



COPPERLEAF



CONTRACTORS AND OWNERS CODE OF CONDUCT

FOR COPPERLEAF COUNTRY ESTATE

REVISION NUMBER AND DATE

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CONTRACTORS AND OWNERS CODE OF CONDUCT AGREEMENT

(Hereafter referred to as the COCC)

In relation to Erf _____ Peach Tree Extension _____

(Hereinafter referred to as the "ERF")

1. INTRODUCTION

- 1.1. This document constitutes the sole record of the agreement entered into by and between CLCEHOA and the registered Owner on the one part and, where the context may so indicate, CLCEHOA and the Contractor on the other hand in relation to the rules and regulations and or terms and conditions under which the Owner is permitted to commence with Building on the Property;
- 1.2. The object of the CLCEHOA is to promote, advance and to endeavour to protect the communal interest of all Owners and or residents within the Estate and consequently to endeavour to ensure a safe, high quality lifestyle by managing the appropriate development and or Construction of residences and related facilities (including swimming pools, shelters, outbuildings, extensions, etc.) by the owners of the Stands as well as communal facilities (including sport, recreation facilities, parks, security walls and buildings, etc.).
- 1.3. The CLCEHOA's Building Regulations relate to the control measures regarding access and building activities to which all registered Owners of Erven within the Estate, Contractors (and their suppliers) and Sub-contractors appointed by registered Owners of Erven situated within the Estate to affect Building or other work for and on behalf of Owners on the Estate. Owners are obliged to bring the Estate Rules and Building Regulations to the attention of their Building Contractors and direct contractors or specialist suppliers/installers and to ensure that persons appointed to do work for and on behalf of an Owner agree to be bound by the Estate Rules and Building Regulations. The Owner will be held responsible for any contravention of the Estate Rules or Building Regulations and or this Contractors and Owners Code of Conduct by their Building Contractors and direct contractors or specialist suppliers/installers.
- 1.4. All Owners and Contractors building in Copperleaf Country Estate must sign acceptance of this COCC prior to any work commencing / continuing on stand. This COCC also applies and covers all sub-contractors working under a main Contractor on any Site within the boundaries of the Estate. Contractors must ensure that each Sub-contractor of the Contractor receives a copy of this document and agrees to be bound thereto.
- 1.5. Access and deliveries to the Estate will be strictly controlled by CLCEHOA and or its appointed agents at all times both for vehicular and pedestrian traffic. Control will be exercised in terms of the prevailing Access / Security Standard Operating Procedures as determined by the CLCEHOA in its sole discretion.
- 1.6. The conditions governing building activity which is set out in this document are rules adopted by the CLCEHOA and are therefore binding on all Owners of Property within the Estate, residents, their Contractors and sub-contractors. Furthermore, all Owners are obliged to ensure that their Contractors and sub-contractors are made aware of the conditions and comply strictly with them. Owners are therefore required to include these conditions in their entirety in any building contract concluded in respect of Property in the Estate, and all such contracts may be required to be submitted to the CLCEHOA for prior approval.
- 1.7. The Owner specifically indemnifies the CLCEHOA from any claim howsoever arising resulting from a contract entered into by and between a Contractor and an Owner.

1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 1.7.

2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 1.7.

Owner

Main Contractor

1.8. Definitions:

1.8.1. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

1.8.2. Unless a contrary intention clearly appears, an expression which denotes –

- 1.8.3. any one gender includes the other genders;
- 1.8.4. the singular includes the plural and vice versa; and
- 1.8.5. A natural person includes an artificial or juristic person and vice versa.
- 1.8.6. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –
- 1.8.6.1. **“BCO”** – means the person appointed by time to time by the CLCEHOA as the **Building Control Officer**;
- 1.8.6.2. **“Building”** – means, as the context may indicate, either any activity in relation to Construction and or a structure (including but not limited to a dwelling ((or any part thereof)), swimming pool, garage, etc. in relation to which the Construction has been partially and or wholly completed;
- 1.8.6.3. **“Building Commencement Date”** – means the date upon which the last in time of the Contractor or Owner signs this COCC agreement;
- 1.8.6.4. **“Building Rules”** – means the codes of conduct, rules and terms and conditions as contained in this document and, where the context so indicates, will also include the Architectural & Development Rules of the Estate;
- 1.8.6.5. **“COCC”** – means the Contractor and Owners Codes of Conduct Agreement concluded between the Owner, the Contractor and the CLCEOA;
- 1.8.6.6. **“Copperleaf Country Estate”** – means collectively all the Erven situated in Peach Tree Extension 1, 2 and 3;
- 1.8.6.7. **“Contractor”** – means the person and or entity employed by an Owner and or third party on behalf of an Owner to conduct Construction of a Building on the Estate;
- 1.8.6.8. **“Construction”** – means any activity on an Erf associated with the erection of a structure, including, but not limited to all and or some of those activities normally situated with the erection of a dwelling, swimming pool, garage, etc.;
- 1.8.6.9. **“CLCEHOA”** – means Copperleaf Country Estate Home Owners Association NPC, a non-profit company registered in terms of the Company Laws of South Africa under registration number 2005/030514/08;
- 1.8.6.10. **“DRC”** – means the **Design Review Committee** appointed from time to time by the CLCEHOA;
- 1.8.6.11. **“Erf”** – means the Property within the Estate registered to the Owner and of which the full details are set out above;
- 1.8.6.12. **“Erven”** – means collectively all and or, where the context so may indicate, a particular number of properties in the Estate;
- 1.8.6.13. **“Estate”** – means the Copperleaf Country Estate;
- 1.8.6.14. **“Estate Rules”** – means the rules issued by CLCEHOA from time to time in relation to conduct to which its members and their invitees to the Estate have to comply with;
- 1.8.6.15. **“Owner”** - means the registered owner of an Erf;
- 1.8.6.16. **“Property”** – means the Erf;
- 1.8.6.17. **“Stand”** – means the Erf;
- 1.8.6.18. **“Sub-Contractor”** – means a person appointed by the Contractor to perform certain and or all functions of the Construction.

2. CONDITIONS & RESPONSIBILITIES APPLICABLE

2.1. The registered Owner of the Stand hereby irrevocably agrees in relation to his Stand in the Estate, to:

2.1.1. Approval of drawings

1. *I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 2.1.1.*
2. *I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 2.1.1.*

Owner

Main Contractor

2.1.1.1. To submit drawings to the DRC for review and not to commence with any construction and or construction related and or any other activities on site prior to the approval of such drawings, specifications and details by both the DRC and the local authority. The Owner is obliged to submit the drawings to the relevant local authority after the approval by the DRC. The Owner indemnifies the DRC from any damages that the Owner may suffer (howsoever arising) in the event of the local authority not approving drawings, specifications and details specifically approved by the DRC. In the event of the DRC having approved any drawings, specifications and details and those drawings, specifications and details are in any way different from the drawings, specifications and details approved by the local authority, then in that event the Owner must submit a copy of the drawings, specifications and details as approved by the local authority to the DRC for approval.

2.1.1.2. Not to commence with any Construction and or Construction related activities before the above approval process has been completed by the local authority and the DRC and a site certificate has been issued by the BCO.

2.1.2. Deviations and as built drawings

2.1.2.1. Not to allow any construction work in areas where it will deviate from the original approved plans and to obtain approval from the DRC prior to making and or allowing changes to the design.

2.1.2.2. To complete (completion date being the issuing date of the CLCEHOA Completion Certificate) the house and outbuildings and landscaping on the property within **12 (twelve) months** of the date of commencement of Building. This period includes the shutdown period over December/January. The Owner agrees that a delay for any reason whatsoever in the Construction of buildings and landscaping on his stand may inconvenience other Owners on the Estate and the Owner therefore irrevocably agrees to be, in addition to any other penalty levied against the Owner as envisaged in Annexure C, liable to the CLCEHOA for a penalty levy equal to the current monthly levy charged to that Owner at time of expiry of the **12 (twelve) month** building period and will be added to the monthly levy account of the owner until such time as the CLCEHOA Completion Certificate is issued to that Owner. Completion inspections may only be booked once confirmation has been received that all levies and penalties are paid in full.

2.1.2.3. The CLCEHOA can only issue the HOA Final Completion Certificate once the Occupancy Certificate from City of Tshwane has been received.

2.1.3. That the conditions as set out in this COCC will apply exactly the same in respect of any further alterations, additions, walls, fencing, facade treatments, pools, signage etc. which the Owner may wish to erect on the Property.

2.1.4. That all Construction is to comply with such conditions as which the National Building Regulations, Tshwane Metropolitan Municipality regulations and/or the National Home Builders' Registration Council (NHBC) and or any other relevant institution, imposes in respect of the Property or Construction thereon.

2.1.5. To ensure that the Contractor/s employed by the Owner signs and complies with all the conditions set out in this COCC in respect of any access granted to and or conduct by a Contractor and or its employees, agents, consultants and or Sub-Contractors on the Estate.

1. ***I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 2.1.5.***
2. ***I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 2.1.5.***

Owner

Main Contractor

2.1.6. That any breach by the Owner's Contractor/s and or the employees, agents, consultants and or Sub- Contractors of the obligations imposed on the Owner and or the Contractor in terms of this COCC is and remains the responsibility of the Owner, and will be regarded as a breach by the Owner.

1. ***I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 2.1.6.***
2. ***I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 2.1.6.***

Owner

Main Contractor

2.1.6.1. Any breach of a condition or rule set out in this COCC that has a financial penalty as set out in Annexure C may be levied, at the exclusive discretion of the CLCEHOA, against the levy account of the Owner in the amounts as set out in Annexure C (Schedule of Penalties). The Owner acknowledges that the CLCHOA may at any time and without the notice to the Owner amend the amounts as set out in Annexure C.

1. ***I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 2.1.6.1.***
2. ***I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 2.1.6.1.***

Owner

Main Contractor

2.1.7. That the registered Owner shall not be entitled to take physical occupation of any nature, including storage of furniture, boxes, etc. of the dwelling or reside or allow any person to reside on the Stand before a Final Completion Certificate has been issued by the CLCEHOA in terms of **Clause 9 as well as an Occupation Certificate from Tshwane (Non-compliance can lead to penalties or legal action.**

1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 2.1.7.

2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 2.1.7.

Owner

Main Contractor

2.1.8. The CLCEHOA reserves the right to and may deny occupation of any house/structure to an Owner if the provisions of any of the clauses of this document have not fully been adhered to by either the Owner and or any Contractor and or if all the financial penalties envisaged in Annexure C levied against the Owner have not been paid up to date. Financial penalties as set out in Annexure C and/or other measures as determined at the sole discretion of the CLCEHOA may be levied and or implemented against the Owner and or other transgressors;

1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 2.1.8.

2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 2.1.8.

Owner

Main Contractor

2.1.9. The Owner will ensure that all Contractors are de-registered from being granted access to the Estate in respect of a particular Stand within **15 (fifteen) working days** after the Owner obtaining an Final Completion Certificate or immediately after any remedial work has been completed by that Contractor, whichever occurs first.

2.1.10. Not allow any Contractor, Sub-Contractor or direct Contractor or any other person to erect any signage on the stand.

2.1.11. In addition to any levy and or penalty levy that may be charged to an Owner and to protect the architectural integrity of the estate a Building Control Fee of **R 1203.00 per month** (subject to change from time to time) will be charged to the Owners' Levy account from the signature of this COCC and up until the date of issue of the CLCEHOA Final Completion Certificate and Tshwane Occupancy Certificate. By regular inspections on site the DRC and the CLCEHOA will endeavour to ensure that houses are built according to the approved drawings and that building sites are kept tidy and free of litter. The Owner acknowledges that notwithstanding that the CLCEHOA may instruct persons to inspect the Construction, such inspection is purely for purposes of monitoring internal CLCEHOA policies and the Owner shall have no claim against the CLCEHOA and or the persons appointed by it to inspect the Construction for any report compiled by such person and or any damages (howsoever occurring) which may be suffered by the Owner as a result of defect in the Construction or building methods employed by the Contractor and or any other person.

1. ***I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 2.1.11.***
2. ***I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 2.1.11.***

Owner

Main Contractor

2.1.12. In addition to any other levy and or penalty that may be charged to the Levy account of an Owner, during Construction damage to the road infrastructure may take place and it is therefore necessary that a Road Maintenance Fund/Fee be accumulated for needed repairs once construction tapers off. A fee of **R1203.00 per month** (subject to change from time to time) will be levied to the Owner's Levy Account from date of signature of this COCC until the date of issue of the CLCEHOA Final Completion Certificate. All fees are reviewed and adjusted on an annual basis.

2.1.13. To pay fines and fees that have been levied to his account on or before the due date for payment as may be indicated on the Levy invoice sent to the Owner.

1. ***I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 2.1.13.***
2. ***I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 2.1.13.***

Owner

Main Contractor

2.1.14 It is the Owner's responsibility to establish and maintain a safe working environment in compliance with Occupational Health and Safety Act (OHS to be compliant with Copperleaf Estate), (85 of 1993) as Amendment Act No. 181 of 1993, using hazard identification and risk management strategies, so as to prevent personal injury, ill health or property damage, and to safeguard the environment. (Act still current).

2.2. The contractor / project manager / owner builder hereby agrees to:

The Owner must ensure that the Contractor or Project Manager used to conduct any form of building activity on the Property complies with the following criteria, namely:

1. ***I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 2.2.***
2. ***I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 2.2.***

Owner

Main Contractor

2.2.1. All Contractors, Sub-Contractors and their agents and or staff who will have to visit the Estate for whatever purpose must be registered with original South African Identity Documents and all relevant

- permits) on the Estate's Security Access System at the Contractors Registration Area/Offices with an access card including a photograph of the contract worker.
- 2.2.2. All Contractors, Sub- Contractors and their agents and or staff must submit themselves to a South African Police Services criminal clearance at the request of the CLCEHOA.
 - 2.2.3. All Contractors must be in possession of an approved Health & Safety Plan as required in terms of the Occupational Health & Safety Act (No 85 of 1993) for each stand on which they are construction on the Estate. A copy thereof must be furnished to the CLCEOA on request therefore.
 - 2.2.4. All specialist Contractors employed directly by the Owner, whose appointment is not a sub contract to the main building Contractor, (Example: Home theatre specialists, landscaping contractor, etc.) must be registered on the CLCEHOA security access control system following the same processes as the main Contractor or any other Sub-Contractor.
 - 2.2.5. The Owner / Contractor will not be allowed to commence with any building works on the Property unless they are in possession of all the above mentioned registration certificates / documentation.
 - 2.2.6. The Owner / Contractor will not be allowed to store any building material, proper filling, sheds or toilet on a site before the COCC is signed.
 - 2.2.7. If the permit expires and the COCC has not been signed, the Owner / Contractor have **7 (seven) days** to remove the abovementioned otherwise it will be removed by a person nominated by the HOA for the Owners account. No extensions will be granted.
 - 2.2.8. Not allow any Contractor, Sub-Contractor or direct Contractor to erect any signage on the Stand.
 - 2.2.9. To keep the Stand at all times free of litter and or rubble and aesthetically in a clean condition.
 - 2.2.10. To make use of the preferred supplier of "Skips" nominated by CCLEHOA to facilitate partial compliance with 2.2.9;
 - 2.2.11. To provide all documentation required by the CCLEOA for site handover.
 - 2.2.12. In the event that a "New Builder/Contractor/Project Manager" is appointed during the building process, all site handover documentation must be resubmitted to the Copperleaf Country Estate Homeowners Association Office.

3. PROCEDURE FOR SITE HANDOVER AND TO COMMENCE WITH CONSTRUCTION

In addition to any other requirement as may be set out in this COCC, the following procedures must also be followed for Site Handover (3.1) and / or before Construction (3.2) may commence:

- 3.1. The Owner or his Contractor / Project Manager, must give the BCO at least 2 working days written notice of his/her request for a Site Handover Meeting/Certificate (**Annexure A**).
 - 3.1.1. The following items/documents must be in place before a site handover certificate can be issued:
 - 3.1.1.1. All working plans including building, storm water management must be approved by DRC and the local authority;
 - 3.1.1.2. All water, sewer and electrical (if required) connections/applications must be completed by the relevant authorities or parties;
 - 3.1.1.3. The Owner of the stand must have paid the building deposit, as listed in (**Annexure B**). This amount will be held free of interest by the CLCEHOA. This deposit may be used by the CLCEHOA to remove any rubble or make good any damage caused by the Owner's Contractor, for example kerbing, landscaping or any other common property damaged during the Construction period.
 - 3.1.1.4. The balance of the building deposit shall be refunded into the Owners levy account, or the Owner's nominee's account, after the CLCEHOA Final Completion Certificate has been issued, provided that there was no breach or non-performance to remove builder's rubble or any damage caused by the Contractor, Sub-Contractors or suppliers.
 - 3.1.1.5. The building Contractor responsible for the construction of the home on the Stand has to be registered with the National Home Builders Registration Council (NHBR). Proof of such registration must be furnished to the CLCEHOA on the day of Site Handover Meeting;
 - 3.1.2. The Owner, or his Contractor / Project Manager, must give the BCO at least **2 working** days written notice of his intention to commence with Construction. A "Building Commencement meeting" will have to be scheduled;
 - 3.1.3. A Building Commencement Certificate (**Annexure B**) will be issued if the following conditions are complied with at the meeting. These conditions must remain in place for the duration of the building project:
 - 3.1.3.1. A Chemical Toilet must be on site. No toilets or sheds will be allowed on the sidewalks / pavements. A sturdy lockable shed must be erected on the Stand for the duration of the construction period. The toilet must be suitably screened and placed on site with privacy in mind.
 - 3.1.3.2. The Builders Board supplied by the CLCEHOA must be placed so that it is visible from the street only and not open spaces or the golf course and shall be kept in good condition throughout the Construction period.
 - 3.1.3.3. For the duration of the Construction period provision must be made for the continuous removal of building rubble and other waste. A skip is compulsory for the duration of the construction, and after the building period expired, until all the building rubble and other debris has been removed. Contractors will be fined for building rubble or other debris that is dumped

or blown to adjacent stands, sidewalks or private open spaces and/or the golf course. It is compulsory for all contractors to use the Copperleaf Country Estate Homeowner's Association approved service provider regarding skips.

3.1.3.4. In the event of the Site bordering onto any open spaces and or the golf course, special care must be taken to not cause any damage to or to encroach into these areas. No rubble / building materials may be stored in a green area under any circumstances.

3.1.3.5. All services, such as electrical, sewer, water etc. need to be clearly marked on site.

3.1.3.6. The footprint and actual position of the house as well as the driveway must be clearly marked.

4. SITE & OPERATIONAL PROCEDURES

The Contractor hereby agrees and undertakes:

1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 4.

2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 4.

Owner

Main Contractor

4.1. Contractor/Construction activity is only allowed access in the Estate during the following "**building time**" hours: **Mondays to Fridays 07h00 till 17h00** and **Saturdays from 07h00 till 13h00**. No Contractors are allowed to be in the Estate after these hours.

4.2. Deliveries will only be allowed to enter up to 2 hours before the end of the building time hours on the specific day. Deliveries after 15:00hrs will only be allowed by prior arrangement with the Copperleaf Country Estate Homeowner's Association.

4.3. Each of the Owner and the Contractor, by affixing their signatures to this COCC also specifically indemnify and hold the CLCEHOA harmless against any damages which may be suffered by the Owner and or the Contractor and or any other party as a result of the enforcement by the CLCEHOA of any of the terms and conditions as contained in this COCC.

1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 4.3.

2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 4.3.

Owner

Main Contractor

4.4. No after hour work will be permitted without CLCEHOA's prior approval.

4.5. No night watchmen or any other permanent security guards appointed by an Owner and or his Contractor and or Sub-Contractor are permitted on any Stand.

4.6. No Contractor activity and/or delivery of materials are permitted on Sundays, Public Holidays and during the December builder's break, (from the second Friday in December until the first Monday in January) as these days are viewed as "private time".

4.7. No loitering of workers, excessive parking of vehicles, dumping or storage of rubble will be allowed outside of the building Stand of the contracting Owner. No Contractor and or its employee, consultant and or Sub-Contractor may, apart from the Site of the Owner who contacted with the Contractor, traverse anywhere on the estate by foot.

4.8. The Site must be kept as clean as possible of building rubble, with regular cleaning taking place during building operations. Building sites are to be left in a clean condition required at "Builders Close". Under no circumstances may any building material or rubble be stored on adjacent Stands.

- 4.9. Where materials are off loaded by a supplier encroaching onto a paved walk ways or the roadway, these materials must be moved onto the Site by the Contractor. No material must be allowed to remain on the roadway or paved walk way and it is the Contractors and Owners responsibility to clean the road or walk way of all such materials immediately.
- 4.10. Any spillage of material on to the roadway must be cleaned on a continuous basis before **16:00** daily.
- 4.11. The Owner shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property. The building deposit will be used to make good of any damages caused.
- 4.12. Storage and removal of Site refuse litter and rubbish must be very carefully controlled and prevented throughout the whole development.
- 4.13. Sub-Contractors appointed to remove building rubble must be able to provide the Owner /Main contractor with proof that the rubble is disposed of in a legal and environmentally friendly manner. (An affidavit from the Contractor can be considered proof).
- 4.14. The Contractor, Sub-Contractor, Consultants and or their employees may be denied access to (or prevented of egress from) the Estate, should the site not be kept clean to the satisfaction of the CLCEHOA or should the Contractor, Sub-Contractors, consultants and or employees breach the terms of this COCC or should the Levies of the Owner (including penalties charged in terms of this COCC) not be paid up to date.

- 1. ***I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 4.14.***
- 2. ***I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 4.14.***

Owner

Main Contractor

- 4.15. No burning of refuse or building materials will be allowed in the Estate
- 4.16. No concrete, dacha, cement or such may be temporally stored, mixed or prepared on any of the roadways, curbs and paved walkways. Any concrete work done on a Saturday must be complete by 12h00. All concrete work scheduled during the week must commence as early as possible. All trucks to arrive timeously, the last truck will be allowed access through the gate at 16:00. It is the Owner's/Contractors responsibility to ensure suppliers are aware of delivery times to the Estate.
- 4.17. Any incident or damage to CLCEHOA assets that occurs must be reported immediately to the Estate Security Control Room on 012 668 8966;
Incidents that must be reported is such as:
 - 4.17.1. Security breach
 - 4.17.2. Damage to infrastructure (water meters, water pipes, road surface, signage, kerbs, boundary wall and fence, streetlights and furniture, etc.)
 - 4.17.3. Vehicle accidents
 - 4.17.4. Damage to the environment
 - 4.17.5. Breach of any of the Estate Rules, etc.
- 4.18. With the dams and water features 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.
- 4.19. 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.
- 4.20. No vehicles will be allowed to cross any part of the green areas, or parkland, or to deviate from roads or recognized road route.
- 4.21. Any dispute between the Contractor and its employees, Sub-Contractors and or between the Sub-Contractor and its employees and or any consultants must be settled outside the boundaries of the Estate.
- 4.22. If any employee is found disturbing or endangering the animal, fish or bird life they will be removed and banned from the estate.
- 4.23. **All delivery vehicles entering the Estate must be "Legally Loaded" to conform with all Regulations relevant to Public Roads. Any vehicle may be required to provide a "Weight Certificate" on request. Roads in the area must be cleaned immediately once the delivery is complete.**

1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 4.23.

2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 4.23.

Owner

Main Contractor

4.24. 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 a further work on the site.

4.25. No Contractor and or its employees, or Sub-Contractors are allowed to "live" on site and stay overnight.

5. SECURITY AND ACCESS CONDITIONS

5.1. All Contractors, Sub-Contractors, consultants and their workers must, prior to entering into the Estate, register with the security company of the Estate and register on the Access System or alternatively be provided with an access which is to include a photograph of the contract worker. All Contractors, Sub-Contractors, consultants and their workers must enter the Estate only through the designated turnstiles (excluding drivers), whether arriving in vehicles or on foot, and must strictly adhere to the Security Standard Operating Procedures in force at the time. The Security Manager or his authorised representative of the Estate will explain the procedures to the Owner and or the Contractor / Contractors / Sub-Contractors/ consultants and their employees will only be given access to the site by prior arrangement by the main contractor / owner builder and fall under the same procedures mentioned above.

5.2. No excessive parking of vehicles will be permitted on the roads and no parking on vegetation / landscaped areas, grassed sidewalks will be allowed. Vehicles are not to obstruct traffic nor damage vegetation. Damage to any vegetation or infrastructure will be dealt with in terms of the Fines Policy.

5.3. The maximum speed within the Estate is limited to 40km/h. Speed trapping will be undertaken from time to time to calm traffic and perpetrators will be fined in accordance with the Fines Policy. In the event of any Contractor and or his Sub-Contractors, consultants and or employees being fined, the fine shall be added to the levy account of the Owner and the Owner shall remain liable to the CLCEHOA for payment thereof.

1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 5.4.

2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 5.4.

Owner

Main Contractor

5.4. Labour must be employees of the Contractor / Sub-Contractor and only under limited circumstances will casual labour be allowed on site. This shall be at the sole discretion of the CLCEHOA and will at all times be subject to each of the labourers having been granted an access card from the Copperleaf Country Estate Homeowners Association Office.

5.5. People presenting false Identify Documents for registration or any other purposes will be handed over to the South African Police Services and the false documents will be confiscated.

5.6. No Contractor personnel will be allowed to roam the Estate by foot or remain in the Estate outside of "building time" hours. Contractors are NOT allowed to walk directly from the estate security gates to the building site and back OR in the event of multiple construction sites from Site to Site.

5.7. The Owner of the Stand guarantees and undertakes to ensure that the Contractor registers all the Contractor's personnel and labourers with the Estate security, which will include the completion of any documents, the giving of all registration and identification numbers as required by the CLCEHOA from time to time.

1. *I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 5.8*
2. *I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 5.8*

Owner

Main Contractor

5.8. Should the CLCEHOA have any concern with the conduct of the Contractor and/or Sub-Contractor and or its employees and or agents and consultants, the CLCEHOA may rectify as deemed necessary and/or reserve the right to suspend building activity until such undesirable conduct is rectified, which it may do at any time and without notice, and without recourse from the Owner and/or Contractor and/or Sub-Contractor. Each of the Owner and the Contractor indemnifies and hold the CLCEHOA harmless from any claim arising as a result of the enforcement of this rule.

1. *I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 5.9*
2. *I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 5.9*

Owner

Main Contractor

5.9. As improvements to the security and the access controls are on-going, these procedures will be reviewed from time to time and be implemented by the CLCEHOA without notice to the Owner.

5.10. The Estate Security personnel reserve the right to, at its sole discretion, subject vehicles and persons entering and / or exiting the Estate to a search.

5.11. All contractors/sub-contractors/day contractors and their employees have to be enrolled onto the access system before access into the estate will be permitted.

5.12. No contractors/sub-contractors/day contractors will be granted access into the estate without being enrolled.

5.13. Each contractor shall pay a R100.00 access registration fee (subject to change from time to time), per worker by EFT payment into his employers levy account or by credit/debit card payment at the Homeowner's Association Offices. A photo access card will then be issued.

Each sub-contractor must pay R100.00 per worker (subject to change from time to time), by EFT payment into the owners levy account or by a credit/debit card payment at the Homeowner's Association Offices, and will then be registered on the access system.

All registrations must take place at least 1 day prior to work commencing on the estate.

5.14. Any permanent contractor wishing to bring in casuals will need to pay the R100 fee (subject to change from time to time), to have the casuals loaded onto the access data base.

5.15. When an employee is dismissed or removed from the site, the security administrator needs to be informed in writing so that she can deactivate such employee from the database.

5.16. **Registration will take place at the Contractor's Registration Gate from 09h00-15h00 hours, Monday-Friday (subject to change from time to time).**

6. SUPERVISION & INSPECTIONS

6.1. CLCEHOA reserves the right to inspect all sites at any time and the right to access may not be denied to an official of the CLCEHOA or a representative such as security officials.

- 6.2. Inspections particularly prior to weekends and public holidays will be made to ensure that the sites are left in good and neat order and that all safety precautions have been taken if necessary.
- 6.3. Without precluding any additional inspections which may be conducted by the CLCEHOA, the following inspections may be done by the CLCEHOA:
 - 6.3.1. Setting out of house before foundations.
 - 6.3.2. Plinth level before ground floor slab to be casted.
 - 6.3.3. Ground floor ceiling height or before first floor slab is cast.
 - 6.3.4. First floor ceiling height before roof trusses is ordered.
 - 6.3.5. Roof trusses erected and verify that correct roof covering has been ordered
 - 6.3.6. Balustrades to verify if in accordance with guidelines and approved plan.
 - 6.3.7. Solar heating panels to verify if in accordance with guidelines and approved plan.
 - 6.3.8. To determine positioning of air –conditioning units.
 - 6.3.9. Boundary wall heights and positioning.
 - 6.3.10. Final inspection for issuing preliminary Final Completion Certificate required by City of Tshwane Occupation Certificate.
 - 6.3.11. Final inspection for issuing of a Final Completion Certificate required to refund Builders (sidewalk) Deposit and to stop all monthly building control and road maintenance fee charges.
- 6.4. The home Owner/Contractor is responsible to give the BCO at least 7(seven) days advance notice of a required inspection as set out above.

7. REFUSAL OF FUTURE CONSTRUCTION ACTIVITIES

- 7.1. CLCEHOA reserves the right to refuse any Contractor who repeatedly transgresses the rules as set out in this document access to the Estate.
- 7.2. After two written warnings a final warning will be issued after which the contractor will be not be allowed access to the Estate and the Owner will not have any claim against the CLCEHOA for damages that may be suffered by the Owner as a result of the Contractor being refused access to the Estate.

8. LEGAL STATUS AND LEGAL COSTS

- 8.1. The rules and regulations governing Building activities as set out in this document are binding on all Owners, their Contractors, and Sub-Contractors and direct Contractors. All Owners are obliged to ensure that their building Contractors, Sub-Contractors and direct Contractors are made aware of these rules and that they are strictly adhered to.
- 8.2. Owners are accordingly required to include these rules in their entirety in any Building improvement and architectural contract. A signed copy of the COCC with all annexures must be submitted to the CLCEHOA prior to any commencement of any construction activity. The CLCEHOA reserves the right to suspend any Building activity in contravention of any of the conditions and does not accept claims for any losses sustained by an Owner, Contractor, Sub-Contractor or direct Contractor as a result thereof. The Owner, by affixing his signature hereto, specifically indemnifies and or agrees to hold the CLCEHOA harmless against any claim instituted by any person against the CLCEHOA and or the Owner as a result of the Estate Rules and or the COCC and or any enforcement by the CLCEHOA of the Estate Rules and or the COCC.

1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 8.2.

2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 8.2.

Owner

Main Contractor

- 8.3. The Owner agrees to reimburse to the CLCEHOA all and or any costs and or disbursements on an attorney and own client scale incurred by the CLCEHOA in an endeavour by the CLCEHOA to enforce against the Contractor and or the Owner compliance of the Estate Rules and or the COCC.

1. *I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 8.3.*
2. *I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 8.3.*

Owner

Main Contractor

8.4. The Owner, by affixing his signatory hereto, agrees that a certificate signed by the auditor of the CLCEHOA confirming the costs and or disbursements expended by the CLCEHOA, will be sufficient proof of the amount so expended by the CLCEHOA for purposes of any summons and or judgment issued against the Owner by the CLCEHOA.

3. *I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 8.4.*
4. *I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 8.4.*

Owner

Main Contractor

9. ISSUING OF FINAL COMPLETION CERTIFICATE

- 9.1. An Owner shall not be entitled to take physical occupation of any nature, including storage of furniture, boxes, etc of the dwelling before a Final Completion Certificate has been issued by the CLCEHOA and an Occupation Certificate from the local authority is presented. The CLCEHOA will issue a Final Completion Certificate subject to:
 - 9.1.1. The CLCEHOA must be satisfied that the works on the property have been completed in accordance with the approved building plans.
 - 9.1.2. All items on **(Annexure D)** (Final Completion Inspection List) must be completed before a Final Inspection can be booked and a Final Completion Certificate can be issued. Penalties may be levied should more than one inspection be required.

1. *I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 9.*
2. *I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 9.*

Owner

Main Contractor

10. FINES PROTOCOL

- 10.1. The following punitive measures shall be imposed by the CLCEHOA following awareness of breach in the COCC, or any form of transgression, which is in conflict with the Builders Code of Conduct Rules and ethos of the Association.
- 10.2. The unacceptable matter shall be identified in writing to the Owner and where applicable, by way of a notice directly to the Contractor (Sub-contractor) of the Owner responsible for such contravention:

- 10.3. In certain incidences, the formal Notice shall act as a formal notice and warning, whilst in other circumstances, the application of a fine or penalty shall be automatic.
- 10.4. Note: Fines according to Annexure C of this document shall be levied by the CLCEHOA to the Owner's levy account or the Building Contractor, or his agents. It is the responsibility of the Owner to recover such penalized amounts from the Building Contractor should the owner be fined.

3. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 10.4.

4. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 10.4.

Owner

Main Contractor

11. ACKNOWLEDGEMENT AND WARRANTEE

1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this clause 11.

2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in clause 11.

Owner

Main Contractor

- 11.1. The Owner acknowledges that it is obliged in terms of the title deed of the Property to be a member of the CLCEHOA;
- 11.2. The Owner acknowledges and agrees that it is a condition of membership of the CLCEHOA that all members must abide by the rules and regulations pertaining to conduct on the Estate;
- 11.3. The Owner acknowledges that the codes of conduct, rules and terms and conditions as set out herein have been issued by the CLCEHOA and as such that the Owner is obliged to ensure that the codes of conduct, rules and terms and or conditions as contained herein are adhered to by the Owner and all persons invited onto the Estate by the Owner;
- 11.4. The Owner acknowledges that he has invited the Contractor and or any sub-contractor appointed by the Contractor onto the Estate.
- 11.5. 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 CLCEHOA or the Developer from time to time in the form of a written notification and to ensure compliance by any sub-contractors employed by the Contractor, and any suppliers to either contractors, sub-contractors or owners.
- 11.6. Furthermore the Owner herewith acknowledge that he has read and understand clause 2.1.2.2 of this document and agrees to pay Late Building Penalties if the house is not completed within **12 (twelve) months** (subject to change from time to time) from date of Site Handover/signature hereof.
- 11.7. The Signatory on behalf of an Owner and or Contractor who is a Trust, Company and or Close Corporation warrant by his signature that he/she has the necessary authority and or power of attorney to so legally bind the Trust, Company and or Close Corporation to the codes of conduct, rules and terms and conditions as contained herein.



Penalties Applicable from: _____

Signed by the registered Owner at _____ on _____ Day of _____ 20__

_____ who confirms that he/she has received a copy hereof.
Owner

Signed by the appointed Contractor at _____ on _____ Day of _____ 20__

_____ who confirms that he/she received a copy hereof.
Contractor

COPPERLEAF COUNTRY ESTATE

SITE HANDOVER CERTIFICATE (SHC)

This document does not grant permission for any Construction activities

STAND NUMBER	_____
OWNER NAME	_____
TEL NO	_____
FAX	_____
E-MAIL	_____
MAIN CONTRACTOR NAME	_____
TEL NO	_____
FAX	_____
E-MAIL	_____
ARCHITECT NAME	_____
TEL NO	_____
FAX	_____
E-MAIL	_____
ENGINEER NAME	_____
TEL NO	_____
FAX	_____
E-MAIL	_____

The Owner herewith acknowledges that it is his responsibility to ensure the following:

- All working plans including building, storm water management and landscaping (where applicable) must be approved by Copperleaf Country Estate HOA and the local authority;
- The corner beacons must be identified and be protected throughout the Construction period;
- All services must be clearly identified and protected;
- Application for water meters and electrical services must be submitted to the relevant authorities. Before occupation the Owner must apply for permanent electricity and cannot occupy the house on a "builder's electricity" connection.
- That the house is not occupied before the Final Completion Certificate has been issued by the CLCEHOA;
- The house must be completed within 12 months (subject to change from time to time), of signing the COCC, failure to comply with this may attract financial and other penalties.
- That he/she is aware that an amount of R1150.00 per month (subject to change from time to time), as a Building Control Fee will be billed to the Owner's levy account for the duration of construction. The fee will be applicable from the date of the Site handover. This fee will be stopped after the HOA Final Completion Certificate has been issued by BCO.
- That he/she is aware that an amount of R1150.00 per month (subject to change from time to time), for Road Maintenance Fee will be billed to the Owner's levy account for the duration of construction. The fee will be applicable from the date of the Site Handover.
- The full Building Control Fee and Road Maintenance Fee levy will be levied in December.
- Levies are to be kept up to date and account fully paid up to avoid any delay in the issuance of a HOA Final Completion Certificate.

Annexure A

I _____ the Owner of stand _____ hereby confirm and understand that this document does not grant me or my future or current appointed contractors permission to commence with construction work/activities but only site preparation for the purpose of obtaining a Building Commencement Certificate (BCC)

- 1. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this Annexure "A".***
- 2. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in Annexure "A".***

Owner

Main Contractor

OWNER'S SIGNATURE: _____ **DATE:** _____

BCO'S SIGNATURE: _____ **DATE:** _____

COPPERLEAF COUNTRY ESTATE

BUILDING COMMENCEMENT CERTIFICATE (BCC)

(Site Handover Meeting is held at the HOA Offices)

Information to be provided

The Owner shall give the Home Owners Association at least 2 days written notice of his / her intent to start building, and provide the following information, before any site activities can take place:

Documents (Attach copies)

- Levy account is paid up to date -----
- Proof of payment of R5, 000 Building Deposit (refundable & non-interest bearing) and R1,500 Builder's Board (non-refundable) -----
- Contractor's appointment letter signed by all parties -----
- Signed Code of Conduct (COC) -----
- Proof of valid Public Liability Insurance minimum R 2,000,000 (Two Million Rand) (per construction site)-----
- Proof of valid Contractor's All Risk Insurance -----
- Proof of enrolment of unit at NHBRC -----
- Proof of Contractors enrolment with NHBRC -----
- Copy of approved drawings by local authority and kept on site for the duration of the construction period -----
- Tshwane water meter installed (Prior to site handover) -----

Site Services

- Materials and Tools Storage Container -----
- Chemical Site toilet-----
- Homeowner's Association approved Waste Management Skip ordered -----

Site Status/Condition

- No Services (Sewer, Water, Electrical, Lamppost, Fire Hydrant) in driveways etc. -----
- Road and road kerb in good order-----
- Site Clean-----
- Boundary beacons identifiable and protected -----

Screening option

- Full site screening -----
- Site to be screened off completely unless there are existing neighbouring walls. Screening must be a minimum of 1.8m high, 80% shade, and dark green shade nets. Concreted steel corner posts with stays, steel y-standards at 3m intervals and four lines tensioned binding wire top middle and bottom to fasten netting against. All wires to be tensioned by a mechanical wire tensioner. Concreted gate posts with stays and screened access gates at road side.
- Pre manufactured screening panels may be used and are recommended -----

No work may commence until BCO signs off approval on site status and completed screening.

Procedures (Signatories' to initial next to each item below)

- Any sample or product not specified on the drawings as required will be presented prior to application -----
- All paint colours will be applied in an area with direct sunlight in blocks of 1x1 meter -----
- All intended deviations will be presented to the Design Review Committee prior to execution -----

3. *I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this Annexure "B".*
4. *I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in Annexure "B".*

Owner

Main Contractor

SIGNED

Owner

Date

Main Contractor

Date

Building Control Officer

Date of Site Handover

COPPERLEAF GOLF AND COUNTRY ESTATE

FINE STRUCTURE

As set out in **Clause 10** of the Contractors and Owners Code of Conduct the following fines will be levied against the owner levy account from the date of transgression.

Fines are imposed at the discrimination of the CLCEHOA. Penalties include but are not limited to the following:

R10, 000 per week

- Commencing building activities prior to official plan approval either by the design review committee or by the Local Authority and prior to official site hand over. Thereafter R5, 000 per week for continuance of building activities.
- Deviation from approved plans without prior consultation with building control officer and revised plans approved by the design review committee
- Not rectifying of any illegal deviation from approved plans.

R10, 000 per week

- For damages of any description of Estate property plus repair/restoration costs.

R5, 000 per week

- Per week where a water borne or chemical toilet is not installed on a Building Site and screened off.
- Per week where an approved water connection has not been installed by the Local Authority and all illegal connections will be reported to the Local Authority.
- Per week where the Builders Code of Conduct was not signed by the Contractor and/or Owner.
- For burning of any rubble on site or any open fires.
- Per individual offence where the Building Contractor, Sub-Contractor or Suppliers refuse to comply with the access control protocols.
- Failure to keep site clean and have papers and rubbish removed by Fridays. All rubble and waste to be deposited into the skip.
- Unauthorised use of water from another site.
- Per week for storage of building materials and/or building rubble on adjacent stands without written permission from the effected owner.
- Per incident for private watchmen on site overnight without prior arrangement and approval.
- Per week for accumulation of hard-core filling not neatly piled.
- Per week for not having an approved skip on site.
- Per week for screening that does meet the minimum guidelines.

R1, 000 per week

- Per week where the Builders Board provided by the Copperleaf HOA is not displayed.
- First reported incident where work continues after approved hours of construction and R1, 000 for every subsequent incident.
- Per staff member for leaving site after building times.
- For any delivery to a construction site outside the scheduled delivery hours without prior arrangement.
- Unauthorized, unlicensed and un-roadworthy vehicle.
- Per staff member of the Building Contractor caught walking or driving across the open space areas of the Estate with automatic ejection from the estate and total banning should there be more than three reported incidents during the construction period.
- Per vehicle of the Building Contractor or sub-contractor parking on any common Estate areas with automatic ejection from the Estate and total banning should there be more than two reported incidents during the construction period. Parking only permitted on site.
- For failure to have proper facilities for papers and rubbish on site.
- Per incident where the Building Control Officer is of the opinion that the site is unkempt and that building rubble is blowing onto the golf course, adjacent erven and public open spaces
- For failure to clean road in front of stand after every end of the working day.

R500 per week

- Per staff member of the Building Contractor caught roaming the Estate with automatic ejection from the Estate and total banning should there be more than three reported incidents during the construction period.
- Per staff member of the Building Contractor caught deviating from roads and accessing the Construction site across any vacant stands or green areas on the Estate with automatic ejection from the Estate and

total banning should there be more than three reported incidents during the construction period. Parking only permitted on site.

- Per staff member of the Building Contractor caught urinating in any area other than the toilet on the building site with automatic ejection from the Estate and total banning should there be more than one reported incidents during the construction period.
- Per staff member of the Building Contractor washing and undressing in public view and not in designated facility on the building site with automatic ejection from the Estate and total banning should there be more than one reported incidents during the construction period.

5. I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this Annexure "C".

6. I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in Annexure "C".

Owner

Main Contractor

COPPERLEAF COUNTRY ESTATE FINAL COMPLETION INSPECTION LIST

STAND NO: _____ DATE: _____ INSPECTED BY: _____

1. **GENERAL**
 - 1.1. All building rubble on / around the stand removed -----
 - 1.2. All exterior patching, painting, tiling and paving completed-----
 - 1.3. Contractor's Builder Board removed-----
 - 1.4. All surplus soil stockpiles removed-----
2. **HOUSE**
 - 2.1. All electrical light fittings on the inside & outside of the house installed -----
 - 2.2. Ceilings & skirting's complete -----
 - 2.3. *Air-conditioning and heat pump equipment at ground floor level screened off architecturally to the specifications of the Architectural Guidelines and satisfaction of the Design Review Committee* -----
 - 2.4. Balconies screened (west & south) -----
 - 2.5. Driveways & entrance to site finished -----
 - 2.6. Duct access panels completely fitted and material according to guidelines -----
 - 2.7. All sanitary fittings installed for final drain inspection -----
 - 2.8. Finishes & colours as per samples-----
 - 2.9. Gas cylinder enclosure completed to match house style & finish -----
 - 2.10. Gates and balustrades must be installed-----
 - 2.11. If no gates are installed, pool must have safety net -----
 - 2.12. Generators in enclosure -----
 - 2.13. Overlooking of neighbour properties-----
 - 2.14. *Roof eaves with no gutters have paving below to council requirements i.e. 1m wide next to building* --
3. **SERVICES**
 - 3.1. Windows sandblasted as required -----
 - 3.2. Satellite dishes not on chimney and below roof eave -----
 - 3.3. Solar panels according to spec / no visible vessel/cylinder& correct panels -----
 - 3.4. No visible air conditioning units -----
 - 3.5. Position of services intact:
 - 3.5.1. Sewer-----
 - 3.5.2. Water -----
 - 3.5.3. Electrical -----
 - 3.5.4. Lamppost -----
 - 3.5.5. F/Hydrant-----
 - 3.6. Street number installed -----
 - 3.7. Washing lines installed, not visible from neighbours & street -----
 - 3.8. Sewer pipe ducts min 330 wide -----
 - 3.9. Sewer ducts covered in correct material-----
4. **GARDENS**
 - 4.1. Garden landscaped / lawn installed on property-----
 - 4.2. Sidewalk landscaped and with instant lawn -----
 - 4.3. Storm water attenuation considered -----
 - 4.4. No landscaping in prescribed zone if property borders on golf course -----
5. **BOUNDARY WALLS**
 - 5.1. Boundary walls contains drainage holes to allow free flow of storm water between stands-----
 - 5.2. Corbels on wall / height of wall-----
 - 5.3. Gate/s installed and according to the design submitted -----
 - 5.4. Boundary walls as per guideline specification
 - 5.4.1. Neighbour walls-----
 - 5.4.2. Street walls-----
 - 5.4.3. Open space walls -----
 - 5.4.4. Golf course walls -----
6. **POOL / WATER FEATURE**
 - 6.1. If pool is shown on approved plan but not built, the owner must cancel it on the plan, sign with date---
 - 6.2. Water feature not on sidewalk / safety measures considered if not enclosed -----
7. **DEVIATIONS**
 - 7.1. All deviations submitted and approved-----
8. **GENERAL COMMENTS/NOTES**
 - 8.1. All levy accounts are paid up to date before Final Inspection is done -----
 - 8.2. All outstanding items not completed at the time of Final Inspection remain the responsibility of the owner/contractor to advise the Building Control Office once all items have been resolved.

7. *I acknowledge that my attention was specifically drawn to the fact, nature, effect and/or possible risk to me of this Annexure "D".*
8. *I have been given an adequate opportunity in the circumstances to receive and comprehend the notice of the fact, nature, effect and/or possible risk to me of the provisions set out in Annexure "D".*

Owner

Main Contractor