

**FERNWOOD PRIVATE ESTATE HOA  
BUILDING CONTRACTOR'S CODE OF CONDUCT**

**BUILDING CONTRACTOR'S NAME**

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**OWNER / EMPLOYER'S NAME**

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**STAND NUMBER**

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## **PREAMBLE**

The purpose of this set of rules is to ensure a harmonious integration of residential living and building activities within Fernwood Private Estate with minimal impact upon the environment, residents, and others. Fernwood Private Estate has unique qualities as an up-market, secured residential estate and in order to maintain aesthetics, standards, general appearance and security arrangements it is necessary that owners, builders, contractors, and their subcontractors adhere to rules and regulations as determined by the Fernwood Private Estate Home Owners' Association ("HOA") from time to time.

Strict adherence to all aspects of the rules is required and expected at all times and in all respects, and penalties as specified in this document may be imposed by the HOA in the event of non-compliance.

The contractor acknowledges that he is working in an environmentally sensitive development and agrees to conform to all environmental controls specified by the HOA from time to time.

## 1. **CODE OF CONDUCT AGREEMENT**

The building contractor is a builder/contractor (“the contractor”) appointed by the owner (“the employer”) of an erf in Fernwood Private Estate for the purpose of constructing a dwelling house and outbuildings (“the works”) on the employer’s erf.

## 2. **QUALIFICATION OF CONTRACTORS**

2.1 Only contractors with adequate experience and who can satisfy the HOA (in its sole and absolute discretion) of such prior experience will be allowed to build within Fernwood Private Estate.

2.2 An owner builder who qualifies under 2.1 will be allowed to construct his own home.

## 3. **PRECONDITIONS**

The following pre-conditions shall be complied with before any building activities may commence:-

3.1 A site meeting between the contractor and representatives of the HOA must take place at least 5 days prior to commencement of building.

3.2 Prior to the commencement of building the contractor must set out the foundations for inspection and approval by the HOA before casting concrete.

### 3.3 **BUILDERS DEPOSIT**

To cover possible expenses due to non-compliance with these and other estate rules, each owner/builder contractor will be required to pay a deposit of R30,000 per building site to the HOA before any building operations are allowed to commence. The HOA may in its sole and absolute discretion deduct amounts from this deposit to recover expenses incurred in respect of non-compliance with these or other rules. Should any deduction be made the owner builder/contractor will be obliged to restore the amount to R30,000.00 (Thirty Thousand Rand). Any amount remaining after completion will be refunded. The HOA reserves the right to adjust these fees as and when necessary.

### 3.4 **FEES AND CHARGES**

Deposit (Damage to Estate Property

R 30 000

Building Management Fee R 2 500

\*Contribution to road maintenance fund and building administration - Monthly R 1 500

\* will be billed on monthly levy account.

3.5 The contractor must display an approved builders board on the stand at a site directed by the HOA for the duration of the construction period. – default will be a R5 000 penalty.

3.6 Builders boards must be removed no later than one month after the construction has been completed. – default will be a R5 000 penalty.

#### 4. RESPONSIBILITY

4.1 Contractors are at all times responsible for their sub-contractors and employees, guests, invitees and agents while at Fernwood Private Estate.

4.2 The contractor is responsible for its sub-contractors as well as any person making deliveries to site. Any damages caused by his own employees, sub contractors employed by him or delivery vehicles delivering materials to his site will make him liable for any damages that may occur within Fernwood Private Estate. Any damage to the property including, but not limited to damage to kerbs, roads, street lights, distribution boxes, plants, irrigation and/or damage to private property on Fernwood Private Estate caused by the contractor, its subcontractors, agents, employees, guests or invitees is the responsibility of the contractor. In addition the contractor will be responsible for any damage caused to common areas in the immediate surrounds of his erf to an extent to be determined by the HOA in its sole and absolute discretion.

#### 5. WATER AND ELECTRICITY METERS

5.1 A water meter, exclusively of a type and specification as directed by the HOA from time to time shall be installed by the owner at its cost in a meter box (or meter boxes) as specified by the HOA from time to time. ***Proof of payment of the deposit and connection fee must be handed to the Managing Agent prior to starting with any building procedures.***

5.2 The meter box shall be built into the wall on the erf boundary at a position approved by the HOA and which shall not be less than 200mm above ground level, not higher than 1200mm above ground

level and 1m from the vehicular entrance to the property, easily accessible to meter readers.

- 5.3 The meter must be installed in the boundary wall in the manner provided for in paragraph 5.2 above.
- 5.4 The meter box shall always be built into the wall in such a manner as to ensure that they are flush with the surface of the wall, and shall be painted the same colour as the wall into which they are built.
- 5.5 On the plans submitted the HOA must clearly indicate the position of the meter box, placed in compliance with these directions.

## **6. BUILDING ACTIVITIES**

- 6.1 Limits of building activity:

All activities relating to the construction must be confined within the boundaries of the erf upon which construction is taking place. This relates to location of staff, siting of material, storage bins etc. If any material needs to be stored outside the erf boundaries, written permission must first be obtained from the HOA. Approval or refusal of such requested permission shall be solely in the discretion of the HOA.

- 6.2 Site presentation:

The contractor will be expected to keep the appearance of his building site neat and tidy and free of litter at all times. Excess soil and plant material that results from levelling the erf must be removed from the erf once excavation is completed. The street in front of the erf must be swept regularly.

- 6.3 Cleaning of vehicles/equipment:

Washing of vehicles and equipment will not be allowed on the estate and must be carried out elsewhere.

- 6.4 Fires:

No fires will be allowed on any part of Fernwood Private Estate including the building site without the prior written approval of the HOA.

- 6.5 Ablution facilities:

Contractors must make adequate provision for temporary toilets for the use of their employees, and positioned on the site as directed by the HOA in its sole and absolute discretion. ***Proof of installation of temporary toilets must be handed to Managing Agent prior to starting with any building procedures.***

6.6 Spoil of excess material and building rubble:

The contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble may be spoiled on the property.

## 7. HOURS OF WORK

7.1 Public/Private time:

Contractors may only be present on Fernwood Private Estate during the following public time hours:

Monday - Friday: 07h00 to 18h00

Private time hours are 18h00 to 07h00 weekdays, Saturdays, Sundays and all public holidays, as well as BIFSA builders holidays prescribed annually to their members.

7.2 Permission to work during private times:

Contractors are not allowed on Fernwood Private Estate during private hours, however, written permission can be obtained from the HOA, in its sole and absolute discretion, in special cases to work during private time. Special applications for contractors to be present on site during private time should be lodged at least one week prior to the private time activity proposed.

## 8. WATCHMEN

No watchmen will be allowed.

## 9. VEHICLE SIZES ALLOWED

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering Fernwood Private Estate:

- 9.1 No articulated truck with trailer will be allowed.
- 9.2 Vehicle weight restrictions will be determined at the sole and absolute discretion of the HOA.

## **10. DELIVERIES TO CONTRACTORS**

### 10.1 General deliveries:

- 10.1.1 Contractors will at all times be responsible for their deliveries.
- 10.1.2 All delivery times will be limited to public times as defined under 6.1 above.
- 10.1.3 Size of delivery vehicles will be limited as defined under 8 above.
- 10.1.4 Deliveries to the building site will take place only from the street frontage of the site unless prior arrangements have been made with the HOA.
- 10.1.5 The contractor has the responsibility of ensuring adherence to the security entrance for deliveries.

### 10.2 Concrete deliveries:

The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. Drivers of concrete delivery vehicles must be made aware of environmental issues by the contractor before their first delivery to site.

### 10.3 Washing of concrete delivery vehicles :

The washing of concrete delivery vehicles will be prohibited.

## **11. STORAGE SHEDS/HUTS**

The contractor will be permitted to place up to two 20 ft. shipping/freight containers within the boundaries of the erf. Only containers painted historic

green will be permitted. Consent of the positioning of the container must be obtained from the HOA, which shall have absolute discretion in this regard.

## 12. SECURITY

- 12.1 The development is located in a secure and controlled environment and therefore in terms of 8 above, individual watchmen will not be allowed on Fernwood Private Estate during private times.
- 12.2 The contractor must at all times adhere to the instructions of security personnel employed by the HOA (if any).
- 12.3 Personnel must be transported by vehicle to the relevant building sites and are confined to that particular site only. Personnel will not be allowed to walk from one site to another.
- 12.4 All contractor vehicles entering Fernwood Private Estate must have a clearance disc issued by the HOA.

## 13. SPEED LIMIT

For security and safety reasons the speed limit in Fernwood Private Estate for all contractors' vehicles is 20 km/ph. The contractor is responsible for ensuring that all his employees, subcontractors and delivery vehicles adhere to this rule.

## 14. BUILDING PLAN CONTROLS

- 14.1 The building contractor must ensure that a copy of the signed approved building plan is available on site at all times for inspection by the HOA representative. ***A copy signed by the Architect and one trustee must be delivered to the Managing Agent.***
- 14.2 Any variations to the approved building plan must be submitted to the HOA for signed approval and may only be implemented once the approved variation is available to the contractor.

## 15. ROADS AND ROAD VERGES

- 15.1 Contractors must ensure that the road in front of their building site is at all times kept clean. This is to minimise damage and ensure longevity of the road surface.

15.2 Contractors must ensure that the kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.

15.3 Building material must be stored on the erf. Special permission may be obtained from the HOA, in its sole and absolute discretion, to store material in the road reserve directly in front of the building site, or on other approved locations should the need arise.

**16. ADVERTISING**

The contractor or his sub-contractors may place no advertising material on the property.

**17. ELECTRICITY SUPPLY**

The HOA shall not be liable for damages, expenses or costs caused to residents for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity.

**18. BREACHES**

In the event of any breaches of the Building Contractors Code of Conduct the contractor or owner employer may be subject to a fine as determined by the HOA but no less than R500 per offence committed or such other sanction as the HOA sees fit to impose. Such other sanctions may include, but shall not be limited, to building stop orders. Any such action will be at the sole and absolute discretion of the Home Owners' Association.

**19. CONTRACTOR'S DETAILS AND DOMICILIUM**

Contractor: .....

Contact Person: .....

Physical Address: .....

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Postal Address: .....

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E-mail address: .....

Telephone No: .....

Fax No: .....

Cell Phone No: .....

Erf No: .....

**20. EMPLOYER'S DETAILS AND DOMICILIUM**

Employer: .....

Physical Address: .....

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Postal Address: .....

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E-mail address: .....

Telephone No: .....

Fax No: .....

Cell Phone No: .....

**21. BANKING DETAILS FOR RETURN OF DEPOSIT**

Bank : .....

Branch: .....

Branch Code: .....

Account Name: .....

Account Number: .....

Account Type: .....

**22. ARCHITECT'S DETAILS AND DOMICILIUM**

Architect: .....

Contact Person: .....

Physical Address: .....

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Postal Address: .....

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E-mail address: .....

Telephone No: .....

Fax No: .....

Cell Phone No: .....

Erf No: .....

**23. THE EMPLOYER'S RESPONSIBILITY**

By its signature to this document, the employer agrees to co-operate fully with the contractor and with the Home Owners Association to ensure that the Home Owners' Association's rules and instructions are fully complied with. The employer accepts and acknowledges that it has nominated and employed the contractor and that the employer is jointly responsible to ensure that the contractor complies with the terms of this document, and any other rules, regulations and directions of the Home Owners' Association.

The terms of this document shall supplement and operate in addition to any other rules, regulations, instructions or resolutions of the Home Owners' Association.

Signed at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
For and on behalf of  
the Contractor

Signed at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
The Owner/Employer