

**MARINA VILLAGE  
HOME OWNERS ASSOCIATION**

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

**APRIL 2019**

# MARINA VILLAGE HOME OWNERS ASSOCIATION

## REGULATIONS AND CODE OF CONDUCT GOVERNING BUILDING CONTRACTOR ACTIVITY

**THIS DOCUMENT MUST FORM PART OF ANY BUILDING CONTRACT, WHETHER A NEW OR BUILDING ALTERATION TO AN EXISTING PROPERTY WHERE FOUNDATIONS ARE REQUIRED, AND MUST BE SIGNED BY THE OWNER AND MAIN CONTRACTOR AND A COPY THEREOF MUST BE LODGED WITH THE HOA AND THE MANAGING AGENT BEFORE ANY BUILDING ACTIVITY MAY COMMENCE.**

**BEFORE ANY BUILDING ACTIVITY OR PLOT CLEARING MAY COMMENCE AND ANY MATERIALS ARE DELIVERED TO THE BUILDING SITE THE ATTACHED MARINA VILLAGE HOME OWNERS ASSOCIATION BUILDING CHECK LIST IS TO BE COMPLETED AND SIGNED BY THE OWNER AND THE CONTRACTOR AND EMAILED OR FAXED TO THE MANAGING AGENTS;**

### SUMMARY

- |           |   |
|-----------|---|
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| Clause 14 | Rubble must be removed regularly.   |
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| Clause 22 | No deviations are permitted without the prior approval of the HOA.  |
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| Clause 25 | The HOA may suspend building activity.  |
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| Clause 28 | Owners and contractors undertake to comply with these regulations.  |

## **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 - AESTHETIC APPEARANCE OF HOME**

The Home Owners Association will only sign off plans for new dwellings, additions to existing homes or existing homes that are to be renovated which are based on Kouga Municipality (St Francis Bay Unit), Building Guidelines and are aesthetically acceptable for Marina Village Home Owners Association. The Marina Village Home Owners Association has the right to request that any plans that are not aesthetically acceptable for Marina Village will need to be changed before they are accepted, stamped and signed off by the Home Owners Association Directors.

The Home Owners Associating Directors will take photographs of the plans once they have been accepted, stamped and signed off by the Home Owners Association. The owners may only submit the accepted, stamped and signed off plans to Kouga Municipality Town Planning Division for final approval once this entire process has been completed.

The boundary walls surrounding the erf shall not exceed 1.8 meters at any point. The road facing boundary wall can be either a white cement plastered wall with white cement pillars every 3 meters or white cement plastered pillars every 3 meters with wooden slats between the pillars.

Once the building project is completed the owners are to lay instant / roll on lawn on the erf's entire pavement area at the same level as the roads side curbing.

#### Clause 2 - COMMENCEMENT DATE

The Home Owners Association / Managing Agent must be informed in writing by email of the proposed building commencement date once the building plans have been approved by the Kouga Municipality.

Once the building plans have been approved by the HOA, the Building Plans Authorisation Director that signs off the plans will take photographs of the building plans, the condition of the erf's entire pavement area, the condition of the erfs adjacent plots, the paved road area directly opposite the building project as well as the paved road area opposite both the adjacent plots of the building project.

Gateway Property Management can be contacted should the owner wish to view the photographs prior to the commencement of the building project.

NO WORK may commence which includes the erection of shade netting, construction of temporary walling or plot clearing prior to the Home Owners Association / Managing Agent being informed in writing of the commencement date of the building project and the Managing Agent / HOA having received the completed and signed Marina Village Building Guidelines, the Marina Village Check List as well as the Photographs as per Clause 3 – Deposit below

#### Clause 3 - DEPOSIT

The Owners shall deposit of R15 000.00 (Fifteen Thousand Rand) into the HOA bank account upon the building plans being approved by Kouga Municipality but by no later than 1 month prior to the accepted commencement date of the building project. R5,000 of the R15,000 deposit is not refundable to compensate for general paving / road wear and tear due to heavy duty truck usage within Marina Village during the building project.

The HOA will not be obliged to invest this in an interest-bearing account or any other bank and any interest earned is for the benefit of the HOA. The HOA may request that this amount is increased during construction should any part of the original amount be used to rectify any damages.

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.

Once the building plans have been approved by the HOA, the HOA directors will take photographs of the building plans, the condition of the erf's entire pavement area, the condition of the erfs adjacent plots, the paved road area directly opposite the building project as well as the paved road area opposite both the adjacent plots of the building project.

Prior to the plans being approved by the HOA, the owners are to take photographs showing the condition of the erf's entire pavement area, the condition of the erfs adjacent plots, the paved road area directly opposite the building project as well as the paved road area opposite both the adjacent plots of the building project.

The owners are to electronically submit the photographs with the signed MV Building Guidelines and Building Check List to Gateway Property Management by no later than 1 month prior to the commencement date of the building project.

Failure to comply with any of these guidelines will result in R5 000.00 being deducted building deposit. 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 the Development and Building Guidelines.

Gateway Property Management will only refund the remaining deposit to the owners after the project is entirely completed and a satisfactory site, paved road area and surrounding green belt inspection has been signed off by the resident HOA Directors and Gateway Property Management has received a copy of the Certificate of Occupancy issued by Kouga Municipality.

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 4 - WORKING HOURS

Builders and Contractors are only permitted on the Estate between 07h30 and 17h00 from Mondays to Fridays. No contractor activity is permitted on the Estate on Saturdays, Sundays and Public Holidays and during the standard recognized December / January Builders Holidays m

#### Clause 5 - 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.

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 6 - 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 standard building specifications 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 7 - 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.

The environmental officers for the Home Owners Association, Carol Logie and Tanja Allen need to approve the clearing of the plot and any possible Milkwood or Candlewood clusters that may need to be removed or transplanted on the commencement date. The removal of Milkwood and Candlewood tree clusters without their written approval will be reported to the relevant authorities, and a R5000.00 (Five Thousand Rand) fine will be deducted from the owners building deposit and transferred to the Home Owners Association Investment Account which supports the well-being of the Marina Village green belt.

Disrespect for the surrounding green belt and builder's rubble or any rubbish disposed of onto the surrounding greenbelt or adjacent erven will not be tolerated. Failing which, the building deposit will be at risk.

The building site must be correctly enclosed with shade netting and a temporary gate as per the Kouga Municipality Builders Guidelines must be erected.

#### Clause 8 - 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 9 - STORAGE FACILITIES

If a store is placed on site it must be acceptable, adequate, secured and placed within the site boundaries.

No excess builder's equipment or building supplies may be stored on the building site whilst the builder is working on another external or Marina Village HOA building project. The pavement and surrounding erven are not to be used for the storage or parking of a trailer. Failure to adhere, will result in the building deposit being at risk.

#### Clause 10 - 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 11 - 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 12 - 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 13 - DISPOSAL OF RUBBISH

Before building operations commence a covered SKIP container which should remain covered must be placed on the building site at all times for builder's rubble. The SKIP container must be securely covered when the site is vacated and must be emptied, and the contents thereof removed from the Estate at appropriate intervals

A Kouga Municipality wheelie bin is also to be placed on site for any employee's litter. The wheelie bin is to be placed on the pavement only for the day that Kouga Municipality collect refuse and then placed back onto the building site for the remainder of the week until refuse is collected again.

The pavement and surrounding areas must be kept free of any builders supplies and rubble. Failure to adhere will result in the building deposit being at risk. Burning of rubbish is not permitted under any circumstances.

#### Clause 14 - DISPOSAL OF RUBBLE

Weekly general project clean ups including the covering of loose sand to be done before close of business on Friday afternoons.

#### Clause 15 - 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 16 - DELIVERIES

Deliveries can only take place between Monday to Friday during the permitted working hours.

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 and contractors.

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 17 - SPEED LIMITS

All persons entering the Estate are to abide by the maximum speed limit of 20 kph within the Estate.

#### Clause 18 - 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 19 - 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 20 - 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.

The owner will be liable for the cost to repair any damage caused by driving over or parking on the pavement area adjacent to the building project.

Clause 21 - 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 22 - 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 23 - 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 24 - LEGISLATED REQUIREMENTS

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

Clause 25 - 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.

Builders and Contractors employees jumping over the Marina Village boundary walls and walking unsupervised around the Marina Village will not be tolerated.

Clause 26 – BUILDING COMPLETION

The 12-month building time limit will be applied once the Home Owners Association / Managing Agent has been informed of the commencement date of the building project.

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 until the building project is completed and signed off by the HOA.

Clause 27 – PAVING CONTRACTORS

Only paving service providers authorised by the Marina Village HOA will be permitted to pick up and relay any paving on the Marina Village road infrastructure

Clause 28 - 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.



**ERF No** .....

**CONTRACTOR'S DETAILS**

NAME .....

CONTACT PERSON .....

TELEPHONE No .....

FAX No .....

CELL No .....

I/We hereby confirm by signing this form that I/we have read, understand and fully accept the building guidelines.

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 6 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

I/We hereby confirm by signing this form that I/we have read, understand and fully accept the building  
guidelines.

SIGNED AT..... ON THIS..... DAY OF .....20....

.....  
**GRANTOR**

SIGNED AT..... ON THIS..... DAY OF .....20....

.....  
**GRANTEE**