

BOTHA'S HILL • KZN

Circa 1860

STONEFORD

COUNTRY ESTATE

STONEFORD HOME OWNERS' ASSOCIATION

(ASSOCIATION INCORPORATED UNDER SECTION 21)

AGREEMENT

CONTRACTOR'S PROTOCOL AND OBLIGATIONS

(TO BE COMPLETED AND SIGNED BY ALL PARTIES IN RESPECT OF ALL
WORK CARRIED OUT AT STONEFORD COUNTRY ESTATE)

IT IS AGREED: -

1. PARTIES

1.1. The Parties to this Agreement are-

1.1.1. STONEFORD HOMEOWNERS' ASSOCIATION NPA, Registration No.

2006/026511/08

1.1.2. CONTRACTOR:

Contact Persons:

Registration Number:

Workman's Compensation Number:

VAT Registration Number:

Postal address:

Physical address:

Contact number:

Email address:

- 1.1.3. OWNER:.....
- Contact Persons:
- I.D. No. / Registration Number:
- Postal address:
- Physical address:
- Contact number:
- Email address:

1.2. The Parties to this Agreement warrant that they and their respective signatories have the necessary power and authority to conclude this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement the following words or expressions shall have the meanings assigned to them, with cognate words or expressions having corresponding meanings, unless the context clearly requires or indicates otherwise:-

- 2.1.1. "Association" means the party referred to in **1.1.1**;
- 2.1.2. "Developer" means Copper Moon Trading 93 (Pty)Ltd;
- 2.1.3. "Contractor" means the Party referred to in **1.1.2**;
- 2.1.4. "Owner" means the registered owner of an individual residential erf within the Estate;
- 2.1.5. "Principal Agent" means the accredited architect/Professional approved by the Association, and commissioned by the Owner for the duration of the Building Contract, to do a full service up to the issue of Certificates of Completion and Occupation of the dwelling / premises;
- 2.1.6. "Estate" means collectively all the immovable property within the Stoneford Country Estate in respect of which an Owner is obliged to become a member of the Association;
- 2.1.7. "SDRC" means the Stoneford Design Review Committee, which Committee functions in conjunction with the Association and the Developer.
- 2.1.8. "Building Contract" means the contract governing/regulating all aspects of the construction process to be concluded by the builder on behalf of the owner.
- 2.1.9. "Site" means the individual residential erven upon which construction activity or work is to be carried out by the Contractor for and on behalf of the Owner in terms of a Building Contract.
- 2.1.10. "EMP" means the Environmental Management Plan (copy of which is annexed hereto marked EMP).

- 2.1.11. "Estate Manager" means the person appointed by the Association to manage the Estate.
 - 2.1.12. "Parties" means the Association and the Contractor referred to as such in this document;
 - 2.1.13. "Sub-contractor" means any service provider engaged by the Contractor or Owner to render a service to the Site.
 - 2.1.14. "Agreement" means the Agreement as concluded between the Association, the Contractor and the Owner as recorded in this document.
- 2.2. In this Agreement:-
- 2.2.1. words importing any one gender shall include the others;
 - 2.2.2. words importing the singular shall include the plural and vice versa;
 - 2.2.3. reference to a natural person shall include a legal person and/or an association of persons and vice versa;
 - 2.2.4. any reference to the Parties shall include and be binding upon their respective heirs, executors, trustees and successors;
 - 2.2.5. headings are included for convenience only and are not to be used in construing or interpreting this Agreement;
 - 2.2.6. any reference to any statute, legislation or regulations shall be deemed to include any lawful amendments thereto or re-enactments thereof.
- 2.3. This document and the documents referred to in this Agreement are the sole memorandum of the Agreement reached between the Parties with respect to the subject matter referred to herein and no conditions, stipulations, warranties or representations shall be binding between the Parties other than those as specifically recorded in this Agreement.
- 2.4. A fully executed emailed copy of this Agreement shall be accepted as an original and this Agreement may be signed in counterparts and will be effective as such.
- 2.5. No amendment of this Agreement shall be binding on the Parties unless reduced to writing and signed by the authorised representatives of the Parties.
- 2.6. In the event that any of the provisions of this Agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.

3. RECORDAL

- It is recorded that:-
- 3.1. the Contractor is accredited and appointed to undertake building and construction work on the Estate;
 - 3.2. the Contractor acknowledges that this Agreement stands in respect of all present and future building and construction work carried out or to be carried out on the Estate, and that the Contractor's obligations may, on written notice, be amended from time to time;
 - 3.3. the Contractor and the Owner have concluded a valid Building Contract.

4. PRINCIPAL AGENT

- 4.1. The Owner undertakes to ensure that the Principal Agent strictly complies with all the terms and conditions of this Agreement and the Building Contract.
- 4.2. Should the Owner elect not to appoint a Principal Agent, then the Owner shall be directly responsible for the fulfillment of such role, and the obligations and consequences that follow as a function thereof.

5. CONSTRUCTION ACTIVITY AND WORK ON THE ESTATE

5.1. Construction Period

- 5.1.1. Construction of any house, improvements, or alterations once commenced shall be completed within 12 (TWELVE) months, save with the consent in writing of the Association.
- 5.1.2. Commencement is on handover which entails compliance with clauses, **5.2; 5.3; 5.4 and 5.5**, as well as the attendance of an induction course between the Estate Manager, the Contractor, and the Owner.

5.2. Construction Signs

- 5.2.1. The Contractor shall erect a construction sign in the form approved by the Association. It shall be in accordance with the design and dimensions as indicated in Annexure A hereto.
- 5.2.2. The construction sign shall state the erf number, architect's name, engineer's name, builder's name, and contact details, and if approved by the Owner, the Owner's name.
- 5.2.3. No other signs of the Contractor, subcontractors, suppliers, financing companies or any other party shall be erected on the Site.
- 5.2.4. The construction sign shall not include the wording "For Sale", "To Let", "Spec" or any other wording not approved by the Association.
- 5.2.5. The lettering on the construction sign shall be white and the background black as approved by the Association;
- 5.2.6. The construction sign shall be erected in a position on the Site as agreed to at the Site handover.

5.3. Erosion Control

- 5.3.1. The Contractor shall install temporary construction entrances, fences and other erosion control methods considered necessary immediately upon the Site being cleared.
- 5.3.2. All erosion control measures and methods shall be in accordance with the EMP and be undertaken in collaboration with the Estate Manager, so as to ensure erosion is avoided.
- 5.3.3. Sandbags, berms and silt curtains are to be placed on the Site where necessary to prevent erosion;
- 5.3.4. Any erosion which does occur will be immediately remedied;
- 5.3.5. Any non-compliance necessitates an inspection by the

Environmental Officer shall be for the account of the Owner.

5.4. Litter Control and Site Aesthetics

The Contractor shall control all litter (including windblown litter) by the following methods:-

- 5.4.1. by the installation of a fence along and around the entire perimeter of the Site. The fence shall be forest green 80 % shade cloth, 2 m high with one x 4 m entrance in a position agreed to, at Site handover. The shade cloth is to be affixed to the outside of the supporting poles by means of green painted battens running the full height of the poles, which are to be spaced not more than 2.4 m apart. The top is to be kept horizontal by means of battens, wire or mesh. The fence shall be erected within 7 (seven) days from date of Site handover and prior to any earthwork and building work commencing and shall remain in place until the Association instructs that the fence must be removed;
- 5.4.2. the entrance gate to the Site is to be covered with shade cloth and must be closed and locked at the end of each working day;
- 5.4.3. the Site is to be kept clear of litter and building rubble, particularly on Friday afternoons. The Estate Manager may require the Contractor to clear the Site at any stage, if in his opinion, the Site is untidy;
- 5.4.4. the placement of litter bins on Site, or a demarcated screened refuse collection area;
- 5.4.5. no burning of litter or rubbish is permitted on the Site;
- 5.4.6. all litter outside the Site is to be picked up immediately;
- 5.4.7. the grass on the Site must be kept short.

5.5. EMP (Environmental Management Plan)

- 5.5.1. The Contractor, Owner and all sub-contractors; agents, supplies, etc. shall comply with the provisions of the EMP;
- 5.5.2. The Owner and Contractor shall ensure that they have familiarized themselves with the terms and conditions of the EMP;
- 5.5.3. The SHOA shall cause for the site to be inspected on a monthly basis during the period of construction, by the appointed EMP consultant, who shall issue his report monthly. Any non-compliance in respect of this site shall be attended to and rectified within 7 days of notification to the Owner, failing which the SHOA will rectify and recover the cost thereof from the Owner. There shall be a monthly fee of R650 charged to the Owner during the period of the construction, to cover the cost of the above independent inspection.
- 5.5.4. Any non-compliance with the EMP which results in the fine being issued by the Municipality against the Association or Developer, shall be for the account of the Owner and/or Contractor.

5.6. Workhours

- 5.6.1. Unless otherwise approved by the Association:-

- 5.6.1.1. construction work shall be limited to the time between 07h00 and 16h30 from Mondays to Fridays;
 - 5.6.1.2. Contractors and their staff shall have access to the Estate and the site from 06h45, and all staff shall have left the Site by 17h00;
 - 5.6.1.3. construction activity may be allowed on a Saturday between 07h30 and 13h30 with prior written permission and only in warranted circumstances. The SHOA has sole discretion in this regard.
 - 5.6.1.4. no construction activity or work shall be allowed on Sundays or public holidays;
 - 5.6.1.5. all deliveries shall occur so as to allow for the timeous offloading of the delivery vehicle so as to ensure compliance with the aforesaid working hours.
 - 5.6.2. The Contractor shall furnish the Association with the name and contact number of a person being a responsible representative of the Contractor who may be contacted for any emergencies which may occur after hours.
- 5.7. Behaviour
- 5.7.1. All construction workers are expected to behave in a workmanlike manner. Behaviour shall not disturb other residents or activities on the Estate. The Estate Manager shall have the right to control all behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.
 - 5.7.2. No workers may leave the Site at any time save in the exercise of their duties, and only then by vehicle and not on foot.
 - 5.7.3. In the case of construction on more than one Site (unless the sites are immediately adjacent to each other), movement of personnel between Sites shall be restricted to vehicles, i.e. no pedestrian traffic, unless permission granted in writing by the SHOA.
 - 5.7.4. No worker employed by the Contractor shall be entitled to be on the Site or on the Estate other than during the hours stipulated in 5.6.1., unless prior written consent has been given by the Estate Manager.
 - 5.7.5. The Contractor is responsible for the conduct of all subcontractors on Site.
- 5.8. Supervision
- The Contractor shall appoint a supervisor or foreman to control the Site. A supervisor or foreman shall not control more than 3 (three) Sites on the Estate at any one time and is required to be on the Estate and immediately available during working hours and will be deemed to be representing the Contractor in that person's absence.

5.9. Prevailing Legislation

The Owner, Contractor and all Sub-contractors shall ensure that all provisions of all applicable legislation shall be adhered to on site.

6. SECURITY ACCESS POINTS

- 6.1. Contractors and their employees shall only enter the Estate through the construction gates as designated by the Association from time to time.
- 6.2. Construction vehicles exceeding 3 tonnes shall only use the construction roads within the Estate as designated by the Association.
- 6.3. Contractors shall ensure that all delivery vehicles are advised to enter through the appropriate construction gate and are informed as to the Site to which delivery is to be effected.
- 6.4. All parties hereto, acknowledge and agree, to allow the Association and/or its Nominees, which include the Estate Security Guards, to carry out spot searches on all vehicles entering and exiting the estate, from time to time.

7. FURTHER CONTROLS

- 7.1. No pedestrian traffic by a Contractor or any of its employees is permitted on the Estate.
- 7.2. No changing and/or washing in the full view of public is permitted.
- 7.3. The vehicular speed limit of 40 km/h on the Estate is to be strictly adhered to.
- 7.4. No overloading of vehicles, including overloading with passengers, is permitted.
- 7.5. Contractor shall ensure that all loads on vehicles are secure and that workmen/passengers are safely seated whilst in transit.
- 7.6. The Contractor shall ensure that there is a supervisor or foreman on the Site at all times.
- 7.7. The Contractor shall ensure that his staff, employees and labourers may only congregate outside the construction gates of the Estate whilst waiting for their employer or supervisor.
- 7.8. Deliveries of construction materials shall not be permitted before 08h00 or after 16h30.
- 7.9. All sub-contractors shall be bound by the provisions hereof. It shall be the contractor and/or Owner's responsibility to ensure sub-contractor compliance herewith.
- 7.10. **All fines issued by the Association shall be paid within 7 (seven) working days after issue, by the Owner, failing which access to the Estate will be denied to the Contractor and its employees.**
- 7.11. The Contractor shall ensure that all the Contractor's vehicles use the roads within the Estate with due care and consideration for passenger and pedestrian safety.
- 7.12. Should any of the road edgings/verges, Telkom and electricity manholes, sewer connections, irrigation valves, metro water pipes, fire hydrants and any other services or trees on the Property or within the Estate be damaged by the Contractor including its employees and vehicles then the Contractor shall be responsible for repairing such

- damage at the Contractor's own cost. Precautionary measures should be undertaken by the Contractor at the outset to prevent any damage.
- 7.13. Should the Contractor require additional security for a Site, over the above the security provided by the Association to the Estate then this must be arranged with the security company contracted by the Association via the Estate Manager. The costs of such additional security will be borne by the Contractor.
- 7.14. The Contractor indemnifies the Association against any claims for loss or damage, which may occur on the Estate during the operation of this Agreement.
- 7.15. **The Owner shall lodge a building deposit of R20 000 on signature of this agreement and prior to commencement of any activity on site.**
- 7.16. Construction vehicles shall not be parked in any area other than on the Site or on the verge bordering the Site. Construction vehicles shall be parked with due consideration for other users of the roads within the Estate. Any damage caused by the parking of heavy vehicles will be repaired by the Contractor at the Contractor's own cost.
- 7.17. Storing of Construction Material
All construction material shall be stacked neatly on the Site and behind the shade cloth on the Site.
- 7.18. **Toilet and Wash-up Facilities**
The Contractor shall provide adequate portable and temporary chemical toilet facilities, plus wash-up facilities for construction workers during the construction period. The location of the toilet facilities shall be screened so as to minimise visibility to other residents on the Estate.
The wash-up facilities must be completely screened from view from all sides, including above, should the site dictate. The toilets shall be screened off within the Site with double layer of 80% forest green shade cloth.
- 7.19. Final Clean Up
Upon the conclusion of the construction work, the Contractor shall restore all pavements, roadways, verges, ditches and drainage channels, to their original condition, including fine grading and seeding, assure positive drainage with no standing water, clean the entire Site of all construction debris and refuse, and remove all temporary fencing facilities, equipment and unused materials. Where necessary, verges are to be levelled to their original condition, grass sods laid and any trees destroyed replaced, in liaison with the Landscape Consultant. The Estate Manager will, on completion of the Building Contract, as part of the approval of the as-built plans by the Association, carry out an inspection of the works inclusive of the verges and services.
- 7.20. Insurance
The Contractor shall, at his/it's expense, take out a Contractor's Works Policy, per Site,

for the replacement value of the Contract Works, which the Contractor has undertaken. The Contractor's Works Policy will also include a Public Liability Limit of Indemnity of R10,000,000.00 (ten million rand) together with a Surrounding Property Extension with a Limit of Indemnity of R2,000,000.00 (two million rand), for any claim for damages arising from acts or omissions by the Contractor and/or its employees and/or agents.

The Contractor indemnifies the Association against payment of any such claims for damages. The Contractor will ensure that all Premiums payable are up to date, and should the Contractor's Policy be cancelled as a result of non-payment of premium, the Contractor will be liable for any resultant claims for damages, in the event of the Contract Works Policy, not responding. . The Contractor is to issue Proof of Insurance to the Association, at the commencement of construction. The Association reserves the right to have the Contractor's Contract Works Policy vetted and should the Association feel that the Contractor's Contract Works Policy is inadequate, the Contractor will be obliged to make the necessary amendments, as requested by the Association.

7.21. Exterior Coatings

The Contractor (and Owner) acknowledges the Association's requirement to comply fully with the Architectural Code and the SDRC's approvals and guidelines in all respects, as well as with regard to exterior coatings and colours. Failure to comply with this requirement will result in the Association insisting on the exterior coatings being re-applied at the Contractor's expense.

7.22. Neighbouring Lots

No encroachment onto neighbouring lots will be permitted without the prior permission of the owners of such lots and the Association.

7.23. Surveyors beacons

The Contractor is to re-instate all surveyor's boundary beacons on completion of the project. Any subsequent deviation found will be for the Contractor's responsibility to rectify and to obtain a certificate from a registered land surveyor confirming that the positions of the beacons are correct.

8. APPROVED PLANS / SITE HANDOVER AND DEVIATION FROM APPROVED PLANS

8.1. Handover of the Site shall only commence upon presentation of plans approved by the Association (SDRC) and the Local Authority.

8.2. **The Contractor shall not deviate from the approved Plans without being in possession of amended Plans approved by the SDRC and proof of submission to the local council.**

9. ADDITIONS, ALTERATIONS AND AMENDMENTS TO AGREEMENT

The Contractor acknowledges that the Association shall be entitled from time to time to make such additions, alterations or amendments to the provisions of this Agreement as the Association in its sole discretion deems necessary for the efficient and proper management

and control of the Estate, and the Contractor undertakes to abide by and comply with any such additions, alterations and amendments immediately upon receipt of notification thereof.

10. BREACH

- 10.1. In the event of the Contractor being in breach of any of the Contractor's obligations under this Agreement, then the Association shall be entitled, *inter alia*, to impose one or more of the following remedies:-
- 10.1.1. give written notification to the Contractor to remedy the breach within 24 (twenty-four) hours of receipt of written notification;
 - 10.1.2. remove the Contractor's access to the Site until the breach has been remedied;
 - 10.1.3. insist on rectification of the breach at the Contractor's cost;
 - 10.1.4. issue a written warning;
 - 10.1.5. impose a fine in accordance with the Schedule of Fines to be published from time to time;
 - 10.1.6. ban the Contractor from the Estate for a period of time;
 - 10.1.7. permanently ban the Contractor from the Estate.
- 10.2. Any of the aforesaid breach provisions may also be imposed upon the Principle Agent and/or Owner.
- 10.3. The SHOA shall cause for the site to be inspected by its representative on a fortnightly basis and shall notify the respective parties in writing of any non-compliance which will require the attention of the Contractor or Owner, as recorded in this agreement.

SIGNED for and on behalf of the **STONEFORD HOMEOWNERS ASSOCIATION NPA**, at BOTHA'S HILL on the _____ day of _____ 20____

AS WITNESS:

1. _____
duly authorised

SIGNED for and on behalf of the **CONTRACTOR** at BOTHA'S HILL on the _____ day of _____ 20____

AS WITNESS:

1. _____
duly authorised

SIGNED for and on behalf of the **OWNER** at BOTHA'S HILL on the _____ day of _____ 20____

AS WITNESS:

1. _____
duly authorised