



## **RULES OF CONDUCT:**

CONTRACTORS, PROJECT MANAGERS,  
SUB-CONTRACTORS AND SUPPLIERS OPERATING WITHIN HERON  
BANKS GOLF AND RIVER ESTATE

**19 October 2024**

### **1. OBLIGATIONS OF STANDOWNER**

- 1.1. The stand owner / legal entity granted option to purchase (hereinafter referred to as the “owner”) shall ensure that his service provider is acquainted with these rules of conduct and Environmental Management Plan that are binding and enforceable against the owner and his appointed service provider.
- 1.2. The owner shall ensure that these rules and Environmental Management Plan form part of any service agreement concluded by the owner with the nominated service provider in respect of services to be carried out at the property situated at Heron Banks Golf and River Estate (hereinafter referred to as the “Estate”)
- 1.3. The owner shall ensure that his service provider appointed to carry-out work at the Estate is registered with The Heron Banks Golf and River Estate Homeowner’s Association (herein after referred to as the “Association”) and such registration is to be effected by filling out the attached application form annexed hereto marked “A”; and the said application must be submitted to the Estate Manager. Only service providers registered with the Association as stated above shall be allowed access for carrying out services.
- 1.4. The owner and his service provider/s carrying out building and development services listed in paragraph 2 hereunder, at the property situated in the Estate are also required to abide by the rules and Environmental Management Plan stipulated herein and shall be bound by the terms and conditions contained herein insofar as it is necessary and for the purpose of interpretation of the rules shall also be referred to as the service provider.
- 1.5. The owner shall on site prior to any construction and/or building activities on site; deliver to the Association a copy of the **approved** building plans received from the Town Council together with the NHBRC Enrolment Certificate, signed Builder’s Rules,

proof of application for a water connection, proof of installation on toilet on site, proof that all the staff compliment has approved access cards from the security company

## **2. SERVICE PROVIDER**

The service provider and the owner carrying out development and building services in the Estate are hereby defined in the rules; to include the following:

- 2.1. Building contractor;
- 2.2. Project manager;
- 2.3. Any other contractor or sub-contractor;
- 2.4. Developers;

The said definition of service provider is not exhaustive and where the interpretation of the paragraph warrants, shall also include employee, agent, casual worker and subcontractor (hereinafter referred to as the "staff compliment") of the said service provider. The definition shall further cover any other designated service provider that might be appointed for carrying out development and building services in the Estate.

## **3. SITE ACCESS AND EGRESS**

- 3.1. The service provider and the owner shall adhere to and co-operate with the security measures and procedures implemented by the Association.
- 3.2. The service provider appointed shall not be allowed access to the Estate for the purpose of carrying-out services on the property/ies situated in the Estate or any other purpose unless he is in possession of a valid access card and / or his staff compliment are in possession of valid identification card/s issued by the Estate Manager.
- 3.3. The service provider, with the exclusion of the service provider attending to the deliveries of material and equipment in the Estate, shall be allowed entry to the Estate during weekdays (Monday to Friday) from 07h00 and shall vacate the Estate before 17h00. The service provider attending to the deliveries of material and equipment shall be allowed access to the Estate for affecting such deliveries between 07h00 and 16h00 only on weekdays. There will be no services allowed to be carried out by the service provider in the Estate outside the regulated time stated herein. A penalty fee of R5 000.00 will be enforced against any owner and / or service provider who transgress the provisions of these rules.

- 3.4. Under no circumstances will any form of services and/or construction be allowed on the Estate on a Saturday, Sunday and Public Holiday. This rule is binding on all owners and their service providers, and can only be changed by the members in a special general meeting where the required quorum is 80% of all members present and entitled to vote. A penalty fee of R5 000,00 will be enforced against any owner and / or service provider who transgress the provisions of these rules.
- 3.5. The service provider shall not remain in the Estate after the regulated times mentioned above. Should an owner and service provider require procuring private security (i.e. guard on site) after the regulated hours mentioned above, such services shall only be procured from the appointed security entity of the Estate.
- 3.6. The agreement in regard to the above mentioned service would be concluded between the owner, service provider and the said security entity on the terms favourable to the parties and taking into account the security measures imposed by the Association from time to time.
- 3.7. The service provider shall not carry out services during the builder's holiday period. The Association shall determine the period from time to time. On determination of the said period the Association shall notify the owners and service providers timeously.
- 3.8. The service provider attending to the delivery of equipment and material in the Estate shall be denied access if the said vehicle used has a mass load
- 3.8.1 exceeds 17m in length
  - 3.8.2 exceeds 6 ton load per axle maximum 12 ton load
  - 3.8.3 ready mix trucks that exceed 6m<sup>3</sup> load
  - 3.8.4 exceeds 6000 bricks/pavers (12 pallets of 500) (not exceeding 6 tons per axle)
  - 3.8.5 exceeds 200 bags of cement (not exceeding 6 tons per axle)
- A penalty fee of R5 000,00 per incident will be enforced against any owner and / or service provider who transgress the provisions of these rules. Refer to Penalties Annexure "A" below for more details below.
- 3.9. All vehicles entering or leaving the Estate may be subject to a search by the Estate Manager, security manager or appointed security personnel.
- 3.10. The point of access and egress for deliveries is through the designated construction entrance situated at the Main entrance along Minnaar Street.

#### **4. IDENTIFICATION CARDS FOR STAFF COMPLIMENTS**

- 4.1. The service provider shall expressly be responsible for all activities carried out in the Estate.
- 4.2. The service provider shall apply **prior** to commencing with services on the property in the Estate to the appointed security company for the identification cards to be

issued by the Association at a cost of R120.00 per card for him and his designated personnel (staff compliment) that will be carrying out services in the Estate. The said cards shall be issued on completion of the relevant forms issued by the Association and on payment of the said prescribed fee to the Association.

- 4.3. The service provider and any of his staff members shall at all times be required to possess their ID card/s whilst they are in the Estate premises. Any service provider or his staff wishing to enter the Estate, for the carrying out of services, without the ID card or permit referred to in paragraph 4.2 above shall be denied access to the Estate.
- 4.4. Any service provider or any of his staff members that have lost their ID card/s for access to the Estate shall through the service provider of the owner pay the replacement fee as set by the Estate Manager from time to time. The fee is presently set at R120.00 per ID card.
- 4.5. Once on site the service provider and his staff compliment are not permitted to walk around the Estate. The service provider and staff compliment shall not be allowed during the work period in the Estate to walk to any spaza / kiosk / shop situated within the boundaries of the Estate. A penalty of R1 000.00 per incident shall be imposed to those who will transgress the provisions of this rule, and will be removed from site with immediate effect.
- 4.6. The service provider and his staff compliment shall only be permitted to enter or exit the Estate through the designated points at the entrance, and only by being transported by a vehicle of the service provider.

## **5. DISCIPLINE**

- 5.1. The owner and the service provider appointed shall be responsible for the discipline of the service provider's staff compliment and ensure that the said staff compliment adhere to the rules and security measures imposed from time to time by the Association during their activities within the Estate.
- 5.2. The staff compliment of the service provider shall be transported by vehicles to and from their place of work within the Estate by the service providers or designated personnel. The staff compliment who is working on more than one site and who has to move between different sites in the Estate shall only do so by means of a vehicle.
- 5.3. The service provider shall ensure that there is adequate protection available for all vehicles accessing the Estate and using hydraulic wheels i.e. cranes.
- 5.4. Any employment dispute between the owner, service provider and his staff compliment shall be settled outside the boundaries of the Estate.

- 5.5. Should any service provider be found to be:
- 5.5.1 disturbing any animal or bird life in the Estate;
  - 5.5.2 removing any building material or any property other than the building rubble or refuse from the Estate without the required authorization from owner or possessor of the material or property;
  - 5.5.3 committing a crime or suspected to have committed a crime;
  - 5.5.4 carrying a firearm while at the Estate, and /or being in possession of a firearm or any other dangerous weapon;

the said person shall be expelled and refused access to the Estate pending the determination of his case by the relevant state authority and the Association.

- 5.6. The property owner will be held responsible for any damages caused to the Estate property by his service provider and his staff compliment. This includes damages to roads, kerbs, plants, irrigation systems and damage to any private property. The owner shall be required to effect payment for whatever repairs are required to be done in order to repair the damaged property. The amount to be paid shall be determined by the Association and the payment will be settled within 5 days to the Association after the said determination. If the party who breached this rule fails to remedy the defect as mentioned above, the Association shall reserve a right to enforce its rights in law and can in so doing also deny the defaulting party access to the Estate.
- 5.7. The Association shall quantify the nature, extent and costs of repairing the damages caused. The Association shall further identify the defaulting party and the method used in causing such damages.
- 5.8. The owners, service providers and all service provider staff compliments working on the site must at all times adhere to the rules and regulations set out in the Environmental Management Plan (EMP) approved for the Estate, a copy of which is attached hereto marked "B" and forms an integral part of this document.

## **6. HOUSEKEEPING**

- 6.1 The site is to be kept as clean as possible and general cleaning and housekeeping practice must take place during building operations.
- 6.2 No building related activity may encroach onto adjacent stands, park, Golf course, and/or wetland land areas. Any service provider transgressing this rule is subject to a R2 000.00 penalty being imposed by the Association. The said penalty is to be paid within 5 days after it has been imposed.

- 6.3 There shall be no concrete, cement or any such material mixed or prepared by the service provider on any of the roadways or pathways.
- 6.4 The materials that are to be off loaded on site by the service provider may not encroach onto an adjacent stand, park, Golf course, and/or wetland land area unless permission has been obtained from the lawful owner of the site and the Association in respect of the parks, roadways and pathways. The service provider shall be responsible for the removal of any sand, cement or rubble that may be washed or blown onto the road, pavement and adjacent sites during building operations. Transgression to this rule will result in a penalty of R500.00 per incident being imposed and to be payable to the Association within 5 days after it has been imposed.
- 6.5 Where delivery of the material by the service providers is impossible due to the location of the stand, the service provider shall ensure that the said material is transported and put on site by means of alternative transport.
- 6.6 The service provider shall provide adequate facilities for the disposal of refuse and building rubble and further ensure that his workers utilize these facilities. The use of a waste / refuse bin (210 litre drum) or skip bin on every building site is mandatory. No rubbish may be burnt or buried underground on site. No form of paper, plastic bags, empty food or beverage containers, cement bags, tile off cuts, ceiling boards, roof tiles, rubble or the like are to be left lying around on any building site, adjoining property, open space, parklands, roads or sidewalks. In the event of transgression of this rule, the Estate Manager is permitted to suspend building activities with immediate effect and without prior notice to the owner and/or his service providers and arrange for a skip waste bin to be delivered to the relevant stand for clean-up purposes. The cost of the bin and the cleaning up of the rubble will be for the account of the owner.
- 6.7 The service provider will ensure that the parkland, storm water system, roadways and pavements at this building site are kept clean and tidy at all times.
- 6.8 The pollution and contamination of the groundwater and run off water in the Estate is of particular concern. The service provider shall ensure that special care is taken in the handling, disposal and cleaning up operations on site. Particular care on site should be taken on use of paint, tile grout, tile adhesive, cement, rhinolite, chemicals, oil, fuel, etc. Transgressions will result in a penalty payment of the costs for the rehabilitation of the polluted area plus 50% admin. The said penalty shall be payable within 5 days after it has been imposed.
- 6.9 No fires may be made at the Estate and any transgressor to this rule will be liable to pay a penalty of R5 000,00 within 5 days after it has been imposed.
- 6.10 The service provider shall during the building operations in the Estate provide a chemical toilet facility or a temporary connected toilet to the main sewerage system

with water flushing for use of their workers on site; these toilet facilities will be subject to the approval of the Estate Manager. No 'long drops' toilets will be permitted. To prevent blockage of the sewerage system the use of toilet paper in preference to newspaper is required. The service provider shall ensure that toilet structures and changing facilities are suitably screened from the public view. An enclosure of a minimum of 1.6 meter high above NGL around the ablution area is required and should be big enough to allow workers to change and wash inside the enclosure. If there is no toilet and no water connection on the site, construction work and access to the mentioned site shall **not be permitted** by the Association (the said rule is referred to herein as "zero tolerance"). A transgressor to this rule will be liable to pay a penalty of R5 000.00 within 5 days after it has been imposed.

6.11 The Estate Manager may inspect the toilet at any time and deny access to all service providers and their staff compliments if these rules are not adhered to.

6.12 The builder's board for service providers and consultants to be erected on site shall be 600 x 300mm. The stand number must be displayed on the builder's board; failure to comply with this rule will result in a penalty of R1 500,00 per week (refer to penalties Annexure "A" below) and the said penalty is to be paid within 5 days after it has been imposed. The builder's board should be arranged with the HOA.

6.13 The final site inspection and certification by Association shall only be concluded once the site has been cleared of all building rubble, surplus materials and vegetation has been re-instated to the satisfaction of the Association, only once this inspection has been completed will the local authority be in a position to issue an occupation certificate.

## **7. GENERAL**

7.1 The speed limit within the Estate is 20 kph. Transgression of road signs, speed limit, and / or reckless driving will not be accepted within the Estate. Due care must be taken that no road/s are blocked during loading or off-loading of material and equipment at any building sites. Those who transgress this rule will be liable to pay a penalty of R250,00 per incident (refer to penalties Annexure "A" below) and such penalty is to be paid within 5 days after it has been imposed.

7.2. No domestic animals belonging to the service provider or his staff compliment shall be permitted in the Estate.

7.3 Noise reduction is essential within the Estate and will be regulated by the Association. The Association through its law enforcement agency has the right to limit all unnecessary noise by service providers and their staff compliment. Talking loudly, shouting, whistling, radios, hooters and revving of motors might cause such noise.

7.4 The service provider shall be expected to conduct their operation in a reasonable and co-operative manner. Should the Association have any concerns with regard to the service provider's manner of carrying out of business or any of his staff compliment

the Association may rectify as deemed necessary such concern and / or reserve the right to suspend the building activity indefinitely or until such undesirable conduct has been rectified, which it may do by notifying the owner of such a decision.

7.5 Electrical power required for construction work on building sites are to be provided only by means of:

7.5.1 Portable electrical generators.

7.5.2 Approved electrical connections from the electricity box designated for that property to a temporary distribution box (DB); obviously complying with the applicable safety regulations imposed by the applicable laws. All temporary DB's used must be equipped with an earth leakage and plug points where electrical power tools or extension leads can be plugged into. ***Refer to Penalties Annexure "A" below.***

7.6 No direct connections to the electricity box designated for that property through extension leads or power tools will be allowed. Electrical connections may only be done by the relevant authority or its agents. Refer to Penalties Annexure "A" below.

## 8. **BUILDING DEVELOPMENT DEPOSIT**

8.1. A refundable deposit (as determined by the Association) shall be paid by the applicant or owner on submission of the building plans to the Estate Architectural Review Committee to cover the costs of rehabilitating public sidewalks, road, open spaces, parklands and adjoining erven. The deposit will be paid by the owner. The said deposit shall also cover cost caused by noncompliance with the building plans and regulations where the building contractor fails to carry out the following:

8.1.1 Replanting of grass or trees damaged through building activities

8.1.2 Removal of rubble or rubbish left on the sidewalks or adjoining erven.

8.1.3 Repairs to any damaged street fixtures, streetlights, litterbins, benches, etc.

8.1.4 Repairs to any damaged electrical and telephone boxes or any manhole covers.

8.1.5 Repairs to any damaged kerbs or storm water drains on the street side.

8.1.5 Repairs to any damaged paving and concrete split on paved surfaces, and those not cleaned up properly.

8.1.6 Repairs to water irrigation pipes or sprinklers damaged.

8.1.7 Repairs to any cable or pipes damaged during any excavation activities.

8.1.8 Complete building in accordance with the approved building plans

8.1.9 Plaster and paint boundary walls both sides.

8.1.10 Conceal all plumbing pipes exposed from the building.

8.1.11 Remove all signboards.

8.2. The owner shall ensure that building operations on his site are organized in order to minimize the unsightly dumping of materials in the public view.



8.3. The development deposit or unutilised portion thereof will be refunded to the owner or applicant on request to the Association after the completion of the building construction and when not retained to cover the costs of items mentioned above. The said deposit shall also not be released until the Association has confirmed that the development/construction was completed in accordance with the plans approved by the Estate Architectural Review Committee.

8.4. The payment of the development deposit will remain the responsibility of the owner and failure to effect such payment will lead to access restriction and the suspension of the building activities on site by the Association.

8.5. The development deposit shall not be deposited and invested on behalf of the owner in an interest bearing account with financial institutions.

## **9. DISCLAIMER**

The Association (as an association incorporated in terms of section 21) and its members accept no liability of whatsoever nature arising from any damages and losses sustained as a result of the suspension of the building activity caused by the contravention of the rules embodied herein.

The service provider and owner shall have no claim against the Association and its members for the damages and losses sustained, arising from the penalties imposed by the Association as a result of breach of the provisions of these rules.

## **10. INSURANCE AND STATUTORY REQUIREMENTS**

The service provider shall ensure that they comply with all the statutory and regulatory requirements imposed in their industry by the local authority, national and provincial government and applicable private regulatory institutions.

The service provider shall further ensure that he takes out the necessary insurance cover from insurance institutions that is relevant to the activities to be carried out on site.

The service provider shall ensure that he complies with all the relevant health and safety as well as employment laws applicable to his trade.

All owners must therefore ensure that their service providers comply with the above requirements.

## **11. ACKNOWLEDGEMENT**

The service provider and owner hereby declare that they understand the contents of these rules and confirm that they are bound by the terms and conditions contained herein. The service provider and the owner further undertake to enforce the said rules to other third parties who will carry out work at the Estate through them.

The service providers and owner further undertake to comply with any other rules and regulations to be imposed by the Association from time to time. The service provider shall provide his particulars by completing an application form to be provided by the Association prior to the commencement of work. If any of the particulars provided change; the service provider shall notify the Association accordingly by completing another form.

The Association reserves a right to unilaterally amend these rules from time to time when it becomes necessary to do so.

## 12. LEGAL STATUS, PENALTIES

Failure by the service provider to comply with these rules will result in the enforcement of the penalties and suspension as stipulated in the rules.

The Association shall enforce the penalties and suspension imposed as a result of the contravention of the Rules.

These rules supersede and substitute any or all previous rules enacted by the Association for the conduct of the building activities in the Estate.

Any penalty imposed will be payable to The Heron Banks Golf and River Estate Homeowner's Association within 5 working days at the Estate Manager's Office. If the penalty is not paid within the prescribed period, building operations will be suspended until such time as payment has been made.

### PENALTIES – ANNEXURE “A”

<b>TRANSGRESSION</b>	<b>Frequency</b>	<b>1<sup>st</sup> Offence</b>	<b>2<sup>nd</sup> Offence</b>	<b>3<sup>rd</sup> Offence</b>
Development deposit not paid	Zero tolerance – immediate	Suspend building activities	R10 000.00 per month	
Contractors application for registration not submitted	Zero tolerance – immediate	No building activities permitted	R5 000.00 per month	
1.5 Building commenced without Heron Banks HOA and Municipal approval	Zero tolerance – immediate	Suspend building activities	R5 000.00 per month	
6.12 Contractors board exceeds permissible size	Per Week	R1 500.00	R3 000.00	R6 000.00
Building deviates from approved plans	Per Offence	Forfeit building deposit	R5 000.00 per month	
7.5 / 7.6 Illegal Eskom / electrical connection	Per Offence	Report to authorities	Suspend building activities	R20 000.00
Illegal Water connection or water use without being metered and paid	Zero tolerance	R15 000.00	R30 000.00	R60 000.00

6.10 No toilet on site / no screen around toilet / change area	Zero tolerance - immediate	Suspend building activities	R5 000.00 per incident	
Removal of Stand Number board on site	Per Week	R150,00		
Parkland not barricaded / dumping on parkland  HOA to arrange skip at owners' costs	Per Week	R2 000.00 per incident.	R5 000.00	Suspend building activities
6.6 No bin / skip on site – cleanliness on road/ pathway / pollution.  HOA to arrange skip at owners' costs	Per Week	R500,00	R5 000.00 Cost + 5-% admin fee	Suspend building activities
6.4 / 6.7 Water, mud, cement spilling on road / pathway / pollution	Per incident	R500,00	R500.00	R500.00
Damage done to plants, GPO, electric box, road furniture	Per incident	At cost + 50% admin		
Dumping of rubble on sidewalk / adjacent property  HOA to arrange skip at owner's cost	Per incident	R500,00	R5 000.00 cost + 50% admin	Suspend building activities
Boundary wall not plastered and painted	Zero tolerance - immediate	Forfeit development deposit		
Unsafe building site	Zero tolerance - immediate	Suspend building activities	Forfeit building deposit	
6.9 Fire made at Estate	Per incident	R1 000,00		
5. Lack of discipline with labour force	Per labourer / incident	R1 000,00		
4.5 / 5.2 Labourer walking around Estate	Per labourer / incident	R1 000,00		
Colour of walls unacceptable	Zero tolerance / immediate	Forfeit building deposit		
External plumbing exposed (upper floor)	Zero tolerance / immediate	Forfeit development deposit		
7.1 Speeding, ignoring stop street, reckless driving, unlicensed vehicle	Per incident	R250,00	R500.00	R1 000.00
3. Non-compliance with HOA access and egress	Per incident	R 5 000,00	R5 000.00	Suspend building activities
3. Contractors egress in respect of time restrictions	Per labourer / incident	R200,00	R500.00	R1 000.00
3.3 Contractor entry during non-regulated building times	Zero tolerance	R5 000,00	Suspend building activity	Forfeit building deposit
3.3 Deliveries during non-regulated hours	Per incident	R5 000.00	Suspend building activity	Forfeit building deposit

7.1 Blocking roads during loading or offloading of material / equipment at building sites	Per incident	R500.00	R500.00	R500.00
Non-roadworthy contractors / services vehicles – No access to the Estate	Zero tolerance – no access	No access		
Builders causing nuisance, privacy not respected of adjacent occupied properties	Per incident	Warning	R1 500.00	R3 000.00
Urination (outside the designated toilet on site)	Per incident / labourer	Warning	R500.00	R500.00
Large mounds of soil / berms removed / slightly mounds / berms are not permitted	Monthly	Warning	R1 500.00	R3 000.00
5.8 EMP: No shade netting around building site prior to commencement	Zero tolerance - immediate	Suspend building activities	R5 000.00	
5.8 EMP: No builders safety / caution board on site indicating the “no-go” area	Per incident	Warning	R500.00 / week	
3.8 Supplier trucks (ready mix, brick, sand / stone, etc) exceeding the permitted weight limit entering the Estate	Per incident	R5 000.00	R10 000.00	R15 000.00
<b><i>Penalties are payable within 5 days</i></b>				

Issued in terms of the Memorandum of Incorporation of the Heron Banks Golf and River Estate Home Owners Association.

Effective Date: 19 October 2024

## Annexure “B”

### SERVICE PROVIDER ACCREDITATION AND REGISTRATION FORM

#### SERVICE PROVIDER DETAILS

Company Name	
Contact Person	
Address	
Tel No:	
Fax No:	
E-mail	
Work Compliment Figure	
Trade	
List Building Sites	
PO Box	
Code	
Cell	
Stand Number	

## Annexure “C”

### **ENVIRONMENTAL MANAGEMENT PROGRAMME (EMP)**

Please note that this document will be provided on registration of the stand in your name together with a copy of the builder’s rules.

These documents will need to be signed prior to site establishment.

A copy of this document is available on request.

I hereby certify that all the information provided herein is complete and correct. I further certify that I have read and understand the entire contents of the Rules of Conduct for contractors, project managers, owners, builders, sub-contractors and suppliers operating in The Heron Banks Golf and River Estate and that I and all staff or subcontractors employed / used by me will abide by these rules. I further testify that I am empowered to sign this document on behalf of the company I represent and accept and endorse the acknowledgement.

I the undersigned confirm that the applicant is aware of the existence of rules made by the directors of The Heron Banks Golf and River Estate Homeowner’s Association in terms of the statutes and articles of The Heron Banks Golf and River Estate Homeowner’s Association. The applicant or any of its employees, contractors, officers, associates or assigns undertakes to familiarize themselves fully with such rules and specifically agree to be bound by such rules and enforcement procedures as if the applicant is a member and / or shareholder of The Heron Banks Golf and River Estate Homeowner’s Association.

The Heron Banks Golf and River Estate Homeowner’s Association reserves it’s right to withdraw for good reason any accreditation granted to the applicant particularly if the applicant or any of its employees, contractors, officers, associates or assigns fails or refuses to comply with the aforesaid rules or fails or refuses to subject themselves to the said enforcement.

Full Name \_\_\_\_\_

Date \_\_\_\_\_

ID Number \_\_\_\_\_

Signed \_\_\_\_\_