



GOWRIE FARM HOMEOWNERS' ASSOCIATION

CONTRACTOR'S OBLIGATIONS AGREEMENT

in respect of

ERF _____ GOWRIE FARM

1 PARTIES

Gowrie Farm Homeowners' Association No. 2006/020641/08
"the GFHOA"

1.1

.....

.....
"the Contractor"

1.2

.....

.....
"the Owner"

2 RECORDAL

2.1 The Contractor has been contracted to carry out building construction work on the property under the control of the GFHOA.

2.2 The Contractor has accepted his mandate subject to the obligations in favour of the GFHOA as set out in this Agreement.

3 **AGREEMENT**

The Contractor shall carry out the mandate to undertake building construction work on the property known as:

Erf _____ Nottingham Road, situate at _____
_____ ("the property")

3.1 **Construction Period**

Construction of any house or any improvements or alterations, once commenced, shall be completed within 12 months, save with the consent in writing of the GFHOA.

Any improvements or construction work not completed within the said 12-month period shall be deemed to be a nuisance and the GFHOA shall be entitled to remove such nuisance, impose such fine at the discretion of the HOA subject to a maximum of R1000,00 per day, or complete the work at the cost of the owner.

3.2 **Construction Signs**

The Contractor shall erect a construction sign in a form approved by the GFHOA.

The sign shall accommodate the builder's name, engineer's name, the architect's name, the erf number and, if approved by the owner, the owner's name. No other signs of contractors, sub-contractors, suppliers, financing companies or any other party may be erected on the site.

The construction sign must be no greater than 1,250m in height and 1,050m in width. The background colour will be white with a maximum of two other colours allowed including the printing.

3.3 **Erosion Control**

The Contractor shall install temporary construction entrances and shall ensure that erosion controls are put in place to limit erosion on the site and such erosion controls shall be approved by the GFHOA.

3.4 **Litter Control**

The Contractor shall control litter and wind blown litter by the following methods:

3.4.1 **Site fencing.** Prior to commencing construction on site a bonnox wire fence of approximately 1.4m high shall be erected. The fence shall have gum poles at an interval of not more than 5 m and only one entrance which shall not exceed 5m in width. On completion of the house the fence shall be removed.

3.4.2 **Clearing the site of litter and building scraps, particularly on Friday afternoons.** The contractor shall clear the site at any stage if the site is untidy.

3.4.3 **Placement of litter bins on site.** The contractor shall ensure that sufficient litter-bins are placed on site for the use of construction workers.

3.4.4 **Burning or burying of litter,** rubbish or building material on site is prohibited.

3.5 **Work Hours**

Unless otherwise approved by the GFHOA, construction work shall be limited to the time between 07h00 and 18h00, Mondays to Fridays. No construction will be allowed on Saturdays, Sundays or Public Holidays without the special written consent from the GFHOA.

3.6 **Behaviour**

All construction workers are expected to behave in a workmanlike manner. Behaviour shall not disturb other residents or activities on the Estate.

The Contractor is also responsible for the behaviour of sub-contractors on the site and for ensuring they are properly supervised.

3.6.1 No workers may leave the building site at any time save in the exercise of their duties.

3.6.2 In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles ie. no pedestrian traffic. Bicycles will be allowed with the consent of the GFHOA.

3.6.3 No worker employed by the Contractor shall be entitled to be on the site, other than during the hours provided in Clause 3.5. unless the prior written consent of the GFHOA is given.

3.7 **Access to the Estate**

3.7.1 All construction traffic must enter the farm via the Contractors entrance from the Main Road MR 48 and no construction traffic may enter via any other gate. Delivery vehicles shall be limited to a maximum of 4 cubes of concrete. The Contractor will ensure that delivery vehicles use the roads with due care. Should any of the road edgings, Telkom and electricity manholes, sewer rodding eyes, or any other services on the property be damaged by the said vehicles, the Contractor shall be responsible for repairing such damage at the Contractor's own cost.

Should a vehicle exceed the maximum axle load of 4 tons, then it will be required to discharge the delivery at a loading area in the proximity of the contractor's gate designated by the GFHOA, with a maximum of 10 tons allowed. The Contractor will then be required to remove the delivered construction material in part loads to the building site immediately.

3.7.2 Care shall be taken when transporting materials to the site and the Estate speed restriction of 40 km ph must be adhered to.

3.7.3 Failure to take due care, or to adhere to the speed restriction may result in a driver being banned from access to the Estate and the construction site or fined R500 for each infringement.

- 3.7.4 All contractors and their labour, upon entering or exiting Gowrie Farm, are required to comply with the procedures laid down by the GFHOA with respect to identification, vehicle and body searching. A copy of these procedures may be obtained from the GFHOA. The contractor will be levied the sum of R30,00 for every contractor identity card lost by him or his labour.
- 3.7.5 The contractor is to notify the GFHOA office of the names and identity numbers of all sub-contractors working on site, with their dates of commencement and completion.
- 3.7.6 All contractors and their staff shall be bound by the security regulations at Gowrie Farm.

3.8 **Parking**

Construction vehicles shall not be parked in any area other than on the building site, or on the street way bordering the site. Vehicles shall be parked with due consideration for users of the streets.

3.9 **Storing of Construction Material**

All construction material will be stacked neatly within the site boundary fencing.

3.10 **Toilet Facilities**

The Contractor must provide adequate portable toilet facilities and rubbish bins for construction workers during the construction period. The location of such facilities must be placed so as to minimize offence to the owners of units on the property.

3.11 **Final Clean Up**

At the conclusion of the construction work, the Contractor shall restore all streets, ditches, drainage ways, including fine grading and seeding; assure positive drainage with no standing water, clean the entire site of all construction debris and remove all temporary fencing facilities, equipment and unused materials. The GFHOA will give approval as to whether the final clean up has been completed to its satisfaction.

3.12 **Insurance**

The Contractor shall take out at its own expense public liability assurance in such amount as may be required by Gowrie Farm for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies Gowrie Farm against payment of any such claim for damages.

3.13 **Exterior Coatings**

The Contractor acknowledges the requirement to comply fully with the Gowrie Farm Architectural and Building Code with regard to exterior coatings and colours. A sample of the colours must be provided to the HOA before commencing with painting of exterior walls.

4 **BREACH**

In the event of the Contractor being in breach of any obligations under this Agreement, then the GFHOA shall be entitled to one or more of the following remedies:

- 4.1 Give written notification to the Contractor to remedy the breach within 24 hours.
- 4.2 Close the Contractor's access to the site until the breaches have been remedied; or
- 4.3 Insist on rectification of the breach at the cost of the Contractor.
- 4.4 Breaches of these obligations may be referred to the Homeowner's Disciplinary Committee, if considered necessary by the GFHOA.
- 4.5 Should the contractor deviate in any way from the approved building plan the contractor and the owner will be liable for a fine by the GFHOA and will be obliged to remove the part of the building that does not comply with the approved plan.

5 **DEPOSIT**

The Contractor is obliged to place a deposit of R20 000,00 with the GFHOA, as security for any breach of this contract. This deposit will be refunded in full, assuming no breach on contract has occurred, upon the satisfactory completion of the final clean-up and upon the homeowner being issued with a Certificate of Occupation.

In the event that a homeowner does not retain the services of his/her architect to inspect and administer the building process on a regular (minimum bi-weekly) ongoing basis for the entire construction period, then a deposit of R20 000,00 shall be paid by the home owner to the GFHOA.

Written confirmation from the Architects will be required before the amount of the deposits is assessed. The homeowner is to arrange for this letter of confirmation.

Adjoining property owners are to be consulted by the Building Committee prior to the release of contractors and owners deposits, to ensure that any damage to adjoining properties has been satisfactorily repaired.

Adjoining owners will, therefore, be required to sign a Clearance Certificate prior to release of the deposits. In the event that an adjoining owner unreasonably withholds signature of the Certificate, the Building Committee will have discretionary powers.

6 **GENERAL**

6.1 **Non-Waiver**

No indulgence, which any party may give to the other party in terms of this Agreement, shall constitute a waiver by the former of any of its rights under this Agreement.

6.2 **Variation**

No Agreement varying, adding to, deleting from or canceling this Agreement, and no waiver of any right under this Agreement, shall be effective, unless reduced to writing and signed by or on behalf of the parties.

Signed at

on the day of..... 200.....

As witnesses :

1. _____

2. _____

_____ for : GOWRIE FARM HOA

Signed at

on the day of..... 200.....

As witnesses :

1. _____

2. _____

_____ CONTRACTOR

I, _____ the registered owner of the abovementioned property do hereby acknowledge that I have read the terms and conditions of the above Agreement and understand the Contractor's Obligations.

Signed at

on the day of..... 200.....

As witnesses :

1. _____

2. _____

_____ OWNER