

DOCUMENT 2

Attachments:  
Annexure A  
Annexure B  
Annexure C  
Annexure D

**CONTRACTOR'S CODE OF CONDUCT**

**E L A W I N I**

LUXURY RESIDENTIAL ESTATE

EST 2007

<b>STAND:</b>
<b>STREET:</b>
<b>OWNER:</b>
<b>ARCHITECT:</b>
<b>STRUCTURAL ENGINEER:</b>
<b>PRINCIPAL CONTRACTOR:</b>

- A copy of this signed/initialed document must be insert into the site safety file as indicated on Index
- Revised July 2019

Please Initial

Entered into between

**ELAWINI HOME OWNERS ASSOCIATION (ELAWINI LUXURY RESIDENTIAL ESTATE)**

(An Association Incorporated in terms of Section 21)

("the Association")

and

---

("the Employer/Owner

and

---

("the Contractor")

(Jointly hereinafter referred to as "the Parties")

**Introduction**

- A. The Contractor is a builder/Contractor appointed by the Owner ("the Employer") of an erf in Elawini Luxury Residential Estate ("the Estate") for the purposes of constructing a dwelling house and outbuildings or doing an alteration or addition ("the works") on the Employer's erf in the Estate.
- B. The parties acknowledge that the Estate has unique qualities and that in order to maintain the aesthetics, standards, general appearance and security arrangements on the Estate, the parties agree to assist each other and to adhere to rules and regulations as determined by the Association from time to time which the parties acknowledge are in their best interests and in the best interests of the Estate as a whole.
- C. The Owner/Employer, the Architect, the Estate Manager and the Contractor are to sign the Builder's Code of Conduct Agreement with the Home Owner's Association prior to commencing with the works. It is therefore agreed that Estate Management and their appointed Building Controller will be permitted free and unfettered access to carry out regular inspections on the property.
- D. The Owner/Employer and Contractor confirm that they have a full and comprehensive understanding of the Aesthetic Design Manual.
- E. The Owner/Employer and Contractor are to note that in terms of this agreement and annexures attached hereto the Home Owners Association and Estate management will not assume any responsibility for quality of workmanship or materials utilized in the construction of the improvements.

## Agreement

### 1. Date of Commencement of Construction and Duration

#### 1.1 Commencement:

The date of commencement of construction of the works shall be deemed the day of 'breaking ground'.

#### 1.2 Site Inspection:

Prior to any work commencing on site the Owner and Contractor shall meet with the Estate Manager or his representative to inspect the condition and state of the infrastructure (including but not limited to roads, kerbs, water, sewer, electrical connections and verge landscaping) in the vicinity of the erf. Photographic evidence of relevant items will be recorded at the site inspection by the Estate Manager or his representative and filed for reference at the final completion date being the date of issuing the Certificate of Occupation.

The Owner, Contractor and Estate Management are required to inspect the 'As Built' plans of the bulk services infrastructure in order to acquaint themselves with the exact location of water, electrical, sewer, fibre sleeves, roads and storm water services installed prior to the commencement of site establishment in order to ensure that no damage is caused to these existing services.

#### 1.3 Duration of Construction:

In order to reduce inconvenience to neighbours and unsightliness on the Estate for the benefit of all home Owners, construction must commence within 3 years from date of registration of transfer of Ownership and the construction works should be completed within 12 (twelve) months from the commencement date in 1.1 above. The completion date shall be deemed to be the date of issue of a 'Certificate of Occupation' by the local authority and the Elawini Luxury Residential Occupation Certificate, as well as a letter from the Owner's appointed Architect, advising the Owner that the building has been completed in accordance with the approved plans.

Occupation of the home is not permitted unless the Owner is able to produce the abovementioned confirmatory documents together with the documents listed in 8.3.

**Occupation prior to receipt of the EHOA Occupation Certificate will incur a R50 000.00 penalty.**

A 'Temporary Occupation Certificate' from the Mbombela Local Authority is not accepted as being proof that the home is complete and fit for occupation.

Additions and alterations to existing residential houses and outbuildings shall be completed within six months from the date of approval of the plans for such additions by the Aesthetics Committee of the Association. Similarly, a letter of confirmation that the alterations have been constructed in accordance with the approved plans must be obtained from Elawini Luxury Residential Estate Management to signify that the alterations are completed.

Owners should note that all the above-mentioned documents should be retained by the Owners for presentation to Elawini Luxury Residential Estate Management in the event of the property and improvements being sold to a 3rd party. The HOA will not issue a 'Clearance Certificate' for the property unless all documentation is provided by the Owners.

## 2. Discipline and Control of Labour:

- 2.1 The Contractor is responsible, at all times for the discipline and control of any labour or sub-contract labour on the works, and in addition, shall be liable for any loss or damage caused to any person or property on the Estate by any supplier of materials or any other person instructed or employed by the Contractor in respect of the works. The Contractor undertakes to ensure that any such supplier; sub-Contractor or employee fully appreciates and understands both the provisions of this agreement and any further rules and regulations that the Association may impose from time to time.
- 2.2 The Contractor and Employer acknowledge and undertake to adhere to the Aesthetic Design Manual and Plan Submission Procedures as formulated by the Association from time to time, or incorporated in this document or any further controls or instructions which may be implemented by the Association, from time to time.
- 2.3 The Contractor will be responsible for all sub-Contractors and others attending on site. In particular, and without limitation thereto, any damage caused by the Contractor's employees, sub-Contractors, delivery vehicles or any other person attending site at the instance of the Contractor or the Employer will be made good by the Contractor. Such damage includes but is not limited to damage of kerbs, roads, streetlights, distribution boxes, landscaping, existing trees, irrigation systems, fencing, bridges, street signage and furniture, gatehouse and security systems and/or any other private property in the immediate vicinity of the Erf or on the Estate.

## 3. Building Site Requirements

Prior to and at all times during the construction of the works, the Contractor shall: -

- 3.1 have a copy of the working drawings, approved plans and approved variation/deviation plans as per clause 4 below if applicable, of the works, as approved by the Association and the local authority in the Contractor's possession, which plans must be available at the site for inspection by the Association during normal working hours;
- 3.2 take note of the Aesthetic Design Manual in all respects and in particular those clauses and requirements relating to the concealment of, wash lines, plumbing and rainwater pipes, aerials and satellite dishes, geysers, solar heating panels, heat exchangers and legislated energy requirements. These requirements will be rigidly enforced.
- 3.3 that the Owner, Architect and Contractor agree that they have a full and comprehensive understanding of the Aesthetic Design Manual.
- 3.4 prior to the commencement of the construction of the works, provide proof to the Estate Manager of the Association that the Contractor has applied for and made the necessary municipal connections for the supply of water, electricity and sewer connections in accordance with Mbombela and Sembcorp Silulumanzi requirements;
- 3.5 prior to commencement of the construction works arrange for and provide a suitable and properly operational water-borne toilet on the site and ensure that the toilet is daily maintained in a neat, hygienic and working condition at all times.

No foreign matter such as cement bags, rags etc. may be flushed down toilets and an adequate supply of toilet paper must be available for use at all times. Should foreign

matter deposited be found to be the cause of sewer line blockages emanating from a

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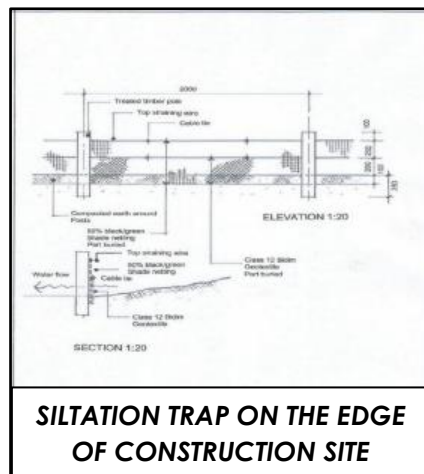
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specific building site by Council the Contractor responsible will be held responsible.

If the Association determines that the installation of a water-borne toilet is not feasible, the Association may consent to the installation of a chemical toilet instead of water-borne toilet as a temporary measure only until such time as the main connection is available.

The toilet is to be established and fully operational prior to the commencement of construction of the works and shall be screened from public view. The positioning of the toilet on the site should not face the street frontage or neighboring properties and is to be discussed and agreed with the Estate management. If the toilet is not screened timeously and to the satisfaction of the Association, it will be screened by the Association and the costs thereof will be debited against the Sidewalk Deposit. Toilets may not carry any advertising;

- 3.6 keep the site in an orderly and neat manner. The Contractor and Owner acknowledges that should the site not be kept in a neat and orderly manner the Association will negotiate with an alternative Contractor to remove all rubble and waste building materials and clear the site of same at the cost of the Owner. Such cost will either be debited to the Owners levy account or alternatively be deducted from the sidewalk deposit.
- 3.7 remove surplus soil as a result of over excavating and swimming pool excavations and any excess quantities of surplus soil from the site and the Estate. From time to time the Estate may have requirements for dumping certain classes of excess soil in certain areas. Contractor undertakes to contact the Estate Manager to agree on exact locations of dumping if available within the Estate;
- 3.8 remove and clear topsoil excavated from plots (approximately 300mm) and subsoil excavated from plots shall either be used in the landscaping of the garden of the Owner's stand or dumped at the demarcated point agreed by the Estate Manager. Any surplus material from site if required by the Association from excavations may be dumped as directed by the Estate Management. This also applies to rock excavated from plots which may be used in retaining walls, field drains, rock packing of slopes or planted rockeries and outcrops within the Estate. Should the Association not require the surplus filling or rock this should be removed from the Estate by the Contractor at their cost.
- 3.9 It is the responsibility of the Contractor to install a 'silt trap' in order to prevent run off of silt and debris from the site onto roadways or into the Nature areas with perennial streams and ponds on the Estate. Once completed this should be inspected by the HOA's Building Controller to ensure compliance in this regard. Contractor to take note of the sketch below.



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- 3.10 ensure that the site is neat and free of any litter or other unsightly waste or rubble material at all times.
- 3.11 not store any building material, rubble or soil on any adjacent property unless the Contractor has obtained the prior written consent of the Owner of such adjacent property and a copy thereof has been delivered to the Association. Should the Contractor obtain permission from the adjoining Owner the Contractor shall conceal the storage of materials within a suitable shade cloth barrier erected as outlined in 3.14 below. In addition, the Contractor shall be obliged to re-instate the adjacent property to its previous condition, after removal of the materials, to the reasonable satisfaction of the Estate Manager;
- 3.12 not load or off-load any material on or permit any persons employed on the site to interfere with any of the Association controlled common areas;
- 3.13 erect a standard size Contractor's board on the site; which board shall display the name and telephone number of the Contractor. Advertising of any kind i.e. For Sale, To Let, is not permissible on the Contractor's board. Boards are to be removed on completion of the building operations. No other advertising may be erected on the site;

Contractors board or sample of template can be obtained from **Total Signs, Andre Visser 076 473 5184.**

Erect the requisite Occupation and Health Safety warning sign 1,300 meters wide at the entrance to the construction site, indicating the following (Annexure 'A'):

- Construction company name.
- PPE requirements on site (note that should there be PPE icons on warning board not required on site, icons should be covered with tape.
- Name of First Aider or designated area to populate with information
- Name of Safety Officer or designated area to populate with information
- Name and contact number of (16. (2)) or designated area to populate with information
- Four step safety info
- No entry notification

- 3.14 professionally erect a 'Dark Green' 80% shade cloth screen, of a minimum of 1.8 meters in height around the perimeter of the site, in order to screen off the building activities from other public areas as a temporary protection screen. The screen is to be erected in a professional manner with horizontal supports (either timber or taught wire) between the upright support poles which are to be securely erected with a 'weak mix' of concrete in the ground, and shade cloth pulled taught in order to avoid ANY 'sagging' of the cloth between the supports. Shade cloth to be maintained in this condition for the duration of the full project period. Access to the site should be via a formal 'farm style' temporary gate covered with shade cloth. Shade cloth merely unsupported will not be accepted. This use of second hand shade cloth will not be permitted.

For safety reasons it is incumbent upon the Contractor and Owner to ensure that the site is fully closed off and the gates locked after week day working hours and on weekends to prevent any access by other Owners, their family, guests and domestic staff.

Should the site abut a nature area the shade cloth screen must be erected along the entire length of the intermediate boundary with the nature area.

During construction, potentially polluted storm water runoff must be collected, filtered

and released in a controlled manner not to cause site erosion. Cement effluent will not be permitted to pollute the existing services, roads, adjacent sites or open spaces. These measures can be combined with shade net screen around site or rock outcrops in order to protect same. (See clause 3.9 & 3.14 above.)

Should the Contractor agree with an Owner to store materials on the adjoining site (See clause 3.11 above) a shade cloth screen will also be required to conceal same.

3.15 erect a builder's hut of a design and construction approved by the Association and which is as aesthetically pleasing as possible. Should the hut be rented it may display one company advertising board i.e. "Rent-a-Shed" or similar. The condition of this advertising must be good and the Estate Manager reserves the right to request that inferior signage must be covered. In addition, the Contractor shall agree with the location of the builder's hut and the position of the toilet referred to in clause 3.11 hereof with Estate management before erection of same.

3.16 General site requirements are as follows: -

- 3.16.1 a closed off area or space where workers can change and store clothes and food stuffs;
- 3.16.2 no fires are permitted;
- 3.16.3 a screened toilet and wash up area;
- 3.16.4 placing a large 210 lt drum or similar means of containment on site for the depositing of all builders' refuse i.e. papers, tins, etc.;
- 3.16.5 practice vermin control with eco-friendly poisons ONLY on the site at ALL times to keep the site free from vermin infestation.
- 3.16.6 In order to adhere to common safety standards and regulations no double stacking of bricks will be permitted on either: -
- 3.16.7 the building site; and/or
- 3.16.8 the sidewalk, without prior permission from the Estate Manager.

3.17 The Contractor should fully acquaint themselves of all infrastructure services on and in close proximity to the site prior to site establishment in order to avoid ANY damage to existing services. Any damage caused thereto and rectification of same would be for the Contractor and Owners account. Details of these services are available from the Estate office.

#### **4 Variation of Approved Building Plans**

4.1 The parties acknowledge that the Association will enforce compliance with the Aesthetic Design Manual, Plan Submission Procedures and the instructions as contained in this document and any other instructions and regulations in respect of the construction of any works on the Estate. Should the Contractor or any sub-Contractor responsible to the Contractor receive instructions from the architect or the Owner to deviate from the plans approved by the Association, the Contractor shall immediately advise the Association's Building Controller in writing, of the nature and details of the deviation so as to permit the Association the opportunity to consider the deviation or the deviation plan in the light of the Association's requirements.

The Contractor is not permitted to commence the construction of any deviation in the works until the Association has consented thereto in writing or until a revised deviation plan is approved in writing.

Failure to remedy the above within five (5) working days of notice of the deviation will result in stopping all works, the suspension of access cards and the imposition of fines until the works have been approved by the Aesthetics Committee of the Association.

4.2 The Contractor and Employer are to ensure that a copy of the 'Approved Plans' are available for inspection by the Project Architect, Building Inspector, or Estate Manager which must be kept in the Contractor's site office for the full duration of the construction period. Copies of any amended or deviation plans approved by the Association must also be retained on site for the duration of the construction period.

## 5 Access Control, Security and Hours of Work

Glovent Community Management System and Glovent Visitor Management System.

All Owners and Principle Contractors are required to be registered on the Glovent CMS and VMS portal. Owners register as the Main Member and Contractors as an Additional Member. In so doing, the Owner takes accountability of the Contractor, both parties receive communications such as water or electrical disruptions and may invite subcontractors via the Glovent Visitor App to their stand.

5.1 The parties acknowledge that the control of access to and from the Estate is critical to the proper functioning of the security arrangements on the Estate. Prior to the commencement of any work on site the Contractor shall comply in ALL respects to the requirements of the procedures as outlined in the Contractors Security Operational Procedures (SOP) document. Copy of the procedures for Contractors may be obtained from the Association.

All Contractors' personnel and all sub-Contractors may have to undergo the necessary crime audits which are conducted in consultation with the South African Police Services prior to being granted access to the Estate. The Security Provider of the Estate at the time will be responsible for the issue of these clearance certificates.

5.2 No personnel will be permitted to walk from the Security Gatehouse to the construction site/erf on which they are contracted to build on. All personnel shall be transported to their place of work by vehicle.

No personnel will be permitted to 'loiter' in close proximity to the Estate entrance gates and should be directed to the appropriate 'holding drop zone' area and thereafter transported to the construction site.

Planned times for the collection of labour is to be coordinated by the Contractor with personnel to avoid unnecessary loitering around the Estate entrances.

In the event that the Association's rules and regulations with regard to access and security is not being adhered to by the Contractor and after the Contractor has received written notice in terms of clause 6, to rectify its failure to adhere to the rules, the Association shall be entitled to refuse the Contractor, its sub-Contractors, employees or invitees access to the Estate.

5.3 Access Control and Speed Restriction:

5.3.1 The access control arrangements may be varied at the sole discretion of the Association from time to time, and on reasonable notice to the Employer or Contractor. No access will be permitted to any Contractors or sub-Contractors personnel unless registration has been carried out in terms of the SOP. Arrangements are to be made by prior appointment at least 5 working days before commencement of the works with the Estate Security Supervisor.

5.3.2 Contractor's attention is drawn to the strict adherence of the 40 Km speed limit and 20 Km for all trucks over 3 tons. All traffic signage including stop streets



and pedestrian crossings are to be observed and strictly adhered to in all respects.

- 5.3.3 No personnel will be permitted to reside on the Estate. All construction personnel are to leave the Estate and the end of each working day.

#### 5.4 Hours of work, Noise pollution and deliveries

##### 5.4.1 Hours of work

**Weekdays:** 07:00 to 17:00

**Saturdays:** 07:00 to 13:00

**Sundays or Public Holidays:** No works are permitted.

In the event that these times are not adhered to, the Estate will issue a penalty in accordance with Annexure 'D'. Any further breaches will result in the Contractor being prohibited from working on any future Saturdays.

No workers or labour or any night watchmen are permitted on the Estate after working hours.

Should a Contractor be in the process of pouring a concrete slab (week days only) and additional time is required outside of the working hours stipulated, special permission may be obtained from the Estate Manager. Permission will only be granted if the situation is essential.

Home Owners may elect to attend to minor home repairs and maintenance on weekends provided that noise is kept to a minimum to reduce inconvenience to neighboring and other properties within the Estate.

##### 5.4.2 Deliveries

No deliveries will be allowed outside of the hours of work as referred to in 5.4.1 above. Deliveries must be scheduled for between 07H00 and 16H00 on weekdays only. No deliveries are permitted on weekends or public holidays.

Only authorised vehicles will be allowed into the Estate. There is a load restriction of six (6) ton per axle and the vehicle may be submitted to axle load testing by the EHOA prior to being allowed entry. Except for roof truss deliveries, no articulated vehicles are permitted in the Estate, unless by prior authorization of the EHOA.

- 5.4.3 It is the obligation of the Contractor to notify his suppliers hereof and the EHOA shall not entertain any claims of loss or damages in this regard.

- 5.4.4 The Contractor shall be responsible for registration of ALL employees with the Estate Security before access will be permitted. The Contractor shall advise employees that SA Police Clearance audits may be undertaken once the prescribed fee and completed documentation has been received. Contractors and employees failing to adhere to these rules will be evicted from the Estate. All contracted labour and or sub-Contractors are required to adhere to the same registration and security procedures pertaining to the Association which procedures may be amended from time to time.

- 5.5 No Contractor or delivery vehicles are permitted to be washed or cleaned on the Estate. Any spillage of oil, concrete or other substances from any vehicle must be cleaned by the Contractors responsible for same.
- 5.6 Nothing in this agreement shall be construed as a warranty of the security of any person or property on the Estate, the Association making no such warranty whatsoever.

## 6 Regulatory Labour, Safety Standards & Compliance

- 6.1 In the interests of safety of all persons or Contractors, their sub-Contractors and any emerging Contractors employed within the Estate are required to adhere to the National Workmen's Compensation Act, National Building Regulations and Occupational Health and Safety Standards in accordance with government legislation.

Accordingly, all Contractors, their sub-Contractors and any emerging Contractors are also to provide a copy of a letter of Good Standing from the Compensation Commissioner of the Department of Labour.

- 6.2 In accordance with Government Legislation (Occupational Health and Safety Act 85 of 1993 and the Construction Regulations promulgated thereunder), the Owner/client must ensure that the Principal Contractor and all sub-Contractors strictly comply with the Health and Safety requirements during the scope of works being carried out on site.

*The Construction Regulation 5(1)(o) states the following:*

*The Client/Owner and or their appointed 'competent person' and their appointed Principal Contractor must ensure that periodic health and safety audits and document verification is conducted at intervals mutually agreed upon between the Principal Contractor and any other Contractor employed on the site, but at least once every 30 days.*

It is recorded that SecuriSafe Consultants (PTY) Ltd have been appointed by Estate Management to ensure that Elawini Luxury Residential Estate is fully compliant with the Occupational Health and Safety Act 85 of 1993. (OHS Act) with the necessary Health and Safety audits being carried out at least every 30 days.

The Principal Contractor is required to maintain a minimum pass rate of 85% for the duration of the contract. In addition to the monthly audits and continuous update of the safety file during the construction process it is important for the Contractor and Owner to have the 'final' audit concluded to record any incidents that may have occurred.

The Owner/principal Contractor must also ensure that all sub-Contractors are appointed in writing and all Health and Safety regulations are being adhered to.

In the case of non-compliance, Elawini HOA will have no alternative but to advise the Owner of the site of any works being non-compliant in terms of legislation. The full responsibility and liability vests with the Owner and the appointed 'competent person' as to the site being non-compliant and is therefore personally at risk should any unforeseen accidents or injury to persons occur.

By virtue of Section 8(2)(g) of the Occupational Health and Safety Act the Home Owners Association and their management team are obliged to take all necessary measures to ensure that the requirements of the Act are fully complied with by every person in their employment and on the Estate where to use of plant and or machinery is being utilized which steps include and are not limited to: -

- i. Report any non-compliance to the Department.
- ii. To advise the Owner that all building activities should cease with immediate effect until the non-conformances have been rectified.
- iii. To only allow building works to continue once proof of rectification can be provided to the Health and Safety professionals appointed by Home Owners Association.

Accordingly, and in the case of any site being non-compliant Owners should note that the Estate is duty bound to advise the necessary authorities. Owners should note that this is a precautionary measure to prevent possible injuries and legal liability to the Home Owner and their Contractors.

Owners should note that the Principal Contractor must make provision for Health and Safety cost as per the Construction Regulation 5(1)(g)

The Client/Owner is to ensure that potential Principal Contractors and any specialist Sub-Contractors submitting tenders have made adequate provision for the cost of Health and Safety measures to be implemented.

Owners and their Principle Contractors are therefore required to sign the attached letter Marked "Document 1"; Annexure '1&2' and duly complete Annexure '3' and submit same to the Department of Labour at least 7 days prior to commencement of any works on site.

6.3 In addition to the above ALL Contractors are required to be registered affiliated members of the National Home Builders Registration Council with ALL fees paid up to date in terms of membership.

6.4 Contractors are to note that registration with NHBRC is required on an annual basis. Should any Contractor's registration expire within the house construction period a new annual certificate must be provided before 15 days of the previous certificate's expiry.

#### 6.5 Blasting/Drilling

In the event that blasting or rock drilling is required, the following recommendation should be implemented:

- 6.5.1 The Contractor shall take all necessary precautions to prevent damage to special features and the general environment, which includes the removal of fly rock. Environmental damage caused by blasting / drilling shall be repaired at the Contractor's expense to the satisfaction of the Estate Manager.
- 6.5.2 No blasting may be done over weekends, adequate warning must be provided prior to all blasting to all site staff and neighbours. All clear signals must be clearly given.
- 6.5.3 The Estate Manager and all Elawini residents must be given five (5) working days' notice before blasting.
- 6.5.4 All necessary permits and documentation must be acquired and submitted to the Estate Manager. Elawini Management reserve the right to screen blasting Contractors to ensure the safety of all individuals on the Estate and the environment.

## 7 Landscaping, Protection of Trees and Wildlife

7.1 No person employed or sub-Contractor working for the Contractor may disturb, harm or destroy any animal, reptile or bird life or set any traps and snares within the Estate. In the event of this occurrence the Estate may evict the responsible persons and or Contractor with immediate effect.

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7.2 All Contractors, their employees and sub-Contractors must take care to protect all indigenous trees on their respective sites, sidewalks and common parkland areas. No damage to any trees outside the boundaries of the building site or within the confines of the road reserves is permitted. Special natural trees to be preserved on site shall be fenced off with shade netting 2m minimum away from the trunk and all storage of building materials and access excluded from the protected area.

7.3 In regard to clause 7.2 above the Contractor's attention is drawn to the clause contained within the ARC Guidelines which states as follows: -

'Architects are to ensure that the site is surveyed in detail to identify any salient features such as boulders, attractive rock outcrops and indigenous trees with trunks in excess of 300 mm girth. Designs should retain all above natural features on each site. In the event that a tree or large rock is compromising or critically affecting the design due to being centrally located the Owner will need to obtain permission from Estate Management prior to any removal of same features being granted.'

7.4 All Owners are obliged to commence with landscaping of their garden prior to requesting an occupation inspection from the Aesthetics Committee.

## 8 General Management, Adherence & Co-operation

In order to assist the Owner, their professional team and the Contractor, the attached 'Construction Control Document's marked Annexure 'B & Annexure C', with milestone intervals A, B and C, shall be reviewed by the parties on a regular basis with the Estate Management and/or the Building Controller.

The Association's Building Controller, Estate Management, and the Estate's Occupation Health and Safety (OHS) representatives shall be permitted access to the property and site at any time to carry out the required necessary inspections to ensure adherence to approved plans, Estate rules and regulations and is being complied with as follows: -

### 8.1 Site Handover:

Prior to commencement of the works on site a handover meeting shall be convened with the parties and Estate management in order to ensure that all items as listed for this milestone have been attended to and in order.

### 8.2 Construction Period:

In order to assist the parties, the Building Controller and or the Estate management will visit the site to inspect the works during the construction period at least 5 times or more if necessary to ensure adherence to the approved plans and regulations. All parties are required to communicate and consult with one another during this period to resolve and assist with any construction problems encountered. It is incumbent upon the Association to forward copies of all site inspections to the Owner by email and hard copies presented to the responsible person on site.

The parties are to note that should all documentation and information required not be available at the time of any inspections being carried out, including, but not limited to, a site safety file as required by the OHS Act, and additional inspections are necessary the Owner will need to compensate the Estate for the cost of the additional inspections.

In the event of a building or any other transgression during the construction period the

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Association will give written notice to the Owner and Contractor to rectify same within five (5) working days. Should the transgression not be rectified within the 5-day period the Estate will be entitled to issue a penalty to the responsible party in accordance with and as outlined in Annexure 'D' as attached hereto. Should any transgression of a serious nature which effects the structure and or site works become apparent the Association has the right to implement the stoppage of all works on site with twenty-four (24) hours' notice being issued to the Owner and Contractor.

Owners and their Contractor are to note that any required site visits by the HOA building inspector after expiry of the 12-month building deadline will be for the cost of the Owner – such payments to the inspector will be charged against the Sidewalk Deposit.

Paint selection is to be in accordance with the Aesthetic Design Manual. A white background should be painted on a wall with numbered colours indicating which are preferred as the main colour and which are preferred for the trimming colours. Failing to comply with the approved colours will require that the house is repainted and may result in a penalty.

### 8.3 Completion & Occupation:

Prior to completion and occupation, the parties will advise Estate management and Building Controller of the intended completion date and arrange for an inspection with Mbombela Building Inspector. Should all items as listed in Annexure 'C' be provided, the home completed in accordance with the approved plans and the Occupation Certificate issued by Mbombela the association will provide an Estate 'Occupation Certificate'.

The Owners and parties are to note that occupation is NOT permitted with a 'Temporary Occupation Certificate' as is from time to time provided by the Mbombela Local Authority.

The appointed 'competent person' appointed by the client must confirm that the building has been constructed in accordance with the approved plans and specifications according to the National Building Regulations & Building Standards ACT, 1977 (SANS 10400-A:2010) Section A Regulations, including, inter alia, various sections of forms – inclusive of: -

1. Surveyor certificate
2. Engineer completion certificate
3. Glazing certificate
4. Roof engineers' certificate
5. Certificate of Compliance (COC) – Electrical
6. Certificate of Compliance (COC) – Gas
7. Sembcorp drainage certificate.

The Estate certificate will not be issued should levies/penalties not be paid up to date.

## 9 Breach

In the event the Owner, architect, Contractor or employees of the Contractor breaching any of the provisions of this agreement or any other rules, regulations, instructions or resolutions of the Association, the Association shall give such party five (5) working days' notice in writing delivered by fax, email or by hand, to remedy the breach, failing which the Association shall be entitled to:

- 9.1 deny such party, its Contractors or sub-Contractors, employees or invitees' access to the Estate; and/or

9.2 suspend this agreement by notice in writing to "the parties", in which event the Owner shall not be entitled to continue construction of the works. The Association may elect to meet with the relevant parties in an effort to obtain undertakings from them to abide by the terms and conditions of this agreement. In such an event the Association may, in its discretion, reinstate this agreement but only in respect of the completion of the works. Until the agreement is reinstated, the construction of the works may not continue and shall cease. In the event of the agreement being suspended and reinstated in terms of this clause and 8B above, the Contractor shall be entitled to complete the works but shall not automatically be permitted to construct any further work on the Estate; and/or

9.3 cancel this agreement by notice in writing to the parties, in which event the Owner shall not be entitled to continue construction of the works.

9.4 In the event of an occurrence whereby the Owner, Contactor (or one of the sub-Contractors or suppliers) has blatantly breached or transgressed the terms of this agreement in any manner the Estate Management and Directors of the Home Owners Association will be entitled to issue a spot fine of minimum of R1 500.00 (One thousand five hundred rand) per day or such increased sum as determined by them depending upon the severity of the transgression. Such fine is to be paid to the HOA within 24 hours in order to avoid suspension of access to the Estate to enable construction to continue. Implementation of the fine will be communicated by either facsimile, email or in hard copy to the property.

**10. Employer's Details and Domicilum**

Owner/Employer: .....

Physical Address: .....

.....

Postal Address: .....

.....

..... Code.....

Landline No: .....

Mobile No: .....

E-Mail: .....

Please Initial

**11. Contractor's Details and Dominion**

Name of Company: .....

Physical Address: .....

.....

Postal Address: .....

.....

..... Code.....

Landline No: .....

Mobile No: .....

E-Mail: .....

**Site Supervisor** or responsible person (this number must be available 24 hours a day)

Landline number: .....

Mobile Number: .....

**12. The Employer's Responsibility**

By its signature to this agreement, the Employer agrees to co-operate fully with the Contractor and with the Association to ensure that the spirit of and terms and conditions of this agreement and any rules and instructions imposed by the Association are fully complied with. The Employer accepts acknowledges that it has nominated and employed the Contractor and that the Employer is jointly and severally responsible to ensure that the Contractor complies with the terms of this agreement, the Architectural Design Manual and any other rules, regulations, safety legislation as required by the Association.

**13. Fees and Deposits**

Sidewalk Deposit

In order to ensure fulfilment of the terms and conditions hereof the contractor and/or Owner is required to pay R10 000.00 (ten thousand Rand) to the HOA as a Sidewalk Deposit. In the event that any breach or damage is caused to the Estate, the infrastructure (kerbs, road surfaces, water mains, fire hydrants, signage, lighting poles, trees or other) within the Estate or adjoining properties, the Association will be entitled to deduct the cost of rectification or restoration from the said deposit. R2400.00 (two thousand four hundred Rand) of the Sidewalk Deposit shall be refunded by the Association after 14 days of issuing the Occupation Certificate and once satisfied that the works have been completed according to the Approved Plans and a Certificate of Occupation has been issued by the Local Authority.

Additions and alterations require a R 5000.00 deposit of which R1000.00 is refundable subject to the above conditions.

- A copy of this signed/initialed document must be insert into the site safety file as indicated on Index
- Revised July 2019

Please Initial

## Fees

To the Association:

The initial plan approval fees of R3 500.00 (three thousand five hundred Rand) for the submission of plans to the Association will be paid to the appointed Professional Consultant who may be appointed as a substitute 'Project Architect' by the Association from time to time.

Any deviation to the original approved plan will be subject to an additional scrutiny fee of R1 000.00 (one thousand Rand) and the Owner will be responsible to pay this amount directly to the Project Professional Consultant prior to the plans being reviewed and approved or the works being implemented on site.

To the Local Authority: The Owner will pay the fees as prescribed by the relevant authority for the approval of the building plans by the Local Authority.

1. Signed at \_\_\_\_\_ on the day \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the **Association** As witness: \_\_\_\_\_

2. Signed at \_\_\_\_\_ on the day \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the '**Competent Person** As witness: \_\_\_\_\_

3. Signed at \_\_\_\_\_ on the day \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the **Contractor** As witness: \_\_\_\_\_

4. Signed at \_\_\_\_\_ on the day \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
**The Employer/Owner** As witness: \_\_\_\_\_

- A copy of this signed/initialled document must be insert into the site safety file as indicated on Index
- Revised July 2019

Please Initial