



SILWERSTRAND

GOLF & RIVER ESTATE

SHOA CONTRACTORS AGREEMENT

**Agreement for Qualification of and Code of Conduct for Contractors, Sub-Contractors and Owner Builders within the Silverstrand Golf & River Estate
("the Estate")**

entered into by and between

SILWERSTRAND HOMEOWNERS' ASSOCIATION

herein represented by _____, duly authorised thereto
("SHOA")

and

herein represented by _____, duly authorised thereto
("the Owner")

and

herein represented by _____, duly authorised thereto
("the Contractor")

PREAMBLE

The purpose of this agreement is to ensure integration between residential living and control over building activities within the Estate with minimal impact on the environment and or lifestyle of residents of the Estate. SHOA reserves the right to make amendments and additions to this document from time to time.

1. DEFINITIONS

Headings to clauses are for convenience only and shall not be used in the interpretation of this agreement.

In this agreement, unless a contrary intention clearly appears:

- 1.1** One gender includes the other genders and natural persons include legal entities and vice versa.
- 1.2** The following terms shall have the following meanings unless clearly stated to the contrary herein:
 - 1.2.1** "**SHOA**" means Silwerstrand Homeowners' Association, including its duly authorised representatives.
 - 1.2.2** "**the Owner**" means the registered owner(s) of the property to be built on, who shall be jointly and severally liable to the SHOA for all the obligations imposed in terms hereof on the Contractor, with renunciation of the legal exceptions of exclusion and division, the implications whereof he declares himself fully aware of.
 - 1.2.3** "**the Contractor**" means the person or entity who is described as such above and shall, where applicable, include but not be limited to, all its agents, employees, workmen, sub-contractors, tradesman, delivery people, invitees and visitors to the Site and the Contractor shall be liable for the conduct of the aforementioned while on the Estate on the Contractor's behalf/request/invitation/for his benefit.
 - 1.2.4** "**Site**" means the area within the boundaries of Erf _____ on the Estate.
 - 1.2.5** "**Public Time**" means between the hours of 07h00 to 17h30 Monday to Thursday and 07h00 to 15h00 on Fridays
 - 1.2.6** "**Private Time**" means between 17h30 to 07h00 Monday to Thursday and between the hours of 15h00 on a Friday to 07h00 on a Monday. Saturdays, Sundays and proclaimed public holidays are considered "Private Time".

2. QUALIFICATION OF CONTRACTORS

- 2.1** Only Contractors who are able to furnish at least three contactable references of building contracts will be allowed to build in the Estate.
- 2.2** An Owner builder who qualifies in terms of 2.1 qualifies as a Contractor and will as such be allowed to construct his own home.

3. RULES AND REGULATIONS

The Rules and Regulations described below are intended to ensure that neither the quality of life for residents in the Estate, nor the appearance of the Estate, is unduly compromised and that the impact of the construction operations on the environment is minimised, yet allowing for efficient construction by Contractors.

When the Contractor is found to be in breach of the stated rules and regulations, a penalty will be levied. The extent of the penalty is detailed below the description of each Rule and Regulation or multiple thereof.

3.1 ENVIRONMENTAL CONTROLS

The Contractor acknowledges the importance of environmental sensitivity and agrees to conform to all environmental controls specified in this document and revised from time to time. These controls form part of the EMP for the development and are required to be legally enforced. Presently, these specifications include the following considerations:

3.1.1 PERSONNEL TRAINING

a. Description

The Contractor shall ensure that all its and its sub-contractors' employees/labourers - casual or otherwise - are fully and properly briefed, to the satisfaction of the SHOA, on the Builders' Code of Conduct as it appears from this Agreement, failing which such employees/labourers shall not be allowed to work on the Estate until it has been done.

b. Breach

Employees/labourers who have not been briefed will not be allowed onto the Estate and Contractors will be fined R1000-00 per transgression.

3.1.2 LIMITS OF BUILDING ACTIVITY

a. Description

All activities relating to the construction operations of any dwelling must be confined to the Site. This relates to the location of employees/labourers and the placing of storage bins, mobile toilets, equipment, building materials and the like.

b. Breach

- (i) Work by the Contractor shall be stopped until such time as the abovementioned has been moved to within the Site.
- (ii) The Contractor shall be fined R1000-00 per transgression.

3.1.3 SITE PRESENTATION

a. Description

The Contractor shall keep the appearance of the Site neat and tidy at all times. Building rubble must be removed from the Site at intervals not exceeding one week, and litter must be removed from the Site on a daily basis. No litter may be sorted or mixed in amongst building rubble. The Contractor shall provide refuse drums/containers acceptable to SHOA on the Site, for purposes of storing refuse until removed from Site by the Contractor.

b. Breach

- (i) Should the Contractor not comply with the removal of building rubble, the rubble will be removed by a contractor appointed by SHOA and the costs thereof payable by the Contractor. The Contractor will be denied access to the Site until such costs have been paid in full.
- (ii) Should wind blown litter be generated from the Site, the Contractor shall be fined R1000-00.

3.1.4 CLEANING OF VEHICLES/EQUIPMENT

a. Description

Washing of vehicles and or equipment will not be allowed on the Site or the Estate and must be carried out elsewhere, save for Readymix concrete delivery vehicles dealt with in clause 3.4.3 below.

b. Breach

The building Contractor will be fined R1000-00 per offence.

3.1.5 FIRES

a. Description

No fires will be allowed on any part of the Estate, including the Site.

b. Breach

- (i) The building Contractor will be fined R 1000-00 per offence.
- (ii) The building Contractor will, in addition, be held legally and financially liable for any damage, including consequential damage, caused by the breach of this provision.

3.1.6 ABLUTION FACILITIES

a. Description

The Contractor shall make adequate provision for drinking water and temporary toilets on the Site for the use of employees/labourers, at least until such time as the water-borne sewer drainage is available.

b. Breach

- (i) The Contractor will be denied access to the Estate until such time as this regulation is complied with.
- (ii) In addition the Contractor will be fined R1000-00 per offence.

3.1.7 SPOIL OF EXCESS MATERIAL AND BUILDING RUBBLE

a. Description

The Contractor shall make adequate provision for removal of building rubble and excess material. No material or building rubble will be spoiled on the Estate.

b. Breach

The Estate may appoint a person to remove all such spoil for the

Contractor's account. In addition to this the Contractor will be fined R1000.00 per offence.

3.1.8 SCREENING OF BUILDING SITES

a. Description

The Contractor shall, before commencing with any other activities on the Site, screen off the site with a 1,5m green shade-netting screen firmly attached, with a minimum of 2 (two) horizontal wire strands, to adequate vertical support and which vertical support must not be visible from the road. All sides of the erf abutting empty erven, golf course, roads or public open space must be screened. The screen shall be kept in place and maintained for the entire building process and must be able to withstand the elements. The Contractor shall not allow building material, other than material for the erection of the said screen, on Site until the screen is properly in place.

b. Breach

The Contractor will be fined R 1000-00 for non-compliance.

3.2 HOURS OF WORK AND MOVEMENT OF EMPLOYEES/LABOURERS

3.2.1 WORK DURING PUBLIC TIME

a. Description

The Contractor may only be present on the Estate during Public Time and will not be allowed on the Estate during Private Times without the prior written permission of the SHOA, which permission shall be in the sole and absolute discretion of the SHOA. Special application for a Contractor to be present on Site during Private Times should be lodged in writing with the SHOA at least one week before the Private Time activity.

b. Breach

- (i) The Contractor may be escorted from the Estate by security during Private Times.
- (ii) In addition to this the Contractor will be fined R1000-00 per transgression.

3.2.2 PRIVATE WATCHMEN

a. Description

- (i) The development is located in a secure and controlled environment and therefore individual watchmen should not be required.
- (ii) Notwithstanding the fact that private watchmen are included in the definition of Contractor above, it is specifically recorded that no private watchmen will be allowed to remain on Site during Private Times, without the permission of the SHOA obtained by prior application as described in 3.2.1 above.

b. Breach

- (i) Contractors may be escorted from the Estate by security during Private Times.
- (ii) In addition the Contractor will be fined R1000-00 per transgression.

3.2.3 MOVEMENT OF EMPLOYEES/LABOURERS

a. Description

No employee/labourer of the Contractor shall be allowed anywhere on the Estate other than within the confines of the Site during Public Time, save where conveyed for the Contractor's business in/on a vehicle driven by the Contractor/someone authorised by the Contractor.

b. Breach

The Contractor will be fined R1000-00 per transgression.

3.3 VEHICLE SIZES ALLOWED

a. Description

Due to the road surfacing and limited road widths and radii, the following restrictions are placed on any vehicle entering the Estate:

- (i) Only fixed axle design vehicles will be allowed.
- (ii) Maximum length = 9.1m
- (iii) Maximum width = 2.6m
- (iv) Maximum gross mass = 20,000kg
- (v) Maximum axle weight = 8,000kg

b. Breach

Vehicles larger than above will be denied access to the Estate but if, despite this, any of the Contractor's vehicles or vehicles visiting the Site manages to gain access to the Estate in any way whatsoever, the Contractor shall be fined R1000-00 per transgression.

3.4 DELIVERIES TO THE CONTRACTOR

3.4.1 GENERAL DELIVERIES

a. Description

The Contractor shall at all times be liable for the actions of delivery people on the Estate in respect of deliveries to the Site. All deliveries will be limited to Public Time. The size of delivery vehicles will be limited as described in 3.3 above. Deliveries to the Site may only take place from the street frontage of the Site. Access across adjoining erven may only be gained after obtaining written permission from the owner of such erf, a copy of which the Contractor must lodge with the SHOA prior to the delivery/deliveries in question.

b. Breach

The Contractor shall be fined R1000-00 per transgression.

3.4.2 READYMIX DELIVERIES

The delivery of Readymix is potentially the most damaging to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way.

a. Description

The Contractor shall ensure that drivers of Readymix delivery vehicles are specifically briefed on the way in which these deliveries must be handled. The delivery and washing-off of Readymix delivery vehicles must take place within the confines of the Site and spillage and runoff must be contained within the Site. The Contractor shall indicate on the Site diagram where this will occur. Under no circumstances may concrete be spilt onto the road surface or landscape vegetation.

b. Breach

- (i) Drivers found contravening the rules will be escorted off the Estate.
- (ii) The Contractor shall be fined R1000-00 per offence and shall in addition thereto be liable for any damage caused.

3.5 STORAGE SHEDS / HUTS

a. Description

The Contractor will be allowed to erect a storage sheds/huts or containers, to a maximum height of 2,4m, within the boundaries of the Site. The position of such structures must be indicated on the Site diagram, which must be approved by the SHOA in terms of item 3.8 (iii) below. Storage facilities must be clean on the outside and in good condition. No advertising, writing or signage is permitted on the outside of any such structure, without prior written approval by the SHOA.

b. Breach

The Contractor will be instructed to remove any structures that do not conform to this Regulation and may not continue/commence with building activities until this regulation has been complied with. In additions the Contractor shall be fined R500-00 per offence per day until compliance.

3.6 SECURITY

a. Description

The Contractor shall at all times comply with and adhere to the Security Rules & Regulations and procedures imposed by the SHOA, a copy of which is attached hereto as **Annexure A**, which Rules & Regulations and procedures are subject to change on 7 (seven) days written notice by the SHOA to the Contractor.

b. Breach

- (i) Any person deemed to be the Contractor in terms of 1.2.3 above; who does not comply with this regulation shall be removed from/not allowed onto the Estate.
- (ii) In addition the Contractor will be fined R1000-00 per transgression.

3.7 SPEED LIMIT

a. Description

For security and safety reasons, the speed limit on the Estate for the Contractor's vehicles is 20kph.

b. Breach

The Contractor shall be fined R1000-00 per transgression. Continuous non-compliance will result in the Contractor being expelled from the Estate.

3.8 BUILDING PLAN CONTROLS

a. Description

- (i) The Contractor shall ensure that a copy of the signed, approved building plan is available at all times on Site and open for inspection by the SHOA.
- (ii) Any variations to the approved building plan must be submitted to the SHOA for signed approval and may only be implemented once the variation has been so approved.
- (iii) The Contractor shall first (a) set out the foundations for inspection and approval by the SHOA; (b) confirm the height of buildings with the SHOA; (c) set out and confirm the form of the driveway with the SHOA; (d) provide a Site drawing indicating the position of storage shed(s), position of topsoil and excavated soil -storage areas, the position of building material storage areas and the position of deliveries.

b. Breach

- (i) The Contractor will be denied access to the Site/Estate for any purpose other than to ensure that the above documentation is in place, until it has been put in place.
- (ii) The Contractor will be required to remove any structures that do not conform to the approved plans.

3.9 ROADS AND ROAD VERGES

a. Description

- (i) In order to minimise damage and ensure longevity of the road surface, the Contractor shall ensure that the road adjoining the Site is at all times cleanly swept and that the kerbs and sidewalks in front of the Site are adequately protected from damage by its building operations.
- (ii) Building material shall be stored on the building stand, unless prior special permission has been obtained from the SHOA by application as set out in 3.2.2 above, to neatly store some material on the road verge directly in front of the Site.

b. Breach

- (i) The Contractor shall be fined R1000-00 per transgression.
- (ii) The Contractor shall be financially and legally liable for any damage to road surfaces, sidewalks and or kerbs caused through its building operations.

3.10 ADVERTISING & BUILDERS BOARD

3.10.1 Advertising

a. Description

The Contractor shall not place any advertising material on the Estate save for the approved "Estate Builders Board" as supplied by the SHOA for the duration of the construction period. The builder's board must be removed within one month from completion of construction on the Site.

b. Breach

- (i) Unauthorised/unapproved advertising material/builder's boards will be removed from the Site/Estate without notice.

- (ii) Any such material held by management will be discarded/destroyed after 2 (two) days.
- (iii) The Contractor shall be fined R1000-00 per offence.

3.10.2 Builders Board

a. Description

It is the responsibility of the Contractor to erect the Estate Builders Board on the site within 48 hours of delivery. The Board must face the street entrance to the property.

b. Breach

The Contractor shall be fined R1000-00 per offence.

3.11 VERGE DEPOSIT

The Owner is required to lodge a deposit of R5 000-00 (Five Thousand Rand) with the SHOA prior to commencing with any activities on site. The deposit (excluding any interest) less the cost of the repairs of any damage to the common property, will be refunded on completion of all construction activities and after the Estate Control Architect signed off on the dwelling.

3.12 PAYMENT OF FINES

a. Description

The Contractor shall be notified in writing of any contraventions and the amount of each fine which must be paid to the HOA within 1 business days from the date of the issuing of the fine. Proof need to be presented to the estate manager when payment has been made.

b. Breach

In the event of the Contractor failing to pay the fine on time, he/she will be denied access onto the Estate until the fine is paid in full.

3.13 WEAR AND TEAR LEVY

a. Description

The Owner is required to pay a non-refundable wear and tear levy of R4 840.00 (Four Thousand Eight Hundred and Fourty Rand) to the SHOA prior to commencing with any building operations. These funds will be utilised to repair roads once the construction of houses comes to an end.

b. Breach

In the event of the Contractor failing to pay the required levy, it will be denied access to the Estate.

3.14 HEALTH AND SAFETY REGULATIONS

a. Description

The Contractor shall at all times comply with the Health and Safety Regulations as per the Occupational Health and Safety Act (1993) and sign a Health and Safety Indemnity form attached hereto as **Annexure B**.

b. Breach

In the event of the Contractor failing to comply with any of the Health and Safety Regulations, he shall be liable for fines and penalties determined by the Health and Safety Inspector.

3.15 GRIEVANCE PROCEDURE

- (i) The Contractor shall refer any dispute/grievance in respect of any transgression and/ or penalty in terms hereof, in writing to the Board of Trustees, within 7 (seven) days of the occurrence complained of.
- (ii) The Board of Trustees will appoint a sub committee who will rule on the matter. The ruling of the subcommittee shall be final.
- (iii) If no written objection to a fine or penalty is received by the SHOA within 24 (twenty four) hours (Saturdays, Sundays and public holidays excluded) of the imposition of the fine or penalty, it shall not be subject to review by the Sub Committee.

3.16 REPEAT OFFENDERS

Should a contractor be found guilty of repeatedly transgressing these rules he/she will be fined R5000-00 and will have to appear before the Board of Trustees. The contractor will not be allowed on site until the fine is paid in full.

3.17 ADDITIONAL RULES & REGULATIONS

The HOA can at any time add regulations to improve the management of contractors and such new regulations will apply to all contractors from the date they are implemented.

SIGNED at _____ on this _____ day of _____ 20__

THE CONTRACTOR:

Name of person who warrants that he/she is duly authorised

SIGNATURE

THE OWNER:

Name of person who warrants that he/she is duly authorised

SIGNATURE

SILWERSTRAND HOMEOWNERS' ASSOCIATION:

Name of person who warrants that he/she is duly authorised

SIGNATURE

SECURITY RULES, REGULATIONS AND PROCEDURES

1. The Contractor shall register each one of his workforce and vehicles with the Silverstrand HOA Security Company ("SHSSC") prior to commencing building or related operations.
2. The Contractor and each one of his workforce will be issued with scanning an identity badges. No entry onto the Estate shall be allowed without the display of the applicable identity badge.
3. The Contractor shall notify SHSSC of any changes in its workforce and shall ensure that the necessary badges are issued in respect of the new workers before they will be allowed on Site.

