

Avonddans II

Home Owners Association

ANNEXURE C

(to the Constitution of the
Avonddans II Home Owners Association)

CODE OF CONDUCT FOR BUILDERS AND SERVICE PROVIDERS

A. Introduction.

The Code of Conduct for Building contractors, sub-contractors and service delivery personnel is necessary to provide information to ensure that all activities involved are adequately informed in order to comply with the Conduct rules of Avonddans II Home Owners Association.

B. Construction Performance Deposit

1. The said deposit will be partially or wholly used to repair damages to the Estate infrastructure, damage to landscaping and landscaping infrastructure, non-performance on rubble removal, etc. caused directly or indirectly by the owner's contractors, subcontractors, suppliers, employees, agents, or service providers. Should a dispute between the owner and the CT in this regard result in arbitration, the arbitrator will in his sole discretion, attach a value to the damage or expense. The arbitrator's decision will be final.
2. The Construction Deposit amount provided must be paid to the Managing Agent when building plans are submitted for approval.
3. The deposit amount will be held in trust, free of interest.
4. The building of new houses or any construction to existing houses may not commence without the payment of the deposit to the managing


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agent. Failure to comply with this rule will result in the immediate suspension of all works on site and the refusal of entry to the Estate of all contractors, subcontractors, suppliers, service providers and personnel. The owner's levy account will be debited with the value of the performance deposit and construction will only be allowed to commence after the account has been settled.

5. If the construction of the house is not started within 1 (one) calendar year after approval of building plans, the deposit will be forfeited, and a new deposit must be paid to the managing agent before the start of construction.
6. The owner is responsible for any damage caused by the conduct or construction methods of his or her contractors, subcontractors, suppliers, employees, service providers or agents, to the Estate property, neighbouring and private property.
7. Should the performance deposit be inadequate to cover all damages, expenses and fines, the ensuing balance will be added to the owner's levy account.
8. It is the owner's responsibility to ensure that proper insurance is in place in the contract between the owner and contractor to cover such events. The CT will have the sole discretion to determine the value of such damages and to identify the vehicles and persons involved.
9. The construction site, the road and pavement area and the adjacent stand or stands are to be completely cleared of all rubble, surplus material, and stains on the road surface to the satisfaction of the CT and the owners of the adjacent stands. The CT may withhold the building deposit and may impose any prescribed penalties until this condition has been properly adhered to.
10. The performance deposit will be held in trust by the AHOA interest free and will be credited to the owner within 14 (fourteen) calendar days after the issuing of an occupancy certificate by the Mossel Bay Municipality to the satisfaction of the Managing Agent.


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C. Construction Time

11. The maximum time allowed for any construction work is 1 (one) calendar year from the date on which construction starts. It is the owner's responsibility to register this date with the CT and the Mossel Bay Municipality. Should the occupancy certificate not be issued within this time, the owner will be solely responsible for the penalties imposed by the CT.
12. Owners are encouraged to have a written construction agreement with their contractors, clearly stipulating the penalty clause and costs for late completion.
13. Penalties for late completion will be levied in compliance with the penalty list. For purposes of this penalty clause, "completion" is seen as the exterior of the dwelling, i.e., roof, windows, doors, exterior painted, garden walls painted, paved driveway and road reserve on common ground are rehabilitated.
14. The CT will only consider, at their own discretion, extension of construction time if construction has been delayed for any reason, event, or activity beyond the contractor's reasonable control. It is the owner's responsibility to communicate the delay in writing to the CT within 7 (seven) calendar days of it becoming known.
15. The owner must inform the CT of the reason and the number of days' extension required. The CT will respond in writing, the number of extra days granted or refused. No request for extension of time will be considered if lodged after 7 (seven) calendar days from the date that the delay became known.
16. No extra time will be granted because of a dispute between the owner, the CT and the AHOA if the owner is found to be at fault, by the arbitrator or ombudsman, however, the arbitrator or ombudsman may, in his sole discretion, grant or refuse an extended date for completion.

D. Contractor's Conduct.

17. The responsibility of the conduct of all contractors, subcontractors, suppliers, employees, agents, service providers etc. resides ultimately with the owner. It is in the owner's responsibility to ensure that copies


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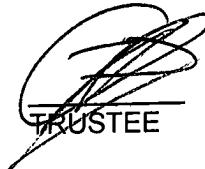

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of these rules are provided to all concerned and that they are referred to in the building contract or any other contract with any sub-contractor or service provider. Only the owner will be held responsible for the payment of damages and/or a fine caused by their conduct.

18. The contractor must acknowledge in the contract that he is aware that Avonddans II is a security Estate and that the construction process will always comply with the security regulations and control of entrance to the Estate.
19. The CT reserves the right to escort any contractors and/or personnel off the Estate and refuse future entry due to non-compliance with the construction time rules.
20. Construction materials or earth moving equipment or machines may not be stored in the streets. Storing of materials and earth moving equipment on an empty adjacent stand is not allowed without the written approval of the said owner of the vacant stand. A copy of which must be furnished to the CT prior to the commencement of construction. No delivery or construction vehicle may park in the street area for a period of longer than 1 (one) hour at any time, but may park on an empty adjacent stand, provided the owner of such stand has given his/her written approval.
21. A speed limit of 30 km/h for vehicles other than passenger and light delivery vehicles will be always kept in the Estate and no reckless driving will be tolerated.
22. No vehicle may enter any green area whatsoever and must keep to the official roads and abide all traffic signs. Access to the site will only be through the driveway.
23. Non-adherence to the site access rules, security procedures and these rules will immediately be referred to and dealt with by the Avonddans Security Committee and/or the CT. The CT reserves the right to suspend all construction work and bar all access by the contractor and personnel involved for as long as it may take to resolve the security breach. No extra construction time will be granted because of this.
24. Special care must be taken to prevent construction vehicles with pneumatic or other devices from damaging the road and road reserve surfaces.


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25. No site preparation or construction activities may commence until written consent is given by the CT.

E. Construction Site Preparation.

26. One approved building board will be allowed per building site. Such board will be erected neatly and squarely levelled on the property no more than 3000mm from the nearest site peg and maintained in impeccable order throughout the duration of construction to the satisfaction of the CT. This board must be removed immediately when the building activities are finalised. No subcontractors or suppliers will be allowed to place any advertisements, notices, or boards on the construction site.

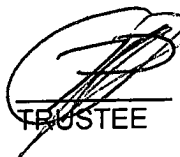
27. The dimensions of the contractor's board may not be larger than 1m x 1m. The CT reserves the right to take down any boards which in their discretion do not comply with these rules or which are not maintained adequately.

28. The contractor will ensure that approved portable and/or chemical toilet facilities are available and operational from the first day of site handover to all personnel. Toilets and changing facilities shall be positioned and properly screened off from public view with green shade netting and kept in a hygienic condition throughout the construction period.

29. The contractor will ensure that the construction site is properly cordoned off with green shade netting and that the netting appears tidy and in good condition for the duration of the construction activities.

30. Owners whose design of their house calls for the cutting in and removal of soil are encouraged to contact other owners of vacant stands who, because of the slope of their property or properties, requires in-filling of soil, for permission to dump such soil on the stand or stands. The owner who is dumping the soil and the owner who is receiving the soil, must send a written copy of their request and permission to the managing agent. They must specify in the letter or letters who is responsible for the levelling of the dumped soil on the vacant stand or stands, who is responsible for the cleaning of the street in front of the vacant stand or stands and who is responsible for any damage to road reserve, the road


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and the curbs where applicable. The CT encourages this short distance transport of soil, as the practice will save wear and tear on the roads.

F. Access for Contractors.

31. The owner of the erf/stand on which construction activities are about to commence, must inform CT of the name, telephone number and email address of the main contractor and all its sub-contractors, to enable Security to open the necessary file that will contain the ID numbers and names of all contract employees on the site for the duration of the building activities.
32. It is the main contractor's responsibility to ensure that all his personnel and vehicles are registered with the Avonddans Security Officer. This also includes his sub-contractors and personnel allocated to the new building site upon their first arrival at the entry gate as well as the continuous maintenance thereof as their employees complete the allocated tasks.
33. Upon occupation of the dwelling, the CT will be responsible to ensure that all access for building contractors and their sub-contractors are cancelled.
34. Contractors may only enter the gate after 07h00 Mondays to Fridays and must be off site and off the Estate by 17h45 daily, Mondays to Thursdays and by 16h00 on Fridays
35. No contractor will be allowed on the Estate on weekends and public holidays,
36. No building contractor will be allowed entry unless the residents of the property have notified security in advance of such contractors arriving at the gate.
37. All contractor workers will report at security daily to inform security at which property they will be working, i.e., the street address of the property. It remains the responsibility of the contractor to ensure that the driver has the necessary documentation reflecting the number of


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workers and proper identification of each worker for the day of work. This documentation will be presented every day upon entry.

38. Security guard to inform the Trustee responsible for Security, or if not available, the Chairperson, at 17:50 Mondays to Thursday and at 15:50 on Fridays if there are any contractors still inside the estate. Security will provide all relevant information of the address, contractor's name, and mobile number.

G. Access for Trucks delivering building/construction materials.


39. Access times for trucks delivering building/construction materials are from 07h00 to 16h30, Monday to Thursdays and Fridays from 07h00 – 15h30, excluding public holidays, weekends and during the annual builder's holiday period from approximately middle December until early January. The CT will announce the actual dates applicable to the annual builder's holiday in November every year.

40. The first general rule in respect of Trucks, over and above the specific rules below, is that the GVM is limited to 20 000 kg. The second general rule is that the maximum axle weight is limited to 6 700 kg per axle (the GVM divided by the number of axles of the truck rounded to the nearest 100 kg). The third general rule is that the truck should not have more than 3 axles at the rear. This rule is also applicable to empty trucks removing soil from the Estate.

41. The table below lists the maximum quantities per truck, number of axles per truck per type of building material that will be allowed entry onto the Estate:

Type of material	Packaging	Payload	Maximum axles/ truck	Maximum quantities/ Load.	Axle load weight
Plaster Bricks	1600 kg /pallet	9 600 kg	3	6 Pallets	4800 kg
Brick Pavers	1100kg/ pallet	8800 kg	3	8 Pallets	4400 kg
Retaining Blocks	27 kg/block	8100 kg	3	300 Blocks	4050 kg


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River gravel	1800 kg/ Cubic meter.	10 800 kg	2	6 cubic meters	5400 kg
Crushed rock	1600kg/ Cubic meter.	9 600 kg	2	6 cubic meters	4800 kg
Cement	2000 kg/ pallet	8 000 kg	3	4 pallets	4000 kg
Cement	Loose bags 50 kg/ bag	8 000 kg	3	160 bags	4000 kg
Building sand	1 400 kg/ Cubic meter	8 400 kg	2	6 cubic meters	4200 kg
Garden soil	1 300 kg/ Cubic meter	7 800 kg	2	6 cubic meters	3900 kg
Concrete roof tiles	Loose tiles 5 kg / tile	8 750 kg	3	1 750 tiles	4375 kg
Concrete roof tiles	1 100 kg/pallet	8 800 kg	3	8 pallets	4400 kg
Ready mixed concrete	2500 kg/ Cubic meter	10 000 kg	3	4 cubic meters	3333 kg
Reinforcing Steel	Assorted as per Engineer	8 000 kg	2	8 000 kg Max.	4500 kg
Building Blocks	90mm – 10kg ea. 140mm –13kg ea. 190mm – 7kg ea.	8400 kg	3	7 pallets	4200 kg
		7644 kg	3	7 pallets	3822 kg
		8568 kg	3	7 pallets	4284 kg
Rib & Block	Ribs – 23 Kg/m 90mm – 17 kg ea. 140mm- 20 kg ea. 200mm- 25 kg ea. Combined Mass	8625 kg	2	375meter	4310 kg
		8500 kg	2	5 pallets	4250 kg
		8400 kg	2	6 pallets	4200 kg
		8750 kg	2	7 pallets	4375 kg
		8000 kg	2	8000 kg	4000 kg
Lintels	23 kg/meter	8000 kg	2	8000 kg	4000 kg
Timber roof - trusses only	No restriction	No restriction	No restriction	No restriction	No restriction

42. The security guard will check each delivery note or invoice document and compare the quantities of the delivery or invoice document with the maximum quantity/load allowed and ensure that the number of axles of the delivery vehicle do not exceed the number of axles allowed.


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H. Contractor's behaviour on the Estate and on the Construction Site.

43. Contractors may move personnel from site to site and to the Estate gate with a registered and properly identified vehicle. No workers of contractors are allowed to enter or leave the Estate by foot or bicycle or motorcycle. Any personnel not adhering to this rule will be disallowed access to or removed from the Estate, whatever the case may be.
44. All disputes of whatsoever nature between the owner, contractor, and/or his personnel will be settled between the disputing parties outside of the Estate.
45. Contractors are expected to conduct their business in a reasonable and considerate manner. Should the CT have any concern with the conduct of the contractor, subcontractor, service provider or suppliers and any of their personnel, the CT may remedy the situation as deemed necessary. The CT reserve the right to suspend building activity, either indefinitely or until such time as any undesirable conduct is rectified and may do so at any time, with notice to the owner but without recourse from the owner and/or contractor, subcontractor, supplier, service providers or personnel.
46. Noise and dust reduction are essential, and contractors shall endeavour to limit unnecessary noise, especially by personnel through loud talking, shouting, whistling, singing, radio's, sirens, hooters and other devices, etc.
47. No pets or animals of the contractor, subcontractors, suppliers, service providers or personnel will be allowed on the Estate.
48. The building site is to be kept as clean as possible of all building rubble. General cleaning and good housekeeping practice must take place for the duration of the construction period. The contractor is to ensure that the roads and the vicinity of the construction site is always kept neat and tidy. Mud or spillages being driven or dropped on the road or road reserve must be cleaned immediately.
49. The contractor will provide proper and adequate facilities for the removal and disposal of waste and rubble from the site at regular weekly intervals, no later than every Friday of each week. The contractor will


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also be responsible to ensure that all personnel make use of these facilities. No debris, rubble and cut offs from tiles, roof tiles, or the like may be left scattered or piled on the site and must be properly disposed of. Under no circumstances may fire be used to dispose of any waste on the Estate.

50. No fires for cooking, heating, or any other purposes whatsoever, will be permitted on the Estate. Contractors will make alternative arrangements to prepare hot meals, e.g., gas stoves
51. No concrete, mortar, cement, etc. may be temporarily stored, mixed, or prepared on any portion of the adjacent sites, green areas, road reserve or streets.
52. No supplies, material, rubble, plant, or items may be stored in areas beyond the boundaries of the site. All materials, plant, and supplies shall be neatly piled or stacked.
53. The Contractor may only store building material on a vacant adjacent stand if the owner had requested permission in writing from the owner of such stand and the approval of the CT have been received. Such written permission is filed with the managing agent.
54. Pollution and contamination of ground and run-off water is particularly sensitive. Contractors therefore need to take special care during handling, disposal and clean-up operations, with particular emphasis on the disposal of paint, tile grout and adhesive, cement, rhinolite, chemicals, oils, fuel, etc.

I. Contract cancellation/ termination.

55. Any of the following will be a reason for the immediate and/or permanent expulsion of any personnel and/or contractor and/or service provider from Avonddans II and no claims for extra time will be granted because of such expulsion:
- Loitering by contractors', suppliers', and sub – contractors' personnel on the Estate.
 - Stealing, or removing without permission, supplies or goods from the site.
 - Engagement in any form of violence.


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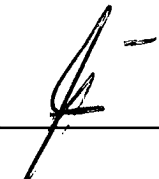
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- Creating any form of open fire apart from the controlled fires used in construction such as a torch for waterproofing, or used by a plumber to seal copper pipes, etc.


56. The CT reserves the right to bar any vehicles or persons from the Estate.

J. Dispute Resolution.

57. Any dispute between an owner and the CT, or one or more owners, shall be dealt with in accordance with the provisions of the constitution of Avonddans II Home Owners Association, between an owner and the CT, or one or more owners.



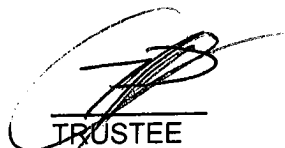
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