



ABRAMS CREST

BUILDING PROTOCOL

OWNER:

CONTRACTOR:

ERF NO.:

DATE:

NHBRC REG. NO.:

Agreement entered into by and between:

ABRAMS CREST HOMEOWNERS ASSOCIATION

Registration number: 2007/019972/08

(herein referred to as “ACHOA”)

and

(herein referred to as “the Owner”)

The parties hereby acknowledge that Abrams Crest estate has unique qualities, as an up-market, residential estate, and that, in order to maintain the aesthetics, standards, general appearance and security arrangements on the estate, the parties will sign this accreditation agreement, thus ensuring adherence relevant to the rules and regulations as determined by the ACHOA from time to time, as reflected in the estate architectural standards, the MOI and the conduct rules.

BUILDING PROCEDURE

1. ENVIRONMENTAL

- 1.1. Prior to the drawing of plans, the owner must arrange a meeting with their architect, themselves, and the estate environmental control officer (ECO), on site, to determine the optimal area to place the footprint of the house, so that the position will have the least environmental impact.
- 1.2. Any clearing of undergrowth that is required before this inspection can be undertaken, may only be carried out by an estate approved contractor.
- 1.3. In consultation with the ECO, the owner will be required to submit an application to the management committee regarding any trees/bushes that they wish to remove or trim in order to accommodate the building.
- 1.4. Only the management committee may grant approval for the removal or trimming of trees/bushes. The ECO may only provide recommendations.
- 1.5. Application will need to be made, by the Owner, to the relevant government department for the removal of any indigenous or protected trees that the ACHOA management committee has granted permission to be removed.
- 1.6. Trees that may not be removed or trimmed will be identified by the ECO and marked with appropriate signage to indicate such.
- 1.7. The removal of the trees/bushes that have been identified by management (6 above) will attract a significant penalty, as reflected in annexure A. The use of chainsaws by contractors and Owners is prohibited unless written permission is obtained from the estate manager.
- 1.8. Except for the inclusion of an architect, the above will apply to landowners who wish to clear their stands for resale.
- 1.9. Once agreement has been reached with the management committee regarding the removal/trimming of trees/bushes, the Owner may commence with the process of having plans drawn. The property will be subject to monthly inspections during the building process by the ECO to ensure compliance.

2. PLANS

- 2.1. Once completed by the Owner's architect, plans need to be submitted to the estate manager who will, in turn, forward them to the estate architectural consultant (EAC) for perusal.
- 2.2. The EAC will examine the plans against a predetermined checklist and will liaise with the Owners architect if there are discrepancies.
- 2.3. Once the EAC is satisfied with the plans, they will be returned to the estate manager with a ratified copy of the checklist.
- 2.4. The estate manager will arrange for the plans to be signed and stamped.
- 2.5. The plans may then be submitted to the local municipality.
- 2.6. No building activity may take place until approved plans have been received from the municipality. This will include landscaping.

3. BUILDING CONTRACTORS

- 3.1. The following criteria need to be satisfied before a building contractor may be appointed:
 - 3.1.1. The contractor must be registered with the NHBRC, as well as the Master Builders Association (a copy of the registration certificates must be provided)
 - 3.1.2. The contractor must have a proven track record in construction (CV of contractor to be provided).
 - 3.1.3. The contractor must provide a minimum of 3 letters of reference.
 - 3.1.4. All sites must conform to Occupational Health and Safety Act. All contractors to provide proof of Workmen's Compensation Membership prior to commencement.

Owner/builders will be permitted if the above criteria are met.

4. BUILDING REQUIREMENTS

- 4.1. It is an estate requirement that before any building operation has begun, a beacon certificate, issued by a qualified land surveyor, be obtained, as well as a geotech report. The building project will need to be registered with the NHBRC.
- 4.2. The Owner is to give management a minimum of 7 days' notice of their intention to start building. The date given will serve as the starting date for the commencement of building. The Owner will have a period of one year from this date to complete the building project.
- 4.3. The Owner will be required to provide financial guarantees, proving that he/she has sufficient funding to complete the project.
- 4.4. The location of the footprint and actual house position, as well as the driveway and property boundary must be clearly marked out before the commencement of building operations. The location of the driveway, as indicated on the site plan, must be clearly marked and will be the only access onto the site.
- 4.5. From the starting date, the site must be fenced off (bonnox fencing-1.8 to 2m) and shade cloth (preferably green shade cloth – 80%) with a lockable gate. The site must be kept closed and gate locked after hours.
- 4.6. The contractor shall provide a suitable and properly operational chemical toilet on the site, and ensure that the toilet is maintained at all times, in a neat and hygienic condition. The toilet is to be established and be fully operational prior to the commencement of the construction.
- 4.7. The contractor shall ensure that a copy of the drawings and plans, approved by the local municipality and the ACHOA, is on site and available for inspection by the ACHOA management during normal working hours.
- 4.8. Regular inspections will be carried out during the building operations, to ensure that the building is being constructed strictly according to the plans, and to ensure that the Owner has adhered to the agreement regarding the removal of trees or bushes.
- 4.9. Building activity is only allowed during the following hours:
 - 4.9.1. Normal weekdays: 07h00 – 17H00
 - 4.9.2. No building activity is permitted on Sundays, or public holidays.

- 4.9.3. Building activity on a Saturday should be avoided, but will be allowed subject to the following conditions:
- 4.9.3.1. No heavy machinery or heavy trucks
 - 4.9.3.2. No deliveries
 - 4.9.3.3. No power tools or loud hammering
 - 4.9.3.4. No noise
 - 4.9.3.5. Constant supervision
 - 4.9.3.6. No work on roofs or elevated sections of the building where contractors can look into neighbouring properties (eg. external painting on scaffolding).
- 4.10. Special applications for building activity during restricted times, should be lodged with the estate manager, with the approval of all adjacent neighbours, 3 days prior to the required activity.
- 4.11. Contractors to ensure that delivery of material from any supplier only ever takes place during the hours allocated for building activity, as set out above.
- 4.12. Contractors to ensure that the site is neat and free of any litter or other unsightly waste at all times. Building rubble is to be kept within the confines of the building site, and is to be removed at least every 2 weeks. Building material is not to be stored outside the confines of the site, unless permission has been obtained, in writing, from the estate manager.
- 4.13. Maximum weight allowed on the roads within the estate is four tons per axle. Concrete trucks are allowed a maximum of 4 cubes. Vehicles are not permitted to engage diff lock on the estate roads. Double diff vehicles are not permitted. Irrespective of the allowable weight, any damage caused to the estate roads, verges, or infrastructure by a homeowner, or homeowners contractor, will be repaired by a contractor, appointed by the estate. The cost thereof will be debited to the homeowners levy account.
- 4.14. The Owner is responsible at all times, for the discipline and control of any contractor, labourer or sub-contractor labour on the works, and specifically shall be responsible for any damage caused to any part of the estate by itself or any

supplier of materials or any other person instructed by the contractor and sub-contractor in respect of the works, it being recorded that it is the contractor's responsibility to ensure that any such supplier, sub-contractor or labourer appreciates and understands both the provisions of this accreditation agreement and any further requirements of the ACHOA from time to time. The Owner will be liable for payment of fines levied on his contractors, sub-contractors under the auspices of this document.

- 4.15. The contractors/sub-contractors/suppliers must comply with the security regulations as amended from time to time. These rules include the policy in which staff must be transported to and from site, and may not walk on the estate or loiter outside the confines of the building site. Changing and/or washing in full/partial public view is not permitted.
- 4.16. The contractor is to ensure that the necessary precautions are taken to prevent pollution, contamination or noise nuisance to adjoining areas, at all times.
- 4.17. A damage deposit of R5000,00 (Five Thousand Rand) will be paid, by the Owner, on signature of the protocol and refunded after the project has been completed. Any damage caused to the estate infrastructure will be added to the homeowners levy account and paid for using this deposit. Damage will be repaired by the contractors who have been appointed by the ACHOA, and not by individual homeowners or their contractors.
- 4.18. The parties acknowledge that the ACHOA is entitled to enforce compliance with the architectural guidelines and any other instructions & regulations in respect of the construction of any works on the estate from time to time. The contractor shall, at all times, work from a plan or a revision thereof which has been approved by the ACHOA and submitted to the building inspector of the local authority.
- 4.19. The speed limit within the estate is 25kph. A fine, as reflected in Annexure "A" per offence will be imposed on the Owner whose contractor/sub-contractor is involved, by the estate manager and added to the levy account. Municipal road rules must be adhered to at all times. All unmarked intersections are to be treated as yields.
- 4.20. On completion of the building project, the Owner is required to request a completion inspection.
- 4.21. A water meter is required to be installed, by a qualified plumber, before building may commence. This will be at the expense of the Owner. The water meter may be

free standing until such time as the perimeter wall is completed. Thereafter, it must be affixed to the perimeter wall, above ground, in a position that is easily accessible for the meter to be read.

5. BREACH

- 5.1. In the event of any Contractor, Service Provider, Sub-Contractor, or any of their employees, being in breach of any Obligations, Rules, or Protocols as set out by the Abrams Crest Home Owners Association, ACHOA shall be entitled to one or more of the following remedies:
 - 5.1.1. Give written notification to the Owner for the Contractor, Service Provider, Sub-Contractor, or individual employee, to remedy the breach within 24 hours. This may be in the form of an email or electronic message.
 - 5.1.2. Close the Contractor's access to the site until the breaches have been remedied. Any contractual delay claims will be at the Contractor's expense.
 - 5.1.3. Insist on rectification of the breach at the cost to the Owner
 - 5.1.4. Issue a written warning.
 - 5.1.5. Imposition of a fine, as indicated in the Guideline of Fines, Annexure "A", in accordance with rule 12 of the estate conduct rules, as decided by the Abrams Crest Home Owners Association.
 - 5.1.6. Banning the Contractor, Service Provider, Sub-Contractor, or employee from the Estate for a certain period of time.
 - 5.1.7. Permanent banning from the Estate.

SIGNED by ACHOA atthis day of20....

AS WITNESSES:

1. _____

ACHOA

2. _____

SIGNED by the Owner atthis day of20....

AS WITNESSES:

1. _____

The Owner

2. _____

By my signature hereto, I hereby agree to the terms and conditions of the Abrams Crest Building Protocol, and agree to provide all required details and certificates to the Estate Manager.

NAME OF OWNER: _____

CONTACT NUMBER OWNER: _____

ERF NUMBER: _____

HAND OVER CHECKLIST/COMMENTS

DETAILS	YES	NO	DATE/COMMENT
1. Proof of transfer of property – copy attached			
2. Copy of approved plans received (ACHOA and municipality)			
3. Signed building protocol received			
4. Damage deposit paid.			
5. Boundary pegs located and flagged. Beacon certificate received.			
6. Contractors NHBRC Membership certificate - copy			
7. NHBRC property registration – copy			
8. CV of builder and 3 letters of reference obtained			
9. Screening of site as per protocol			
10. Water meter installed by qualified plumber			
11. Environmental clearance obtained if applicable			
12. Verge condition noted <ul style="list-style-type: none">○ Broken manholes in verge○ Broken culvert in verge○ Broken road kerbs○ Services in verge and positions			

located			
13. Access to site during construction as per plan			
14. Storm water connection located & flagged. Storm water control and management during construction - details submitted			
15. Site toilets/change area, position and screened			
16. Refuse control frequency and method/storage/location			
17. Storage location of building materials on site			
18. Construction start date recorded and agreed.			
19. Photograph of verge & site conditions prior to site hand over - attached			
20. Proof of registration of labourers with workmans compensation.			

Annexure “A”

GUIDELINE OF FINES.

Fines are expressed as a percentage of the current monthly levies applicable at the time of the offence. The fine amount will be rounded to the nearest R50.

OFFENCE	PENALTY
Failure to comply with Site camp requirements.	100%
Stacking of storage and office containers on site without consent	50%
Failure to complete project within 12 months	Double levy for the first 2 months, quadruple levy for the next 2 months, thereafter 8 times the levy until the project is completed.
Working outside normal working hours without written consent	100%
No site supervision during working hours	100%
Failure to call for completion inspection on completion	100%
Parking on verge/adjacent property without consent	50%
Failure to clean or carry out remedial work on site immediately	100%
Storage of material in unsafe manner (including hazardous or explosive)	300%
Storage of materials outside the site without consent	100%
Urinating or washing in public view on any building site	100%
Failure to provide any, or adequate portable site toilets	300%
Hanging of clothing etc on trees and fencing	50%
Encroachment of any structure over building lines without written consent	500% plus removal
Tampering with neighbouring or any Estate services	100%
Commencement of any work prior to an official Site handover	1000%

Commencement of any work without ACHOA and Local Authority approval of plans	1000%
Deviation from ACHOA and Local Authority approved plans without written consents	1000%
Failure to comply with written/verbal instructions from management	100%
Improper handling of hazardous substances(paint, concrete, etc)	100%
Inadequate Storm water controls leading to erosion	200%
Leaking/mismanaged ablution facilities and taps	50%
Improper waste management on site	50%
Removal/ damage of any vegetation / driving over common/private land	1000%
Pollution (mismanagement of)	500%
Interfering/killing of Wildlife	200%
Failure to rehabilitate verges to environmental consultants specifications on completion of works	200% plus rehabilitation
Burning/creating fires-without permission,	100%
Failure to use toilets or designated wash areas	50%
Removing of trees/bushes against the instruction of management	2000%
Spillage on roads (Cleaning costs to be added)	100%
Urinating/washing in view of public on Estate property	50%
Unauthorised after hours work (caught working before or after designated hours)	50%
Allowing staff to walk or loiter on the estate	50%
Littering on Estate property	30%
Damage to Estate property (repair costs to be added)	100%
Suspected of being in possession of stolen property	Suspended
Speeding/ Dangerous/negligent driving	50%
Overloaded vehicles.	100%
Parking causing obstruction	30%
Driving a motor vehicle without a valid licence	30%
Tailgating - failure to stop vehicle at gate	100%

NOTE:

1. No fines will be issued to contractors. The Owner will be notified of the transgression of the contractor and the fine will be added to the levy account of the Owner. The onus will be on the Owner to have informed the contractor of the terms of the building protocol. The Owner may recover the amount of the fine from the contractor if it is so wished.
2. Owners will be granted the opportunity for representation with management if they wish to refute the fine.
3. Where any costs are incurred to effect repairs due to the above offences, the Owner will be charged for such repairs and the amount added to the levy account.

4. ACHOA reserves the right to revise the guideline of fines from time to time without notice.
5. The above list is not exhaustive, and any breaches of any Protocols not listed will be dealt with in accordance with decisions made by the ACHOA.