

**MARINA VILLAGE
HOME OWNERS ASSOCIATION**

**REGULATIONS AND CODE OF CONDUCT GOVERNING
BUILDING CONTRACTOR ACTIVITY**

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THIS DOCUMENT MUST FORM PART OF ANY BUILDING CONTRACT AND MUST BE SIGNED BY THE OWNER AND MAIN CONTRACTOR AND A COPY THEREOF MUST BE LODGED WITH THE HOA BEFORE ANY BUILDING ACTIVITY MAY COMMENCE.

SUMMARY

Clause 1	A deposit is required on approval of building plans.
Clause 2	Working hours are restricted.
Clause 3	Entry and exit is permitted through the main entrance only and by vehicle only in accordance with the security regulations.
Clause 4	A main contractor board must be erected on site.
Clause 5	Building activities must be confined to the site.
Clause 6	Toilet facilities must be provided.
Clause 7	Any storage shed must conform to the HOA requirements.
Clause 8	Sand heaps must be covered adequately.
Clause 9	Drainage and run off to be controlled.
Clause 10	Measures to be taken to avoid blown dust.
Clause 11	Rubbish must be removed regularly and may not be burnt on site.
Clause 12	Rubble must be removed regularly.
Clause 13	Fill must be disposed of.
Clause 14	Deliveries are subject to restrictions.
Clause 15	Speed limits must be adhered to.
Clause 16	Noise must be kept to a minimum.
Clause 17	No persons may sleep on a building site.
Clause 18	Owners and contractors are responsible for damage to property.
Clause 19	Contractors are not permitted to enter the park areas.
Clause 20	No deviations are permitted without the prior approval of the HOA.
Clause 21	External paint colour samples to be provided and approved.
Clause 22	Contractors must comply with legislated requirements.
Clause 23	The HOA may suspend building activity.
Clause 24	Building Completion
Clause 25	Owners and contractors undertake to comply with these regulations.

BEFORE ANY BUILDING ACTIVITY MAY COMMENCE AND BEFORE ANY MATERIALS MAY BE DELIVERED TO SITE;

- i) Building plans must have been approved by the HOA and the relevant municipal authority .
- ii) A copy of this document , duly signed , must have been lodged with the HOA.
- iii) Site toilets must have been provided in terms of the regulations .
- iv) The main contractor board must have been erected .
- v) Suitable depositories for rubble and rubbish must have been provided .

INTRODUCTION

The MARINA VILLAGE HOME OWNERS' ASSOCIATION ("HOA"), the legally constituted representative of all owners at Marina Village, has adopted certain rules and regulations relating to building contractor activity on the Estate. This document sets out those rules and regulations.

The primary intention of the provisions hereunder is to ensure that all building activity at Marina Village occurs with minimum disruption to owners and residents. In the event of any uncertainty owners and/or their contractors should contact the HOA for clarification.

The conditions governing building activity, as set out in this document, are rules adopted by the HOA and are accordingly binding on all owners. Notwithstanding that owners are responsible for the conduct of contractors appointed by themselves, owners are obliged to ensure that such contractors and/or sub-contractors are made aware of these conditions and comply strictly thereto. Owners are therefore required to include these conditions, in their entirety, in any building contract concluded in respect of property on the Estate.

The main contractor is responsible for the activities of all his employees, sub-contractors and suppliers and accordingly he is expected to have competent supervision on site at all times to ensure compliance with these rules and regulations.

If there is no main contractor and/or where sub-contractors are appointed by the owner then, in such an event, the owner shall assume the responsibility of the main contractor as outlined hereunder.

The HOA has the right to suspend any building activity in contravention of any of the conditions hereunder and in so doing the HOA accepts no liability whatsoever for any losses sustained by an owner/contractor as a result thereof.

The HOA reserves the right to exercise latitude, at its discretion, where special circumstances exist. Any concessions so made shall in no way prejudice the rights of the HOA to enforce these regulations to the full extent prescribed.

REGULATIONS AND CODE OF CONDUCT

In the following text where terms such as suitable, adequate, appropriate etc are used, the HOA shall be the sole arbiter as to what is suitable, adequate, appropriate etc. Where specifics are mentioned such specifics shall not affect the generality of the content.

Clause 1 - DEPOSIT

The Owners shall deposit an amount of R5000.00 (Five Thousand Rand) with the HOA prior to the approval of building plans and the commencement of building operations.

Such deposit shall be held in the HOA account to defray expenses caused by damage to services/amenities and may be used by the HOA to rectify and/or ensure compliance with these regulations during the course of construction.

The deposit (or any lesser amount due after deduction of the expenses herein before mentioned) will be refunded on completion of building and related activity to the satisfaction of the HOA in accordance with Clause 5 of the Development Guidelines.

In the event of the deposit not being sufficient to cover the costs as before mentioned then the owner undertakes to pay the shortfall on demand.

Clause 2 - WORKING HOURS

Contractors are only permitted on the Estate from 07h00 to 17h30 on weekdays and from 07h00 to 13h00 on Saturdays. No contractor activity or power tools are permitted on the Estate on Sundays and Public Holidays. No building activity to take place during builders shut down 15 December – 15 January

Clause 3 - ENTRY AND EXIT

All main contractors, supervisors, architects, sub-contractors and any others involved in the construction who will be on site more than once a week must obtain a temporary access permit from the HOA. A refundable deposit of R500.00 must be paid to the Managing Agent before the tag is issued to the above.

All persons entering the Estate are to comply with the security provisions of the Estate.

Persons may only enter or leave the Estate through the main entrance and by vehicle only; workers on foot will not be permitted entry to the Estate. Drivers of vehicles are responsible and accountable for the activities and behavior of all occupants of the vehicle.

No workers will be permitted on any part of the parks or on property other than that on which they are authorized to work.

Clause 4 - MAIN CONTRACTOR BOARD

In order that the HOA can make contact with the appropriate party when necessary a main contractors/architects board must be erected on site before building activities commence. The said board must comply with the specification attached hereto as Annexure "A" and must be removed upon completion of construction. No sub-contractor's boards or boards of any other kind are permitted on the Estate.

Clause 5 - ENCROACHMENT & CLEANING OF PROPERTY

Building activities are to be confined to the property and shall not encroach onto adjoining properties unless written permission therefore has been obtained on the prescribed form, attached hereto as Annexure "B", from the relevant owner (s) and lodged with the HOA.

Permission to encroach onto "common" areas must be obtained from the HOA which permission will only be granted in exceptional circumstances.

Limited off-street storage and site access will be available where verge landscaping has already been completed. Arrangements must be made via the HOA to remove plant material where possible or protect same during construction.

The HOA reserves the right to replace plant material, at the owner's expense, should same be damaged.

Property owners must ensure that their properties (incl their verges) are free of weeds and alias vegetation.

Burning of vegetation on the property will not be permitted under any circumstances.

Carol Logie (083 529 5410) is the appointed environmental officer for the HOA. Before any improvement or alterations are effected on a vacant erf, the owner must appoint Carol Logie to inspect the property who would provide the owner with a report on the removal of any protected plant species.

The dedicated Marina Village ECO (Carol Logie) must sign off the plan before any plot clearing may be done or signed off by the Directors of the Estate.

The contractor shall erect a 1,5m high green shade cloth hoarding all along the perimeter of the stand as per the approved Site Development plan, before any building activities commences. This hoarding shall be maintained and kept in a serviceable condition for the duration of the construction process.

Clause 6 - TOILET FACILITIES

Before ANY activities commence an adequate toilet, facility must be provided on the site in such a position which will be screened from the parks and street when the building reaches eaves height.

The contractor must ensure that adequate supplies of toilet paper are on hand to prevent the use of cement bags or newspaper which may lead to blockages of the sewer system.

Anyone found not using the toilet will be removed from the Estate forthwith.

Clause 7 - STORAGE FACILITIES

If a store / shed is placed on site it must be acceptable, adequate, secured and placed within the site boundaries. Neighbors should be considered when placing the store / shed

Clause 8 - SAND STORAGE

Owners and/or builders will be held responsible should neighbors be affected by wind blown sand.

Sand heaps should be covered before leaving the premises each day and should be covered on working days if wind is causing sand to be blown from such heap. Loose sand should not be left to spread over the building site and must be regularly heaped.

The contractor and owner are responsible to clean the verges and road of all sand and rubble washed or moved onto the verges and road at regular intervals.

Clause 9 - DRAINAGE AND RUN OFF

Owners and/or builders are to ensure that the drainage and run off from the construction activities does not find a route over adjoining properties or into natural water courses.

Clause 10 - PRESERVATION OF EXISTING GROUND COVER

Preservation of the existing ground cover is essential for the stabilization of the top soil and owners and/or builders shall ensure that the terrain, where vegetation has been removed, is kept damp in order to avoid blown dust onto adjoining properties.

Clause 11 - DISPOSAL OF RUBBISH

Before building operations commence suitable containers for the ongoing accumulation of litter, plastic bags, cement bags, packaging material etc shall be placed on site.

The containers must be securely covered when the site is vacated and must be emptied and the contents thereof removed from the Estate at appropriate intervals, but in any event, not less frequently than close of business each and every Friday. Burning of rubbish is not permitted under any circumstances.

Clause 12 - DISPOSAL OF RUBBLE

During building operations rubble, must be accumulated in a suitable pre-designated area within the site boundaries and must be removed from the Estate at appropriate intervals.

Clause 13 - DISPOSAL OF FILL

During building operations fill arising from building activities must be accumulated within the site boundaries and if not required for landscaping purposes must be removed at appropriate intervals.

Clause 14 - DELIVERIES

Deliveries from suppliers must be scheduled during working hours only. Delivery vehicles will not be allowed entry after 17h00 on weekdays and after 13h00 on Saturdays if they are unlikely to be in a position to exit before 18h00 and 15h00 respectively.

Vehicles carrying abnormally large and/or heavy loads may be denied access to the Estate or certain parts thereof. Similarly, abnormally long and/or articulated vehicles will not be permitted entry for practical reasons. Suitable advance arrangements must be made with suppliers in this regard and the HOA accepts no liability for costs incurred as a result thereof.

Owners and contractors will be liable for damage caused by any vehicle associated with activity on their site and recovery of any related costs from the owners or drivers of those vehicles will be the responsibility of owners.

Where materials are off-loaded by a supplier and encroach onto the verge or road these materials must be moved immediately onto the site by the contractor. No materials are allowed to remain on the verge or road and it is the contractor's and owner's responsibility to clean the verge and road of all such materials.

Clause 15 - SPEED LIMITS

All persons entering the Estate are to abide by the maximum speed limit of 40 kph within the Estate.

Clause 16 - NOISE

All noise on site must be kept to a minimum. Where objections/complaints about excessive noise are lodged by members the HOA will take appropriate action.

Clause 17 - SLEEPING ON SITE

Under no circumstances may any employee of a contractor or subcontractor reside or sleep on a building site during the construction period.

Written applications made to the HOA for permission for a bona fide uniformed security person to patrol specific properties at designated times will be considered on individual merit

Clause 18 - DAMAGE

Owners and contractors shall be responsible for any damage caused by them or their agents on the Estate including, without affecting the generality hereof, damage to kerbs, verges, planted areas, private property and the common property in the Estate.

Clause 19 - PROTECTION OF PARKS AND COMMON PROPERTY

No person associated with building or allied activities on the Estate is permitted to enter the park areas of the Estate.

Clause 20 - DEVIATIONS

Where building work deviates from previously approved plans all building, work relating thereto must cease, with immediate effect, until such time as such deviation has been approved by the HOA.

Clause 21 - EXTERNAL PAINT COLOURS

All external paint colours are to be in accordance with colours approved by the HOA. Prior to the painting of buildings, the owner and/or builder is to provide paint samples together with a detailed description of such colour for approval.

Clause 22 - LEGISLATED REQUIREMENTS

Owners and contractors are responsible for ensuring that all safety and other legislated requirements are complied with.

Clause 23 - UNDESIRABLE CONDUCT

Should the HOA be dissatisfied with the conduct of any contractor, sub-contractor or supplier, the HOA may rectify as deemed necessary and/or suspend building activity until such undesirable conduct is rectified.

Clause 24 – BUILDING COMPLETION

Works not fully completed and signed off by the HOA within 12 calendar months of original commencement will result in the property in question being charged a monthly Building Period Penalty Levy, which will be 4x the monthly levy.

Clause 25 - UNDERTAKING

By their signatures hereto owners and contractors acknowledge that they understand the content of this document and agree to be bound by the provisions hereof.

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ERF No

CONTRACTOR'S DETAILS

NAME

CONTACT PERSON

TELEPHONE No

FAX No

CELL No

SIGNED AT..... ON THE..... DAY OF 20...

.....
OWNER *

SIGNED AT..... ON THE..... DAY OF 20....

.....
CONTRACTOR

* If the development of the property is being undertaken by an appointed representative of the owner an acceptable authority for the representative to act on the owner's behalf must be attached to this document.

CONSENT

I Mr/Mrs/Ms the undersigned

(the Grantor) being the owner of Erf situate in Marina Village Home Owners Association

do hereby grant

Mr/Mrs/Ms

(the Grantee) the owner of Erf situate in Marina Village Home Owners Association

the necessary consent, as required in terms of Clause 5 of the Regulations and Code of Conduct Governing Building Contractor Activity, to encroach onto my property, for the purpose of; (delete those that are not applicable)

- i) the storage of materials
- ii) gaining access to the Grantee's Erf .
- iii) parking of vehicles
- iv) other

The said consent is granted on the specific condition that the Grantee accepts full responsibility for any and all damage caused to my erf and/or neighboring erven, common property, roads etc as a result of the consent hereby granted.

The consent hereby granted shall be of a temporary nature to facilitate the Grantee's building activities and shall be capable of being withdrawn by me at any time and in any event shall expire on completion of the Grantee's building activities.

On expiry of the consent hereby granted the Grantee undertakes to restore my property to the condition it was in prior to my granting the consent herein described.

SIGNED AT..... ON THIS..... DAY OF20....

.....
GRANTOR

SIGNED AT..... ON THIS..... DAY OF20....

.....
GRANTEE