



**PEZULA**  
GOLF ESTATE  
**HOME OWNERS ASSOCIATION**

**CO/199/002020/08**

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**BUILDER / OWNER'S CODE OF CONDUCT CONTRACT**

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STAND / ERF NUMBER

OWNER / EMPLOYER'S NAME

BUILDING CONTRACTOR'S NAME

## 1. INTRODUCTION

The aim of the Code is to ensure a harmonious relationship between residential life and controlled building activities on Pezula Golf Estate (the Estate). The rules and regulations described below are intended to ensure that the quality of life of residents at Pezula Golf Estate is not unduly compromised by building operations, whilst allowing contractors to do their job.

The Code applies to all owners (the Owner) and contractors (the Contractor) and must be always adhered to during building operations, which include building new houses, any type of alteration or renovation, the building of retaining walls, paving installations, excavations, or landscape gardening.

The Code is supplementary to the National Building Regulations (SABS 0400) and Knysna Local Authority requirements. In the event of any discrepancy between them, the latter two shall take precedence.

Only NHBRC registered contractors will be allowed on the Estate.

A Building Control Officer (BCO) has been appointed by the Pezula Golf Estate Home Owners Association (PGEHOA) and is duly authorised to enforce the Code of Conduct.

Transgression of certain rules and regulations will result in a fine being imposed on the Contractor.

## 2. PRE-CONDITIONS

The following pre-conditions shall be complied with **before** any building operations commence on site: -

2.1 A site meeting between the Contractor and representatives of PGEHOA must take place at least two days prior to commencement of building.

### 2.2 New houses:

2.2.1 One year's Estate Levy must be paid in advance to the PGEHOA prior commencing of any building activities.

2.2.2 A pavement deposit of R10,000, payable to PGEHOA must accompany the building application form together with the approved Municipal plans. R5,000 of the deposit is non-refundable and will be used for general maintenance during and after construction.

**Existing houses:** For renovations, alterations, additions, etc. to existing houses, with a contract value of more than R10,000, a pavement deposit of 10% of contract value (max. R10,000) payable to PGEHOA, must accompany the application form.

The deposit is refundable without interest on completion of the building and the garden, after a final inspection of the construction area, the road and the pavement by the BCO. A refund of the deposit must be requested by email or fax and must be accompanied by a copy of the completion certificate issued by the local authorities. The deposit, or a portion thereof, may be withheld as compensation for damages caused by the Contractor's negligence during building operations to the road or the kerb. The Contractor assumes full responsibility for the erf on handover.

Owners please note that the pavement deposit is to be paid by the **Contractor** to:

Pezula Golf Estate Home Owners Association  
Investec  
Branch Code; 580105  
Account no; 10012061054.

2.3 The following documents must be handed in at the Building Control Office:

2.3.1 A copy of the set of Municipal Approved Plans;

2.3.2 A copy of the Environmental Disturbance (OSCAE) Permit;

2.3.3 Contractors are required to take all-risks and public liability insurance cover. Coverage should include lateral damage to neighbouring property where applicable. A copy of the insurance document must be handed in as proof that this has been done;

2.3.4 A copy of the Contractor's NHBRC registration and the Project Enrolment Certificate;

2.3.5 A copy of the Department of Labour Construction Notification document;

- 2.3.6 A copy of the Builder/Owner's Code of Conduct Contract, duly signed by both the **Owner** and the **Contractor**.
- 2.4 **Vegetation Search and Rescue:** Before clearing of the site begins, a clearance certificate must be obtained from the BCO. This is to ensure that any endangered species on the site are rescued before work commences. Breach of this rule will result in all operations being stopped. Work will not be allowed to continue until the BCO is satisfied that the plant rescue operation has been properly completed. Non-compliance with this rule will incur a fine of between R500 and R5,000.
- 2.5 **Protection of Surrounding Fynbos and Privacy of Neighbouring Properties:** A contractor must screen the building site on three sides (excluding road side) with 1.5m high 40% green shade cloth. The shade cloth must be properly fixed to wooden frames, 1.5 x 3.0m (max). The frames must be fixed to wooden/steel poles which should be firmly anchored to withstand strong winds. The shade cloth fence must be always maintained and kept tidy for the duration of the contract and until the painter and the landscape contractor have completed their contracts.
- During periods of inactivity (> 7 days), the front section of the building site must be closed with shade cloth to the same standard as the other three sides.
- The Contractor will not be permitted to start building activities until the shade cloth has been erected and approved by the BCO. A fine of R1,000 will be imposed should the shade cloth not be present at any time throughout the duration of the contract or R500 should the shade cloth not be maintained in a good condition and after notification by the BCO.
- 2.6 **Access Control:** PGEHOA shall at any time be entitled to impose controls regarding access to the Estate and such security arrangements as it deems necessary. PGEHOA is required to give notice to the Contractor of any access control arrangements implemented. Should the Contractor fail to adhere to these security arrangements he will receive written notice to remedy his breach. Should he fail to do so, he will be refused access to the Estate and will have no claim against PGEHOA as a result.

### 3. RESPONSIBILITY

- 3.1 **Contractor's responsibility:** Contractors are at all times responsible for their sub-contractors and employees, guests, invitees and agents while on the Estate. The Contractor is also responsible for any person making deliveries to site. Any damages caused by his own employees, sub-contractors employed by him or vehicles delivering materials to his site, will make him liable for any damages that may occur within the Estate, including but not limited to, damage to kerbs, roads, street lights, distribution boxes, plants, irrigation or private property on the Estate. 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 PGEHOA in its sole and absolute discretion.
- 3.2 **Supervisor/Responsible Person:** At any time when a Contractor or sub-contractor is on a building site, there shall be a responsible person ("supervisor") in charge of the site. This may be the Contractor/sub-contractor himself, the foreman or an appointed responsible person. All supervisors (contractors, foremen and responsible persons) must be registered with the PGEHOA building office, and be in possession of a valid PGEHOA access permit. No more than two persons are to be registered as Supervisor. Permits are issued/renewable on an annual basis after participation in an induction course presented by the PGEHOA BCO. Permits will be issued at a cost established by the HOA annually. Should contract workers be found on site without the presence of a registered supervisor, security will escort them off the site and the Contractor will be fined R500 per incident.
- 3.3 **Security:** The Contractor must at all times adhere to the instructions of security personnel employed by the Estate.

#### 4. BUILDING ACTIVITIES

4.1 **Building period:** New houses must be completed within eighteen (18) months from start to finish. Starting will be from the first day clearance of the site commences until the day of handing over after final inspection by HOA and building inspector.

- An additional Six (6) months may be granted on special request.
- A fully motivated **written request** justifying the extension period must be submitted to the PGEHOA Architectural Design Committee for approval.
- Should the construction period exceed the allowable prescribed timeframe period of 24 months, the following penalties will be imposed and charged to the Homeowner's levy account: -
  - 25 to 30 months = (2) twice the monthly levy.
  - 31 to 36 months = (4) four times the monthly levy.
  - 37 to 42 months = (8) eight times the monthly levy.

The above-mentioned penalty structure will continue the same basis of redoubling every (6) months until completion.

4.2 **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. NO ACTIVITY is allowed on any adjacent erf without the written approval of PGEHOA management. Should a contractor need to enter an adjacent erf (including open stands!), to do or complete construction work on his site, a fully motivated written request should be submitted to PGEHOA prior to commencement of any activity. This arrangement includes work to be done on mutual boundary walls. A fine of R500 and stoppage of the building activities may be imposed until incidents have been resolved.

4.3 **Storage of Building Materials:** The Contractor must agree to the areas of storage of building materials with the BCO prior to commencement of building operations. **ONLY** building materials may be stored on site during the construction phase.

Materials may not be stored on any surrounding areas or the road surface area, unless prior permission is obtained from the BCO in writing. Permission shall be granted solely at the discretion of PGEHOA. Access to adjoining properties and driveways must be kept clear at all times. A fine of R500 will be imposed for each incident where materials are not stored correctly.

Storage of flammable material are not permitted.

4.4 **Storage Sheds/Huts:** No raw galvanised iron huts or roofs are allowed on site. The Contractor must make use of containers for offices and stores. These should be painted in an earth tone colour – white is not permitted. The Contractor will be instructed to remove any structure not complying with this standard immediately. The position of the container or store must be approved by the BCO.

4.5 **Signboards:** A Contractor's signboard must be erected on the building site at the Contractor's cost. This must conform to the Pezula Golf Estate's approved sample (an example is attached in Appendix 1). No company, supplier or sub-contractor's boards may be erected. Non-compliance will result in a R500 fine. The sign must be removed within 30 days of receipt of the PGEHOA Certificate of Completion.

4.6 **Personnel:** are to be transported to and from the Estate entrance or between areas in vehicles. They are not permitted to walk from one area to another, for example, from Residential Area 1 to Residential Area 2 or 3. Any member of the Contractor's staff who disobeys this regulation will be removed from site and the Contractor will be fined R500 per staff member per incident. A second offence will result in that staff member being barred from the Estate.

4.7 **Hours of Work:** Working hours on the Estate are as follows:

07h30 to 17h30 Monday to Friday from January to April and September to December each year.

and

08h00 to 17h30 Monday to Friday from May to August each year.

No work is permitted on Saturdays, Sundays, and Statutory Public Holidays or during the official builders' Christmas holidays (December shutdown) unless written permission is given by the Estate Manager to a written request. Contractors found to be working outside of these allocated times, will receive a fine of R1,000 plus R500 per person found working on site. The Estate Security will also escort personnel off the Estate. A second offence will result in being barred from the Estate.

- 4.8 **Registration and Access Permits:** All building contractors, sub-contractors, landscapers and maintenance contractors must register with the PGEHOA office as per "Registration and Access Procedure" as published on our website [[www.pezulagolfestatehoa.com](http://www.pezulagolfestatehoa.com)] under "Downloads and Notices". The Estate Manager may with reasonable cause withdraw registration cards and permits without prior warning.
- 4.9 **Accommodation:** **No** contractor is permitted to reside on the estate provided that he is a home owner and **No** temporary accommodation is permitted on site.  
Non-compliance will result in a fine of R1,000 per incident.
- 4.10 **Watchman:** No employees will be allowed to remain on site outside of permitted working hours, except for one pre-approved watchman per site supplied by the Pezula Golf Estate's Guarding Company. This arrangement must be confirmed and approved by the Estate Manager or BCO in writing. The Contractor will be liable for the cost. Breach of this rule will lead to a R500.00 fine being imposed.
- 4.11 **Ablution Facilities:** Contractors must make provision for temporary chemical toilets to be installed on each building site for their employees. There must be one toilet per 15 persons on site. No other type of temporary toilet is permitted on the Estate. All temporary toilets must be screened from view by a 1.8m barrier constructed from multiple 90% green shade cloth to prevent ANY TRANSPARENCY AND MAINTAINED for the contract duration. Shade cloths are to be anchored in such a way that these will not be lifted by strong winds. Use of Estate water-borne sewage systems is forbidden. The Contractor will be denied access to the Estate until such time as he complies with this regulation. A fine of R500 will be imposed for non-compliance of this rule. Any personnel found doing their toilet anywhere other than in the facility provided, will be permanently barred from the Estate.
- 4.12 **Boundary Pegs:** The Contractor is responsible for identifying and maintaining boundary pegs or beacons. Non-compliance will result in a fine of R500 plus the reinstatement charge by a land surveyor.
- 4.13 **Floor Levels:** Before building commences or any concrete is cast, the Contractor must set out the foundations for inspection and approval by PGEHOA and show the floor level(s) to the PGEHOA representative.
- 4.14 **Environmental Controls:** The Contractor and Owner acknowledge that Pezula Golf Estate is an environmentally sensitive development. The permit issued by Knysna Municipality must be available on site at all times and forms part of this contract. All environmental instructions from the BCO must be adhered to at all times, and non-compliance will result in a R500 fine.
- 4.15 **Adherence to Road Signs and Speeding:** A level of courteous driving and a maximum speed limit of 40 km/hour on all Estate roads must be always respected. Stop signs should be adhered to. Non-compliance will result in a R500 fine.
- 4.16 **Concrete Mixing:** No mixing of concrete or mortar is permitted on any road surface. Non-compliance will result in a fine of R1,000 per incident.
- 4.17 **Deliveries to Contractors:** No deliveries will be allowed on the Estate on Saturdays, Sundays or Public Holidays. Deliveries will be allowed on Mondays to Fridays from 08h00 to 16h00. The Contractor must ensure that all suppliers are aware of this regulation. Deliveries may only be made at the street frontage of the site. For the removal of material, plant and equipment, the same regulations apply. The Contractor will be fined between R500 and R4,000 for each incident that occurs outside of these times.
- 4.18 **Concrete Deliveries:** (Max of 5m<sup>3</sup> per ready mix truck). The delivery of concrete can potentially cause more damage to road surfaces and landscape vegetation than other supplies. It is therefore important that these deliveries are handled with particular care. Any spillage from concrete trucks onto road surfaces is to be swept and washed off with water before the concrete reaches its initial

set (including the Lagoon View Drive to the Estate). Aggregate is to be removed from all road surfaces. Please note that washing off of any ready mix or any vehicle is not permitted within the confines of the Pezula Golf Estate. The same late delivery rules as set out in paragraph 4.15 are applicable to concrete deliveries – late deliveries will not be allowed on the Estate unless permission is received from the BCO timeously. Note that no access is allowed over neighbouring properties. Damage caused by these deliveries will lead to a fine of R1,000 per incident.

- 4.19 **Litter/Waste Material:** There is no area on the Estate to dump soil, spoil material, rubble or litter. No combustible materials may be burnt on the Estate. The building site is to be kept free of rubble and other waste materials by removing it on a regular weekly basis.

Food waste is to be placed in proper waste containers and not be allowed lying around or outside the building site.

Empty cement bags must be secured daily and removed as soon as possible (bi-weekly basis). The Contractor is expected to practise good housekeeping by keeping the appearance of his building site neat and tidy at all times. Failure to do so will result in an outside Contractor being appointed by the BCO to remove the waste material at the cost of the Contractor. The Contractor will be denied access to the Estate until the costs have been paid. Non-compliance of good housekeeping will lead to a fine of R500 being imposed per incident.

- 4.20 **Fires:** No fires – whether open or in a drum – will be allowed on any part of the Estate including the building site. The Contractor will be fined R2,000 for non-compliance and both the Contractor and the Owner will be held responsible for any damage resulting from this non-compliance.

- 4.21 **Erosion Control:** The Contractor shall be held responsible for protection against wash away and erosion damage throughout the duration of the building operations and shall take whatever measures are necessary to provide storm water control. These measures shall include but not be limited to:

- cut off trenches
- topsoil berms
- silt settlement traps and fences
- restoration of topsoil and vegetation and mulching of exposed surfaces
- temporary gabions

- 4.22 **Storm Water Control:**

- Storm water from privately owned property should be channelled onto streets where possible.
- No owner may permit storm water to be dammed or concentrated in such a manner that it creates a threat to another property.
- If Council is of the opinion that a property or any portion of a development, is not being satisfactorily maintained as a result of damage from the storm water run-off, Council shall be entitled to undertake such maintenance work at the cost of the registered owner after due notice to such registered owner.

Failure to provide and maintain adequate protective measures will entitle the BCO to employ an outside contractor to rectify the situation at the cost of the Contractor – and a fine of R1,000 – R10,000 will be imposed.

- 4.23 **Noise and Dust Control:** The Contractor shall contain noise and dust levels as far as possible during construction activities and familiarise himself with, and adhere to, any local by-laws and regulations regarding the generation of noise and dust. Non-compliance will result in a fine of R500.

- 4.24 **General Control:** Contractors must ensure that the road in front of their building site is AT ALL TIMES swept clean. This is to minimise damage and protect the road surface. Contractors must ensure that kerbs and sidewalks in front of their building site are adequately protected from damage by building operations. Scaffolding materials must be stored in an orderly fashion, within the bounds of the site. The Owner will be held financially and legally responsible for damage to road surfaces and kerbs caused by his Contractor. Any damages must be repaired to the satisfaction of the BCO.

- 4.25 **Alterations or Modifications to Existing Homes / Landscaping / Pool Contracts:** These activities are usually contracted directly with the Owner who is responsible for ensuring that all Contractors register with the PGEHOA BCO before commencing work.

**5. BUILDING CONTROLS**

- 5.1 **Building Plans:** The building contractor must ensure that a copy of the signed approved building plans is available on site at all times for inspection by the PGEHOA representative.
- 5.2 **Deviation from Approved Plans.** It is the Owner’s responsibility to clear any deviation from the Pezula Golf Estate/Municipal approved plans with the Pezula Golf Estate Architectural Review committee in writing, prior to them being implemented, A fine of R10,000 and stoppage of work on the site may be imposed until the deviation has been resolved. (Ref MOI clause 5.6).
- 5.3 **Advertising.** Neither the Contractor nor his sub-contractor may erect any advertising material on the Estate.
- 5.4 **Breaches.** In the event of any breaches of the Builder’s Code of Conduct or Estate Rules the Contractor or Owner may be subject to a fine as determined by PGEHOA but no less than R500 per offence committed, or any other sanction that PGEHOA sees fit to impose. Such other sanctions may include, but shall not be limited to, orders to halt building activities. Any such action will be at the sole and absolute discretion of HOA.
- 5.5 **Roof Height:** A signed certificate by a recognised professional land surveyor is to be provided at the Contractor/Owner’s cost confirming that all built roof heights adhere to the approved drawings, prior to the installation of roof coverings. A fine of R5,000 and stoppage of the building activities may be imposed until any deviations have been resolved.
- 5.6 **Completion Certificate:** A signed completion certificate by PGEHOA confirming that the home has been constructed in terms of the approved drawings prior to occupation being taken, is required. A fine of R10,000 and prevention of occupation may be imposed until any deviation has been resolved.

Gardens should be completed within 3 months after completion of construction and Builder’s deposits will not be returned until the garden is complete and tidy.

**6. ACCEPTANCE OF THIS CODE OF CONDUCT**

The Owner and the Contractor hereby accept this Code of Conduct. The Pezula Golf Estate Home Owners Association is hereby authorised to impose the measures noted above including raising fines at the cost of the Contractor or Owner.

The Owner and the Contractor hereby indemnify the Pezula Golf Estate Home Owners Association and its Agents, Employees and Contractors against any costs or damages whatsoever arising from action taken by the Building Control Officer in the implementation of this Code.

**7. CONTRACTOR’S DETAILS AND DOMICILIUM**

Contractor: .....

Contact Person: .....

Physical Address: .....

Postal Address: .....

E-mail address: .....

Telephone No: .....

Fax No: .....

Cell Phone No: .....

**8. OWNER / EMPLOYER’S DETAILS AND DOMICILIUM**

Owner/Employer: .....

Contact Person: .....

Initials    Owner        :

                 Contractor    :

                 PGEHOA        :

Physical Address: .....

Postal Address: .....

E-mail address: .....

Telephone No: .....

Fax No: .....

Cell Phone No: .....

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

Bank: .....

Branch: .....

Branch Code: .....

Account Name: .....

Account Number: .....

Account Type: .....

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

**10. CONSTRUCTION PERIOD**

The estimated time period of construction is as follows:

Start date of construction: \_\_\_\_\_

Planned date of completion: \_\_\_\_\_

**11. SIGNATURES**

**Signed at** \_\_\_\_\_ **on the** \_\_\_\_\_ **day of** \_\_\_\_\_ **201\_**

\_\_\_\_\_

**For and on behalf of the Contractor**

**Signed at** \_\_\_\_\_ **on the** \_\_\_\_\_ **day of** \_\_\_\_\_ **201\_**

\_\_\_\_\_

**For and on behalf of the Owner/Employer**



**Appendix 1**

**Contractor's Board:**

**Size: 900 x 900 mm**



**Colors for:**

Logo:                      As per Pezula Golf Estate logo

Background colour:      Black

Lettering:                 Gold

Border Trim:              Gold

## Appendix 2

### **Builder's Checklist & Procedures**

**Before any construction** is done on site the following must be complied with in full: -

#### To be handed in at the Building Control Office:

1. Copy of Municipal Approved Plans
2. Copy of Environmental Disturbance Permit
3. Signed copy of PGEHOA Builder's Code of Conduct
4. Cheque payment of R10,000 deposit made out to: Pezula Golf Estate Home Owners Association
5. Copy of Insurance Policy. (Refer to paragraph 2.3.3).
6. Copy of a valid NHBRC Registration and the Project Enrolment certificate.
7. Signed list of personnel and sub-contractors to be employed on the project.

#### Site Measures

1. Municipal water connection
2. Electrical, Telcom and sewer connections to be identified
3. Chemical toilet (fenced in as set out in paragraph 4.9)
4. Limits of retained approved fynbos area to be fenced off (no go area)
5. Silt fences erected on three sides (to be signed off by the BCO)
6. Plant Search and Rescue document issued by the BCO
7. Storage container/s positioned (refer to paragraph 4.2)
8. Top soil - top 150mm - storage area demarcated
9. Site Contractor's board erected
10. Excavation plan to be submitted for approval by the BCO

#### On site

1. Rock facing material to be approved for color (white rock not permitted).
2. External paint color patch to be signed off by Review Committee.
3. Position of Air conditioners to be indicated on approved plans, 1m from the ground.
4. Position of Geysers/Water cylinders to be indicated on approved plans.
5. Position of Generators to be indicated on approved plans.
6. Position of Gas bottles to be indicated on approved plans.
7. Position and color of solar panels to be signed off by Review Committee.  
- (Solar heater pipes may not be exposed on walls and roof).
8. Rim flow of pool to be consistent in color to house color.
9. Satellite dish position to be approved by Review Committee - as unobtrusive as possible to neighboring properties.
10. Any changes to approved plans to be forwarded to the Pezula Golf Estate's Architectural Design Review Committee before implementation.
11. Provision of land surveyor's certificate confirming roof heights within tolerance as per approved drawings.
12. Provision of PGEHOA Certificate of Completion in terms of approved drawings prior to occupation of residence by Owner.

### **Checklist During construction.**

The following must be complied with the approved plans in full: -

1. Silt fences erected on three sides must be maintained in good order.
2. Storage containers must be neat and tidy.
3. Only building material may be stored on site.
4. No flammable material may be stored.
5. Air conditioning units and piping are to be concealed and 1m from the ground.
6. Geysers/Water cylinders are to be concealed within the roof space (or building structure) and not be visible from general view.
7. Gas bottles are to be housed in suitably ventilated enclosures and not be visible from general view.

8. Generators are to be concealed within a built-up area and be made sound proof to avoid any disturbance to neighbours.
9. Swimming pool and water feature filtration plants and pumps to be concealed and placed in an area to minimise disturbance to neighbours.
10. Position and color of solar panels to be as per approved plans.
  - (Solar heater pipes may not be exposed on walls and roof).
11. Rim flow of pool to be consistent in color to house color.