



**GOWRIE FARM HOMEOWNERS' ASSOCIATION
CONTRACTOR'S OBLIGATIONS AGREEMENT**

in respect of

ERF _____ GOWRIE FARM

1. PARTIES

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

1.2.
.....
.....
("the contractor")

1.3.
.....
.....
("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.

2.1. The contractor has accepted his mandate subject to the obligations in favour of the GFHOA as set out in this Agreement and the GFHOA Building Procedure document, a copy of which is annexed hereto.

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**

- 3.1.1. Construction of any house, once commenced, shall be completed within 12 months, save with the consent in writing of the GFHOA.
- 3.1.2. Any construction work not completed within the said 12-month period shall be deemed to be a nuisance and the owner shall pay a fine to the GFHOA as follows:
 - 3.1.2.1 For the first 3 months after the 12 month period has terminated - R10 000 per month;
 - 3.1.2.2 For the following 3 months (16th to 18th month) - R5 000 per month; and
 - 3.1.2.3 Each month thereafter - R10 000 per month.
- 3.1.3. Any improvements or alterations, once commence, shall be completed within 6 months, save with the consent in writing of the GFHOA.
- 3.1.4. Any improvements or alterations not completed with the said 6 month period, shall be deemed to be a nuisance and the owner shall pay a fine to the GFHOA as follows:
 - 3.1.4.1 For the first 3 months after the 6 month period has terminated – R10 000 per month;
 - 3.1.4.2 For the following 3 months (10th to 13th month) – R5 000 per month; and
 - 3.1.4.3 Each month thereafter – R10 000 per month.

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 signage must be no greater than 1 250m in height and 1 050m in width. The background colour must 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. Such erosion controls are to 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 and green 80% shade cloth fence, of approximately 1.8m high, shall be erected. The fence shall have gum poles at an interval of not more than 5m and only one entrance with gates, 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. If the GFHOA is unhappy with the tidiness of the building site, after directing the contract to keep it neat and tidy, the contractor will be fined.

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. If this is found to be the case, the contractor will be required to rectify the situation to the satisfaction of the GFHOA. If this is not done, the contractor will be fined and all work on the site stopped until the issue has been rectified.

3.4.5. All building material, equipment and excavated soil must be contained within the fenced off boundary.

3.5. Work Hours

Unless otherwise approved by the GFHOA, construction work shall be limited to the hours between 07h00 and 17h00, Mondays to Fridays. Building may only carry on up until 17h00. It is then down tools, clean up and out of the gate by 17h30.

Should there be any delay in pouring concrete, permission may be given, if requested, for an extra 30 minutes so as to be out of the gate by 18h00.

No construction will be allowed on Saturdays, Sundays or Public Holidays without the special written consent of 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 contractor's entrance from the Main Road MR48 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 40kph 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 being 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. All persons working for a contractor will be required to provide the following information prior to being allowed access into Gowrie Farm premises: Name and ID number, or name; passport number; work permit number; and home address.

Thereafter each employee shall be given a numbered gate pass which must be handed back every time the person leaves the Gowrie Farm premises.

All contractors and their workers must wear reflective safety vests, with their company name on, at all times.

The contractor will be levied the sum of R30 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.
- 3.7.7. Contract workers being transported, must be seated in open vehicles. A maximum of 10 workers in the load bin is permitted. Overloading is strictly prohibited.

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 and Site Offices**

All construction material will be stacked neatly within the site boundary fencing. Only containers may be used for storage and offices.

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 and must be enclosed in shade cloth.

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; ensure 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 Homeowners' 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. **DEPOSITS**

- 5.1. The contractor is obliged to place a deposit of R20 000 with the GFHOA, as security for any breach of this contract. This deposit will be refunded in full, assuming no breach of contract has occurred, upon the satisfactory completion of the final clean-up and upon the owner being issued with a Certificate of Occupation.
- 5.2. In the event that an owner 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 periodic inspections will be conducted by the Gowrie Farm Estate manager, together with an architect appointed by the GFHOA.

Written confirmation from the design architects will be required stating whether or not they will be overseeing the build project. The owner is to arrange for this letter of confirmation.

- 5.3. Adjoining property owners are to be consulted by the Building Committee prior to the release of contractor's and owner's 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.

- 5.4. Neither the owner's, nor the contractor's, deposits shall be refunded until the house has been inspected by GFARC to ensure that the exterior colour that the house is painted complies with the colours as contained in the Building Code. Once the inspection has taken place a certificate must be issued by the Building Committee confirming that the colour is compliant with the Code.

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..... 20.....

As witnesses:

- 1. _____
- 2. _____

_____ for: **GOWRIE FARM HOA**

Signed at on the day of..... 20.....

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..... 20.....

As witnesses:

- 1. _____
- 2. _____

_____ **OWNER**

Gowrie Farm Homeowners' Building Procedure (including alterations)

Procedures when an erf owner wishes to build or alter a home on Gowrie Farm.

Acronyms:

GFHOA - Gowrie Farm Homeowners' Association

GFARC - Gowrie Farm Architectural Review Committee

GFEM - Gowrie Farm Estate Manager

Once all plans are approved and stamped by the GFARC the instructions below must be followed. The owner must clarify who the overseeing architect will be and if there is not an overseeing architect, then who will make updates to the plans in the case of alterations and as-built final plans.

Before any soil is turned over the following must take place:

1. First Site Meeting:

1.1 Persons to be present:

Erf owner, architect (optional), building contractor, site foreman, GFEM.

1.2 The site visit to clarify as follows:

- Boundary pegs (surveyor's certificate). The boundary pegs must be in place at all times. Should they have been dislodged, moved or not visible, the home owner will be required to have the erf re-surveyed and the pegs reinstated, at their own cost.
- Building lines
- Electricity supply points
- Water supply points
- Access road's owner
- Access road's contractor
- Container placement
- Topsoil storage
- Portable toilet
- Shade cloth around site and toilet area
- Building sign

NB: The responsibility of clearing the site of stones, trees etc is that of the home owner. The GFHOA will mow the site if it is possible to do so, just prior to the site visit.

2 Building Deposits and Fees:

All deposits are to be paid prior to disturbance of soil.

2.1 Payable by the home owner:

- 2.1.1 A R20 000 refundable deposit. This deposit will be refunded once the final inspection of the building has taken place and the as-built home is as per the approved plans.

2.1.2 A R10 000 refundable deposit in the case of alterations (R3 000 in the case of very minor alterations). This deposit will be refunded once the final inspection of the building has taken place and the as built home is as per the approved plans.

2.1.3 The deposit of R20 000, or R10 000 in the case of alterations, is to be paid into the following account:

Acc Name: Gowrie Farm Homeowners' Association Building Deposits
Bank: Nedbank
Branch code: 198765
Acc No: 902 106 1411
Reference: Erf No

NB: Proof of payment must be emailed to: gowriefarmhoa@gmail.com

2.2 **Building inspection fees payable by the home owner:**

2.2.1 In addition to the deposit, a fee of R5 000 is levied which is used by GFHOA to carry out independent inspections. These inspections ensure that the build is in accordance with the approved plan (eg: floor levels, window and door positions, wall plate height etc). This stipulation applies to a build which has the services of a managing architect.

2.2.2 Should an owner elect to build without having an architect overseeing the construction of the home, a further non-refundable fee of R5 000 (total of R10 000) will be payable, so that the GFHOA appointed consulting architect can conduct additional inspections. This is on behalf of GFHOA and not to be seen as a service to the home owner. Any outcomes from these inspections will, however, be communicated to the relevant homeowner. If the further R5 000 fee applies, this will also be charged via Cenprop on your levy account.

2.2.3 In the case of alterations a fee of R2 500 for major alterations and R1 500 for minor alterations is levied, which is used by GFHOA to carry out independent inspections to ensure the alterations are according to the approved plans.

2.2.4 The relevant R5 000 (or R10 000) building inspection fee will be charged on your levy account from Cenprop, once your plans are approved and commencement of building has been confirmed.

2.3 **Payable by the contractor:**

2.3.1 A R20 000 refundable deposit which is refunded after final inspection. If the builder has accrued any fines during the build, these will be deducted prior to the refund. The account details for the contractor's deposit is as detailed above for the owner payments.

2.3.2 A R10 000 refundable deposit in the case of alterations, which will be refunded once the final inspection of the building has taken place and the as-built home is as per the approved plans.

3 **Site Hand-over Meeting:**

3.1 **Prior to commencement of construction:**

A site hand-over form for commencement of construction must be completed. This form details all the obligations of the contractor and is included in this package. This form is filled in on site by the GFEM.

This form is to be signed by the owner, contractor, the owner's agents (architect, engineer, and project manager) and the GFEM.

3.2 **Additional documentation:**

The following signed documentation is required prior to, or on the day of, the site hand-over:

- Contractor's agreement (signed and returned to GFHOA)
- Copy of NHBRC Certificate
- Copy of enrolment at NHRBC
- Copy of beacon certificate
- Proof of contractor's insurance (public liability)
- Contractor's signboard (as per rules)
- Proof of deposits (both home owner and contractor)
- Provisional construction program.
- Water meters to be housed/boxed by contractor/owner

4 **During Excavation and Building Operations:**

The GFEM will conduct regular site inspections to ensure the site is managed according to the GFHOA rules and regulations. ie Site and sheds clean and tidy, shade cloth, toilets; signs etc in place and accesses correct. Generally, housekeeping to be in order and any deviations to be addressed and signed off.

5 **Final Finish Details**

By the time the building has reached wall plate height the finishing details must have been agreed to and are to include the following:

- External wall paint colours and detail
- Down pipe finishes
- Gutter colours
- Light fittings
- External gates
- Owner driveway details
- Stone cladding details
- Face brick details
- Roof colours
- Cladding details
- Landscaping ethos ensuring acceptable finished shaping levels and detail of flora to be introduced

6 **Summary of Inspections:**

- 6.1 To be carried out at various stages to ensure adherence to the architect's and engineer's plans, as approved by GFARC.
- 6.2 At site hand-over the pegs and lines demarcating "floor plan" must be in place. Inspection carried out by GFEM. Again, the boundary pegs must be in place at all times. Should they have been dislodged, moved or not visible, the home owner will be required to have the erf re-surveyed and the pegs reinstated, at their own cost.
- 6.3 Once foundations have been poured and the pegs demarcating floor levels are in place, an inspection must be carried out to ensure levels are as per the plans approved by GFARC. Persons to be present: Owner or principal agent, building contractor, GFARC architect, GFEM.
- 6.4 At wall plate height: To check window and door positioning, sizes and verandahs. Persons to be present: Owner's architect - if they are supervising the build, builder/contractor or owner agent, GFARC architect, GFEM.
- 6.5 Upon completion of roof, gutter, fascia, barge boards, roof pitches lofts etc: Persons to be present: Owner's architect (if overseeing project), building contractor or owner's agent, GFARC architect, GFEM.

7 **Final Inspection**

- 7.1 Once building is complete, the following is to be checked by the GFEM:
- Courtyards, Walls, fences, screens
 - Driveways and landscaping - in order and as planned
 - Landscaping: Impact on adjoining sites, common land
 - Cleanliness of site. Rubble and excess soil to be removed
 - Wall cladding
 - Paint colours
 - Finishes to comply with Estate Building Code and approved plans
 - As built plans to be completed and must be stamped and up to date
 - Lighting (exterior) to comply with Estate Code (as contained in the Building Code and House Rules)
 - Storm water and sewerage to comply and be complete
 - Copy of Local Authority occupation certificate to be available.
 - Inspection of adjoining common lands and agreement - responsibility thereof.
- 7.2 Only once all the above is in place can the "Completion" section on the original "Site Hand-over" form be signed. This section of the form must be signed by the owner, contractor, the owner's agent/project manager/architect, GFEM.
- 7.3 The contractor and owner deposits will only be refunded once all the above is deemed to be in order and signed off.
- 7.4 Inspection dates **must** be agreed in advance ie the building contractor must advise the GFEM of the *status quo* on site and must request an inspection,

prior to proceeding to the next stage. The GFEM is to set and coordinate inspection dates and times.

GOWRIE FARM FEES/PENALTIES PAYABLE ON BUILDING	
FEES PAYABLE BY OWNER	
REFUNDABLE DEPOSITS FOR INITIAL BUILD	
Prior to commencement	R20 000
REFUNDABLE DEPOSITS FOR IMPROVEMENTS/ALTERATIONS	
Prior to commencement	R10 000
Prior to commencement for very minor alterations	R3 000
BUILDING INSPECTION FEES FOR INITIAL BUILD	
Payable prior to commencement	R5 000
If no architect is used to oversee the project - additional fee	R5 000
BUILDING INSPECTION FEES FOR IMPROVEMENTS/ALTERATIONS	
Major alterations - prior to commencement	R2 500
Minor alterations - prior to commencement	R1 500
CONSTRUCTION PENALTY FEE FOR INITIAL HOUSE BUILD	
For the first 3 months after the 12 month build period has expired (13th to 15th month) per month	R10 000
For the following 3 months (16th to 18th month) per month	R5 000
Each month thereafter (19th month onwards)	R10 000
CONSTRUCTION PENALTY FEE FOR IMPROVEMENTS/ALTERATIONS	
For the first 3 months after the 6 month build period has expired (7th to 9th month) per month	R10 000
For the following 3 months (10th to 12th month) per month	R5 000
Each month thereafter (13th month onwards)	R10 000
FEES PAYABLE BY CONTRACTOR	
REFUNDABLE DEPOSITS FOR INITIAL BUILD	
Prior to commencement	R20 000
REFUNDABLE DEPOSITS FOR IMPROVEMENTS/ALTERATIONS	
Prior to commencement	R10 000
Prior to commencement for very minor alterations	R3 000