



Builders' Code of Conduct

New Dwelling

Owner

Erf number

Contractor

Read, fill in the entire document and initial every page.

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b.	The BCO will arrange the final inspection and issue a Building Completion Certificate providing that all requirements have been met, including clearance and cleaning of the site by the contractor.....	20
c.	The owner is advised to contact the council to arrange the necessary National Home Builders' Registration Council (NHBRC) and council clearance certificates. Advice about this can be obtained from the estate office, but it is NOT the estate's responsibility to obtain NHBRC or council clearance for any owner.	20
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•	Signed and approved Building Completion Certificate; and.....	20
•	if applicable, a council occupation certificate.....	20
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1. PLAN SUBMISSION PROCEDURE

The trustees appointed the Design Review Committee (DRC) to review and approve all architectural plans and control the process in all its phases.

Plans are to be submitted to the HOA's Estate Manager for subsequent scrutiny and approval by the DRC. The Building Control Officer (BCO) will approve in writing, provided the correct procedure has been followed.

Plans are to be submitted as follows:

- 1.1.1. The owner/ architect must obtain an architectural checklist and the declaration form from the estate's website (www.schonenberg-estate.co.za) or the Estate Manager's office. (Should they wish, all new architects or owners can make a pre-scrutiny appointment with the BCO for guidance before submitting the preliminary sketch plan.)
- 1.1.2. The completed checklist must be submitted to the BCO with:
 - i) Two sets of the entire working drawings
 - ii) The declaration
 - iii) Power of attorney
 - iv) Fee paid.
- 1.1.3. Upon submission, a receipt will be handed to the owner/ architect.
- 1.1.4. The DRC controlling architect will then scrutinise the plans. These plans will be returned within seven days from the date received. The DRC will request any changes to the design or layout and forward the notification to the appointed correspondent by email.
- 1.1.5. The plans with required changes (as referred to in 1.1.4) will have to be submitted again for scrutiny.
- 1.1.6. Any submissions in addition to 1.1.4 and 1.1.5 will incur additional costs. (See the list of fees attached.)
- 1.1.7. Once the DRC has received the approval of the Controlling Architect, they will officially approve the plans (final working drawings) and stamp them accordingly (two copies).

2. PLAN SUBMISSION FORM

ERF No: _____

SIZE: _____

OWNER: _____

ADDRESS: _____

TEL. No: _____ EMAIL ADDRESS _____

REGISTERED DESIGN ARCHITECT/ TECHNOLOGIST: _____

ADDRESS: _____

SACAP REG. No: _____

TEL. No: _____ EMAIL ADDRESS _____

SEND CORRESPONDENCE TO (EMAIL) _____

DECLARATION

I, the undersigned _____

in my capacity as design architect/ technologist declare that the information as given on my plan is correct and complete, and certify that all elements of the design submitted, conform to the Architectural Guidelines in every respect. I acknowledge that should they not, I will be held responsible for all costs that may occur, in order to comply.

SIGNATURE: _____
(ARCHITECT)

Date: _____

SIGNATURE: _____
(OWNER)

Date: _____

3. FEES

Subject to annual increases, which may affect your monthly charges, irrespective of whether your building or alteration is in progress.

New Residence Plans:

Res. 1 Full set of working drawings	R 4 500
Res. 2 Final working drawing for alterations during building process	R 2 350
Resubmissions	R 1 710 per plan

BANKING DETAILS:

1. Name: Schonenberg HOA
2. Bank: Standard, Helderberg Branch (03-30-12)
3. Account No: 072354070
4. Proof of Payment: State erf number as reference

Email proof of payment to: reception@schonenberg.co.za

4. POWER OF ATTORNEY

I/ we the (registered owner)

NAME: _____ SIGNATURE: _____

ID: _____

the undersigned, nominate/ appoint my/our agent Mr/ Mrs/ Ms:

NAME: _____

with the power of substitution to be my/ our legal agent in my/our name/ place and stead to apply for erf no.: _____ and in general to effect the application and to do whatever I/ we would do if I/ we were present in person and acting in that matter; and we hereby ratify, allow and confirm promise and agree to ratify, allow and confirm everything my agent may do or may permit to be done legally in terms of this power of attorney:

Signature: _____ Date: _____

Email Address: _____

Contact no.: 1. _____

2. _____

5. CHECKLIST – Full working drawings

OFFICIAL USE ONLY.				
The following information is to be included in the drawings.				
No.	ITEM	YES	NO	N/A
1	Erf Number			
1.1	House Number			
1.2	Street Name			
2	Coverage			
3	Floor Area (ground and first floor)			
4	North Point			
5	Contours (land surveyor)			
6	Boundary Measurements			
7	Building Lines			
8	Height of boundary walls as per guidelines			
9	Indicate sewer, water, electricity, telephone/ intercom/ optic fibre and DB board connection/ position			
10	Parking			
11	Driveway – width			
12	Washing area - not visible			
13	Site access point. (garage)			
14	Existing trees indicated on the plan			
15	Disposing of stormwater			
16	Swimming pool backwash water – to discharge into sewer			
17	House colours and finishes			
18	NGL and floor levels (building height)			
19	Position of TV aerials and satellite dishes			

6. PLAN SUBMISSION – Procedures and requirements

No	REQUIREMENTS	YES	NO
1	This document (filled in complete with POA)		
2	2 x Sets of Copies		
3	Site Plan		
4	1 x Section		
5	3 x Elevations		
6	Floor Plans		
7	Site Diagram		
	Fees paid	DATE	
	SCHONENBERG RECEIPT	No.	

ERF No. _____

No	REQUIREMENTS	YES	NO
	FOR FINAL APPROVAL.		
1	Complete set of working drawings		
2	2 x copies of each drawing		
3	All elevations		
4	Indicate slope on elevation. (where applicable)		
5	All boundary walls – height (cut and fill)		
6	Floor, first-floor plans		
7	Site Plan		
8	Land surveyor's plan		
	Fees paid	DATE	
	SCHONENBERG RECEIPT	No.	

7. CONTRACTOR'S ACCREDITATION AND CONTROL

7.1 Contractor's Accreditation

The contractor must be accredited and briefed before any construction can commence.

Accreditation requirements:

- 7.1.1 All contractors must furnish at least three references or prior building contracts acceptable to the Association.
- 7.1.2 Each contractor must complete and return an accreditation form and undertaking as part of the Builders' Code of Conduct.

Please note:

The owner is responsible for their contractor complying with the Builders' Code of Conduct. Copies can be obtained from the estate website or the Estate Manager's office.

- 7.1.3 The contractor is responsible at all times for all subcontractors employed by them within the estate.
- 7.1.4 The Building Control Officer (BCO) will arrange for the contractor to be briefed on environmental issues before the building commences.
- 7.1.5 Owners who wish to "Owner-Build" can apply to the Estate Manager for HOA's consent.
- Only written applications will be considered
 - A letter of exemption from the National Home Builders' Registration Council (NHBRC) must be provided.
- 7.1.6 A copy of the NHBRC Building Certificate must be handed to the BCO upon final application.

8. CONTRACTOR'S ACCREDITATION FORM

ERF No: _____

CONTRACTOR'S NAME: _____

ADDRESS: _____

I, the undersigned, hereby:

1. acknowledge and confirm having read and understood the Schonenberg Estate's Code of Conduct for Contractors, Subcontractors and Owners, a copy of which is annexed hereto and initialed by the undersigned (hereinafter referred to as "The Code - Alterations and Additions"); and
2. irrevocably undertake to comply with each and every rule and regulation as set out in the Code as may be applicable to a contractor, the contractor's subcontractor, supplier, service provider and/ or any person and/ or any entity undertaking work or services for and/ or on behalf of the contractor at and/ or on any premises situated within and/ or on the Schonenberg Estate (hereinafter referred to as the contractor's agents);
3. irrevocably undertake to pay (within 48 hours) of having received notification of a fine being levied against the undersigned all fines and/ or any of the fine levied by the Schonenberg Homeowners' Association (hereinafter referred to as 'The Association') against the undersigned for and/ or in respect of any breach and/ or transgression made by the undersigned as contemplated and/ or provided for in the Code;
4. irrevocably indemnify and hold the Association and/ or the individual owners of property comprising the Schonenberg Estate (hereinafter referred to as 'the Owners') harmless against all loss, liability, damage, and/ or expense (including without limiting the generality thereof any claims which may be brought against the Association and/ or the Owners or any Owner) which the Association and/ or the Owners may suffer as a result of the contractor and/ or the contractor's agents presence on the Schonenberg Estate and/ or any building operations being conducted by the contractor on the Schonenberg Estate; and,
5. acknowledge that they, together with any of their employees, subcontractors and/ or service providers may be denied access to Schonenberg Estate should they persist with infringing the rules or not pay any fine levied by the Association timeously.

Signed at _____ on this _____ day of _____ 20 ____

SIGNATURE: _____ (Contractor)

Email address for correspondence to be sent to: _____

Signed at _____ on this _____ day of _____ 20 ____

SIGNATURE: _____ (Owner)

Email address for correspondence to be sent to: _____

OWNER'S ADDRESS:

_____ TEL. _____
MOBILE _____

Witness: _____ Name: _____

9. SITE HANDOVER

The owner must acquaint themselves with the statutory fees applicable before construction. The contractor may not start building without a certificate to commence construction. Before the Building Control Officer (BCO) issues a certificate to begin construction, the contractor must:

1. Arrange a site meeting with the BCO;
2. Agree on the netting.
3. Where applicable, have the neighbour's consent ready before the finalisation of the netting. To be constructed as per item 2 above;
4. Apply to the HOA for a builder's board;
5. Demonstrate measures to be taken to protect "lei waters" (irrigation furrows) and sidewalks adjacent to the site;
6. Apply, if necessary, for permission to connect the site stormwater to a lei water channel or underground pipe;
7. Provide a drawing showing the position of the following:
 - storage shed(s), chemical toilet, building and material storage areas, deliveries, topsoil and excavated soils, and concrete delivery wash-off.
 - The purpose of the drawing is to see how the builder plans to carry out the work: the HOA has no responsibility for the accuracy of this plan.

REQUIRED DETAILS

1. Name of contractor _____
2. Name of on-site foreman _____
3. Name of project manager (where applicable) _____
4. Name of structural engineer (where applicable) _____
5. Soil test details (where applicable/ recommended) _____

10. BUILDERS' CODE OF CONDUCT

PREAMBLE

This Code of Conduct aims to ensure the integration of residential living with control over building activities within the Schonenberg Estate to minimise the negative impact on the environment and the residents of the Schonenberg Estate.

10.1 PURPOSE OF THE RULES AND REGULATIONS

10.1.1 The rules and regulations prescribed in this Code of Conduct are intended to ensure that the quality of life for residents in the Schonenberg Estate is not unduly compromised, nor is the impact on the environment prejudiced by development and construction, while providing guidelines to promote efficient construction by contractors.

10.1.2 Failure to adhere to or breach this Code of Conduct will result in a fine being levied by the Schonenberg Homeowners' Association ("the Association") against the offending or defaulting contractor.

10.2 APPOINTMENT OF CONTRACTORS

10.2.1 Unless otherwise determined in writing by the Association, only contractors registered with the National Home Builders' Registration Council (NHBRC), fully paid-up members of the Master Builders' Association, and who can furnish at least three (3) references of prior building contracts acceptable to the Association will be allowed to build at or on the Schonenberg Estate.

10.2.2 An owner-builder who qualifies may be allowed to construct his own home and shall, for this Code of Conduct, be deemed to be a contractor herein. The owner-builder must be registered with the NHBRC.

10.2.3 Contractors shall be responsible for their subcontractors and employees whilst on the Schonenberg Estate.

10.2.4 It shall at all times be the owner's responsibility to ensure and procure that his contractor abides by and complies with the rules and regulations set out in this Code of Conduct.

10.2.5 The owner and the Building Contractor will be held responsible jointly and separately for any damage to the streets (including kerbing and sidewalks) or landscaping (including trees, shrubs and plants) or any other property of the SHOA, which the Building Contractor's employees, vehicles and equipment and delivery vehicles to the building site caused during the building activities.

10.3 BASIC RULES AND REGULATIONS

10.3.1 Environmental controls

It is a fundamental principle of this Code of Conduct that the owner and contractor must understand and acknowledge that they are working in an environmentally sensitive area and shall agree and undertake to conform with all controls specified in the estate's Environmental Management Plan (EMP) and the Construction Environmental Management Plan (CEMP), as may be revised from time to time.

The EMP forms an integral part of the Association and the development of the Schonenberg Estate and, as such, is legally enforceable by the Association. In addition to the restrictions and controls provided for in the CEMP, the environmental controls currently comprise the following:

10.3.2 Transporting of goods

Trucks transporting goods, sand, stone etc., into and out of the complex must be clean (no residue of sand or stone on any bumper or edge of trucks). Truck drivers must have brooms and spades to ensure the trucks are clean when entering or exiting the estate.

10.3.3 Limits of building activity

All activities relating to the construction of a dwelling must be confined within the boundary of the erf or erven where construction occurs, which shall include but not be limited to the location of staff, the position of storage bins and storage of materials.

10.3.4 The utilisation of area in front of house

Permission may be granted for a contractor to use the area in front of the house. However, this approval has to be given by the estate in writing.

Any breach by the contractor in respect of this paragraph 10.3.4 shall entitle the Association to:

- a. Stop or terminate all work being done until the Association is satisfied that the contractor's equipment has been moved within and onto the building site; and***
- b. Levy a fine of R 5000 (five thousand rands) per transgression; or***
- c. R 500 (five hundred rands) per day until approval has been granted.***

10.3.5 Site presentation

- i) The contractor will be expected to keep the appearance of the building site neat at all times. Building rubble and litter must be removed from the site every Friday. All rubbish and debris have to be covered with plastic or shade netting. These covers have to be appropriately secured to withstand all weather conditions.
- ii) Any disturbed soil during the excavation period must be covered with the same kind of netting at all times.
- iii) Refuse drums must be supplied to store refuse until removed from the site by the contractor.
- v) The builder's board provided by the Association must be displayed at all times.
- vi) Should the builder's board be damaged or lost during the construction phase, the contractor shall be liable to pay for a replacement.

Any breach by the contractor in respect of this paragraph 10.3.5 shall entitle the Association to:

- (i) Levy a fine of R 1000 (one thousand rands) per transgression.***
- (ii) Appoint a contractor to remove the building rubble at the cost of the employed building contractor; and***
- (iii) Deny the defaulting contractor access to the Schonenberg Estate until such expenses have been paid in full.***

10.3.6 Netting

- i) Temporary netting must be arranged before construction work takes place on-site.
Net construction:
1600 mm high (80% Green manufactured by Knittex) fixed with 22 x 44 pine strips to 79 - 125 mm gum poles 3 meters CTC gum poles to be cast in concrete. Net to be kept in position with three horizontal strands of wire (2 mm) evenly spaced. Netting may not have holes exceeding the size of a tennis ball.
- ii) A neighbouring site must be enclosed to store building materials, builder's hut, etc.
- iii) Any damage to the net is to be fixed on the same day.
- iv) If access can only be obtained from the street, a gate (manufactured and provided by the estate) will be erected for privacy.

Any breach by the contractor in respect of this paragraph 10.3.6 shall entitle the Association to levy a fine of R 2000 (two thousand rands) per transgression.

10.3.7 Water Meters/ meter reading

- i) The water meter must be correctly installed and positioned on a concrete base in a suitable position so that easy access from the street front is ensured.
- ii) Tampering with or the disconnection of water meters is an offence.

Any breach by the contractor in respect of this paragraph 10.3.7 shall entitle the Association to levy a fine of R 2000 (two thousand rands) per transgression.

10.3.8 ICS/ telephone connections

The SHOA shall provide a sleeve to contain the fibre connection (ICS and internet services) from the maintenance hole to the boundary of the erf. In addition, a separate sleeve shall be provided on request for telephone services. These sleeves have to be connected to the draw box as described below.

The owner will be responsible for the installation of a 2 x 4 draw/ connection box on the boundary or closest wall and a free 20 mm clear wire way (conduit), with no sharp bends complete with draw wire, from the draw box to the point where a phone and/or modem will be installed in the house. Ideally, if a modem and a telephone line are required, two separate wire ways (conduits) must be provided to avoid possible damage to the fibre installation.

Any breach by the contractor in respect of this paragraph 10.3.8 shall entitle the Association to levy a fine of R 2000 (two thousand rands) per transgression.

10.3.9 Cleaning of vehicles/ equipment

The washing of the contractor's vehicles and equipment will not be allowed on the Schonenberg Estate and must be carried out elsewhere.
The necessary cleaning with spades and brooms is only allowed on-site or at the depot.

Any breach by the contractor in respect of this paragraph 10.3.9 shall entitle the Association to levy a fine of R 500 (five hundred rands) per transgression.

10.3.10 Fires

No fires will be allowed on any part of the Schonenberg Estate, including the building site.

Any breach by the contractor in respect of this paragraph 10.3.10 shall entitle the Association to:

- a) Levy a fine of R 1000 (one thousand rands) per transgression; and***
- b) Hold the contractor liable for all or any damage caused.***

10.3.11 Ablution facilities

Contractors will be required to make adequate provisions on the building site for temporary chemical toilets for their employees' use until the water-borne sewer drainage is available, as well as suitable washing facilities.

Any breach by the contractor in respect of this paragraph 10.3.11 shall entitle the Association to:

- a) Deny the contractor access to the Schonenberg Estate until this regulation has been complied with; and***
- b) Levy a fine of R 500 (five hundred rands)) per transgression.***

10.3.12 Working hours

Unless otherwise agreed in writing by the Association, contractors may only be present on the Schonenberg Estate on the following days and hours:

Regular weekdays 07h15 to 18h00, Saturdays 08h00 to 13h00

Any breach by the contractor in respect of this paragraph 10.3.12 shall entitle the Association to:

- a) Deny the contractor access to or escort the contractor off the Schonenberg Estate; and***
- b) Levy a fine of R2000 (two thousand rands) per transgression.***

10.3.13 Permission to work after hours

Contractors shall not be permitted access to the Schonenberg Estate on Sundays and proclaimed public holidays without the prior written permission of the Association, as these are considered to be non-working days. Special applications for contractors to be present on-site during this time should be lodged with the Association at least 1 (one) week before the activity.

Any breach by the contractor in respect of this paragraph 10.3.13 shall entitle the Association to:

- a) Deny the contractor access to or escort the contractor off the Schonenberg Estate; and***
- b) Levy a fine of R 2000 (two thousand rands) per transgression.***

10.3.14 Watchmen

Unless the Association agrees in writing, no employees, including guards, will be allowed to remain on-site during non-working hours.

Any breach by the contractor in respect of this paragraph 10.3.14 shall entitle the Association to:

- a) Deny the contractor access to or escort the contractor off the Schonenberg Estate; and***
- b) Levy a fine of R 1000 (one thousand rands) per transgression.***

10.3.15 Vehicle sizes

Unless otherwise agreed in writing by the Association, only the following vehicles will be allowed onto the Schonenberg Estate:

- a) Fixed-axle design vehicles not exceeding a carrying capacity of 10 tons or 6 m³ (e.g. 6 m³ loose stones = 9.6 t; 4.5 m³ ready-mix concrete = 9.9 t; 8 m³ bricks = 9.6 t);
- b) no trailers;
- c) vehicles not exceeding a length of 9.1 m;
- d) vehicles not exceeding a width of 2.6 m;
- e) vehicles not exceeding a gross mass of 30,000 kg.

10.3.16 Deliveries to contractors

General Deliveries

- a) Contractors will always be responsible for their and their suppliers' delivery personnel.
- b) All deliveries will be limited to working hours defined under 10.3.12 above.
- c) The size of delivery vehicles will be limited as prescribed in 10.3.15 above.
- d) Deliveries may only take place from the street frontage of the building site. The position of delivery points must be indicated on the site diagram and submitted for approval.
- e) The contractor shall advise the Schonenberg Estate Security on the morning of deliveries expected that day. (Refer to clause 10.3.12.)

Any breach by the contractor in respect of this paragraph 10.3.16 shall entitle the Association to:

- a) Deny the party undertaking the deliveries access to the Schonenberg Estate; and***
- b) Levy a fine of R 1000 (one thousand rands) per transgression.***

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

Concrete Deliveries

The delivery of concrete can potentially cause the most damage to the road surface and landscape vegetation. It is therefore essential that these deliveries are handled in a particular way. The following rules relate specifically to concrete delivery vehicles, and the drivers must have an environmental education certificate. The environmental education of drivers of the four primary ready-mix concrete suppliers has been arranged. Unless the Association agrees in writing, only their drivers will be allowed access to the Schonenberg Estate. Should the contractor use a different concrete supplier, he will be responsible for escorting such vehicles from the entrance gate to the relevant building site or vice versa.

Any breach by the contractor in respect of this paragraph 10.3.16 shall entitle the Association to:

- a) Levy a fine of R 1000 (one thousand rands) per transgression;***
- b) Hold the contractor liable for all or any damage caused by the breach of this paragraph;***
- c) Deny access to those drivers not in possession of an environmental education certificate; and***
- d) Revoke a driver's certificate should they not adhere to this Code of Conduct.***

The washing-off of ready-mix concrete delivery vehicles must occur within the building site's confines, and spillage and run-off should be contained within this site. (Refer to clause 10.3.2.) Therefore, the contractor must indicate where this will occur on the site diagram before ordering the concrete. 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 happens.

10.3.17 Storage sheds/ huts

The contractor will be allowed to erect storage sheds/ huts within the boundaries of the building site and to a maximum height of 2.4 m. The position of such structures must be indicated on the site diagram, which the Association must approve. In addition, the contractor must store and secure all building material and take full responsibility for such material.

The Association shall have the right but not the obligation to instruct the contractor to remove any small structures which do not conform to this regulation. Should the contractor fail, refuse and neglect to do so, the Association shall have the right to do so and reclaim any expenses incurred from the contractor/owner.

10.3.18 Security

- a. Schonenberg Estate is in an access-controlled environment. Therefore individual security guards will not be allowed on the Schonenberg Estate during non-working hours unless otherwise agreed in writing by the Association.
- b. The contractor must adhere to the security rules prescribed by the Schonenberg Estate.
- c. The contractor's personnel must have an identification card, which the Schonenberg Estate Security will issue.
- d. Personnel must be transported by vehicle to the relevant building site and will not be allowed to walk from one area to another.
- e. All contractor vehicles entering the Schonenberg Estate must have a clearance disk issued by the Schonenberg Estate Security. Each building site will be allowed a maximum of two vehicles on the property so as not to disrupt road verges.

Any breach by the contractor in respect of this paragraph 10.3.18 shall entitle the Association to:

- a) Deny the defaulting party access to and remove such party from the Schonenberg Estate; and***
- b) Levy a fine of R 250 (two hundred and fifty rands) per transgression.***

10.3.19 Speed limits

For safety and security reasons, contractors and their employees must adhere to the speed limits and road signs on the Schonenberg Estate.

Any breach by the contractor in respect of this paragraph 10.3.19 shall entitle the Association to:

- a) Expel the defaulting party and contractor from the Schonenberg Estate; and***
- b) Levy a fine of R 500 (five hundred rands) per transgression.***

10.3.20 Building plan controls

- a. During the construction phase, the contractor must ensure that a copy of the signed approved building plan is available on-site for inspection by the Association's representative.
- b. Any variations to the approved building plan shall be of no force and effect unless and until approved in writing by the Association. They must be submitted to the Association for signed approval and may only be implemented once the written, approved variation is available to the contractor. Such approved plans must also be available on site.
- c. Before commencing building, the contractor must
 - set out the foundations for inspection and approval by the Association;
 - confirm, in writing, the height of the buildings with the Association;
 - set out and confirm, in writing, the form of the driveway with the Association;
 - provide a site drawing indicating the storage shed(s) position and chemical toilet; and
 - the position of topsoil and excavated soil storage areas; building material storage areas; concrete delivery wash-off; and deliveries.

The Association shall deny the contractor access to the Schonenberg Estate until the above documentation is in place.

10.3.21 On-site deviation from approved building plans

- a) Any deviation from the approved building plan without written approval by the Association will result in a fine of R 5000 (five thousand rands); and***
- b) Building activities will be stopped until the Schonenberg Design Review Committee has approved the revised plans.***

The estate does not permit failure to rectify any deviation.

- a) An R 5000 fine (five thousand rands) will be imposed on the owner for each month of non-compliance to that particular Architectural Guideline.***

10.3.22 General controls

Persistent infringements of the rules will result in the building site being closed, and a penalty levy of R 5000 ((five thousand rands) imposed. Any transgression after that will result in a further levy of R 5000 until the infringements are rectified!

The contractor shall attend all site meetings with the Association to discuss general issues relating to work on the development.

10.3.23 Starting construction without approval

Under no circumstances can a contractor access or move onto a site without written approval and certification from the Association and making required payments to the HOA.

Any breach by the contractor in respect of this paragraph 10.3.23 shall entitle the Association to:

- a) Levy a fine of R 500 (five hundred rands)) for refusal and neglecting to attend a site meeting.***
- b) Levy a fine of R 5000 (five thousand rands) for accessing a site without written permission by the Association.***

10.3.24 Roads and verges

- a. The contractor must ensure that the road in front of the building site is always swept clean. This is to minimise damage and ensure the longevity of the brick road surface; and
- b. the kerbs and sidewalks are adequately protected from damage by the building operations.
- c. The contractor must store building material on the building site and requires special permission from the Association to keep material on the road verge directly in front of the building site.

Any breach by the contractor in respect of this paragraph 10.3.24 shall entitle the Association to:

- a) Expel the defaulting party and contractor from the Schonenberg Estate; and***
- b) Hold the contractor liable for all costs incurred to rectify the damages.***

10.3.25 Completion procedure

- a. On completion of a dwelling, the owner must submit, in writing, a request to the BCO for a final inspection.
- b. They will arrange the final inspection and issue a Building Completion Certificate, providing that all requirements have been met, including the contractor's clearance and cleaning of the site.
- c. The owner is advised to contact the council to arrange the necessary NHBRC and council clearance certificates. They can obtain advice from the estate office, but it is NOT the estate's responsibility to obtain NHBRC or council clearance for any owner.
- d. Before refunding the sidewalk deposit, the owner must present to the BCO the following documentation:
 - Signed and approved Building Completion Certificate and,
 - if applicable, a council occupation certificate.
 - Submission of the NHBRC certificate on request by the BCO.
- e. The owner will then be eligible for their sidewalk deposit to be refunded.

No deposit will be refunded if levies are outstanding. However, the deposit may be utilised to pay levies in arrears.

10.3.26 Occupational Health & Safety Act

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993), as amended, and such regulations as promulgated. The contractor with this indemnifies the Association and the owners of the respective properties comprising the Schonenberg Estate against all or any claims which may be brought against them and which the Association or owner may bring against the contractor undertaking operations in connection with building activities on the Schonenberg Estate.

11. APPLICATION – Water Meter

ERF No: _____ DATE: _____

METER No: _____ METER READING: _____

NAME: _____

ADDRESS: _____

SIGNATURE: _____

(OWNER)

COST: R _____ DATE PAID: _____

COLLECTED BY: _____

SIGNATURE: _____

(COLLECTED)

MOBILE: _____

12. APPLICATION – Electrical Meter, Base Plate and Connection

ERF No:	_____	DATE:	_____
CIF No:	_____	SERIAL No:	_____
NAME:	_____		
ADDRESS:	_____		

SIGNATURE:	_____		
(OWNER)			
COST: R	_____	DATE PAID:	_____
COLLECTED BY:	_____		
SIGNATURE:	_____		
(COLLECTED)			
MOBILE:	_____		

13. APPLICATION – ICS Connection

ERF No: _____ DATE: _____

INTERCOM No: _____

NAME: _____

ADDRESS: _____

SIGNATURE: _____

(OWNER)

COST: R _____ DATE PAID: _____

COLLECTED BY: _____

SIGNATURE: _____

(COLLECTED)

MOBILE: _____

14. CERTIFICATE OF UNDERTAKING

ERF No: _____

CONTRACTOR'S NAME: _____

ADDRESS: _____

I, the undersigned, hereby:

- a) acknowledge and confirm having read and understood the Code of Conduct for Contractors, Subcontractors and Owners of the Schonenberg Estate, a copy of which is annexed hereto and initialed by the undersigned (hereinafter referred to as "The Code - Alterations and Additions"); and
- b) irrevocably undertake to comply with each and every rule and regulation as set out in the Code as may be applicable to the contractor, the contractor's subcontractor, suppliers, service provider and/ or any person and /or any entity undertaking work or services for and/or on behalf of the contractor at and/ or on any premises situated within and/ or on the Schonenberg Estate (hereinafter referred to as the contractor's agents);
- c) irrevocably undertake to pay (within 48 hours) of having received notification of a fine being levied against the undersigned all fines and/ or any of the fines levied by the Schonenberg Homeowners' Association (hereinafter referred to as 'The Association') against the undersigned for and/ or in respect of any breach and/ or transgression made by the undersigned as contemplated and/ or provided for in the Code;
- d) irrevocably indemnify and hold the Association and/ or the individual owners of property comprising the Schonenberg Estate (hereinafter referred to as 'the Owners') harmless against all loss, liability, damage, and/ or expense (including without limiting the generality thereof any claims which may be brought against the Association and/ or the Owners or any Owner) which the Association and/ or the Owners may suffer as a result of the contractor and/ or the contractor's agents presence on the Schonenberg Estate and/ or any building operations being conducted by the contractor on the Schonenberg Estate; and,
- e) acknowledge that they, together with any of their employees, subcontractors and/ or service providers may be denied access to Schonenberg Estate should they persist with infringing the rules or not pay any fine levied by the Association timeously.

Signed at _____ on this _____ day of _____ 20 ____

SIGNATURE: _____ (Contractor)

Email address for correspondence to be sent to: _____

Signed at _____ on this _____ day of _____ 20 ____

SIGNATURE: _____ (Owner)

Email address for correspondence to be sent to: _____

OWNER'S ADDRESS:

_____ TEL. _____
MOBILE _____

15. PRE-CONSTRUCTION PAYMENTS

Please note that some of these prices are estimated values and may vary due to annual increases. It is the owner's responsibility to arrange for a final inspection. Once the BCO signs off the construction, the remaining deposit balance will be refunded.

NB. Items 1 – 6 have to be paid before building work commences

1.	Sidewalk Refundable Deposit:	R 9 000
2.	Monthly Charges (payable for eight months (average) in advance):	
	Management Fee	R 11 200*
3.	Builder's Board (through SHOA):	R 1 000
4.	Water Meter (from SHOA):	R 1 950*
5.	Electricity Meter (prepaid, from SHOA):	R 1 900
6.	ICS/Telephone Connection:	R 2 000*

***Subject to annual increases (in May of each year), which may affect your monthly charges, irrespective of whether you're building, or alteration is in progress.

Total: **R 27 000***

Banking Details:

1. Name: Schonenberg HOA
2. Bank: Standard, Helderberg Branch (03-30-12)
3. Acc No: 072354070
4. Proof of Payment: State erf number as reference.

Email proof of payment to reception@schonenberg.co.za

16. INFORMATION REQUIRED – Builder's Board



Erf No: _____

Owner: _____

Architect: _____

Contractor: _____

Contact No: _____

NHBRC No. (where applicable) _____

Engineer (where applicable) _____

No unauthorised entry

17. APPLICATION – Repayment of Builder's Deposit

PART 1

DECLARATION BY OWNER

ERF No: _____

I hereby declare that:

- 1) Building activities have been completed in terms of the approved plan.
- 2) All rubble was removed from the premises.

Signature

Date

PART 2

REPAYMENT OF DEPOSIT

Banking details:

Surname	Name Acc.
ID	Bank
Address	Acc. No.
	Branch Code
	Type Acc.
Tel no.	Fax no.

FOR OFFICIAL USE

PART 3

PARTICULARS OF DEPOSIT REPAYMENT

Deposit	
Held back	
Levies outstanding	
Balance paid	

PART 4

INSPECTION REPORT

Signature

Date

18. INSPECTION FORM No. 1. - Foundation

ERF No: _____ CONTRACTOR: _____

DATE RECEIVED FROM HOA: _____

DATE INSPECTED BY BUILDING CONTROL SERVICES (BCS): _____

FOUNDATION APPROVED:

I _____ hereby confirm that the above inspection was performed, and it was found that the foundation has been excavated and casted as per the approved building plans.

SIGNATURE: _____

(INSPECTOR: BUILDING CONTROL SERVICES)

SIGNATURE: _____

(CONTRACTOR OR REPRESENTATIVE)

FOUNDATION NOT APPROVED

I _____ hereby confirm that the above inspection was performed, and it was found that the foundation has NOT been excavated and casted as per the approved building plans.

SIGNATURE: _____

(INSPECTOR: BUILDING CONTROL SERVICES)

SIGNATURE: _____

(CONTRACTOR OR REPRESENTATIVE)

COMMENTS:

19. INSPECTION FORM No. 2. - Wall Plate Height

ERF No: _____ CONTRACTOR: _____

DATE RECEIVED FROM HOA: _____

DATE INSPECTED BY BUILDING CONTROL SERVICES: _____

WALL PLATE HEIGHT APPROVED:

I _____ hereby confirm that the above inspection was performed, and it was found that the house (up to wall plate height) has been built in accordance with the approved building plans.

SIGNATURE: _____

(INSPECTOR: BUILDING CONTROL SERVICES)

SIGNATURE: _____

(CONTRACTOR OR REPRESENTATIVE)

WALL PLATE HEIGHT NOT APPROVED

I _____ hereby confirm that the above inspection was performed, and it was found that the house (up to wall plate height) has NOT been built in accordance with the approved building plans.

SIGNATURE: _____

(INSPECTOR: BUILDING CONTROL SERVICES)

SIGNATURE: _____

(CONTRACTOR OR REPRESENTATIVE)

COMMENTS:

20. INSPECTION FORM No. 3. - Roof Height

ERF No: _____ CONTRACTOR: _____

DATE RECEIVED FROM HOA: _____

DATE INSPECTED BY BUILDING CONTROL SERVICES: _____

ROOF HEIGHT APPROVED:

I _____ hereby confirm that the above inspection was performed, and it was found that the house (up to roof height) has been built in accordance with the approved building plans.

SIGNATURE: _____

(INSPECTOR: BUILDING CONTROL SERVICES)

SIGNATURE: _____

(CONTRACTOR OR REPRESENTATIVE)

ROOF HEIGHT NOT APPROVED

I _____ hereby confirm that the above inspection was performed, and it was found that the house (up to roof height) has NOT been built in accordance with the approved building plans.

SIGNATURE: _____

(INSPECTOR BUILDING CONTROL SERVICES)

SIGNATURE: _____

(CONTRACTOR OR REPRESENTATIVE)

COMMENTS:

21. PREREQUISITE FOR OCCUPATION OF A HOUSE

21.1 Final Inspection

The **Building Control Officer** makes a series of inspections throughout the building process. Then once the undermentioned items have been completed, the owner arranges the last. The final inspection determines whether or not an HOA completion certificate is issued.

Please note the items listed below must be completed before the HOA can issue its completion certificate. Without a completion certificate, an owner will not have their sidewalk deposit refunded.

21.2 Construction Requirements

- Completion of the house according to the approved plan. **Please note** that a penalty of R 5000 (five thousand rands) will be raised for not complying with the approved plan.
- ICS Connection. **Please note** a conduit from the service connection point with a draw wire to the point in the house where the owner wants his handset must be supplied.
- Water Meter Automated Reading connection. **Please note** a conduit from the side of the water meter box (a drilled hole in the side) with a draw wire to the York box must be supplied.
- House number as per the Architectural Guidelines. **Please note** that your street address is obtainable from the HOA office.
- The stormwater outlet must be connected to the "leiwater".

21.3 HOA Municipal Requirements (before occupation):

The following documents have to be submitted to the HOA office as annexures to this form:

- Municipal Occupation Certificate;
- NHBC Enrolment Certificate;
- Electrical Compliance Certificate; and
- Engineer's Compliance Certificate.

21.4 Administration Requirements (before occupation):

Arrange the following with the HOA office:

- ICS Handset;
- Post Box Key and Post Delivery Procedure;
- Waste Removal Procedure;
- Tenancies' Procedure – **Please note** that approval must be obtained from the HOA to let your property and sign a lease agreement.

22. INSPECTION FORM No. 4. - Final

o

ERF No: _____ CONTRACTOR: _____

DATE RECEIVED FROM HOA: _____

DATE INSPECTED BY BUILDING CONTROL SERVICES: _____

FINAL INSPECTION APPROVED:

I _____ hereby confirm that the above inspection was performed and it was found that the house has been completed in accordance with the approved building plans.

SIGNATURE: _____

(INSPECTOR: BUILDING CONTROL SERVICES)

SIGNATURE: _____

(CONTRACTOR OR REPRESENTATIVE)

FINAL INSPECTION NOT APPROVED

I _____ hereby confirm that the above inspection was performed and it was found that the house has NOT been completed in accordance with the approved building plans.

SIGNATURE: _____

(INSPECTOR: BUILDING CONTROL SERVICES)

SIGNATURE: _____

(CONTRACTOR OR REPRESENTATIVE)

COMMENTS:

