

**PRINCE'S GRANT HOMEOWNERS ASSOCIATION
AGREEMENT**

CONTRACTOR'S OBLIGATIONS

1. PARTIES

1.1 Prince's Grant Homeowners' Association No 94/00721/08
"the PGHOA"

1.2
.....
.....
"the Contractor"

2. RECORDAL

2.1 The contractor has been contracted by the homeowner to carry out building work on the homeowner's property on the Prince's Grant Estate. The contractor is obligated to abide by the relevant Regulations and Acts governing the building process including, but not limited to the following:

- 2.1.1 National Building Regulations and Building Standards Act
- 2.1.2 Occupational Health and Safety Act

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

RELATIONSHIP

3.1 The Contractor at all times remains an independent contractor. PGHOA and the contractor record that no employment and/or agency contract or relationship is intended to be established by virtue of them contracting in accordance with the terms of this agreement. The contractor and/or its agents or employees shall at no time be deemed to be agents or employees of the PGHOA

3.2 The contractor shall have no authority to bind the PGHOA in any way whatsoever. The PGHOA shall not be liable for any acts or omissions of the contractor or of the contractor's agents, employees or representatives. At all times, the contractor is contracted by and/or remains an agent of the homeowner.

The Contractor shall carry out the mandate to undertake building construction work on the property controlled by the PGHOA namely, Prince's Grant Golf Club & Country Estate "the Estate" as follows:

3.1. Construction Period

3.1.1. Construction of any house once commenced shall be completed within 13 months save with the consent in writing of the PGHOA. The duration of any improvements or alterations shall be determined at plan submission stage.

3.1.2. Any construction work not completed within the said 13 month period or improvements not completed within the stipulated period shall be deemed to be a nuisance and the PGHOA shall be entitled to remove such nuisance or complete the work at the cost of the owner.

3.2. Construction Signs

The Contractor **shall** erect a construction sign in the form approved by the PGHOA. The sign shall accommodate the builder's name, **engineer's name**, the architect's name, lot number, site handover date 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, silt fences, straw bales and other erosion control methods immediately upon the building site being cleared. All erosion control measures must be undertaken in collaboration with the landscape consultant so as to ensure erosion is avoided.

3.4. Litter Control

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

- 3.4.1. Ensure that no building works commence until the shade cloth boundary fencing is erected, by the contractor appointed by the PGHOA, to the satisfaction of the Estate Manager.
- 3.4.2. Clearing the site of litter and building scraps particularly on Friday afternoons. The Estate Manager of the PGHOA or his deputy may require the Contractor to clear the site at any stage if, in their opinion, the site is untidy.
- 3.4.3. Placement of litter bins on site.
- 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 PGHOA, construction work shall be limited to the time between 07h00 and 18h00, Mondays to Fridays. The day before a public holiday and the day before a long weekend, construction work shall be limited to the time between 07h00 to 14h00. No construction will be allowed on Saturdays or Sundays.

3.6. Behaviour

- 3.6.1. All construction workers are expected to behave in a workmanlike manner. Behaviour shall not disturb other residents or activities on the Estate. The PGHOA Estate Manager or his deputy shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.

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

- 3.6.2. No workers may leave the building site at any time save in the exercise of their duties.
- 3.6.3. In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles i.e. no pedestrian traffic.
- 3.6.4. 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 PGHOA Estate Manager or his deputy, is given.

3.7 Access to the Estate

- 3.7.1 All construction traffic must enter the main gate. Delivery vehicles shall be limited to a maximum axle load of 6 tons and Readymix concrete vehicles to a load comprising 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 6 tons, then it will be required to discharge the delivery at a loading area in the proximity of the main gate designated by the PGHOA Estate Manager or his deputy. 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 kph must be adhered to. 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.
- 3.7.3 All contractors and their labour, upon entering or exiting the Estate, are required to comply with the procedures laid down by the Estate Manager with respect to identification, vehicle and body searching. A copy of these procedures is attached to this document. The contractor will be levied the sum of R100, 00 for every contractor access card lost by him or his labour.
- 3.7.4 The contractor is to notify the Homeowners office of the names of all sub-contractors working on site, with their dates of commencement and completion.

3.8 Parking

Construction vehicles shall not be parked in any area other than on the building site or on the streetway 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 behind the building line at the site.

3.10. Toilet Facilities

The Contractor must provide adequate portable toilet facilities, the colour of said facilities to be green only, and rubbish bins for construction workers during the construction period. The location of such facilities must be placed so as to minimise 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 streetways, 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.

3.12 Insurance

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

3.13. Exterior Coatings

The Contractor acknowledges the requirement to comply fully with the Prince's Grant Architectural and Building Code with regard to exterior coatings and colours.

4. Breach

In the event of the Contractor being in breach of any obligations under this agreement, then the PGHOA 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 Estate Manager.

5. Deposit

The Contractor is obliged to place a deposit of R15 000 with the PGHOA, 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 homeowner being issued with a Certificate of Occupation.

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.

This deposit will attract a monthly interest rate equivalent to that earned by the Prince's Grant Homeowners' Association on their 32 day call account.

6. General

6.1. Contractor's Evaluation Form

Please note that this form is to be completed by homeowners and/or architects after the completion of this project. This information will then be updated on the website.

6.2. 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.

6.3. Variation

No agreement varying, adding to, deleting from or cancelling 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 Prince's Grant on

As witness:

ASSOCIATION

for PRINCE'S GRANT
HOMEOWNERS'

Signed at Prince's Grant on

As witness:

for the CONTRACTOR

COLOUR CHART

WHITE
CAMEL
SHAKA GREY
HENRY COOPER GREEN
VICTORIA RED
LIGHT HONEY
TUGELA GOLD
PAPYRUS
SOMBRERO
PEBBLE BEACH
PICASO

GOLF GREEN
PRINCE'S GOLD
ACACIA GREEN
ZULU GREEN
FEVER TREE IVORY
GARNET
WEDGEWOOD BLUE
GUADELOUPE
COBBLER BEIGE
MAYAN STONE
ROTHCO

Colours/Exterior Coatings

- Only colours included in the PGCC colour code may be used.
- Colours White, Wedgewood Blue, Garnet and Victoria Red, may only be used on minor proportions eg. window reveals, feature columns etc. of a building and may not be the dominant colour of a building.
- Umhlotaan Green may only be used by the Homeowners' Association and may not be used on any of the buildings on individual subdivisions.
- The use of colour oxide in plaster is not permitted.

The exterior colours that can be used at Prince's Grant were specifically developed for the Estate by Plascon Paints South Africa in consultation with the Developer and the architectural panel. These colours are intended to engender an African ambience on the Estate. Homeowners are however not required to purchase exclusively from Plascon but may purchase matching colours from other paint suppliers.

Roof Colours

Colours are confined to a range of gray from a light off-white through to charcoal gray. Colour finishes may be powder coated or painted with good quality paint.

“ANNEXURE A”

TO ALL HOMEOWNERS/ CONTRACTORS/ SERVICE PROVIDERS/ VISITORS/ LODGE

Further to our notice dated 4 September 2007 to all contractors at Prince's Grant, we wish to hereby give notice of a more comprehensive set of procedures that will be followed in future at the Prince's Grant gate.

The purpose for these additional measures is two fold:

1. We wish to know who is on the estate at any given time during the day and night; and
2. We wish to know the background of those people working on the estate at any given time.

To achieve the above goals we, in consultation with our security service provider, have drawn up a number of categories of people entering and exiting Prince's Grant on a daily basis. These categories are:

1. *Contractors and their workers for whom Prince's Grant is their principal place of employment.*
2. *Contract workers who do specific contract work and is in most cases are sub- contracting for other contractors. These would include: roofing specialists, tiling specialists, providers of kitchen units, plumbers, carpenters, etc.*
3. *Casual workers who are employed by a contractor or sub- contractor or any other person at Prince's Grant who enter the estate to do some casual work on a particular site. Casual workers will be classified as people working at Prince's Grant for less than 5 days per month.*
4. *Domestic Workers – these are self explanatory*
5. *Prince's Grant Staff and well as staff from our security and garden service providers and the Prince's Grant Lodge.*
6. *Deliveries and visitors to specific homes at Prince's Grant*
7. *Golfers and visitors to the lodge*

Each of the above categories will be dealt with as follows:

1. CONTRACTORS

- a) All contractors and their workers will be issued with a permanent access card, which card will include a picture of the individual and will have to be swiped at an access control point to register electronically that, the bearer of the card is in the estate or has left the estate.
- b) All contractors and contract workers will complete a detailed background information form which will include the taking of finger prints as well as a copy of their identity documents. This information will be supplied to our security company who will do a comprehensive background check on each person to establish whether any individual has a prior criminal record. The cost of the above access cards will be R100-00 each.
- c) All contract workers will wear specific clothing indicating the company they are working for.

2. SUB-CONTRACTORS (those who do specific jobs such as roofing, tiling, etc. on the estate)

- a) All people who will work for a specific period only at Prince's Grant, could obtain a temporary monthly access card for themselves and their employees which card will be at

a cost of R20-00 each. The card will have similar information as that of a permanent access card and we will also do a background check on these people and their personnel.

- b) All sub- contractors, as they enter the estate, will be issued with a coloured “bib” which they will wear whilst working at a specific place and which “bib” will be returned as they leave the estate.

3. CASUAL WORKERS

- a) Any contractor who wishes to contract casual workers including the Homeowners' Association and the Lodge will be issued with the required number of “casual worker disks” which will be issued in the morning and returned on exiting the estate.
- b) All casual workers will be issued with a coloured “bib” to be worn at all times whilst on the estate.

4. DOMESTIC SERVANTS

All domestic servants will have to replace their existing cards with electronically activated cards similar to these of the contractors and a full background information check will be done on all domestic workers as well.

Domestic workers will be issued with a coloured bib to be worn whilst walking on the estate. They do not have to wear this attire while working but as soon as they walk from their respective homes to the gate or *vice versa* they will have to have a bib on to indicate that they are working on the estate as a domestic worker.

5. STAFF OF THE HOA, OUR SERVICE PROVIDERS AS WELL AS THE LODGE STAFF

- a) All permanent staff will be issued with an access card that will be swiped on access and egress of the estate and will wear an identifiable uniform.
- b) All casual staff who is employed on a casual basis will be issued with a coloured bib that will be worn at all times during the time that they work on the estate. All casual staff will be issued with a “casual card” to ensure that we record when they have entered or left the estate.

6. DELIVERIES AND VISITORS TO INDIVIDUAL HOMEOWNERS

This category of persons will be required to sign in on access and sign out when they leave the estate. Any delivery must have a confirmed destination. The procedure in this regard would be that should a homeowner expect a delivery such homeowner will inform the gate that the delivery is to be expected and the address at which the delivery must be made. In the event of no confirmation being received by the gate, the security personnel at the gate will attempt once only to contact the respective homeowner and/ or destination and confirm the delivery. In the event of no confirmation being possible, such delivery and/ or visitor will not be permitted to access Prince's Grant.

7. GOLFERS

- a) Golfers and visitors to the Lodge will be signed in when entering the estate and sign out when exiting.
- b) The security will ensure that these people only get to the parking area behind the Lodge.

8. OTHER ISSUES

There will be a lost card fee of R100-00 that will apply in respect of every access card lost or stolen.

DEADLINES

- a) The deadline for completing and submitting all forms to the HOA is 14/09/2007. The details of these forms will have to be captured on a computer data base and the estate manager will ensure that a specific time is booked for every contractor. The deadline for domestic servants will be 21/09/2007 and the security personnel will indicate when domestic servants must visit our offices to ensure the necessary forms are completed and the new access cards are issued.
- b) The deadline for all workers that require uniforms is 21/09/2007. All contractors must ensure that their personnel will wear a uniform that is identifiable with their company/operation. In the event of people not having uniforms from the 21/09/2007 such staff will not be allowed to access Prince's Grant. Mary, at the Homeowners' Association offices, will provide you with the necessary assistance in respect of details for screen printers, etc.

We appreciate that the above measures will cause some irritation and frustration during the process of being implemented and beyond. We request all contractors to co- operate with our offices during this period and we will undertake to ensure the service is provided as smoothly as possible.

The complexity of efficient security on an estate like Prince's Grant demands a vigilant and comprehensive approach and the above measure is one of many that will be implemented in the months to come to ensure our security remains uncompromised.

We thank you for your co-operation in this regard.