

CONTRACTORS AGREEMENT & The Estate Building Rules

AGREEMENT FOR QUALIFICATION OF AND CODE OF CONDUCT FOR OWNERS, CONTRACTORS,
SUB-CONTRACTORS AND OWNER BUILDERS WITHIN SANDOWN & BLOUBERG HILLS ESTATES ("THE
ESTATE")

ENTERED INTO BY AND BETWEEN

Big Bay Residential Estate Home Owners Association ("HOA")

AND

("THE CONTRACTOR")

1. PREAMBLE

The purpose of this agreement is to ensure integration between residential living and control over building activities within the Estate with minimal impact to the environment. These terms and approved conditions have been developed in terms of the Environmental Management Plan (EMP) for the Big Bay Development. The HOA reserves the right to make amendments and additions to this document from time to time.

2. QUALIFICATION OF CONTRACTORS

- 2.1 Only contractors who can furnish at least three references of prior building contracts will be allowed to build in the Sandown Residential Estate.
- 2.2 An owner builder who qualifies fewer than 2.1 will be allowed to construct his own home.
- 2.3 Contractors are at all times responsible for their sub-contractors and employees while on the Estate.

3. RULES AND REGULATIONS

the rules and regulations described below are intended to ensure that the quality of life for residents in the Estate is not unduly compromised and the impact to the environment is minimised by the house building operations, yet allowing for efficient construction by contractors.

When a 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.

3.1 Environmental controls

The Contractor acknowledges that he is working in an environmentally sensitive area and agrees to conform to all environmental controls specified in this document and revised from time to time. It should also be noted that these controls form part of the EMP for the development and are required to be legally enforced. Presently these specifications include the following considerations.

3.2 Personnel Training

- a. Description
all contractor and sub-contractor personnel will be required to be briefed on the Builders Code of Conduct. The main contractor must do these briefings before his staff will be allowed to work on the Estate.
- b. Breach
Personnel who have not been briefed will not be allowed onto the Estate.

3.3 Limits of building activity

- a. Description
All activities relating to the house construction must be confined to within the erf boundary where construction is taking place. This relates to location of staff, sitting of storage bins, huts, toilets, material, rubble etc.
- b. Breach
 - (i) Work by the Contractor will be stopped until such time as the Contractor's equipment has been moved to within the building site.
 - (ii) The Contractor will be fined R 150, 00 per transgression.

3.3 Site presentation

- a. Description
The Contractor will be expected to keep the appearance of his building site neat and tidy at all times. Building rubble must be removed from the site at intervals not exceeding one week, or as directed by the Estate Manager. Litter must be removed from the site on a daily basis. No litter may be stored or mixed in amongst building rubble. Refuse drums/containers must be supplied for the purposes of storing refuse until removed from site by the Contractor. All sand and any material likely to be carried by wind are to be covered by black or green shade cloth at all times.
- b. Breach
 - (i) should a builder not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the costs thereof claimed from the builder. The Contractor will be denied access to the Estate until such costs have been paid in full.
 - (ii) Should wind blown litter be generated from the site the Contractor will be fined R 250, 00 per day till all refuse have been removed from the stand and the surrounding area.
 - (iii) Should a contractor not comply with the covering of sand and loose material, a fine of R 250, 00 per day will apply.

3.4 Cleaning of vehicles/equipment

- a. Description
Washing of vehicles and equipment will not be allowed on the Estate and must be carried out elsewhere.
- b. Breach
The building contractor will be fined R500, 00 per offence.

3.5 Fires

- a. Description
 - (i) Any fires, in any type or form, anywhere on the Estate, are strictly prohibited.
 - (ii) This prohibition is applicable to fires in any type or form, including supervised braais and barbeques.
 - (iii) This prohibition is applicable to all persons without exception. This includes, but it is not limited to, the registered property owners, their agents, contractors, subcontractors, employees, friends, suppliers and/or representatives.
 - (iv) Exception: Only legally occupied homes and/or homes with valid Home Owners Completion Certificate are exempt from this rule.
- b. Breach
 - (I) the building contractor and/or the relevant property owner will be fined R1000.00 per offence.
 - (ii) The building contractor and/or the relevant property owner will in addition be held legally and financially responsible for any damage caused due to the breach of this regulation.

3.6 Ablution facilities

- a. Description
Contractors must make adequate provision for drinkable water and temporary toilets situated on the building site for the use of their employees until such time as the water-borne sewer drainage is available. Contractors must enforce the use of the toilets by all workers & subcontractors.
- b. Breach
 - (I) the Contractor will be denied access to the Estate until such time as this regulation is complied with.
 - (ii) Any person found defecating or urinating anywhere other than in the toilets as described above shall be immediately removed from the Estate and banned from re-entering.
 - (iii) In addition the Contractor will be fined R500, 00 per violation.

3.7 Spoil of excess material and building rubble

- a. Description
The Contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble will be spoiled on the Estate. All loose rubble to be covered by shade cloth or otherwise protected from being carried by the wind.
- b. Breach
 - (I) The Estate will appoint a contractor to remove all such spoil for the Contractors account.

- In addition to this the Contractor will be fined R1000, 00 per offence.
- (ii) Should wind blown rubble/dust/litter be generated from the site the Contractor will be fined R 250, 00 per day till all spoils have been removed from the stand and the surrounding area.
 - (iii) Should a contractor not comply with the covering of and loose rubble & other loose material, a fine of R 250, 00 per day will apply.

3.8 Screening of building sites

- a. Description
The Contractor has to erect boundary walls prior to commencement of any other work.
Or
In extreme situations, the Contractor may apply with the HOA for permission to screen of the site with a 1,8m green shade-netting screen. The screen must be anchored to the ground and kept in place and maintained for the entire building process, until a boundary wall is erected.
- 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 R500, 00 per violation per week.

3.9 Hours of Work

3.9.1 Public/Private time

- a. Description
Contractors may only be present on the Estate during the following public time hours:

Normal Weekdays:	07H00 to 17H00 - Estate to be vacated by 17h30.
Saturdays:	08H00 to 13H30 - Estate to be vacated by 14h00.
Sundays, Public Holidays:	No work permitted
December/January holidays, as determined by the HOA from year to year:	No work permitted
- b. Breach
 - (i) Contractors will be escorted from the Estate by security during private Times.
 - (ii) In addition the building contractor will be fined R500, 00 per transgression.
 - (iii) Should the offender, during non-public time hours, refuse to comply with the Security's instruction to immediately cease work and leave the Estate, an additional fine of R 5 000,00 per transgression shall be applicable.

3.9.2 Watchman

- a. Description
No employees will be allowed to remain on site during private time.
- b. Breach
 - (i) Contractors will be escorted from the Estate by security during private times.
 - (ii) In addition the building contractor will be fined R500, 00 per transgression.

3.10 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 = 9.1 m
 - (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.

3.11 Deliveries to Contractors

3.11.1 General deliveries

- a. Description
Contractors will at all times be responsible for the delivery personnel.
All delivery times will be limited to public times as defined under 3.2 above.
Size of delivery vehicles will be limited as defined under 3.3 above.
Deliveries to the building site will take place only from the street frontage of the site. Access across adjoining Erven may only be gained after obtaining written permission from the homeowner of such erf.
A letter must be lodged with the HOA.
The Contractor has the responsibility of advising the entrance security staff in the morning of the details of the deliveries expected that day.
- b. Breach
Penalties levied on the building contractor will be the same as if the Contractor's employees were guilty of the transgression.

3.11.2 Concrete deliveries

The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. The following rules relate specifically to the concrete delivery vehicles.

- a. Description
Drivers of concrete delivery vehicles must be briefed on this document.
- b. Breach
- (I) Drivers not briefed will not be allowed access onto the Estate.
 - (ii) Drivers found contravening the Estate rules and regulations will escorted of the Estate and refused access to the Estate in the future. The building contractor will be liable for penalties incurred by a concrete delivery vehicle.

3.11.3 Washing off of Ready-mix concrete delivery vehicles

- a. Description
Ready-mix vehicles are only permitted to be washed on the site at which they are delivering the concrete. Under no circumstances may concrete be spilt onto the road surface and the Contractor will be held responsible for the repair to the road if this occurs.

- b. Breach
The building contractor will be fined R500-00 per offence.

3.12 Storage Sheds/Huts

- a. Description
The Contractor will be allowed to erect green storage sheds/huts or containers within the boundaries of the building site and to a maximum height of 2,7m. The position of such structures must be indicated on the site diagram, which must be approved by the HOA 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 on the container. No storage shed, nor any structure of any kind shall be allowed to be erected on any of the Erven prior to the written approval by the HOA.
- b. Breach
 - (I) 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.
 - (ii) In addition the building contractor will be fined R500, 00 per transgression per week.

3.13 Security

- a. Description
 - (I) the development is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Estate during private times.
 - (ii) Security personnel control access to the Estate and the Contractor must at all times adhere to their security rules, which may change from time to time, subject to the HOA approval.
 - (iii) Personnel and sub contractors of the Contractor must at all times be in possession of an access pass, which will be issued by the Contractor. The pass may only be valid for the period that the subcontractor is required to be on site and must be renewed monthly.
 - (iv) Personnel must be transported by vehicle to the relevant building sites and will not be allowed to walk from one area to another.
 - (v) The Estate Security must sign in all contractor vehicles entering the Estate. Each building site will be allowed a maximum of two vehicles on the property so as not to cause disruption and damage to road. Should any extra vehicles be allowed from time to time, this will be to the discretion of the Estate Manager.
 - (vi) No contractor, subcontractor and/or worker, nor owner transporting the aforementioned, is allowed to use the Estate's remote control button to gain access to the Estate.
- b. Breach
 - (I) any member of building contractor's staff not adhering to this regulation will be removed from site.
 - (ii) In addition the building contractor will be fined R 500, 00 per transgression.

3.14 Speed Limit

- a. Description
For security and safety reasons the speed limit on the Estate for all contractors' vehicles is 20kph. The

Contractor is responsible for all his employees, subcontractors and delivery vehicles to ensure adherence to this rule.

b. Breach

The Contractor will be fined an amount of R500-00 per transgression. Continuous non-compliance will result in the Contractor being expelled from the site.

3.15 Building Plan Controls

a. Description

- (I) the building contractor must ensure that a copy of the signed approved building plan must at all time am on site available for inspection by the homeowner's representative.
- (ii) Any variations to the approved building plan must be submitted to the HOA or their authorised representatives. For signed approval and may only be implemented once the approved variation is available to the Contractor.
- (iii) Prior to commencing building the Contractor must
 - (a) set out the foundations for inspection and approval by the HOA;
 - (b) Confirm the height of buildings with the HOA;
 - (c) Set out and confirm the form of driveway with the HOA;
 - (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 Estate until the above documentation is in place.
- (ii) The Contractor will be required to remove any structures that do not conform to approve plans.
- (iii) The Contractor will be fined an amount of R500-00 per transgression per week. Continuous non-compliance will result in the Contractor being expelled from the site.

3.16 Roads and Road Verges

a. Description

- (I) Contractors must ensure that the road in front of their building site is at all times swept clean. This is to minimize damage and ensure longevity of the brick road surface.
- (ii) Contractors must ensure that the curbs and sidewalks in front of their building site are adequately protected from damage by the building operations.
- (iii) Building material will be stored on the building stand. Special permission may be obtained from the HOA to neatly store some material on the road verge directly in front of the building site.

b. Breach

- (I) the Contractor will be fined R150, 00 per day for un-swept roads.
- (ii) The Contractor will be held financially and legally responsible for the damage to road surfaces and curbs caused through his building operations.

3.17 Advertising

a. Description

- (I) The Contractor or his sub-contractors may place no advertising material on the Estate.
- (ii) The Contractor may place an approved builder's board on the stand for the duration of the construction period. Builder's boards must be removed no later than one month after the

construction has been completed.

b. Breach

- (I) advertising material will be removed from the erf without notice.
- (ii) Any material held by management for more than 2 days will be discarded of.
- (iii) The Contractor will be fined R150, 00 per transgression.

3.18 Site Supervisor

a. Description

- (I) At all times, when there are any workers, contractors, subcontractors and/or suppliers present on site, the Contractor has to appoint one of the personnel as a Site Supervisor.
- (ii) The Site Supervisor shall be responsible for the compliance with the Estate Building Rules, as described in this document, by all present personnel.
- (iii) The Site Supervisor shall communicate and cooperate with the Estate Manager and/or the Estate Security when required.
- (iv) The Site Supervisor shall represent the Contractor on site and he/she shall accept and sign, on the Contractor's behalf, any fines, warnings and/or written communication from the Estate Manager and/or the Estate Security when required.

b. Breach

- (i) All personnel present on a site without a supervisor shall be escorted from the Estate immediately.
- (ii) In addition, the Contractor shall be fined R 500,00 per transgression.

4. LANDSCAPING, PLANTS AND GRASS

a. Description

- (i) All landscaping must comply with the approved plant list contained in the generic guidelines.

b. Breach

- (i) HOA Certificate shall not be issued and the verge deposit shall not be refunded until the above rule is complied with.
- (ii) Should the security personnel come to the conclusion that a vehicle contains Kikuyu grass and/or plants that are not on the above list, such vehicle shall be denied entrance to the Estate.

5. MONTHLY BUILDING MANAGEMENT LEVY

a. Description

To cover expenses in the administration of the housing delivery process each building contractor will be levied an amount of R60, 00 per building site per month payable to the HOA. The levy must be paid by the 1st of every month and it is paid in advance or, by special arrangement with the HOA, it shall be deducted from the verge deposit. The levy shall be payable until the Municipal Occupational Certificate has been produced and Building Verge Deposit refunded by the HOA.

b. Breach

The Contractor denied access onto the Estate until such payment has been made.

6. PAYMENT OF FINES

- a. Description
All monies owing to the HOA must be paid on the first Monday following the fine.
- b. Breach
In the event of the Contractor failing to pay fine in time the Contractor will be denied access onto the Estate.

7. ENTRY TO THE ESTATE

- a. Description
 - (i) Blouberg Hills and Sandown Estate (1 & 2) are private estates with a reserved right of entry.
 - (ii) The HOA has the right to refuse entry to the Estate to any contractor, subcontractor, worker, delivery personnel and/or visitor who's entry, to the HOA's discretion, may be to the detriment of the Estate and/or the Estate's Home Owners.

8. DISCLAIMER

Any person wishing to enter this Estate may do so at their own risk. The HOA and the registered owners, their agents, employees or appointees shall not be liable for any injury, loss or damage to any person or property arising from any cause whatsoever including, without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees. Without in any manner derogating from the above, all tenants to the Estate make use of the roads thereon, whether public or private, at their own risk.

While every effort is made to ensure and monitor the Estate, the HOA and the registered owners, and all their agents, employees or appointees shall not be deemed to have warranted the safety of any person or property (whether movable or immovable) on the Estate.

9. WARNING: ELECTRICAL FENCING

The Estate is surrounded by electrical fencing which could cause death or injury if touched.

10. DEVIATION FROM THE ABOVE RULES & SPECIAL PERMISSIONS

- a) Description
 - (i) The Estate Manager's primary responsibility, in regard to construction on the Estate, is to ensure that the Home Owners, Contractors, their staff, suppliers and subcontractors adhere to the Estate Building Rules as described in this document.
 - (ii) The Estate Manager is not entitled to make any changes, allowances and/or relaxations to the rules. Any queries, suggestions and requests in this regard should be submitted in writing to the HOA.
 - (iii) The Estate Manager is obligated to enforce compliance with this document, as described under the sub-headings "b) Breach", non-selectively and without prejudice.
 - (iv) The HOA is not obligated to uphold and/or honour any changes, allowances and/or relaxations made by the Estate Manager without the HOA's written permission.

11. ENFORCEMENT OF RULES & INSTRUCTIONS

a) Description

(I) All Home Owners, Contractors, Subcontractors, Agents, worker, delivery personnel and/or any personnel entering the Estate are obligated to cooperate with the Estate Manager, the Security and/or the HOA Trustees in their effort to enforce the rules as described in this document.

b) Breach

(I) The HOA, or any nominated official thereof, reserve the right to immediately halt any work or refuse entry to parties contravening the Building Rules, in whole or in part thereof, until such time that the appropriate remedy has been established.

(ii) Should the offender refuse to comply with the instruction to halt work, as described above, an additional fine of R 5 000, 00 per transgression may be applicable.

I hereby confirm that I have read and understand the above rules and I assume full responsibility for all my staff, contractors, subcontractors, suppliers, workers, agents and appointees adhering to the rules as described in this document.

The following damages to the Erg's road frontage, pavement, curb and/or surrounding areas have been noted:

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.....
.....

Any additional damages will be to my account.

SIGNED AT ON / /

THE CONTRACTOR:

NAME:

SIGNATURE

Big Bay Residential Estate Home Owners Association:

NAME:

SIGNATURE