



## BRACKENRIDGE ESTATE BUILDING PERFORMANCE AGREEMENT

The Brackenridge Building Performance Agreement (BPA) is a crucial guide for homeowners considering construction-related activities within the estate. This document outlines the necessary procedures and requirements for new builds, alterations, renovations, and maintenance and repairs of existing structures. It ensures that all building activities adhere to the building terms and conditions while promoting a harmonious and well-maintained living environment for all residents. Compliance with these terms is essential for preserving the aesthetic and structural integrity of the estate.

This comprehensive guide is to further ensure compliance with the Estates' Architectural Guidelines and building control measures and has been meticulously divided into sections and annexures for ease of understanding and application. It is the responsibility of the homeowner to communicate these control measures to their professional team, emphasizing that any violation is not only a breach of the terms but also an infringement of the Estate's governing documents. Such contraventions are subject to review and action by the Homeowners Association (HOA), which retains the authority to enforce these standards as deemed appropriate.

If a homeowner intends to build, it is imperative to become acquainted with the content of this document which will guide you through each phase of the building process.

All plans submitted for approval must conform to the Estate's Architectural Guidelines. All applications are to be made to and approved by the Brackenridge Architectural Review Committee (BARC) before any work may commence.

**GENERAL MANAGER  
BRACKENRIDGE ESTATE**

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## 1. INTRODUCTION

- 1.1 The Brackenridge Estate is a private Estate development on 128 hectares of spacious natural environment. The challenge of the estate is to reflect and preserve the best of these natural elements while moving forward to establish a unique, relevant and appealing integrated environment which will stand the test of time. This environment must successfully integrate upmarket living space, public space, and leisure activities while preserving the natural surroundings.
- 1.2 Brackenridge Estate is managed by the Homeowners Association (HOA).
- 1.3 The object of the Brackenridge Homeowners Association (hereafter referred to as the HOA) is to promote, advance and protect the communal interest of its homeowners and accordingly ensure a safe, high-quality lifestyle by managing the appropriate development of residences and related facilities.
- 1.4 The Building Performance Agreement depicts the Estates' control measures in terms of access and building activities on the Estate. All parties agree to maintain a level of consistency in the development of Brackenridge Estate to ensure quality control in the construction process and to comply with all applicable local and national bylaws and legislation. In addition, to ensure compliance with the Estate Rules and procedures as amended by the HOA from time to time and to ensure that the building process is undertaken in a manner that is least disruptive to the Estate and other property owners. Accordingly, homeowners must inform their appointees about the Estate Rules, Architectural Guidelines, the Building Performance Agreement and its building terms and conditions because the property owner will be held liable for any violations of these regulating instruments, by their appointees.
- 1.5 The Homeowner or his appointed signee (Project Manager), must sign acceptance of the Building Performance Agreement before work commences on site. The Building Terms and Conditions also applies and covers all sub-contractors working under a principal contractor on site within the boundaries of the Estate. Homeowner/Project Manager must ensure that each sub-contractor receives a copy of this document.
- 1.6 Access to the Estate will be strictly controlled at all times both for vehicular and pedestrian traffic. Control will be exercised in terms of the prevailing Access and Security Standard Operating Procedure (Annexure C) and the HOA has the right in its sole discretion to remove any contractor who is not compliant.

- 1.7 Any contraventions by contractors or sub-contractors shall be deemed to be contraventions by the homeowner. The homeowner therefore acknowledges the contractor's commitment to build strictly in accordance with the approved building plans, and undertakes not to issue any instructions to vary the design or any element of the approved plans without first obtaining the necessary BARC and Municipal approvals.
- 1.8 Transgressions of the Building Terms and Conditions will result in sanctions/penalties, which may include a monetary penalty and/or the cost of repair and rehabilitation being imposed on the homeowner, or restriction to site.
- 1.9 The Building Terms and Conditions must be read in conjunction with the Estate Architectural Guidelines, and the Estate Rules, which are available at the HOA office.
- 1.10 All statutory requirements are to be adhered. South African Standards (SANS) specifications and code of practice, as well as any Bitou Municipality By-laws.

## **2. CONDITIONS AND RESPONSIBILITIES APPLICABLE TO THE HOMEOWNER**

### **2.1 Plan Approval**

- 2.1.1 All plans, specifications, and finishing schedules must be submitted to the HOA/BARC for approval and to pay any fees due to the HOA;
- 2.1.2 Not to commence with any construction work on the property until the above-mentioned approvals from the HOA/BARC and Bitou Municipality have been acquired; the site has been signed off and handed over to the contractor; and the Building Commencement Certificate (Annexure G) has been issued by the HOA.
- 2.1.3 The Homeowner and his appointees may not deviate from the approved building plans in any form without having an approved/amended stamped and signed plan from BARC to proceed with any deviation(s);
- 2.1.4 The Architect or the contractor must discuss all deviations and additional work on-site with the HOA, acquire BARC approval for the plans, and pay any relevant fees before such work can commence;
- 2.1.5 All proposed new building plans as well as plans for alterations to existing buildings are required to include the following:

- 2.1.5.1 Geo Tech report
- 2.1.5.2 Engineering report
- 2.1.5.3 Stormwater Management Plan
- 2.1.5.4 Landscaping plans
- 2.1.5.5 Water reticulation systems;
- 2.1.5.6 Rainwater harvesting
- 2.1.5.7 Gas installation
- 2.1.5.8 Solar systems
- 2.1.5.9 Swimming Pool / Jacuzzi /Jungle Gyms / Play areas;
- 2.1.5.10 Fencing
- 2.1.5.11 Paint Colours.

## 2.2 Plan Submission Procedure

- 2.2.1 The Brakenridge Estate Rules and Architectural Guidelines clearly provide that no structure may be erected on an erf within the Estate unless it complies with the HOA Architectural Guidelines. The responsibility for compliance lies with the owner of the property;
- 2.2.2 Only electronic PDF plans must be submitted to the HOA;
- 2.2.3 The following must accompany the first submission of proposed building plans to the HOA for BARC's approval:
  - 2.2.3.1 1 x Complete set of plans to scale A1 consisting of :
    - Site plan: min 1:500
    - Floor plans: min 1:100 (ground & first floor & basement if applicable) :
    - Roof plan: min1:100
    - Elevations: min 1:100
    - Sections: min 1:100 and
    - Door & window schedule and other including finishing schedules, etc.

If applicable the following should also accompany the plans:

- Solar installations;
- Gas installations;
- Rainwater harvesting;
- Water reticulation systems;
- Stormwater management plan;
- Cut fill and terracing engineering plans;

- Geotechnical report;
- NHBRC certificate;
- Swimming Pool / Jacuzzi; and
- Decks

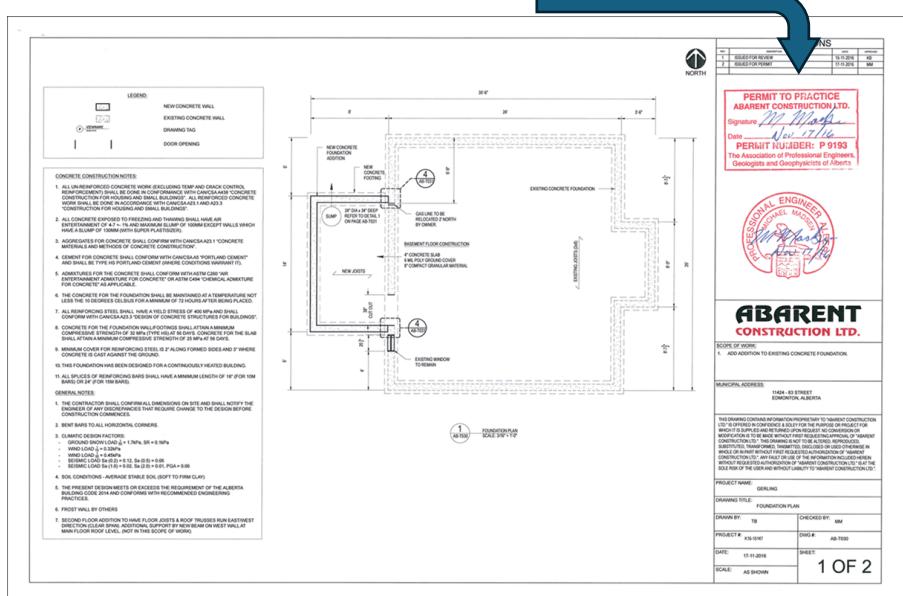
2.2.3.2 Scrutiny fee proof of payment. Refer to Annexure F for the fee structure.

2.2.4 On receipt of all the above BARC will scrutinize the plan and revert to the property owner or Architect.

2.2.5 Once approved and stamped by the HOA/BARC, 2 sets of colour plans can be submitted to Council for approval.

2.2.5.1 A blank space of 10cm in width along the length of the right hand side of the A1 plan is to be provided for stamp approvals, as illustrated in the below example.

#### EXAMPLE:



2.2.6 Compliance and deviation from BARC approved plans:

#### 2.2.6.1

Once the plans are approved by the Bitou Municipality, one stamped and approved PDF copy must be supplied to the HOA, for record-keeping purposes. In addition, one set must be retained on the building site to be made available for scrutiny on request by any BARC representative or the HOA;

2.2.6.2 The homeowner is to ensure a copy of the approved PDF municipal plan is emailed to the HOA;

2.2.6.3 Should any changes be made by the Municipality during the approval process, the HOA must be notified immediately about these changes, with newly updated plans in PDF, to be emailed to the HOA clearly indicating all deviations;

2.2.6.4 If the HOA-approved plan and Municipal approved plan are not identical, the HOA reserves the right to deny the site completion and remove the contractor from the Estate.

2.2.6.5 The homeowner and his appointees undertake to carry out all building and construction work in accordance with the approved plans. Any deviation from the approved plans must be submitted to BARC and the Municipality for approval before any deviation construction work commences on-site;

2.2.6.6 All building and construction work must also comply with any applicable statutory regulations;

2.2.6.7 The homeowners' appointees shall also be required to comply with all the Estate Rules. It is the responsibility of these appointees to acquaint themselves with the Estate Rules before the commencement of construction; and

2.2.6.8 The homeowner and his appointees shall at all times grant the Estate General Manager and/or BARC members access to the building site.

2.2.7 Before commencing with any construction work the following needs to be adhered to:

2.2.7.1 The building fees must be paid in full to the HOA via Plett Property Management (PPM) with the erf number as reference, example: Building Deposit ERF 8401. Refer to the fee structure (Annexure F).

2.2.7.2 The Building Performance Agreement must be signed and handed in at the HOA; and

2.2.7.3 The HOA must inspect the site before the commencement of construction to sign off the Building Commencement

Certificate (Annexure G) Building commencement and building time lines must be filled in on the form for reference.

2.2.7.4 All annexures applicable to the building construction commencement need to be signed.

The Homeowner accepts the following terms and conditions:

- 2.3 That the terms and conditions of these clauses the *mutatis mutandis* will apply in respect of any further alterations, additions, walls, fencing, façade treatments, pools, signage, water tanks, solar panels, generators, air conditioners, geysers etc., which the homeowner may wish to erect on the property;
- 2.4 That all construction will comply with such terms and conditions as imposed by the Estate's Building Performance Agreement and the Estates' Architectural Guidelines. In addition, the contractor, his sub-contractors, and suppliers operating within the Estate will ensure that they comply with all statutory requirements as set by the local authority, national or provincial government, or other relevant institutions ie. BIFSA, OHS Act, and the NHBRC. These requirements will include registration, labour issues, and liability insurance for third-party accidents or injuries. Failure to comply with this will result in the homeowner being liable should any claim arise for which no cover exists. All homeowners must therefore ensure that their appointees comply with this requirement;
- 2.5 That any breach by the contractor of his obligations in terms of the Building Performance Agreement remains the responsibility of the homeowner and will be regarded as a breach by the homeowner;
- 2.6 All contractors will be deregistered from the Estates' Security Access system within 24 (twenty-four) hours after obtaining a Building Completion Certificate issued by the HOA (Annexure H); and
- 2.7 All specialist contractors employed directly by the homeowner; whose appointment is not subcontracted to the main building contractor will also be subject to the security access control procedures.

### **3. CONDITIONS AND RESPONSIBILITIES APPLICABLE TO THE HOMEOWNERS' APPOINTEES**

The homeowners' appointees conducting any form of building activity on the property, need to comply with the following criteria:

- 3.1 All contractors and their staff are registered on the Estate's Security Access system;

- 3.2 All contractors and their staff submit themselves to a South African Police Services criminal clearance at the request of the HOA;
- 3.3 All contractors are to be in possession of an approved Health & Safety File as required in terms of the Occupational Health & Safety (OHS) Act (No 85 of 1993) for each property. The Occupational Health and Safety Notification of Commencement of Work form (Annexure B) to be completed and signed by the Contractor;
- 3.4 The homeowner will not be allowed to store any building material, filling, sheds or toilets on site before the Acceptance of the Building Performance Agreement is signed.
- 3.5 The HOA reserves the right to inspect all sites at any time and the right to access may not be denied to an official of the HOA or a representative such as security officials.

#### **4. PROCEDURE FOR SITE ESTABLISHMENT AND THE ISSUING OF THE BUILDING COMMENCEMENT CERTIFICATE**

- 4.1 The following must be done before the homeowners' appointees will be allowed on site for site establishment to take place:
  - 4.1.1 All working plans including building and stormwater management must be approved by HOA/BARC and the local authority (the Bitou Municipality) and be in the contractor's possession. During the construction period these approved plans must always be available on-site for inspection by the HOA.

- 4.1.2 The HOA must have proof that all fees due in terms of the fee structure, including the building deposit, have been paid (Annexure F).

- 4.1.3 Water and Electricity Supply

The homeowner and his appointees are responsible for water and electricity connection to the building site. Any illegal or non-compliant connections will be reported to the HOA for action which could lead to penalties or legal action. Water and electricity supply may not under any circumstances be taken from neighbouring sites or natural resources, without written consent. HOA approved contractors will connect the water and electricity.

- 4.2 The Site Establishment Meeting

The homeowner or his appointees are to submit a written request to the HOA at [info@brackenridge.co.za](mailto:info@brackenridge.co.za) of their intention to begin construction<sup>1</sup> and to request a site establishment meeting to go over the checklist of requirements. The homeowner and his appointees have 14 working days to finish the site establishment for approval inspection. The HOA will inspect the site to verify if it complies with the site establishment standards. If all the requirements are met, the HOA will provide authorization for construction to begin by issuing a Building Commencement Certificate. (Annexure G).

The following aspects of the site setup will be discussed during the site establishment meeting:

- 4.2.1 On-site environmental issues to be addressed, including preservation of existing vegetation, the storage of materials, and behaviour of workers in terms of their obligations in protecting and preserving the environment and its assets.
- 4.2.2 Regular inspections must be carried out by the homeowners' appointees to ensure containment within the screened areas, and to monitor damage to the surrounding vegetation. In the instance of damage to existing vegetation, it is to be reported to the HOA who will instruct the homeowners' appointees responsible for the damage in respect of repair or replacement. This will be for the homeowners' account as will all penalties imposed for the damage done.
- 4.2.3 Extent of shade cloth screened areas, including the positioning of the site toilet(s), skips and refuse bins. No toilets or sheds will be allowed on the sidewalks / pavements or private open spaces.
- 4.2.4 The position where building materials will be stored.
- 4.2.5 Establish the access point to the site during construction. The location of the driveway, as indicated on the site plan, must be clearly marked and will be the only access onto the site unless, prior written approval is obtained.

4.3 The following operational requirements are to be met before commencement can be approved:

- 4.3.1 *Shade Cloth Standards*

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<sup>1</sup> Construction refers to new builds, alterations and renovations that all require plans.

The shade cloth screening must be erected before any construction work on the site may begin. Proper installation of the shade cloth serves as a barrier to safely secure the site from access by children, animals, and any unauthorized visitors as well as minimize the risk.

The building contractor will be required to screen off the erf with 1.8m high **green** builders shade netting (minimum requirement is a **density of 80%**), with one entrance delivery gate that shall secure the site after hours. Steel or treated wood screen frames (covered with regulation 80% green netting), to be fixed to steel or wood-treated poles planted deep enough to ensure a sturdy structure. The steel/wood poles on the corners of the site must be anchored to carry the strain of the netting. The fence is to be maintained in a clean and tidy fashion throughout the duration of the building contract. No supporting poles are to protrude above or outside the shade cloth dimensions.





The upright steel/wooden supports need to be kept spirit level straight with the shade cloth pulled tight. These support poles may not be installed to the outside of the screening.

The shade cloth screening is to be kept neat and tidy for the duration of the building process. If the shade cloth needs to be removed for whatever reason, permission must be obtained in writing from the HOA and a date is to be confirmed for the replacement of the screening.

#### 4.3.2 *The Gate*

The gate to the site is to be securely locked after hours by means of a chain and a padlock. The gate must be cladded with the same shade cloth. There must be no gap under the gate or between the eaves for a small child to crawl through.

#### 4.3.3 *Chemical toilet and ablution facilities*

A portable chemical toilet must be placed on the site before the commencement of building work and be adequately screened off with green shade cloth.



4.3.3.1 The homeowners' appointees shall provide chemical toilets (at a ratio of one toilet per 15 workers).

4.3.3.2 No person is permitted to urinate anywhere on the site other than in the toilet facility provided; and

4.3.3.3 Under no circumstances may open areas and/or surrounding bushes be used as toilet facilities. Serious financial penalties and remedial work will be applied and all work will be stopped until the area is cleaned and penalties paid.

#### 4.3.4 *Signage*

Before the site commencement inspection, the builder is to ensure that the builders' board and Health and Safety regulation notice is displayed in clear view and is installed correctly in terms of clause 7 below. No subcontractor boards or other advertising of any nature whatsoever are allowed;



## 5. COMMENCEMENT SITE INSPECTION

- 5.1 Where applicable the extent of cut and fill is to be discussed, including retaining structures, earthworks plan, and embankments to be submitted to the HOA;
- 5.2 Stormwater management plan during construction to be discussed;
- 5.3 The existing sewer connection spigot must be exposed and flagged before the commencement inspection;
- 5.4 Fire prevention facilities must be present at all sites and all storage facilities.
- 5.5 Provision must be made for the continuous removal of building rubble and other waste. Penalties will be issued for building rubble or other debris that is dumped or blown into adjacent stands, sidewalks, or private open spaces;
- 5.6 The approved plan as stamped by HOA/BARC and the Municipal approved plan must permanently be available on-site at all times. A penalty shall be imposed if the plans are not available when a HOA/BARC member requests them on-site.

## 6. CONSTRUCTION PERIOD

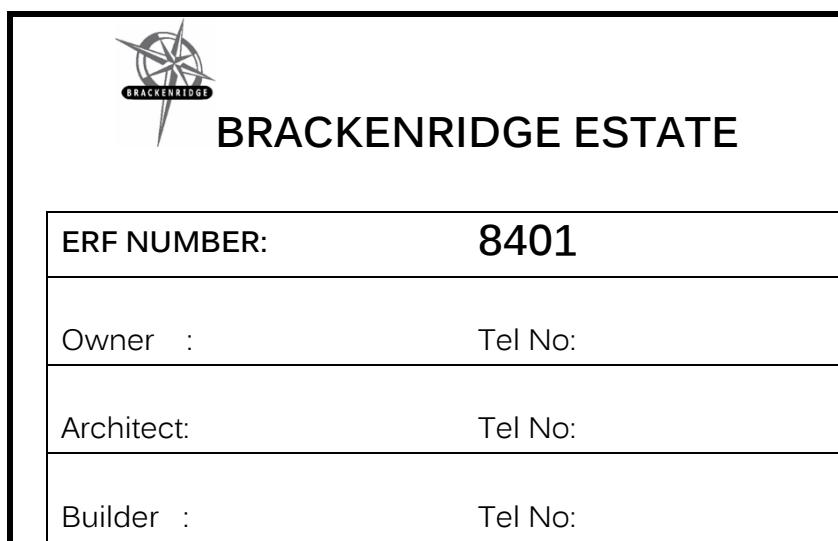
- 6.1 The homeowner agrees to complete building construction within the allowed timeline in the Fee Structure, Annexure F, from commencement which is the date of plan approval. The homeowner and his appointees shall ensure that building activities are continuous during the construction period, and are managed to achieve completion within the agreed period.
- 6.2 The contractual completion date must be adhered to and the HOA will impose penalties on the homeowner for late completion after due date as per the normal penalty structure (2xlevies).
- 6.3 Should the homeowner find, for reasons beyond his control, that the building period will exceed the allowed construction period; the owner will need to submit a written request for an extension without penalties, to the HOA requesting an extension.
- 6.4 A monthly penalty will be levied upon the owner of the property, until the project is complete, and the HOA may ask for a building program and timeline.

## 7. CONSTRUCTION SIGNAGE & OCCUPATIONAL HEALTH AND SAFETY BOARD

7.1 A builders' board must be erected if building activities are to continue for 6 months or longer and must be in accordance with the HOA specifications and will be for the cost of the homeowner.

7.2 No other signage of any building contractor, sub-contractor, service provider or any other parties concerned with the project may be erected on the site or anywhere on the Estate.

7.3 Information on the Builders' board to be as follows:



7.4 Example of the Health & Safety Board:



## 8. WORKING HOURS

8.1 Contractor activities and delivery of materials are only allowed access to the Estate during normal “building time” hours, namely 07h00 to 17h00 on weekdays.  
Delivery vehicles must be off-site by 17h00 on weekdays.

- *No deliveries on weekends, public holidays or outside these hours will be permitted.*
- *No machine work before 08:00*

8.2 No after-hour work will be permitted without HOA prior written approval. Such approval must be obtained 48 (forty-eight) hours before the time explaining that overtime work will be required.  
Saturdays will only be an exception with explicit permission from the HOA from 08h00 to 14h00 ONLY.

8.3 No contractor activity and/or delivery of materials will be permitted on Sundays, Public Holidays, and during the December builders' break.

8.4 No private security officers employed by the homeowner will be permitted on any site unless the homeowner has received written approval from the HOA and they are registered with PSIRA. All private security officers must adhere to all HOA security procedures.

8.5 No staff are allowed to overnight on the building site.

## 9. BUILDING RUBBLE, LITTER AND REFUSE CONTROL

9.1 The site must be kept as clean as possible of building rubble, with regular cleaning taking place during building operations. Under no circumstances may any building material or rubble be stored on adjacent stands, unless prior written approval was granted by both the affected homeowner as well as the HOA.

9.2 Where materials are offloaded by a supplier encroaching onto a walkway or the roadway, these materials must be moved onto the site by the contractor. No material may be allowed to remain on the roadway or walkway and it is the homeowners' appointees who are responsible for cleaning the road or walkway of all such materials.

- 9.3 The same applies to sand or rubble, washed or moved onto the road during building operations, or any spillages. This must be cleaned daily by no later than 16h00.
- 9.4 Storage and removal of site refuse, litter and rubbish must be very carefully controlled throughout the whole development. The contractor shall provide a skip facility for rubbish disposal and ensure that the workers use the skip provided and that the rubbish is removed regularly. Skips must be covered with a net to ensure that paper and other items are not blown away. No burning of refuse or building materials will be allowed within the Estate.
- 9.5 Sub-contractors appointed to remove building rubble must be able to provide the homeowner and his appointees with proof that the rubble is disposed of in a legal and environmentally friendly manner. (An affidavit from the contractor can be considered proof).
- 9.6 If the site is not kept clean to the satisfaction of the HOA, the homeowners' appointees may be refused entry to the Estate until the site has been adequately cleaned. The HOA may require the contractor to stop all construction work to clear the site at any stage and within a specified period if, in the HOA's opinion, the site is untidy and aesthetically not acceptable. Any claim of contractual delays will be at the homeowners expense. Penalties may also apply.
- 9.7 All flammable, toxic or contaminated refuse must be contained in a separate safe container and disposed of by a registered waste management company.

## **10. DUST AND POLLUTION**

- 10.1 Access and other cleared surfaces must be dampened whenever possible and especially in dry and windy conditions to avoid excessive dust;
- 10.2 Wherever dust is unavoidable on a site, additional screening will be required at the discretion of the HOA; and
- 10.3 Vehicles and machinery must be kept in good working order to meet the manufacturer's specifications for safety and prevention of hydraulic system and fuel leaks.

## **11. STORMWATER AND EROSION CONTROLS**

- 11.1 The homeowners' appointees will install temporary erosion control methods considered necessary upon the building site being cleared to ensure that erosion is avoided, if needed.
- 11.2 The homeowners' appointees must attend to the drainage of the building site to avoid standing water and soil erosion.
- 11.3 The homeowners' appointees are required to inspect building sites during any rainstorm and to implement any emergency stormwater control work immediately.
- 11.4 Stormwater damage, remedial work, and cleaning up must be done immediately after any rain or windstorm.

## **12. SECURITY AND ACCESS CONTROL**

- 12.1 All homeowners' appointees and their staff must be registered on the security access system.
- 12.2 All staff<sup>2</sup> must enter the Estate through the security gates and whether arriving in a vehicle or on foot, must strictly adhere to the Security Standard Operating Procedures in force at the time (Annexure D). It is the contractor's responsibility to ensure he/she has the latest edition of the procedures and that all persons on site are familiar with the contents thereof and strictly adhere to these regulations.
- 12.3 Sub-contractors will only be given access to the site by prior arrangement by the homeowner and his appointees and whose access will fall under the same procedures mentioned above.
- 12.4 The homeowner undertakes to ensure that the contractor registers all his staff onto the Estates Security Access system. This involves completing the registration forms and submitting copies of identity documents. Any fake identification documents used to complete the access registration process will be turned over to the South African Police Services.

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<sup>2</sup> Staff refers to all workers/labourers/personnel associated to the Homeowners' Appointees

12.5 Registration and application for labour passes should be made no less than 24 hours before build commencement at the Estate Security office, Monday to Thursday from 07h00 to 14h00 and Fridays from 07h00 to 12h00:

- All security passes are to be paid for in full before access is granted to site; and
- Cost of security passes is non-refundable;

12.6 Temporary access cards will be issued at a cost to be determined from time to time for a maximum of 5 consecutive days after which time the contractor must apply for an identity card. Persons who lose their ID/Access cards will have to pay the replacement fee of R100.

12.7 Staff will not be permitted to roam the Estate on foot at any given time nor remain on the Estate outside the approved building hours.

12.8 Should the HOA have any concern with the conduct of the contractor and/or sub-contractor, the HOA 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 recourse from the homeowner and his appointees.

12.9 Any incident or damage to HOA property that occurs must be reported immediately to the Brackenridge Security Office at the main gate, such as:

- Security breach
- Damage to infrastructure (water pipes, road surface, signage, kerbs, boundary wall and fence, streetlights etc.)
- Vehicle accidents
- Damage to the environment
- Breach of any of the Estate Rules

12.10 The maximum speed limit within the Estate is limited to 30km/h. Speed control will be undertaken from time to time to calm traffic and transgressors will be penalised in accordance with the penalty schedule. Homeowners will be liable for any penalties issued.

12.11 All vehicles entering or leaving the Estate may be subject to a search.

### 13. GENERAL ESTATE BEHAVIOUR

- 13.1 All construction staff, workmen, service providers, and suppliers are expected to behave in a professional workmanlike manner at all times on the Estate. Their behaviour shall not disturb other residents or activities on the Estate. The HOA shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate;
- 13.2 The contractor must ensure that all staff, sub-contractors, service providers, suppliers, and visitors entering a site under his / her control, have been adequately inducted in site safety, environmental awareness, and the Estate's protocols, and that they strictly adhere to these rules and requirements;
- 13.3 The contractor must at all times ensure that excessive noise is prevented;
- 13.4 All construction activities will be confined to the construction site fenced area. Workmen are not permitted to leave the construction site on foot for any reason. Site personnel are only permitted to leave the construction site in the exercise of their duties, and then only by vehicle.
- 13.5 In the case of a contractor carrying out construction activities on more than one site on the Estate, movement of workmen between sites is restricted to transport.
- 13.6 All construction workmen shall be suitably dressed and identifiable at all times. They will therefore be obliged to (a) carry their security ID on them at all times, and (b) wear identifiable clothing with the company name/logo whilst on the Estate or the green/orange bibs.
- 13.7 No loitering of workers, excessive parking of vehicles, dumping, or storage of rubble will be allowed outside of the building site.
- 13.8 No employee employed by the contractor shall be entitled to be on the site other than during the hours provided.
- 13.9 The homeowner and his appointees are responsible for the conduct of staff, workmen, sub-contractors, suppliers, and service providers from the time they enter the Estate, until they leave the Estate.

## **14. PARKING**

- 14.1 Parking of construction and supplier vehicles will only be permitted on the building site, or the verge adjacent to the building site and only during working hours. No excessive parking of vehicles will be permitted on the roads and vehicles are not to obstruct traffic. No parking on landscaped areas and grassed verges will be permitted without prior consultation with the HOA. Damage to any vegetation or infrastructure will be deducted from the refundable builders deposit;
- 14.2 The homeowner shall be responsible for damage to kerbs and / or plants in public open space (POS) areas on verges and / or damage to private or Estate property the costs to be deducted from the refundable builders deposit.
- 14.3 Vehicles may not be parked on-site overnight. In exceptional circumstances, permission may be sought from the HOA. If approved the vehicle must be parked on the site and behind the shade cloth erected.
- 14.4 The Member and his appointees hereby indemnify the Estate and Estate Management/HOA against any claims for loss or damage that may occur as a result of non-compliance with these provisions.

## **15. ACCESS TO THE ESTATE, USE OF ROADS, DELIVERY OF BUILDING MATERIALS AND DAMAGE TO ESTATE PROPERTY**

- 15.1 The homeowners' appointees shall ensure that all vehicles use the roads with due care and consideration in terms of damage to infrastructure, damage to other vehicles, and the safety of pedestrians, passengers, and wildlife;
- 15.2 Should any of the road surfaces, kerbs/edging, verges, landscaping, trees, shrubs or plants, or cables, street lights, sewer manholes or connections, irrigation valves or piping, fire hydrants, road signage, security fencing, infrastructure or hardware, or any other Estate services or assets be damaged by the said vehicles or persons under the control of the homeowners' appointees, then the appointees shall be responsible for repairing such damage at his own expense. The homeowner' appointees shall ensure that precautionary measures are taken at all times to prevent such damage;
- 15.3 Care shall be taken when transporting material to the site that the Estate speed restrictions of 30 km/h, are strictly adhered to. Non-compliance with this

provision may result in the imposition of a penalty or the banning of the supplier (s) or contractor (s) vehicle from the Estate;

15.4 During transportation on the Estate of any person on an open truck or LDV, these persons must be transported safely seated within the confines of the bin with the tailgate shut and secured. They are not permitted to be transported in a standing position, sitting on the bin's rim, or found to be standing on the tailgate or tow-bar. Any person being transported is also not permitted to sit on top of any materials loaded in the bin;

15.5 The homeowner and his appointees indemnify the HOA and its employees or representatives against any claims for loss or damage, which may occur on the Estate during the course of any work being carried out;

15.6 No vehicles may enter the Estate carrying in excess of 6m<sup>3</sup> concrete. Vehicles delivering bricks may not exceed 5 000 bricks per load (10 pallets). Non-articulated vehicles are further restricted to a maximum size of 10 tons;

15.7 Any vehicle found to be not roadworthy, producing pollution or contamination of the environment on the Estate, causing oil leaks, or otherwise posing a threat to the Estate will be removed. Any damages will be recovered from the homeowner.

15.8 Servicing or carrying out repairs to any vehicle or equipment is not permitted on Estate property;

15.9 Materials may only be delivered during normal working hours 07:00 – 17:00 Monday to Friday;

15.10 Delivery vehicles and all other vehicles performing work for the contractor must be registered with Security and must sign in at the relevant controlled access point and comply with all security requirements.

15.11 Contractors are to ensure that all delivery vehicles are given clear instructions on how to get to the building site. The nature of the road infrastructure and terrain prohibits, in some areas a turning opportunity, therefore this stipulation must be strictly adhered to. Should vehicles become "lost" on the Estate, causing damage or inconvenience, the homeowner and his appointees may be penalized for non-compliance with this provision;

- 15.12 Some sections of the Estate are only accessible via narrow lanes and shared driveways, posing additional challenges for material delivery and contractor vehicles. Contractors must be completely aware of all the limitations that apply to a specific site or development area, as well as agree on access and delivery protocols with the HOA;
- 15.13 If delivery vehicles transporting building materials impede a road, traffic marshals are to be assigned by the homeowners' appointees to manage traffic with red flags, directing any inconvenienced road users to pass through safely.

## **16. STORING OF CONSTRUCTION MATERIALS AND HAZARDOUS SUBSTANCES**

- 16.1 All construction material shall be stacked neatly and safely behind the shade cloth screening on the site where the work is being done. No stockpiles of material to exceed 1.8m in height. Only with prior written permission from the HOA may materials be stockpiled on adjacent sites, or in designated areas;
- 16.2 All material and equipment must be stored safely in terms with the Occupational Health and Safety Act.
- 16.3 The contractor must take special care with the storage, handling, and transport of all materials that could adversely affect the environment of the Estate. Any spillage of any materials on the Estate must be repaired and cleaned up. The necessary precautions to prevent pollution, contamination or noise nuisance must be taken at all times. Any contraventions will be dealt with in accordance with the Estate Rules. Should any vehicle be found to be leaking oil, it will be denied access to the Estate.
- 16.4 No concrete, dagha, cement or such may be temporarily stored, mixed or prepared on any of the roadways, kerbs, and paved walkways or in the HOA garden areas.
- 16.5 No materials or equipment may be placed or stored outside of the building site, on the verge, or on adjacent properties at any time. Any materials or equipment delivered to the site and left on the verge due to the site being inaccessible, must be moved onto the site by hand by no later than 16h00 on the day of the delivery.
- 16.6 Residents living adjacent to any construction site where hazardous material is being stored must be notified by the homeowner and his appointees of the existence of such hazardous material and the location of the storage area.

16.7 The homeowners' appointees shall submit to the HOA Security a method and plan for the storage of hazardous materials and their emergency procedures.

## **17. EXTERIOR COATINGS**

The homeowner and his appointees acknowledge the requirement to comply fully and strictly with the HOA Architectural Guidelines in all respects as amended from time to time, as well as with regard to exterior coatings and colours. Failure to comply with this requirement will result in HOA insisting on the exterior coatings being re-applied at the homeowners expense.

## **18. NEIGHBOURING PROPERTIES**

No encroachment onto neighbouring property and Estate property will be permitted during construction.

## **19. ISSUING OF THE BUILDING COMPLETION CERTIFICATE AND DEPOSIT REFUND**

19.1 A Brackenridge Building Completion Certificate (Annexure H) will, on application by the homeowner, be provided by the HOA, independent of any Local Authority or Architect certificates of completion, provided that:

- 19.1.1 All building work has been completed in accordance with the approved plans and Estate regulations and as stipulated in the Building Completion Certificate;
- 19.1.2 That landscaping has been completed in accordance with the Estates Landscaping Guidelines;
- 19.1.3 Site and Estate areas used during construction have been suitably cleaned, repaired and rehabilitated.

This certificate signifies the end of the construction period. If the HOA is not able to issue the Building Completion Certificate, the homeowner will be notified. Monthly construction fees will only stop once a Completion Certificate has been issued.

19.2 The refundable building deposit will be held by the HOA and shall be refunded to the homeowner once all obligations have been met. The whole or part of

the deposit may be used to defray the HOA's expenses in reinstating public buildings, roads, open spaces and parklands and adjoining erven where the building contractor failed to:.

- Replant grass or trees damaged through building activities;
- Remove rubble or rubbish left on the buildings or adjoining erven;
- Repair any damaged street furniture, streetlights, litter bins benches, etc;
- Repair any damaged manhole covers and water meter covers;
- Repair any damaged kerbs or stormwater drains on the street side;
- Repair any damaged paving and clean concrete spilt on paved surfaces;
- Repair damaged water irrigation pipes or sprinklers; and
- Repair any cable or pipes damaged during excavation activities.

#### **ANNEXURES TO FOLLOW**