Shelley Point Home Owners' Association

CONSTRUCTION AGREEMENT

(HOA/OWNER/CONTRACTOR)

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CONSTRUCTION AGREEMENT

1. The Purpose and Status of the Construction Agreement

1.1 The purpose of the Construction Agreement is to inform all affected parties of the rules regarding construction activities on the Estate.

1.2 The provisions of this version of the Construction Agreement forms a material and integral part of the Permitting Agreement between the HOA, the Owner of an Erf or Unit Erf, and an Accredited Builder.

2. Interpretation and Definitions

2.1 Interpretation

2.1.1 The Table of Contents and clause headings are for convenience and shall be disregarded in the interpretation of this Agreement.

2.1.2 Unless the context clearly indicates a contrary intention:

- The singular shall include the plural, and *vice versa*;
- A reference to any one gender shall include other genders and all sexual orientations;
- A reference to natural persons includes legal persons and *vice versa*;
- Words and expressions defined in any sub-paragraph shall, for the purpose of the paragraph to which that sub-paragraph form's part and in subsequent paragraphs, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-paragraph;
- When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or proclaimed Public Holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;
- Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;
- If any provision of this Agreement is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof;
- If any provision in a definition is a substantive provision conferring rights, or imposing obligations on any party, then, notwithstanding that it is only in the definition paragraph of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- The Annexures to this Agreement are deemed to be incorporated in and form part of the Agreement.

2.2 Definitions

2.2.1 In this Agreement, unless the context indicates otherwise, the following words and expressions will have the meaning as assigned to them herein:

Accredited Building Contractor means a Contractor whose name appears on the list of Contractors, approved on application by the HOA in terms of the procedure and criteria contained in Annexure "A", to perform Construction work on the Estate.

Agreement means this Permitting Agreement.

Approved Building Plans means Building Plans approved by the HOA and the Local Authority, as applicable.

Architect means a SACAP registered person (in any of the following categories: Professional Architect, Professional Senior Architectural Technologist, Professional Architectural Technologist, or Professional Architectural Draughtsperson) as contemplated in paragraph 4.1.1 of the BDCR, appointed by the Owner to prepare the required Building Plans on behalf of the Owner, and as agreed between the Owner and the Architect, oversee the Construction, or aspects thereof.

Building Design and Construction Rules (BDCR) means the Rules pertaining to the matters contemplated in paragraph 10.1.2 of the Constitution of the HOA, as approved by the HOA at a General Meeting of Members and confirmed and signed by the relevant authority at the Local Authority, issued and amended from time-to-time in accordance with the Constitution of the HOA.

Building Design and Construction Manual/Guiding Document means the Manual or Guiding Document contemplated in paragraph 4.2.1.6 of the BDCR, prepared by the Design Review Committee of the Trustee Committee (DRC) with a view to facilitating the processes pertaining to the matters delegated to the DRC, and to clarifying, illustrating, and further explaining, in whichever way the DRC find appropriate, relevant provisions of the BDCR to Members, Building Contractors and other service providers, provided that the Manual or Guiding Document may not contain any procedure or building design and construction prescript conflicting with the provisions of the BDCR, and should any conflict arise between the provisions of the Manual or Guiding Document and the provisions of the BDCR, the provisions of the BDCR will take precedence.

Building Plans means the Documentation contemplated in paragraph 4.2.2 of the BDCR required for any Construction on the Estate.

BCO means the HOA's Building Compliance Officer (or representative) overseeing compliance with the provisions of Permitting Agreements.

Building Contractor means a Contractor as defined in this Agreement.

Building Site means any Erf within the perimeter of the Estate on which Construction takes place, regardless of its zoning and ownership.

Code means, depending on the context, the Code of Practice of the HOA contemplated in paragraph 2.3 of the BDCR, or the provisions thereof incorporated into the Permitting Agreement.

Completion Certificate means the certificate issued by the HOA certifying that the Construction on the Building Site has been completed in accordance with the Approved Building Plans, the related specifications and quality criteria, and that the BCO has been satisfied that any impact of the Construction on adjacent and/or nearby Erven have been corrected by the Contractor.

Construction means any activity on a Construction Site related to the erection of new structures, such as houses (including apartments and sectional title units), public facilities, utility buildings and any ancillary structure thereto (including, but not limited to, fencing, walling, retaining structures, pergolas, carports, swimming pools, spa baths, the laying of paving and landscaping of gardens), as well as any alterations, additions, or renovations to existing structures, and Works will have the same meaning.

Construction Vehicle means any vehicle used by the Contractor, his sub-contractors, suppliers, or agents in the process of Construction, and shall include motor vehicles, LDV's, trucks, compressors, excavation plant, cranes, and the like.

Contractor means, depending on the context, an Accredited Building Contractor contemplated in Annexure "A" who is a Party to a Permitting Agreement and who is engaged in Construction on a Building Site on the Estate, and/or such Accredited Building Contractor's sub-contractors, suppliers, or agents.

Contractor's Responsible Person (CRP) is the person employed by the Contactor who is obliged to be present on the Construction Site during construction activities to supervise the Construction, to ensure compliance with the provisions of this Agreement, to ensure the highest standards are maintained during the construction process, and to act as the designated official of the Contractor regarding all health and safety protocol on the Construction Site in accordance with the applicable legislative prescripts.

Design Review Committee (DRC) means a committee appointed by the Trustees to consider and approve Member submissions for the approval of Building Plans on behalf of the HOA, with due regard to the advice of the appointed Adjudicating Architect, and subject to the provision that any deviation from the BDCR must be referred to the Committee for final approval, and DRC will have the same meaning.

Documentation means the drawings, specifications, diagrams, reports, etc. prepared in the prescribed format as required by the HOA and the Local Authority, to consider a request of a Member for the approval of Building Plans.

Encroachment means, with regard to Coastal Public Property adjacent to the Estate and any part of the Communal Property (including, but not limited to, Primary Dunes, Admiralty Land, Littoral Active Zones, identified Sensitive Coastal Areas and the Golf Course), the following actions, or activities (irrespective of whether the Encroachment is of a temporary or permanent nature): placement of an item; erection of a fence, wall, barrier, swimming pool, or bridge; landscaping, gardening, planting, maintenance or removal of vegetation; placement, movement, or removal of a dune; dumping, infilling or excavation of any material or disposal of soil, rubble or garden refuse, and Encroach and Encroaching within the aforementioned contexts, will have the same meaning.

Estate means all the Phases of the development of the Shelley Point Estate, duly established in accordance with the provisions of the Land Use Planning Ordinance, 1985 (No.15 of 1985), the Western Cape Land Use Act, 2014 (No 3 of 2014), as amended, and any other relevant statutory provision, to be managed in accordance with the terms and conditions of the applicable approved Town Planning and Resource Use Permits.

Erf means an Erf and/or a Unit, depending on the context, regardless of its zoning, situated within the perimeter of the Estate.

Estate Manager means a person appointed as an employee by the HOA in the position of Estate Manager, or a position with a similar status, as the case may be, in accordance with the approved management structure and related delegation frameworks to undertake certain administrative and management functions of and on behalf of the HOA and the Trustee Committee, and includes any person duly appointed to act in the capacity of Estate Manager.

Estate Security Contractor means the independent security services contractor employed by the HOA to manage and monitor access control of the Estate, to monitor activities on the Estate in terms of directives issued by the HOA, and to provide armed response services, including the removal of undesirables from the Estate.

Fine means an additional amount payable to the HOA as a Debt, arising from a breach of the terms and conditions of this Agreement as determined in accordance with Annexure "D".

Health and Safety Act means the Occupational Health and Safety Act, No. 85 of 1993, as amended from time to time.

HOA means the Shelley Point Home Owners Association, established in accordance with the provisions of the Land Use Planning Ordinance, 1985 (No.15 of 1985), read with the Western Cape Land Use Act, 2014 (No 3 of 2014), as amended.

Local Authority means the Saldanha Bay Municipality situated within the West Coast District Municipality, established by Notice PN484/2000 issued in terms of the Local Government: Municipal Structures Act, 1998 (No 117 of 1998), as amended.

Member see the definition of Owner.

Neighbour means any Resident adjacent to a Building Site, whether separated by an adjacent vacant Erf or not.

NHBRC means the National Home Builders Registration Council.

Nuisance means any act or omission, or condition on any premise within the perimeter of the Estate, which is offensive or dangerous, or which materially interferes with the ordinary comfort, convenience, peace or quiet of a person or which may adversely affect the health and safety of people.

Owner means the owner, or collectively, the co-owners, of an Erf, or a Unit Erf, situated within the perimeter of the Estate and reflected as an owner or co-owner in the records of the Deeds Registry concerned in accordance with the provisions of the Deeds Registries Act, 1937 (No 47 of 1937), as amended, and Member will have the same meaning.

Permitting Agreement means this agreement signed by the HOA, the Member, and the Contractor, allowing the Member and the Contractor to commence with the approved Construction on the identified Erf of the Member, which Agreement will only be signed after compliance by the Member and the Contractor with all the Pre-construction Requirements stated in the BDCR and this Agreement.

Removed from Site means removal from the Building Site and the Estate by the Estate Security Contractor, or any other party appointed/authorised by the HOA to do so.

Resident means any person residing on the Estate, whether an Owner or a tenant, or a member of the household, or a visitor of an Owner or a tenant.

Rules, or Rules of the HOA means, depending on the context, the General Rules and/or the Building Design and Construction Rules of the HOA, as amended from time-to-time.

Site Access Certificate means, the certificate issued by the HOA certifying that all pre-construction requirements have been met and that site establishment may commence. No activity on site will be allowed without this certificate being granted.

Surveyor means a person who is registered as a Geomatics Practitioner in accordance with the Geomatics Profession Act, 2013, and the related Regulations, with the statutory competency to sign-off on and to issue a certificate for the geomatics work performed as required by the context of the relevant provision of the BDC, provided that Surveyor, regarding the performing of the surveys reserved for Professional Land Surveyors in section 13(2)(b) of the Geomatics Profession Act, 2013, will mean a Professional Land Surveyor as contemplated in the Land Survey Act, 1997, as amended, appropriately registered in accordance with the provisions of the Geomatics Profession Act, 2013.

Unit means a Unit defined and registered in accordance with the Sectional Titles Act, 1986 (No 95 of 1986), as amended.

Unit Erven means the erven, regardless of their zoning, registered in the name of the Developer in the Deeds Registry concerned in accordance with the provisions of the Deeds Registries Act, 1937, as amended.

Vehicle means any mode of transport, whether for private or construction use, including but not limited to a motor vehicle, motorcycle, LDV, truck, caravan, golf cart, quad bike, trailer, or boat.

Works see the definition of Construction.

3. References

Cross-references in this **Agreement** have the meaning as described below:

- **Paragraph number only** is a reference to a paragraph in the Agreement, excluding a paragraph in any Annexure that may be correspondingly numbered.

- **Annexure** is a reference to the Annexures to this Agreement and will, depending on the context, refer to the Annexures collectively, or a particular Annexure uniquely marked, and may also contain a reference to a specific paragraph in a uniquely marked Annexure.

- **Paragraph numbers contained in Annexures** are references to paragraphs in the Annexure and are referred to in the text, depending on the context, as a paragraph above, or a paragraph below, and all other references in Annexures to paragraphs in the Agreement are references to the paragraphs in the Agreement, excluding a paragraph in any Annexure that may be correspondingly numbered, or a reference to the Rules of the Estate as indicated.

4. Specific Compliance

4.1 Building Design and Construction Rules

4.1.1 The Owner and the Contractor confirm their knowledge of and their obligation to comply with the BDCR that no Construction work, of whatsoever nature requiring the approval of the HOA

and/or the Local Authority, may be commenced with until the HOA and/or the Local Authority, as applicable, have approved the Building Plans in respect of the work to be conducted, the Agreement has been signed by the Member, the Contractor and the HOA, and that all Pre-construction Requirements have been complied with, inclusive of the full payment of levies due and payable to the HOA regarding the particular property.

4.1.2 The Owner and the Contractor agree that the HOA, or any of its delegates, may without prior notice stop any Construction work not meeting the agreed quality standards, or performed inconsistent with the Building Plans approved by the HOA and the Local Authority, and that Construction may only re-commence after the DRC has been satisfied in writing that adequate action has been taken to rectify the breach.

4.1.3 The Owner and the Contractor confirm their knowledge of the right of the HOA to require a Member to remove or demolish any unapproved structure or structures deviating from the Approved Building Plans, or to do such for the account of the Owner and to impose a Fine.

4.1.4 The Owner and the Contractor agree to act in respect of the Construction strictly in accordance with the provisions of the Rules, as amended from time-to-time, the Approved Building Plans, and any approved variations to the Approved Building Plans as submitted to and approved by the DRC or the Trustee Committee, as the case may be, and/or the Local Authority, as applicable.

4.1.5 The Contractor furthermore agrees that, notwithstanding any instructions of the Owner to deviate from the provisions and approvals contemplated in paragraph 3.1.4 above, he would remain in breach of the provisions of the Rules and the Agreement should, the Construction proceed in accordance with unapproved variations.

4.1.6 The Owner and the Contractor note the right of the HOA to amend the BDCR from time-to-time, and the obligation of the HOA to keep all affected parties informed in writing of such.

4.1.7 The Owner and Contractor confirm their knowledge of the Rule that only Building Contractors accredited by the HOA are allowed to do Construction work within the perimeter of the Estate, and the Contractor herewith agrees to remain compliant with the HOA's criteria for accreditation and to follow the procedure described in Annexure "A", should his accreditation be due for renewal, or been cancelled, for whatever reason.

4.1.8 The Owner and Contractor confirm their knowledge of the expectation of the HOA that once work has commenced on a Building Site, it must be continued to completion, without unreasonable interruption or stoppage, and herewith agree to comply with the provisions of paragraph 1.5 of Annexure "C" in this regard.

4.2 Nuisance and Encroachment

4.2.1 The Owner and the Contractor agree that, except for the Nuisance emanating from Construction activities on the Construction Site during approved Construction hours, the relevant provisions of the Rules of the Estate and the By-laws of the Local Authority regarding the abatement of noise and the causing of a Nuisance will, with the changes required by the context, apply undiminished.

4.2.2 The Owner and the Contractor shall ensure that building activities are performed in a manner that will not cause damage to neighbouring properties.

4.2.3 Where building activity takes place immediately adjacent to an existing building, the Contractor shall make every possible effort to respect the privacy of neighbours, including the provision of adequate screening opposite window and door openings of the adjacent property.

4.2.4 The Owner and the Contractor confirm their knowledge of the Rules regarding Encroachment, in particular, that Owners may not encroach/intrude past the cadastral boundaries of their Erven with any Construction or landscaping and acknowledge the right of the HOA to remove any Encroachment onto Communal Property, to recover the cost of the removal from the Owner, and to levy a Fine.

4.3 Working Hours

4.3.1 The Parties agree that working hours and hours for the delivery of materials to the Building Site will be as follows:

- Weekdays Working hours: 07h00 to 18h00.
- Weekdays Delivery hours: 07h00 and 17h00.

4.3.2 The Contractor agrees to plan the Construction activities such as to ensure that adequate time would be allowed for daily closure, in time for personnel to leave the Estate by the stipulated close-of-work time.

4.3.3 The Parties agree that subject to paragraph 3.3.4, no Construction activities or deliveries will be allowed on Saturdays, Sundays, Public Holidays, and during recognised Builders' Holidays.

4.3.4 The Parties agree that the HOA will consider and allow certain urgent Construction activities on a Saturday (outside of recognised Builders' Holidays) between 07h30 and 12h30, subject to the submission of a written request by the Contractor to the Estate Manager 48 hours in advance, indicating the urgency of the planned Construction, and the Contractor providing evidence of the permission of neighbours adjacent to the Building Site who may be affected by any Nuisance caused by the Construction activities, and provided further that no standing approval for Construction activities on Saturdays may be granted.

4.4 Provision and Use of Facilities, Lunch and Tea Breaks

4.4.1 The Parties agree that the Contractor and his personnel shall not make use of any of the Communal or Private Facilities on the Estate as ablution facilities, rest places, and the like.

4.4.2 The Contractor therefore agrees to comply with the Rules of the Estate that adequate and fully operational ablution facilities must be provided on the Building Site before any Construction activity may commence, and that it is not allowed for personnel of the Contractor to use permanent facilities in partially completed or completed buildings or leave the Building Site with the view to use off-site alternative ablution facilities.

4.4.3 The Contractor not only agrees to providing suitable and properly operational waterborne or chemical toilets approved by the BCO on the Building Site (based on a population count of one toilet for every ten workers), but also agrees to ensure that the toilets are maintained and kept in a neat hygienic condition and placed in a manner that door does not face the road (sanitary waste from chemical toilets must be removed weekly, and toilet doors must be properly latched and kept closed at all times).

4.4.4 The Contractor agrees to take appropriate action to ensure his personnel remain within the cadastral boundaries of the Building Site during lunch or tea breaks.

4.4.5 The Parties agree that in the instance of the Contractor performing Construction work on a number of Building Sites in close proximity to each other, a common eating area may be established with the permission of the BCO, provided that it is located on a Building Site under the control of the Contractor, and provided further that the movement of personnel between the Building Sites must take place by using the Contractors' Vehicles, and that personnel will under no circumstances be allowed to walk between Building Sites.

4.5 Fires and Fireworks

4.5.1 The Parties explicitly agree that no fires, explosives, crackers, fireworks, or items of similar nature, may at any time be exploded, lit, or operated on the Building Site, and any other part of the Estate.

4.6 Liquor, Illegal Substances, Firearms, and Pets

4.6.1 The Contractor's attention is drawn to the fact that liquor, illegal substances, and firearms and pets are not permitted on the Building Site, and the Contractor agrees to take appropriate action to inform his personnel accordingly, and to assume responsibility for the due enforcement of this provision.

4.7 Watchmen

4.7.1 The Parties agree that no private or Contractor watchmen or personnel will be allowed to remain on the Building Site outside of working hours, and the Owner and the Contractor herewith agree that only Security Personnel from the Estate Security Contractor will be allowed on the Building Site during non-working hours.

4.7.2 The Owner and the Contractor herewith give permission for the Security Personnel contemplated in paragraph 3.7.1 to access the Building Site for any routine or emergency inspection.

4.7.3 The Parties agree that should the Owner and/or Contractor require dedicated security on the Building Site, for whatever reason, the provision of such services will be arranged *via* the BCO with the Estate Security Contractor, and that the costs associated with such service will be for the Owner's or Contractor's account, as arranged, and will be payable in advance.

4.8 Vehicles

4.8.1 The Parties agree that, due to the limitations related to the road surfacing, road widths and radii, the following restrictions will apply to Vehicles entering the Estate:

- Only non-articulated Vehicles without trailers of the following specifications will be allowed:
- Maximum length: 9,1m
- Maximum width: 2,6m
- Maximum gross mass: 26,000kg
- Maximum axle weight: 8,000kg

4.8.2 The Contractor agrees to communicate the Vehicle restrictions to service providers and to take appropriate action to monitor and, as necessary, enforce compliance.

4.8.3 The Contractor agrees to only use roadworthy and licensed vehicles for Construction related purposes onto the Estate, and not to allow vehicles to be parked in such a position that they cause an obstruction to other road users, or encroach onto Communal, Private, or Coastal Public Property.

4.9 Deliveries

4.9.1 General

4.9.1.1 The Parties agree that it is the Contractor's responsibility to ensure:

- The supplier includes the Erf number of the Construction Site on the delivery note.
- Once a delivery is completed, the delivery Vehicles leave the Estate immediately.
- The pre-briefing of delivery Vehicle drivers regarding the Rules governing deliveries.
- All delivery Vehicles are within the Vehicle restrictions as per paragraph 3.8.1.
- Deliveries will take place within the times contemplated in paragraph 3.3.

4.9.1.2 The Parties agree that Contractors will at all times be responsible for delivery Vehicles and attendant personnel while on the Building Site and present in the Estate and shall be held responsible for any damage caused to property and infrastructure in the Estate through the delivery of building material to the Building Site.

4.9.1.3 The Contractor agrees to effect deliveries to the Building Site from the street frontage of the Building Site only, and not from adjacent Erven where Site Clearance has not taken place, unless permission was obtained from the adjoining property owners, and site clearance as per EC protocols have been completed.

4.9.1.4 The Parties agree that in the instance of an adjacent Erf or Building Site been cleared, the Contractor may apply in writing to the BCO, 5 working days before the anticipated delivery, to obtain access from the adjacent Erf or Site, with a motivation in support of such request, as well as a letter of consent from the Owner of the Erf.

4.9.1.5 The Parties agree that should the access contemplated in paragraph 3.9.1.4 be granted, the access and delivery will take place at the Contractor's risk, and any damage to the adjacent Erf or Site will be a matter between the Contractor and the respective Owner.

4.9.2 **Heavy Duty**

4.9.2.1 The agreement between the Parties regarding Heavy Duty deliveries pertains (but is not limited) to the delivery of ready-mix concrete, bricks and pavers, pre-cast concrete slabs, roof tiles, and roof trusses.

4.9.2.2 The Parties agree that the Contractor must fully pre-brief the delivery company management and the drivers of Heavy Duty delivery Vehicles regarding the Rules of the Estate and the terms and conditions embedded in this Agreement regarding deliveries.

4.9.2.3 The Contractor agrees to be held responsible for any damage caused to property and infrastructure in the Estate by Heavy Duty deliveries.

4.10 **Washing of Ready-mix Concrete Delivery Vehicles**

4.10.1 The Parties agree that the Contractor will enforce the prescripts pertaining to the washing or rinsing-off of ready-mix concrete delivery Vehicles, which must take place within the cadastral boundaries of the Building Site, and that such washing or rinsing be limited to the small discharge chute only and that the run-off be contained within the Building Site and dealt with as specified under paragraph 3.11.

4.10.2 The Parties agree that the Contractor will be held liable for the cost of repairs, should any spilled or discharged concrete, or rinse water, be released onto the road surface, or into drainage channels.

4.11 **Building Site: Storage and Waste Management**

4.11.1 The Contractor agrees to erect storage facilities in the form of one temporary storage facility (size and colour to be approved by the BCO) within the cadastral boundaries of the Building Site, the position of which will be dictated by the size of the Building Site and the Construction layout, and to submit a proposed layout of the container position on the Building Site for approval by the BCO prior to the assembly thereof.

4.11.2 The Parties reached consensus that no rubble, waste materials, packaging and any other rubbish generated by the Construction and related activities is to lie on the Building Site, or adjacent Erven, and therefore agree that the Contractor is obliged to keep the Building Site neat and free of any litter or other unsightly waste at all times, and that all building rubble will be stored in skips.

4.11.3 The Contractor agrees to have at all time a minimum of one 2mx3m skip on the Building Site to store all rubble, waste materials, packaging and any other rubbish generated by the building operation, which must be emptied when full or at least once a week (or otherwise as instructed by the BCO), as well as a closed container designed and approved by the BCO, for the purpose of the placement of all material which may be blown off the Building Site by wind.

4.11.4 The Contractor agrees to manage the quantity of building material and stock-piling of waste in skips so as to ensure that the storage of all building material and waste, take place within the

cadastral boundaries of the Building Site, and agrees that the use of adjoining Erven will only be allowed after written permission from the Owner of the Erven has been acquired and submitted *via* the BCO to the Estate Manager, who shall approve such a request only after the Contractor has complied with any environmental protection terms and conditions the HOA may impose.

4.11.5 The Contractor agrees that no building material or stock-piling of waste shall take place on the road verge unless prior approval has been obtained from the BCO.

4.11.6 The Parties confirm the Rule of the Estate that no refuse, litter, or waste may be burnt on the Building Site or elsewhere on the Estate.

4.11.7 The Contractor agrees to take all reasonable steps to prevent pollution of surface and groundwater, in particular, through the release of chemicals, paint, oils, fuels, sewage, construction materials or waste products.

4.11.8 Regarding the refuelling of on-site machinery, the Contractor agrees to a maximum of twenty (20) litres of fuel at a time on site, contained in a can designed for this purpose and to take adequate spill prevention measures, such as trays, when refuelling machinery, and that any spillage onto trays and the like shall immediately be removed from the Building Site to prevent accidental spreading of the waste.

4.11.9 The Contractor agrees to reporting any accidental spillage contemplated in paragraph 3.11.8 to the BCO without delay with the view to agreeing on appropriate remedial action, and the implementation thereof.

4.11.10 Regarding the use and preparation of concrete and mortar, the Contractor agrees to the following Rules of the Estate:

4.11.10.1 No mixing of concrete and mortar is permitted on the road surface, or otherwise outside the cadastral boundaries of the Building Site;

4.11.10.2 Mixing within the cadastral boundaries should take place, preferably on protective trays;

4.11.10.3 For plastering or brick-laying purposes mortar boards must be used, properly designed to prevent unnecessary spilling;

4.11.10.4 Where mechanical mixing is used, care must be taken that waste material is not spilled on discharge, and in the event of this occurring, the spillage must be cleaned up immediately and stockpiled with the building waste for removal from the Building Site;

4.11.10.5 Used and unused cement bags must be stored in water proof containers or areas so as not to be affected by rain or run-off; and

4.11.10.6 Washing of ready-mix concrete chutes as contemplated in paragraph 3.10.1 shall be carried out in a manner so as to confine the residual waste to the cadastral boundaries of the Building Site and must be channelled such as to be disposed of in waste skips for later removal from the Building Site.

4.11.11 The Contractor agrees to comply with the Rules of the Estate not permitting the washing down of vehicles used in the Construction process within the confines of the Estate, and that the washing down of equipment must be done within the cadastral boundaries of the Building Site.

4.12 Site Neatness and Protection of Infrastructure

4.12.1 The Contractor agrees to keep the road in front of their Building Site clean at all times.

4.12.2 The Parties agree that the Contractor will be liable for repairs relating to damage caused by waste materials, nails and the like to the road surface and Vehicles.

4.12.3 The Contractor agrees to be liable for any damage caused to kerbs, sidewalks, and landscaping in front of their Building Site by the Construction and related activities and is obliged to take reasonable preventative action.

4.13 Control, Induction and Registration of Personnel

4.13.1 The Parties agree that the control of personnel entering the Estate for Construction purposes is primarily the responsibility of the Contractor, either as the employer or sub-contracting party.

4.13.2 The Contractor herewith agrees to take responsibility, throughout the Construction process, for the discipline and control of his employees, the employees of sub-contractors, supplier personnel, technicians, and the like, and is obliged to inform them appropriately of the Rules of the Estate and the relevant content of this Agreement.

4.13.3 The Contractor furthermore accepts liability for any damage caused to any part of the Estate or Private Property by the personnel referred to in paragraph 3.13.2.

4.13.4 The Contractor agrees to transport his personnel per Vehicle from the Estate's Entrance Gate to the relevant Building Site, or between Building Sites, as the pedestrian movement of personnel of Contractors in the Estate is not permitted, and the Contractor herewith agree to the right of the HOA to instruct the Estate Security to appropriately remove such personnel from the Estate.

4.13.5 The Contractor furthermore acknowledges his obligation as sub-contracting party to inform all other affected parties of the position of the HOA as described in paragraph 3.13.2 to 3.13.4 above.

4.13.6 The Contractor agrees to the requirement of the HOA that no temporary accommodation of Contractor personnel is allowed on the Building Site, and that personnel of the Contractor may not be present on the Building Site outside of the permitted working hours, except where special permission has been granted in terms of paragraph 3.3.4.

4.13.7 The Contractor agrees to avail himself and his personnel for attendance of the compulsory induction program developed by the HOA, incorporating the key issues which affect day to-day activities on the Estate and the Building Site, and accepts the Rule of the Estate that every person undertaking any work on the Estate is obliged to attend the induction course prior to

commencement of any activity. The Estate Manager has been delegated the authority to compile the induction curriculum (compact and concise), which shall also include relevant information regarding the security protocol contemplated in paragraph 3.19.

4.13.8 The Contractor agrees to the right of the HOA to remove personnel from the Estate, failing to undergo the induction program prior to engaging in any activity on the Estate, and to permanently bar persisting non-compliant personnel from working on the Estate.

4.13.9 The Contractor agrees to pay the cost of the induction program, as determined by the HOA from time to time, on behalf of his personnel.

4.13.10 The Contractor agrees to instruct his personnel to register on the biometric security system of the Estate and to co-operate with the Estate Security Contractor regarding the issuing of identity cards.

4.13.11 The Contractor agrees to pay all the costs, as determined by the HOA from time to time, associated with the registration on the biometric security system and the issuing/replacement of identity cards on behalf of his personnel.

4.14 Co-ordinating Meetings

4.14.1 The BCO is authorised to convene Site Co-ordination Meetings from time to time, and the Contractor agrees to attend such meetings in person and/or to secure the attendance of a delegate.

4.14.2 The BCO shall issue a written notice of such meetings, including date, time, venue, and the agenda, to the Contractor at least seven calendar days prior to the date of the meeting.

4.14.3 The Contractor acknowledges the right of the HOA to impose a Fine on Contractors failing to attend a scheduled Co-ordinating Meeting without providing a properly motivated and legitimate apology.

4.14.4 The HOA agrees to confine the agenda of the Co-ordinating Meetings to the dissemination of information, sharing mutual experiences and concerns regarding Construction activities on the Estate, discussing contravention issues, and providing an update on any possible/anticipated changes of the Rules affecting Construction on the Estate.

4.15 Environmental Compliance

4.15.1 The Parties herewith record the fact that the Estate is situated within a Coastal Protected Zone and any development on the Estate is therefore subject to various Environmental legislative prescripts aiming at the protection of environmentally sensitive areas and minimising the impact of Construction on the natural habitat.

4.15.2 With due regard to the constraints contemplated in paragraph 3.15.1, and in addition to the relevant statutory provisions, the Owner, and the Contractor, as applicable, agree to comply with the following environmental Rules of the Estate as specified herein:

4.15.2.1 General access to and through the Estate may only be *via* formal demarcated roadways.

4.15.2.2 No access, pedestrian or by Vehicle, is permitted through natural or re-established indigenous vegetation, or *via* temporary paths established for the construction of the civil works, or roads and cart paths designated to gain access to the Golf Course.

4.15.2.3 The trapping, shooting, harassing, interfering, or in any way harming any of the animal or birdlife on the Estate is an offence.

4.15.2.4 Use of the water features and dams created as part of the Golf Course Development are not permitted, and are out of bounds, and may not be used for any recreational activity, or for the source of water for any use.

4.15.2.5 The Golf Course, including related pedestrian or cart pathways, are out of bounds for Contractor personnel.

4.15.3 In the interest of the safety of personnel and the protection of the sensitive environment constituting the Golf Course, the Contractor agrees to take special care when the Building Site borders on the Golf Course to ensure that personnel and Vehicles do not enter demarcated Golf Course areas.

4.15.4 Any person found in breach of the above Rules shall be removed from the Estate and barred from future access, and in the instance of such person being present on the Estate as a result of the Contractor's subcontracting arrangements, the Contractor agrees that the HOA may impose a Fine on him.

4.16 **Health and Safety Compliance**

4.16.1 The Owner and the Contractor herewith acknowledge their joint obligation to comply with the conditions of the Occupational Health and Safety Act, No. 85 of 1993, as amended, and the Regulations related thereto.

4.16.2 The Owner and the Contractor acknowledge the obligation of the BCO not to allow any Construction activity on the Estate in breach of Occupational Health and Safety prescripts and agree to the right of the BCO to stop any such activity with immediate effect, and to impose a fine in accordance with Annexure "D" on the Owner and Contractor.

4.16.3 The Parties agree that it remains the responsibility of the Contractor to oversee and enforce compliance with Health and Safety Regulations at all operational levels on the Building Site, including but not limited to the wearing of safety gear and equipment, erection of safety signage, proper erection of scaffolding, use of proper ladders, maintenance of equipment, provision and maintenance of gas and electrical supplies, and the general safety of the Building Site.

4.17 Advertising and Commercial Activities

4.17.1 The Contractor agrees to comply with the Rule of the Estate that no unauthorised advertising boards may be displayed or erected anywhere on the Estate, and that the HOA shall be entitled to remove such and impose a Fine.

4.17.2 The Contractor agrees to erect the approved construction board (see Annexure "E") on the front boundary of the Building Site and that such shall be erected before commencement of Site Clearance and must be removed on the date of the issuing of the Completion Certificate.

4.17.3 The Contractor agrees not to allow any subcontractors' boards and to ensure that no commercial activity is taking place on the Building Site.

4.18 Payment of Wages

4.18.1 The Contractor agrees not to conduct any wage pay-outs to personnel or sub-contractors on the Estate.

4.19 Security Protocol

4.19.1 The Owner and the Contractor note the decision by the HOA to appoint a professional and dedicated Estate Security Company to provide access control, monitoring and response services in the interest of Members and residents living on the Estate, and the Owner and the Contactor, with a view to ensuring a beneficial and co-ordinated security management system, herewith agree to adhere to the Estate Security Protocol and to accept the authority of the appointed Estate Security Company in this regard, and further confirm the obligation of the Contractor to inform his personnel and service providers accordingly.

4.19.2 The Parties confirm their awareness of the fact that the Security Protocol applicable to the Estate is determined by the HOA in consultation with the BCO and amended from time-to-time depending on the prevailing circumstances affecting the security interests of the HOA and residents, and the Contractor agrees to adhere to any amendment of the said Protocol and to instruct his personnel to follow suit.

4.19.3 The Contractor herewith confirms his personal knowledge of the terms and conditions of the current Security Protocol of the Estate pertaining to the completion of an induction course by the personnel of Contractors prior to their involvement in Construction activities, the issuing and displaying of identity cards, and the right of the HOA to cancel identity cards should any irregularity regarding the use thereof occur, and the Contractor herewith agrees to take appropriate action to ensure full compliance therewith, as well as any amendments thereto.

4.19.4 The Contractor agrees to make prior access arrangements with the Estate Security Manager, or his delegate, for *ad-hoc* visitors related to the Construction process, who shall be fetched by the Contractor, or his delegate, at the Entrance Gate of the Estate after compliance with the sign-in Protocol, and who shall be briefed by the Contractor, or his delegate, regarding the Rules of the Estate and the relevant provisions of this Agreement.

4.19.5 The Contractor herewith note and agree to the Security Protocol allowing the HOA and BCO to, in conjunction with the Estate Security Contractor, carry out spot checks on Vehicles and personnel of the Contractor at the Entrance Gate, with the view, among others, to ensuring compliance with identity card protocol, the Rules of the Estate, and the provisions of this Agreement regarding liquor, illegal substances, firearms, and the like, and to give effect to the Estate Security's responsibility to prevent, as far as possible, the illegal and unauthorised removal of property of the Estate and residents from the Estate.

4.19.6 Regarding any breach of the Security Protocol contemplated in paragraph 3.19.5 above, the Contractor herewith confirm his knowledge of the fact that the HOA reserves the right to cancel identity cards with immediate effect, to refuse wrongdoers future access to the Estate, permanently or for a specific period of time, to impose a Fine on the Contractor, or to take any other decision, with due regard to the circumstances leading to the breach of the Security Protocol.

4.19.7 The Contractor herewith take note of and agrees to inform his personnel of the provision of this Agreement to the effect that when the identity card of a person has been cancelled for whatever reason, such person may only be reissued with a security card for any Contractor performing Construction on the Estate after the expiration of a period of twelve (12) months, which period may be amended by the BCO, subject to further investigation and a recommendation to this effect by the Estate Security Manager.

4.20 Traffic Control

4.20.1 Unless specifically stated otherwise in this Agreement, the Rules of the Estate and the related road traffic laws apply to road use on the Estate, and the Contractor agrees to the said application, and to inform his personnel as well as those service providers related to him as the sub-contracting party, or as *ad hoc* visitor, accordingly.

4.20.2 The Contractor herewith agrees, and is obliged to inform all relevant parties, that the following road traffic rules shall apply to Construction Vehicles using the roads on the Estate:

- A speed limit of 30km/h applies to Construction Vehicles on the Estate;
- Construction Vehicles must at all times be operated with the utmost care and may only be operated on the demarcated roads on the Estate;
- Private driveways may not be used for the turning or parking of Construction Vehicles;
- Construction Vehicles that, in the opinion of the Estate Security Contractor or the BCO, are not fully roadworthy, produce excessive noise, have evident oil leaks, or do not meet the requirements as contemplated in paragraph 3.8, will be prohibited from entering, or being operated on, the Estate;
- Unlicensed Construction Vehicles will be denied access to the Estate; and
- It is not allowed to drive a vehicle on the Estate without a valid driving license.

5. Compliance with Construction Rules

5.1 The Contractor herewith agrees to comply with the terms and conditions pertaining to the Construction as captured in Annexure "C" to this Agreement.

6. Domicilium/Notices

6.1 The Parties choose as their *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of legal and court process, notices or other documents or communications of whatsoever nature, the addresses as set out below:

- HOA:……
- Owner:…….
- Contractor:……..

6.2 Any notice or communication required or permitted to be given in terms of this Agreement, shall be valid and effective only if in writing, but it shall be competent to give such notice or communication by e-mail.

6.3 Notices shall be deemed to have been delivered on the date of signed receipt of delivery, if delivered by hand, or on the fourth (4th) day after the date of posting, if sent by pre-paid courier mail within the Republic of South Africa, to the *domicilium* aforesaid, or, if successfully transmitted by e-mail, be deemed to have been received by the addressee on the first day after the day of dispatch.

6.4 Any of the Parties referred to in paragraph 5.1 may, by notice in writing to the other Parties, alter its *domicilium citandi et executandi* address to another address in the Republic of South Africa, provided such other address may not be a post office box or post restante, and provided that such alteration shall not be effective until seven (7) days after it has been received.

6.5 Notwithstanding anything to the contrary in this Agreement, a written notice or communication received by a Party in person shall be an adequate written notice or communication to such Party despite the fact that it was not sent to or delivered at the *domicilium citandi et executandi*.

7. Breach

7.1 The Parties acknowledge their respective rights to act against a Party or Parties in breach of the provisions of the Constitution and the Rules of the HOA, and/or the provisions of this Agreement.

7.2 In the instance of an alleged breach of the Constitution and the Rules of the HOA, and the HOA opting to enforce its rights in terms thereof, the Parties acknowledge the fact that the HOA remain obliged to follow due process in accordance therewith.

7.3 In the instance of an alleged breach of the terms and conditions of this Agreement, whether the alleged breach also constitutes a breach of the Constitution and the Rules of the HOA or not, and the HOA opting to act in accordance with this Agreement, the process and procedures determined in paragraph 6.4 to 6.9 will apply.

7.4 Regarding the rights of the HOA, in instances of alleged breach by the Owner and/or the Contractor of the terms and conditions of this Agreement, the Parties agree that the HOA would be entitled to, with written notice to the Party allegedly in breach, indicating the breach and the remedial action/s required, to exercise the right described in paragraph 6.7 below, after following due process in compliance with the provisions of the Constitution of South Africa,

1996, the Promotion of Administrative Justice Act, 2000, and the Promotion of Access to Information Act, 2000, and in general, the principles of natural justice embedded in the South African Common Law.

7.5 The Owner/Contractor may, within 3 (three) weekdays after receiving the notice contemplated in paragraph 6.4, submit representations to the HOA disputing the breach, alternatively advancing the reasons for the breach, indicating the remedial actions as well, the Owner and/or the Contractor have, or contemplate to take.

7.6 The HOA shall receive and consider the submissions of the Owner and/or Contractor and allow the Owner and/or Contractor to address the relevant delegates of the HOA, whereafter the HOA may decide to grant the Owner and/or Contractor relief, subject to conditions set by the HOA, or proceed to exercise its rights in accordance with paragraph 6.7 and 6.8.

7.7 Without detracting from the rights which any of the Parties may have in law, in the event of the Owner and/or the Contractor breaching any of the provisions of this Agreement, and persisting in such breach after receiving the written notice from the HOA contemplated in paragraph 6.4 calling upon them, or either of them, to remedy the breach, the HOA shall, subject to paragraph 6.5 and 6.6 be entitled to all or any of the following relief:

- To demand specific performance within a reasonable time, considering the nature of the breach;
- To appoint an independent Contractor to rectify the breach and to recover the remedial cost from the Contractor with an administration fee consisting of a minimum R250 or 10% of the cost, whichever is the greater;
- To cancel the agreement, disallow the continuation of the Construction, and to hold the Owner and Contractor jointly and severally liable for any consequential loss arising from the breach;
- To claim from the Owner and/or the Contractor jointly and severally the cost of repair of any damage caused by them to infrastructure within the Estate;
- To take appropriate steps to halt the Construction;
- To deny the Contractor and his personnel access to the Estate;
- To instruct the Estate Security Contractor to take appropriate action for the removal of personnel from the Building Site;
- To cancel the Contractor's accreditation as an Accredited Contractor to the Estate and report any reportable behaviour of the Contractor to the relevant registering and accrediting authorities;
- To, in the instance of a dispute, refer the matter for Arbitration in terms of paragraph 8 below;
- To impose a Penalty or a Fine, depending on the breach, on the Owner and/or Contractor.

7.8 Should the HOA take steps against the Owner and/or Contractor pursuant to a breach of the terms and conditions of this Agreement, the HOA shall be entitled to recover from the Owner and/or Contractor any costs (legal or otherwise) incurred as a result of the breach.

7.9 Where access to the Estate is denied by the HOA to the Contractor in terms of paragraph 6.7, whether the matter been resolved in law or by arbitration to the benefit of any party, neither the Contractor nor the Owner shall have any claim against the HOA arising from such denial of access.

8. Penalties and Fines

8.1 An Owner or Contractor in breach of the provisions of this Agreement may have *fines* levied against them in terms of Annexure "C" of this Agreement.

8.2 An Owner or Contractor in breach of the Constitution and Rules of the HOA may have *penalties* imposed and levied against them in accordance with the Rules of the HOA.

8.3 The provisions of this Agreement do not prevent the HOA from imposing a Penalty for the breach of a Rule of the HOA in addition to or instead of a Fine.

8.4 Penalties and fines will be set-off against the deposit paid by the Owner and Contractor, as applicable, and the offending party may be denied access to the Building Site pending payment thereof.

8.5 The Party upon whom a Penalty has been imposed may have the Penalty reviewed in accordance with the procedures contained in the Rules of the HOA.

8.6 The Party upon whom a Fine has been levied in terms of this Agreement may apply in writing to the HOA for the review of such within 7 (seven) days of the issuing thereof.

8.7 The application for review in terms of paragraph 7.6 must be accompanied by a detailed report stating the grounds for the review application.

8.8 On receipt of the review application contemplated in paragraph 7.6 and 7.7, the HOA will instruct the BCO to investigate the incident within 21 (twenty-one) days, and to submit a written report and recommendations to the HOA.

8.9 The HOA shall issue its final decision within 7 (seven) days after receipt of the BCO's report described in paragraph 7.8, and the decision of the HOA shall, subject to paragraph 8, be final.

9. Arbitration

9.1 Any dispute, question or difference arising at any time between the Parties to this Agreement, out of or in regard to:

- any matter arising out of this Agreement; or
- the rights and duties of any of the Parties mentioned in this Agreement; or
- the interpretation of this Agreement,

may, at the instance of any one of the Parties be submitted to and decided by Arbitration on notice given to the other Parties who are contractually affected by the matter in question.

9.2 Arbitration shall be held at a venue set down by the HOA and otherwise in terms of the provisions of the Arbitration Act No. 42 of 1965 (as amended), it being intended that if possible it shall be held and concluded within ninety (90) working days after it has been referred.

9.3 The Parties agree to provide all necessary co-operation to achieve a resolution of any dispute within the time contemplated in paragraph 8.2.

9.4 The Arbitrator shall be selected and independently appointed by the Arbitration Foundation of South Africa.

9.5 The Arbitrator shall make his award as soon as possible after completion of the Arbitration Proceedings and his decision will be final and binding on the parties, including the allocation of the costs of the Arbitration.

9.6 The Parties agree that following the decision of the Arbitrator, no further representation or legal recourse shall be allowed, provided that the procedures in terms of this Agreement and applicable legislation have been complied with.

10. Indulgences

10.1 No extension of time or indulgence granted by the HOA to the Contractor and/or the Owner shall be deemed in any way to affect, prejudice, or derogate from the rights of the HOA in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder or an amendment of this Agreement.

11. Annexures

11.1 The Annexures to this Agreement are an integral part thereof and the Parties confirm herewith that they have read and understood the content thereof.

11.2 The Parties confirm the following Annexures as the Annexures contemplated in paragraph 10.1 of this Agreement.

Annexure "A":

Accreditation of Building Contractors in terms of paragraph 3.1.7 of this Agreement.

Annexure "B"

Site Access Checklist prescribed in terms of Annexure "C" (Terms and Conditions: Construction and Related Matters).

Annexure "C"

Terms and Conditions: Construction and Related Matters in terms of paragraph 4.1 of this Agreement.

Annexure "D"

Penalties and Fines in terms of paragraph 7 of this Agreement.

Annexure "E"

Contractors Notice Board (Pro Forma) in terms of paragraph 3.17.2 of this Agreement.

ANNEXURE "A"

SHELLEY POINT HOME OWNERS' ASSOCIATION
ACCREDITATION OF BUILDING CONTRACTORS

1. General

The Building Design and Construction Rules (BDCR) of the HOA provide as follows regarding the Accreditation of Building Contractors (See paragraph 2.3 and 5.1 of the BDCR):

1.1 Only Building Contractors (hereinafter referred to as Contractors) accredited by the HOA are allowed to do Construction within the perimeter of the Estate.

1.2 A list of Accredited Contractors is available from HOA Office. It should, however, be noted that the accreditation of a Contractor by the HOA does not in any way certify the reliability of the Contractor, or the quality of the service rendered.

1.3 The accreditation of Contractors expires annually on 31 January and may be renewed multiple times on application. The HOA may levy an accreditation and annual renewal fee.

1.4 The accreditation of Contractors constantly in breach of the Rules and the Agreement may, after following due process, not be renewed by the Trustee Committee (after consultation with the DRC), or may be renewed subject to certain specific terms and conditions.

2. Procedure and Terms and Conditions

The procedures and related terms and conditions regarding Accreditation of Contractors, to be incorporated into the Agreement as contemplated in paragraph 5.1.2 of the BDCR, are as follows:

2.1 Only Contractors who have submitted their credentials for accreditation and have been granted Provisional or Full Accreditation by the HOA will be permitted to carry out Construction at the Estate. In the instance of Provisional Accreditation permission is granted for 1 (one) new Construction only.

2.2 The application for accreditation must be made in writing to the HOA, at least fifteen (15) calendar days prior to the first intended construction commencement date.

2.3 The application must be made on the prescribed form available from the HOA Office and must be accompanied by the supporting documentation required in terms of paragraph 3 below.

2.4 Accreditation must be acquired for construction on Communal and Private Property within the perimeter of the Estate.

2.5 Construction herein means any activity on a Construction Site related to the erection of new structures, such as houses (including apartments and sectional title units), public facilities, utility buildings and any ancillary structure thereto requiring building plan approval, as well as

any alterations, additions, or renovations to existing structures requiring building plan and/or HOA approval.

2.6 All work must be carried out in accordance with the Rules of the Estate and applicable statutory provisions, and with the approval of the relevant authority, as applicable.

2.7 The HOA shall not accredit Contractors failing to comply with the provisions of paragraph 3, as applicable.

2.8 The accreditation of a Contractor will terminate automatically in the instance of the Contractor failing to comply with statutory provisions applicable to the Building and Related Industries and/or the Estate, or the non-compliance with the requirements contemplated in paragraph 3.

2.9 Without derogating from the right of the HOA contemplated in paragraph 2.8, the HOA may in the instance where the HOA has reason to believe that the breach by an Accredited Contractor of any statutory provision, the Rules, and/or the Agreement, poses a direct and immediate threat to the health and safety of residents and workers, suspend the accreditation of such a Contractor with immediate effect pending an investigation, and may after following due process, terminate the accreditation of the Contractor, impose certain accreditation terms and conditions, and/or institute remedial actions and penalties, taking into account the circumstances causing the breach.

2.10 On written notice from the HOA to the Contractor of the suspension and/or termination of accreditation, the Contractor shall immediately cease operations, render the Building Site safe, demobilise and exit the Development Site.

2.11 A Contractor whose accreditation application has been unsuccessful, terminated. or not renewed, may re-apply for accreditation to the HOA, with due cognisance of the reasons advanced by the HOA for not approving previous applications.

2.12 The HOA accepts no responsibility for any damage suffered by the Contractor for not granting accreditation.

3. Accreditation Criteria for Contractors

In order to qualify as an Accredited Contractor, the Contractor must have accreditation and/or comply, as applicable, with the following minimum requirements:

3.1 Be registered with the NHBRC and within the limit of building units allowed to be constructed in terms of such registration, and to submit proof that any non- compliances issued by the NHBRC inspectorate to the Contractor have or are in the process of being rectified.

3.2 Be registered in terms of Workers Compensation requirements.

3.3 Be registered and compliant with the local Building Bargaining Council.

3.4 Provide proof of adequate insurance, including Contractors All Risk Cover equal to the value of the building work plus 10%, Public Liability cover of R5,000,000 (Five million rand), SASRIA

cover, and fully comprehensive Motor Vehicle Insurance for vehicles accessing the Estate and the Development Site.

3.5 If the Contractor is a legal entity, proof of registration with the relevant authorities, the names of its members/directors and Chief Executive Officer, together with any other information the HOA may require from time-to-time.

3.6 Provide three client references in support of performance during the past 12 months, with specific reference to the quality of workmanship delivered.

3.7 Submit a completed application form available from of the HOA Office

ANNEXURE "B"

SHELLEY POINT HOME OWNERS' ASSOCIATION
CONTRACTOR'S SITE CHECKLIST

Contractor's Site Checklist	Prior to Site Establishment		
Permitting Agreement Signed			
SBM Approved Plans submitted to HOA Office			
Building Deposits paid in full			
Environmental Survey completed			
Team Induction completed			
Site Beacons Established			
NHBRC Certificate submitted to HOA Office			
Site Handover Meeting conducted			
Site Access Certifcate Received			
		During Construction	
Site Clearance approved by BCO and PDC			
Site Fencing erected as per Clause 3.15			
Skip Bin on site as per Clause 3.11.3			
Closed Container on site as per Clause 3.11.3			
Builders Shed on site as per Clause 3.11.1			
Site Toilet on site as per Clause 3.4.2			
Contractor's Board on site as per Clause 3.17.2			
Building material stored correctly as per Clause 3.11			
Erosion control practices implemented as per Annexure C – Clause 2.15			
Approved Building Plans on site			
Site Access Certificate on site			
			Prior to obtaining Completion Certificate
Site and surroundings clear of building material or waste			
Temporary service connections removed			
Conformance to approved SBM building plans confirmed			

ANNEXURE "C"

SHELLEY POINT HOME OWNERS' ASSOCIATION
TERMS AND CONDITIONS: CONSTRUCTION

1. PRE-CONSTRUCTION QUALIFICATIONS

Prior to gaining access to the Building Site, the Contractor and his sub-contractors are obliged to comply with the following requirements, which shall be recorded and signed off by the BCO per the Site Access Checklist (See Annexure "B" of the Agreement).

1.1 Induction and Personnel Identification

1.1.1 All personnel, including management, shall undergo the induction course as specified under paragraph 3.13 of the Agreement, and shall be in possession of identity cards issued by the Estate.

1.2 Vehicle identification

1.2.1 The vehicle identification system will be implemented by HOA in conjunction with the BCO and the Estate Security Contractor, and rules relating thereto may be amended from time to time.

1.2.2 The system will be enforced on the Estate by the Estate Security Contractor, subject to instructions from the HOA.

1.2.3 *Ad hoc* visitors to the Building Site shall sign in at the Entrance Gate and must comply with the normal security protocol of the Estate.

1.3 Construction Deposit

1.3.1 The Contractor as well as the Owner shall, before commencing any work on the Building Site, pay to the account of HOA an amount of R10,000 each for every new built Building Site and R5,000 for alterations. This non-interest-bearing deposit shall constitute a security deposit for any damage to the infrastructure of the Estate, Communal Property or Facilities, or Private Property.

1.3.2 R2,500 of the Contractors deposit is a non-refundable deposit (R500.00 for alterations), to enable the HOA to rectify any damage to the Estate infrastructure caused by general construction activities (e.g. Damage to roads and kerbing) and R2,500 of the Owners deposit is a non-refundable deposit (R500.00 for alterations) to contribute to the costs of monitoring and enforcing compliance with all the regulations pertaining to Construction on the Estate, as well as performing the role of Client Liaison with regard to Construction in general on the Estate.

1.3.3 The refund of the refundable portion of the deposit shall be done in terms of the conditions of paragraph 3.6 below, after any fines or penalties issued have been deducted.

1.4 Building Plans and Variations

1.4.1 The Contractor shall ensure that a copy of the Approved Building Plans, approved by the HOA and the Local Authority, as applicable, is lodged at the HOA Office and is available for inspection by the HOA, BCO, the Building Inspector of the Local Authority, and the NHBRC representative.

1.4.2 Any variations to the Approved Building Plans must comply with the process, procedure, and requirements of the BDCR, and shall be submitted to the HOA Office in PDF format for consideration.

1.5 Building Programme

1.5.1 Notwithstanding any provisions to the contrary in the Building Agreement concluded between the Owner and the Contractor, the parties shall be obliged to complete the Construction within twelve (12) months after commencement. Commencement date shall mean the date on which the Site Access Certificate is granted.

1.5.2 Prior to, or within three months after the commencement of the Construction, the Owner may apply in writing to the HOA for an extension of the abovementioned period for the completion of the Construction, which application shall be duly supported by written motivation related to the size and complexity of the Construction only. The HOA shall have the sole and absolute discretion to grant or refuse an extension in time for the completion of the Construction.

1.5.3 Should the construction not be completed within 12 (twelve) months after commencement, or such extended period for completion as may have been granted by the HOA in terms of paragraph 1.5.2 above, the HOA shall be entitled to impose a Fine on the Owner as per Annexure “D”.

1.5.4 The Fine contemplated in paragraph 1.5.3 above shall be due and payable by the Owner upon receipt of an invoice or written notification. The Fine shall be in addition and unrelated to the Penalties referred to in the Rules of the HOA.

1.5.5 No Completion Certificate shall be issued to the Owner by the HOA until the Fine contemplated in paragraph 1.5.3 above have been paid.

1.6 Insurance

1.6.1 The Contractor shall, prior to commencing work on the Building Site, provide the HOA with proof from his insurers or insurance broker that insurance cover as contemplated under paragraph 3.4 of Annexure “A” is in place.

1.7 Vegetation Search and Rescue

1.7.1 Prior to commencing the clearing of the Building Site, the Contractor shall ensure that all the pre-clearance requirements of the HOA have been complied with. No site clearance may commence prior to the Site Access Certificate being granted.

1.7.2 Notwithstanding the compliance contemplated in paragraph 1.7.1 above, the Contractor remain obliged to ensure that on the day of site clearance all animals (such as tortoises and the like) have been removed and relocated to safety, in conjunction with the BCO and the PDC.

2. CONSTRUCTION RULES AND COMPLIANCE

After access to the Building Site has been given to the Contractor, he shall ensure compliance with the following conditions during the process of Construction up to final completion and demobilisation from the Building Site:

2.1 Approved Building Plans

2.1.1 A copy of the Approved Building Plans shall be kept on the Building Site at all times from the date of commencement of Construction until the issuing of the BCO Clearance Certificate. "Commencement of Construction" is deemed to be when the Site Access Certificate is granted.

2.1.2 Any variation to the Approved Building Plans must be submitted to the HOA for approval before the execution of such variations and the drawings must be amended and signed off by the DRC, and the Local Authority, as applicable, and such drawings must be kept on the Building Site.

2.1.3 Contractors must be familiar with the provisions of the BDCR, and refrain from executing any variations requested by the Owner where such variations have not been approved.

2.2 Energy Saving Devices

2.2.1 In instances where energy saving alternatives to specified material to be used in the Construction process become available, the Contractor may advise accordingly, and if the Owner and the Architect involved are satisfied, the Architect may issue a Variation Order to the original specification, provided that the Owner and the Contractor comply fully with the processes and procedures in this regard prescribed in the Rules of the HOA and the provisions of the By-laws of the Local Authority, as applicable.

2.3 Survey Beacons and Certificates

2.3.1 The Owner shall employ a Surveyor to indicate the Building Site boundary pegs and contour lines, and the closest survey beacons established as part of the infrastructure construction.

2.3.2 A copy of the Surveyor's certificate confirming that this has been done is to be submitted to the BCO Office prior to the issuing of the Site Access Certificate by the BCO.

2.3.3 The Surveyor (preferably the same Surveyor who issued the original Height Certificate) shall also issue a Certificate regarding the "as is" finished height. It is, however, with a view to

timeously detecting and correcting any possible exceeding of the maximum allowed height, recommended to Owners and Contractors to have the ground floor, finishing floor level (FFL), and the wall plate height, as applicable, determined and confirmed by a Surveyor, before commencing with the structure and the roof.

2.3.4 On completion, the Site boundary pegs must be intact and pointed out to BCO.

2.4 Site Clearance

2.4.1 Site clearance may only commence after the Site Access Certificate has been granted.

2.4.2 The Site Access Certificate will not be granted prior to the environmental survey as contemplated in the Rules of the Estate has been completed.

2.4.3 Only the area inside the cadastral boundary of the Erf will be allowed to be cleared for Construction.

2.4.4 The initial site clearance activity shall be the removal of topsoil which shall be stockpiled for later re-use on the Building Site.

2.4.5 The location of the stockpile shall be agreed to with the BCO prior to commencement of site clearance activities. Any stockpiled soil and building sand must be covered with shade cloth to stabilise during wind.

2.4.6 Site Clearance must only take place when the commencement of Construction is imminent to avoid the unnecessary generation of windblown dust.

2.4.7 Where premature Site Clearance has taken place, or where Construction has been delayed, the Contractor shall put ground stabilisation measures in place to the satisfaction of the BCO.

2.5 Setting-out

2.5.1 Setting-out of the building shall be carried out by the Surveyor.

2.5.2 The Contractor shall notify the BCO Office once the Setting-out has been completed.

2.5.3 BCO reserves the right to have the Setting-out independently checked. If the Setting-out is found to be incorrect, the cost of such an independent check will be for the Owner's account, and paid for directly, or deducted from the Construction Deposit.

2.6 Existing Services

2.6.1 The Contractor shall familiarise himself with existing services on the Estate and in particular those related to the Building Site, prior to the commencement of Construction. This relates to

water supply, sewage lines and manholes, electrical services and telephone/communication cables, ducts, and manholes.

2.6.2 The Contractor shall remain responsible for the protection of existing services until demobilisation from the Building Site. Any costs to repair damage caused by the Construction activities to the existing services will be for the Contractor's account.

2.6.3 Connection of permanent services from the new building into the existing services shall be carried out by qualified and certified artisans. Connection of the electrical services shall only be carried out by a registered electrical Contractor.

2.7 Provision of Labour, Plant, and Materials

2.7.1 The Contractor shall ensure that the employment of personnel complies in all respect with applicable statutory prescripts and labour agreements.

2.7.2 All plant, materials and work performed must be in accordance with the National Building Regulations, the NHBRC guidelines, the approved specifications, and the Rules applicable to the Estate.

2.8 Temporary Services

2.8.1 The Contractor is responsible for the application for temporary services required for the Construction activities.

2.8.2 Water application shall be made to the Local Authority and carried out by a qualified plumber. A standpipe with brass tap fixed to a dropper set in the ground to provide a stable base for the standpipe. A watertight container must be placed on the ground below the tap to collect spill. Any leaks to the standpipe or container must be repaired immediately. Failure to do any of this will lead to Fines.

2.8.3 Electrical supply shall be in accordance with the Health and Safety Act. Only a registered Electrical Contractor is permitted to erect approved temporary electrical supplies.

2.8.4 The Contractor is ultimately responsible to ensure that the installation of the temporary supply is maintained in a safe way and remains compliant with regulations governing electrical installations and will conduct inspections on a regular basis.

2.8.5 Ablution facilities shall be provided as set down in paragraph 3.4.1 to 3.4.3. of the Agreement.

2.8.6 Where waterborne facilities are provided, these shall be installed by a qualified plumber, and in accordance with the rules set down for the Estate for permanent installations, including the use of water saving devices.

2.9 Site Access Control

2.9.1 Access to the Building Site shall be in strict accordance with the requirements of paragraph 3.19 of the Agreement.

2.10 Barricades and Fencing

2.10.1 Street frontage hoarding is not a requirement for the Estate but may be erected by the Contractor after prior approval from the BCO.

2.10.2 The remaining sides of the usable building site must be fenced in terms of environmental requirements (See paragraph 3.15 of the Agreement), with a minimum of a 1,5m high green shade net fencing, secured with cable ties (or lacing twine and PVC wire coil) to wooden poles/steel droppers at 1200mm centres, driven firmly into the ground to the approval of BCO. The hoarding must be maintained throughout the Construction and must be replaced immediately in the event of any damage thereto.

2.10.3 Where the Building Site is adjacent to an existing residence the requirements in terms of paragraph 3.2.3 of the Agreement shall be complied with.

2.10.4 Fines will be levied against the Contractor for non-compliance, and the Construction stopped until rectification, to the satisfaction of the BCO.

2.11 Storage Containers and Storage of Material

2.11.1 Storage containers must be erected as provided for under paragraph 3.11.

2.11.2 All Construction material must be stored on the Building Site within the cadastral boundary of the Erf.

2.11.3 No materials may be stored anywhere else without the permission of adjacent owners and/or HOA, depending on the circumstances.

2.12 Permissible Signage

2.12.1 HOA approved construction board only shall be erected as provided for under paragraph 3.17of the Agreement and Annexure “E”.

2.13 Waste Management

2.13.1 Building rubble and general waste shall be controlled as required under paragraph 3.11 and 3.12 of the Agreement.

2.14 Protection of Natural Vegetation and Dust Control

2.14.1 The Contractor shall implement appropriate measures, to the satisfaction of the BCO, to avoid damage to existing vegetation and to minimise the generation of dust or windblown sand resulting from the Construction activities.

2.14.2 In order to prevent dust and windblown sand, the Contractor shall also ensure that all areas of the Building Site are satisfactorily covered, prior to vacating the Site for the Builders’ Holidays in December.

2.14.3 The Contractor is referred to requirements related to Site Clearance as per paragraph 2.4 above and the obligation to cease dust generating activities during periods of high wind conditions.

2.14.4 Where a notice for non-compliance has been issued by the BCO, and no remedial action taken by the Contractor within twenty-four hours after the issuing of such notice, the HOA reserves the right to take action to Remedy the Breach. Costs in this regard will be for the Contractor's account, and a Fine will be levied.

2.15 Erosion Control

2.15.1 The Contractor shall be responsible for providing and maintaining protection against wash away and erosion damage throughout the duration of the Construction.

2.15.2 The Contractor undertakes to effect adequate measures to prevent any soil erosion by waste or storm water on or around the Building Site for the duration of the Construction.

2.15.3 No undermining of existing paved areas or roads is allowed.

2.15.4 All excavation must be adequately backfilled and compacted.

2.15.5 Where a notice for non-compliance has been issued by BCO and no remedial action taken by the Contractor within twenty-four hours after the issuing of such notice, the HOA reserves the right to take action to Remedy the Breach. Costs in this regard will be for the Contractor's account, and a Fine will be levied against him.

2.16 Excavation

2.16.1 Foundation or service trench excavation adjacent to existing buildings or paved surfaces must be undertaken with due care to avoid damage to existing Construction. Where necessary, the Contractor shall provide adequate protection of the existing structures.

2.16.2 Any damage caused to existing Construction must be made good by the Contractor when the damage becomes evident.

2.16.3 All large excavations on sloping sites, must first be contained by building the retaining walls or use of adequate shoring in order to prevent the collapse of the natural ground level of adjoining sites. The method of excavation must be discussed with BCO prior to commencement of the work.

2.16.4 All foundation excavations and filling under floors must be tested for compaction and be certified by a structural engineer prior to the placing of concrete. Such results must be made available to HOA as well.

2.16.5 All excavated spoil shall be immediately removed from the Building Site and from the Estate unless prior arrangements have been made with BCO.

3. POST-CONSTRUCTION SIGNING-OFF

After completion of the Construction, the following shall be complied with, prior to the Contractor being released from his obligations in terms of the Agreement:

3.1 Completion Certificate: HOA

3.1.1 Before the Occupation Certificate may be issued by the Local Authority, the BCO shall conduct an inspection to confirm compliance with the Approved Building Plans and ensure the Building Site and surrounding areas have no Rule transgressions, whereafter the HOA will issue a Completion Certificate which will allow the owner to apply for the Occupation Certificate.

3.1.2 After the issuing of the Completion Certificate by the HOA site toilets and waste bins may be removed..

3.2 Statutory Certificates

3.2.1 In addition to the Completion Certificate issued by the HOA, the Contractor shall obtain the necessary Certificate of Compliance regarding the electrical, glazing, gas, and any other installation subject to certification, as well as a final height certificate, all as applicable to the Construction , from the relevant issuing authority in order to apply for an Occupation Certificate.

3.2.2 The Contractor shall obtain an Occupation Certificate for the Construction from the Local Authority, prior to occupation being granted to the Owner, a copy of which shall be submitted by the Contractor to the BCO Office.

3.2.3 After submission of Occupation Certificate to the HOA, building deposit refunds may be applied for.

3.3 Making Good of Damage

3.3.1 The Contractor shall make good any damage to existing roads, paving, kerbs, sidewalks, services, adjacent building structures, etc. prior to demobilisation and moving off the Building Site.

3.3.2 Should the Contractor fail to repair any damage contemplated in paragraph 3.3.1 above, the BCO shall issue a notice of non-compliance and the Completion Certificate will be withheld.

3.3.3 Failure to commence remedial work within 7 (seven) days of the issuing of the notice will constitute a breach of the Agreement by the Contractor.

3.3.4 The HOA reserves the right to carry out the necessary repairs to the Estate infrastructure in the event of a breach, and costs incurred will be for the account of the Contractor and the Contractor will be liable for the direct costs plus 25% to cover supervision and administration charges.

3.4 Construction Deposit

3.4.1 BCO shall carry out a reconciliation of the Construction Deposit Accounts of the Owner and Contractor within 30 (thirty) days after the issuing of the Completion Certificate by the HOA.

3.4.2 Any claim arising from the breach of the Agreement and the Rules of the Estate, which is not covered by the amount of the respective Building Deposits, the HOA shall be entitled to recover from the Owner (to be debited against the Levy Account) and the Contractor.

3.4.3 The cost of any damage caused to the Estate attributable to the Construction activities shall be quantified by the HOA and the amount so determined shall be final and binding on the Owner and Contractor, as applicable.

3.4.4 Where the HOA rules that the Contractor or Owner or any of their agents, whether by way of commission or omission, have caused any damage to any portion of the Estate, then the Owner and Contractor shall be presumed to be jointly and severally liable for such damage.

3.4.5 If the Owner or the Contractor fails to dispute any claim made in terms of paragraph 3.4.4 above within seven days of receiving notice thereof, they shall be deemed to have accepted liability for such damage and for payment of the costs related thereto.

3.4.6 If the claim contemplated in paragraph 3.4.5 above is disputed and a satisfactory resolution cannot be achieved within 21 (twenty-one) days of the written notice of such dispute, the matter shall be referred for Arbitration as allowed for under paragraph 8 of the Agreement.

3.4.7 Any balance of the respective Construction Deposit accounts will only be released after all disputes have been satisfactorily resolved.

ANNEXURE "D"

SHELLEY POINT HOME OWNERS' ASSOCIATION

PENALTIES AND FINES: BREACH OF THE RULES AND THE PERMITTING AGREEMENT

1. Explanatory Notes

1.1 The Fines referred to in this Annexure are levied for the breach by the Owner and/or the Contractor, as applicable, of any term and condition of the Agreement.

1.2 Should the breach of the Owner and/or Contractor not be covered by the Agreement but constitutes a breach of the Rules of the Estate, the HOA would be entitled to impose a Penalty in accordance with the provisions of the Rules, the Related Procedures, and Penalty Schedules.

1.3 The amounts of the Fines specified in this Annexure relate to the breach of a term and condition of the Agreement only and are calculated at the maximum amount contractually agreed.

1.4 The actual amount of a Fine levied by the HOA in terms of paragraph 1.3 above shall be determined after following due process, with due regard to the circumstances resulting in the breach of a provision of the Agreement, as well as any aggravating or mitigating circumstances related to the breach. Fines are cumulative and applicable per incident.

1.5 The HOA may, in addition to the levied Fine, exercise its rights in terms of paragraph 6.6 and 6.7 of this Agreement undiminished.

1.6 Notices issued in terms of this Annexure are issued to the Member and the Contractor at the addresses as per the elected *domicilium citandi et executandi* in the Agreement and shall be in writing.

1.7 The paragraph numbers referred to in this Annexure in relation to Fines refer to the numbered paragraphs and subject contained in the Agreement and/or an Annexure to the Agreement, as applicable.

2. Fines

2.1 General: Agreement

Paragraph and Subject: 2.1.3 Supporting the Objectives and Function of the HOA.
Fine: R5,000 (Five thousand Rand)

Paragraph and Subject: 2.1.4 Compliance with Application to Build (par 7 to 11)
Fine: R5,000 (Five thousand Rand).

Paragraph and Subject: 2.1.8 Owner Responsible for Non-compliance by Contractor
Fine: As per the Rules of the Estate and the provisions of this Agreement.

Paragraph and Subject: 3.1 Compliance with Building Design and Construction Rules
Fine: R5,000 (Five thousand Rand).
Cross Reference: See Annexure "C" paragraph 1.5

Paragraph and Subject: 3.2 Nuisance and Encroachment
Fine: R1000 (One thousand Rand)

Paragraph and Subject: 3.3 Working Hours
Fine: Contractor fined R500 (Five hundred Rand), plus R100 (One hundred Rand) per employee present on the Estate.

Paragraph and Subject: 3.4 Provision and Use of Facilities, Lunch and Tea Breaks
Fine: R500 (Five hundred Rand).

Paragraph and Subject: 3.5 Fires and Fireworks
Fine: R2,000 (Two thousand Rand).

Paragraph and Subject: 3.6 Liquor, Illegal Substances, and Firearms
Fine: R5,000 (Five thousand Rand).

Paragraph and Subject: 3.7 Watchmen
Fine: R500 (Five hundred Rand).

Paragraph and Subject: 3.8 Vehicles
Fine: R500 (Five hundred Rand).

Paragraph and Subject: 3.9 Deliveries
Fine: R2,000 (Two thousand Rand).

Paragraph and Subject: 3.10 () Washing of Ready-mix Concrete Delivery Vehicles
Fine: R1,000 (One thousand Rand).
Cross Reference: Refer to paragraph 3.11.10.6 and 3.11.11.

Paragraph and Subject: 3.11 Building Site: Storage and Waste Management
Fine: R2,000 (Two thousand Rand).

Paragraph and Subject: 3.12 Site Neatness and Protection of Infrastructure
Fine: R2,000 (Two thousand Rand)

Paragraph and Subject: 3.13 Control, Induction and Registration of Personnel
Fine: R500 (Five hundred Rand) plus R100 (One hundred Rand) per employee on the Estate.
Cross Reference: Refer to paragraph 3.19

Paragraph and Subject: 3.14 Co-ordinating Meetings
Fine: R1,000 (One thousand Rand).

Paragraph and Subject: 3.15 Environmental Compliance
Fine: R10,000 (Ten thousand Rand)

Paragraph and Subject: 3.16 Health and Safety Compliance
Fine: R2,000 (Two thousand Rand)

Paragraph and Subject: 3.17 Advertising and Commercial Activities
Fine: R1,000 (One thousand Rand)

Paragraph and Subject: 3.18 Payment of Wages
Fine: R1,000 (One thousand Rand).

Paragraph and Subject: 3.19 Security Protocol
Fine: R200 (Two hundred Rand per offending employee)

Paragraph and Subject: 3.20 Traffic Control
Fine: R500 (Five hundred Rand)

2.2 Annexure "A"

Paragraph and Subject: 1 General/Procedure and Terms and Conditions
Fine: R5,000 (Five thousand Rand)

2.3 Annexure "B"

Paragraph and Subject:
Fine:

2.4 Annexure "C"

Pre-construction Qualifications

Paragraph and Subject: 1.1 Induction and Personnel Identification
Fine: R500 (Five hundred Rand) plus R100 (One hundred Rand) per employee on the Estate.
Cross Reference: Refer to paragraph 3.13

Paragraph and Subject: 1.2 Vehicle Identification
Fine: R500 (Five hundred Rand).
Cross Reference: Refer to paragraph 3.8

Paragraph and Subject: 1.3 Construction Deposit
Fine: R5,000 (Five thousand Rand).

Paragraph and Subject: 1.4 Building Plans and Variations
Fine: R500 (Five hundred Rand).

Paragraph and Subject: 1.5 Building Programme
Fine: Owner & Contractor to pay R2 500,00 (Two thousand Five Hundred Rand) each per month, pro rata calculated from the first day following the agreed completion date, until the actual date of completion of the Construction.

Paragraph and Subject: 1.6 Insurance
Fine: R1,000 (One thousand Rand).

Paragraph and Subject: 1.7 Vegetation Search and Rescue
Fine: R500 (Five hundred Rand)

Construction Rules and Compliance

Paragraph and Subject: 2.1 Approved Building Plans
Fine: R500 (Five hundred Rand).

Paragraph and Subject: 2.3 Survey Beacons and Certificates
Fine: R500 (Five hundred Rand).

Paragraph and Subject: 2.4 Site Clearance
Fine: R1,000 (One thousand Rand).

Paragraph and Subject: 2.5 Setting-out
Fine: R500 (Five hundred rand).

Paragraph and Subject: 2.6 Existing Services
Fine: R2,000 (Two thousand Rand)
Cross Reference: Refer to paragraph 3.3 and 3.4 Annexure "C"

Paragraph and Subject: 2.7 Provision of Labour, Plant and Material
Fine: R2,000 (Two thousand Rand)

Paragraph and Subject: 2.8 Temporary Services
Fine: R1,000 (One thousand Rand) for electrical and R500 (Five hundred Rand) for other.

Paragraph and Subject: 2.9 Site Access Control
Fine: R200 (Two hundred Rand) levied per offending employee/vehicle of the Contractor.
Cross Reference: Refer to paragraph 3.19 and 3.20, and paragraph 1.1 and 1.2 of Annexure "C".

Paragraph and Subject: 2.10 Barricades and Fencing
Fine: R1,000 (One thousand Rand).
Cross Reference: Refer to paragraph 3.2.3

Paragraph and Subject: 2.11 Storage Containers and Storage of Material
Fine: R2,000
Cross Reference: Refer to paragraph 3.11.

Paragraph and Subject: 2.12 Permissible Signage
Fine: R500 (Five hundred Rand).
Cross Reference: Refer to paragraph 3.17.

Paragraph and Subject: 2.13 Waste Management
Remedial Action:
Fine: R2,000 (Two thousand Rand).
Cross Reference: Refer to paragraph 3.11.

Paragraph and Subject: 2.14 Protection of the Natural Vegetation
Fine: R2,000 (Two thousand Rand).
Cross Reference: Refer to paragraph 3.11 and 3.15.

Paragraph and Subject: 2.15 Erosion Control
Fine: R2,000 (Two thousand rand).

Paragraph and Subject: 2.16 Excavation
Fine: R500 (Five hundred rand).

<u>Post-construction Signing-off</u>

Paragraph and Subject: 3.1 Statutory Certificates
Fine: R2,000 (Two thousand Rand) per month, pro rata calculated from the first day following the date that occupation was taken, until the actual date of receiving the Occupation Certificate.

Paragraph and Subject: 3.2 Completion Certificate: HOA
Fine: R1,000 (One thousand Rand)

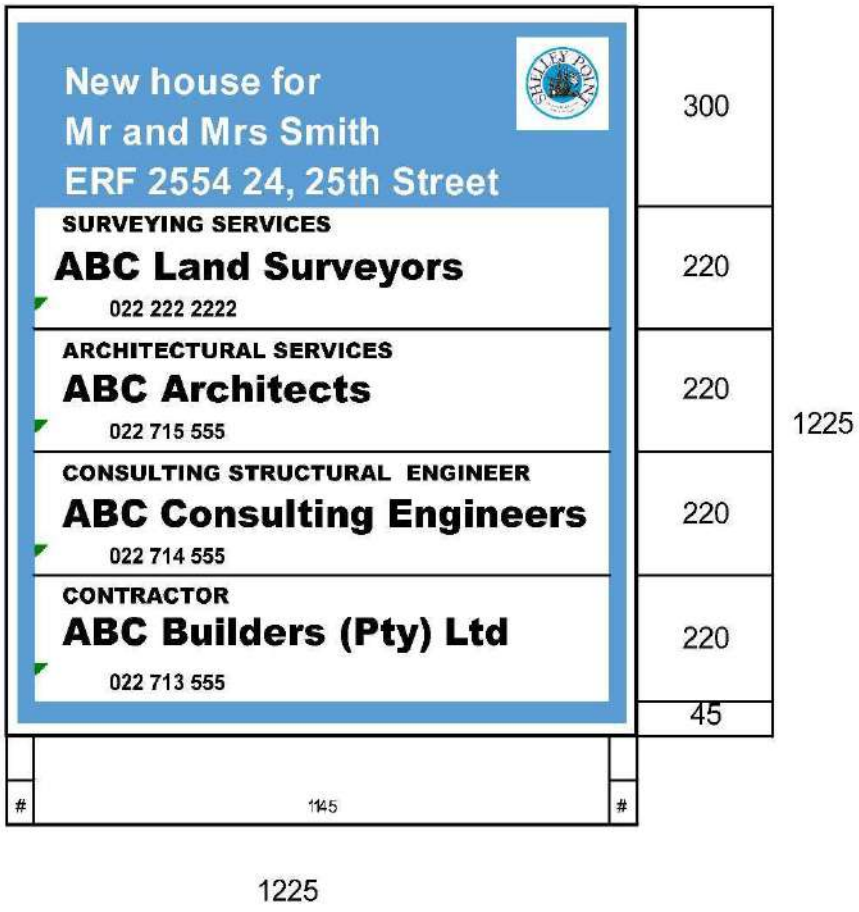
Paragraph and Subject: 3.3 Making Good of Damage
Fine: R1,000 (One thousand Rand).

Paragraph and Subject: 3.4 Making Good of Damage
Fine: R2,000 (Two thousand Rand).

ANNEXURE "E"

SHELLEY POINT HOME OWNERS' ASSOCIATION

PRO FORMA CONTRACTORS NOTICE BOARD



Fonts

Title Block: Arial bold in upper and lower case in white
Professional titles : Arial bold upper case black
Names of professional firms: Arial bold Upper and lowercase black
To have 25mm square tube frame all round with two x 3m 60mm steel/ wooden poles