gate of exit, unless prior arrangements have been made with the BVHOA
- 8.4. No vehicles will be allowed to cross any part of the golf course, the fairway, or parkland, or to deviate from roads or recognized road route. Any vehicle convening this rule will attract a penalty fee, be liable for instant removal from the site and liable for damages sustained.
 - 8.4.1. A penalty of R1 000 will be issued to every vehicle found driving on the golf course, the fairway, or parkland, or deviating from roads or recognized roads, unless prior arrangements have been made with the BVHOA
- 8.5. 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. No loose papers or rubbish of any kind are allowed to lie around the site. Each site must have a 210-litre drum where in all papers can be burned on a daily basis.
 - 8.5.1. Should it be found that windblown papers are emanating from a certain stand; a penalty fee of R500 will be raised against the contractor for not having a drum on site and for allowing papers /cement bags to be blown around the estate.
- 8.6. The site must be screened off on three sides with forest fence of 1.8 m height, at all times during building operations. This should include the Golf Course boundary.
 - 8.6.1. No construction will be allowed to commence if the site has not been screened off on three sides.
 - 8.6.2. Should construction commence without screens erected on site, a penalty of R500.00 will be issued.
 - 8.6.3. Should it be found that the screening around the perimeter of the stand is in a state of ill repair, a warning to the contractor giving him 24 hours to repair the fence, failing which a penalty of R500.00 will be issued to the Contractor.
- 8.7. The contractor to comply with the following regarding site screening:
 - 8.7.1. 80% green shade netting to be used. 1,5m high minimum.
 - 8.7.2. Minimum 100mm dia. Poles at 2m centres to be used at a minimum depth of 700mm.
 - 8.7.3. Shade netting to be reinforced with 4mm thick steel wire on top of poles.
 - 8.7.4. Failure to comply with the above mentioned will result in penalties being issued.
- 8.8. No concrete, dagga, cement or such may be temporally stored, or mixed or prepared on any of the roadways, kerbs and pavements or Golf Course.

8.8.1. Should it be found that cement or concrete is being mixed on the pavement area; a penalty of R500.00 will be issued to the Contractor on site.

8.9. The Contractor shall provide adequate facilities for rubbish disposal and ensure that the workers use the provided facilities and that the rubbish is removed every Friday. No rubbish may be burnt or buried on site except in the 210 litre drums to be provided by the contractor. 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.

8.9.1. Should it be found that papers are being burned on site, or a fire is made on site for any reason what so ever, a penalty of R500 will be issued to the contractor on site.

9. **BUILDING**

9.1. The Contractor shall provide approved portable chemical toilets 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 with shad netting cloth and kept hygienic.

9.1.1. No construction will be allowed to commence if a toilet has not been erected on the site.

9.1.2. Where it is found that there is no toilet facilities on a site, all construction will be stopped immediately and a penalty of R500 will be issued to the contractor.

9.2. 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.

9.2.1. Where it is found that there is no notice board on a site, all construction will be stopped immediately and a penalty of R500 will be issued to the contractor.

9.3. No Contractor's, sub-contractor, suppliers or advertising boards of any kind will be allowed on the estate at any time.

9.3.1. Should a contractors advertising board be erected for a contractor or Estate Agent on the Estate, a penalty of R250 will be issued to the advertiser.

9.3.2. Should an advertising board pertaining to the same advertiser be displayed a second time, a penalty of R500 will be issued to the advertiser.

9.4. It is an offence for any one, contractor or resident to dump rubbish or any building rubble anywhere on the estate at any time.

9.4.1. No warning will be issued to anybody found dumping anywhere on the estate at any time what so ever.

9.4.2. A penalty fee of R1 000 will be issued immediately to the offender and the offender will be instructed to clean up the area of dumping immediately and to remove the rubbish /building material that has been dumped.



- 9.4.3. Should the same culprit repeat the offence, a penalty of R2 000 will be issued and the offender will be instructed to clean up the area of dumping immediately and to remove the rubbish /building material that has been dumped.

10. DELIVERY OF PREMIX CONCRETE AT THE ESTATE

When "premix" concrete is being delivered with a premix truck to any stand on the estate, the following rules and penalties will apply:

- 10.1. Deliveries will only take place between 07h00 and 17h00
- 10.2. Deliveries will only be allowed from Monday to Friday, no deliveries during Saturdays or Sundays
- 10.3. All premix deliveries shall be done via the Contractors entry only and NOT through the main gate entry at any time.

11. PENALTIES

- 11.1. Should a premix truck mess premix concrete on any road on the estate, the delivery company will be held responsible and a penalty of R200 will be issued immediately to the driver. The truck will not be allowed access from the estate until the premix concrete has been cleaned up and removed
- 11.2. Should a driver of a premix truck be found dumping access premix concrete anywhere on the estate, the delivery company will be held responsible and a penalty of R1 000 shall be issued immediately to the driver. The truck will not be allowed access from the estate until the premix concrete has been cleaned up and removed.
- 11.3. Should a driver of a premix truck be found washing the premix truck anywhere on the estate, the delivery company will be held responsible and a penalty of R200 will be issued immediately to the driver.

Here is a list of typical transgressions of the Design Guidelines, the notice period as well as the penalty, which will be imposed for each transgression:

- 11.4. The washing line visible. Less serious, 30 days
- 11.5. The boundary wall on the golf course/street has been built up to 1,8m. More serious, 60 days
- 11.6. The building has not been built as per the approved drawings. As built drawings are to be provided, and the Ground Floor vs. First Floor Ratio could be over the allowed ratio. More serious, 30 days
- 11.7. A building line has been encroached. More serious, 3 months



11.8. The sewer needs to be enclosed. Less serious, 30 days

11.9. The swimming pool pump and Jacuzzi pump is to be enclosed. Less serious, 30 days

11.10. Landscaping is to be completed. Less serious, 30 days

11.11. Driveway is to be completed. Less serious, 30 days

11.12. Proof must be provided that the neighbours have given their consent for the balconies on first floor. Less serious 30 days

11.13. High Level Lighting has been installed that could become a reason for other owners to complain. Less serious, 30 days.

12. **ACKNOWLEDGEMENT**

The above document is fully understood and the Contractor and Owner undertake to comply with the above points, in addition to any further controls which may be instituted by the HOA from time to time in the form of a written notification and to ensure compliance by any sub-contractors employed by the Contractor, and any suppliers to either contractors, sub-contractors or owners.

It is hereby placed on record that should the owners, the contractors or any sub-contractors fail to comply with the terms and conditions of this document, the owner as the responsible party would be in breach of agreement, and should the owner fail to remedy such breach within 7 (seven) days from date of delivery of a notice by the Home owners Association to this effect, the Home owners association will have the right inter alia:

12.1. Apply for an interdict on an urgent basis to prohibit any further building works on the premises and/or to rectify any transgressions, the costs whereof will be borne by the owner.

12.2. Will be entitled in addition to clause 2.3.3.2, to calculate any damages that the Home owners Association has suffered on account of the breach of contract by the owner and be entitled to without derogating from any other remedies available to the Home owners association in Law, institute a claim for damages suffered as a result of such breach of contract, which costs will also be borne by the owner.

12.3. Will be entitled in addition to clause 2.3.3.1 and/or 2.3.3.2 to, in terms of clause 2.3.9 of the Memorandum of Incorporation (MOI), impose a system of penalties and other penalties as resolved by the Home owners Association from time to time.

12.4. Will be entitled in addition to clause 2.3.3.2 to perform the work and/or services which is required to be done or provided, or to rectify the breach, at the expense of the member and shall be entitled to recover all expenditure in connection thereof from the member,



together with interest calculated thereon at prime bank rates, for the period date of expenditure to date of payment.

12.5. These options will not limit any other remedies that the Home Owners Association may have in law.