



CONTRACTOR PROTOCOL

CONTRACTORS

(Principal Building Contractor, Sub-Contractors, Nominated Sub-Contractors, Service Providers & Purchaser Builder)

THE RESPONSIBILITY OF ADHERANCE TO THE CONTRACTORS PROTOCOL RESTS WITH THE PURCHASER

The purchaser is to adhere to the Contractors Protocol (especially the Health, Safety and Environmental requirements) from the date of land transfer.

SALT ROCK CITY

ACCREDITED CONTRACTOR PROTOCOL

Criteria of acceptance of Contractors by SALT ROCK CITY Design Review Committee (SRC DRC)

Only Professional Building Contractors & Sub-Contractors registered with the National Home Builders Registration Council, with an acceptable track record will be considered as Contractors at SRC. This list will be reviewed from time to time at the sole discretion of the SRC DRC.

If a builder is not included in the pre-approved contractor list, they are permitted to construct only one residential dwelling. After this, a separate application must be presented to the SRC DRC for consideration to build any additional residential dwellings. The accreditation of the Purchaser/Builder will depend on their adherence to all the Building Contractor's Protocols and Estate Rules.

All requests to be approved as a contractor by the SRC DRC must be submitted in line with the criteria outlined in Clause 30.2 of this Protocol.

CONTRACTOR'S OBLIGATION AGREEMENT

1. INTRODUCTION

- 1.1. All Contractors working on any of the phases at SRC are to acquaint themselves thoroughly with this document and any revised edition and are to sign acceptance of the same prior to the commencement of any work on the Estate.
- 1.2. The way a site is prepared prior to the commencement of construction will have more impact on the environment than any other stage of the development. Adherence to the following protocol is imperative.
- 1.3. The contractor must ensure that all provisions of this protocol are communicated to all sub – contractors and service providers working on site. No sub – contractor will be allowed to commence work without knowledge of this protocol and the submission of a signed sub-contractors obligation agreement.
- 1.4. The primary intention of these rules is to ensure that all building activity at SRC is conducted with the minimum of inconvenience and disruption to residents and as little impact on the Environment as possible.
- 1.5. In the event of any queries in this respect, the purchaser and / or their contractors are most welcome to contact Estate Management.
- 1.6. The rules and regulations governing building activity as set out in this document are binding on all residents, purchasers NHBRC building contractors and sub-contractors. Furthermore, all residents and Purchases are obliged to ensure that their building contractors and sub- contractors are made aware of these rules as well as the Estate Rules and that they are strictly complied with. Residents are accordingly required to include these rules in their entirety in any building contracts concluded in respect of any property on the Estate.
- 1.7. Any contravention of any of the rules and regulations shall result in the contractor and / or the purchaser being fined, and legal action may also be instituted against those parties involved as well as the NHBRC builder and the Purchaser.
- 1.8. The SRC DRC has the right to suspend any building activity and any contractors or sub-contractors who are in contravention of any of the conditions and it will not accept responsibility for any losses sustained by a resident or purchaser or contractor or sub-contractor as a result thereof, or any claims for damages. The purchasers, contractors and sub-contractors therefore undertake not to institute any claim against the SRC DRC or the seller in this regard.
- 1.9. The SRC DRC are required to formally approve plans prior to the submission of such plans to the Local Authority for their further consideration and approval. Approval by the SRC DRC does not constitute statutory approval in terms of any law. **The SRC DRC approval relates to the aesthetics of the plans. The architect must ensure that the plans comply with all statutory approvals in terms of any law.**

2. PROCEDURE PRIOR TO CONSTRUCTION

- 2.1. The Architect, or the Purchasers Principal Agent, must give the SRC DRC a minimum of 14 days' notice of his intention to start building and site hand over, and at this stage, provide the details of the Principal Building Contractor.
- 2.2. The site beacons must be clearly identified and marked by a registered Land Surveyor and pointed out to Estate Management, Purchaser / Principal Agent and Contractor before commencement.
- 2.3. A signed copy of the Land Surveyor's Diagram is to be handed to Estate Management . The Land Surveyor's datum must be to mean sea level.
- 2.4. Site hand over form to be completed by the principal agent and submitted to Estate Management , together with all required attachments 7 days prior to site handover.
- 23.1 A refundable non-interest-bearing deposit of R20, 000.00 shall be payable by the Purchaser with respect to a freehold site as a damages deposit for the construction phase. Developers/Contractors building on a Medium Density Development Site will pay a single non-interest-bearing refundable verge and street damage deposit of R25,000 per Development Site.
- 2.5. If the financial sum required to remedy any damage caused by the contractor is greater than the relevant deposit paid, then such additional sum will be claimed and recovered from the Purchaser. Failure to pay this deposit prior to commencement of construction will result in the site not being handed over for commencement of construction.
- 2.6. After completion of all works, and after an occupation certificate has been issued the SRC DRC will conduct an inspection of the site. Subject to any remedial work that may arise, the deposit or that portion remaining will be refunded.
- 2.7. It is to be noted that the SRC DRC and or any of its representatives shall be entitled to have access to the site for the full duration of the works.
- 2.8. Confirmation of electricity and Water

deposits paid must be provided to Estate Management.

3. SITE HANDOVER

- 3.1. A site handover meeting will be held on the specific site prior to the Principal Contractor being permitted to move onto site in any form. This includes the storing of fill materials.
- 3.2. The Principal Agent is to advise the SRC DRC once the following criteria has been addressed (Clause 3.3.), where after, a site handover meeting will be scheduled which must be attended by the following:
 - 3.2.1. The Architect and Principal Agent.
 - 3.2.2. Estate Management
 - 3.2.3. The Principal Building Contractor.
 - 3.2.4. The Principal Building Contractor's Site Foreman.
 - 3.2.5. The Purchaser (if available). If the Purchaser is not available, he/she must submit a power of attorney appointing his/her Principal Agent as his/her representative.
- 3.3. The following criteria must be addressed prior to the site handover and at the site handover:

The Principal Building Contractor

- 3.3.1. All the site corner beacons (pegs) to be exposed, identified and flagged. In addition, the Water, Sewerage and Electricity points must be flagged.
- 3.3.2. The footprint of the proposed buildings and driveway to be set out by a registered Land Surveyor and marked out for inspection. This to be done after grubbing and site preparation. A copy of the Land Surveyor's setting out certificate to be submitted to the Development Manager.
- 3.3.3. Extent of screened areas to be discussed including the positioning of the site toilets.
- 3.3.4. Extent of cut and fill to be discussed including retaining structures.
- 3.3.5. Implementation of approved temporary storm water management plan to be discussed.

3.3.6.Environmental issues to be addressed including preservation of existing vegetation and the storage of materials etc.

3.3.7.The Principal Building Contractor is to supply a list of anticipated subcontractors.

3.3.8.Establish the position to access the site during construction if it is not the same as what is shown on the approved Building Plans.

pavements indicating their state of repair;

- ✓ All verge planting immediately in front of and adjacent to the site.

3.3.15. To submit a copy of the required Professional Notice Board to Estate Management for approval and ensuring this board is installed in terms Clause 7.

Please Note: All sub-contractors and service providers must be registered with security and must sign the acknowledgement of the contractors protocol with the principal contractor prior to being permitted onto the Estate.

The Architect/Principal Agent

3.3.9.To be in possession of two sets of building plans approved firstly by the SRC DRC and then by the KDC Municipality. Both sets must be the same (no changes).

3.3.10. The Architect to submit to the SRC DRC a copy of the KDC Municipality approved plans and approval letter at least 3 working days prior to the anticipated site handover date, to compare and verify the approved building plans with SRC DRC records.

3.3.11. To issue Estate Management an anticipated programme of work, highlighting construction milestones and completion date.

3.3.12. To advise Estate Management of relevant contract documents and to confirm signature of contracting parties.

3.3.13. To agree with Estate Management all service connections on site, flagged by the Land Surveyor.

3.3.14. To photograph site and surroundings in digital format and submitting a copy to Estate Management for SRC DRC records.

These photographs to include:

- ✓ General site;
- ✓ All street furniture immediately in front and adjacent to the site, including lamp posts, bollards, manholes, etc.
- ✓ All site boundaries including

4. SITE CAMP IN RESPECT OF DEVELOPMENT SITES

4.1. Prior to the site handover day, the Principal Building Contractor must submit to Estate Management a site plan showing the footprint of the proposed buildings, the position of the site toilets and showers, the position of the site office, the position of the refuse and refuse skip area, the position of building materials storage area, and the position of the Professional Notice Board.

4.2. The site office which can either be converted steel container or park home must be painted white or forest green only. The site offices and storage containers must be adequately screened off with green 80% factor shade cloth to SRC DRC's approval.

4.3. Stacking of storage and office containers on top of each other on any site will not be permitted without written approval from Estate Management

5. SHADE CLOTH FENCING

5.1 Once the areas to be screened off have been established on site, and verified by Estate Management, it must be screened off with builders cladding shade cloth with an 80% light transmission, a minimum of 1.8 meters high)

5.2 The shade cloth is always to be maintained to an acceptable standard, and any repairs to such shade cloth are to be immediately attended to. The whole

structure is to be supported in such a manner as not to sag or come adrift. In need, corner posts are to be concreted.

- 5.3 In view of the high level of winds experienced battens are to be nailed over the shade cloth on the posts and painted a dark green to blend in with the shade cloth.
- 5.4 The entrance is to be closed and secured with a gate, clad with the same shade cloth. This gate must be secured by means of a padlock at the end of each working day preventing unauthorized access to the site.
- 5.5 The shade cloth fence must be installed within 7 working days from the date of the site handover, and prior to any work commencing on the site.
- 5.6 Regular inspections must be carried out by the Contractor during building operations to ensure containment within the screened areas and to monitor damage to the surrounding vegetation. In the instance of damage to existing vegetation, it is to be reported to Estate Management immediately, who will instruct the contractor responsible for the damage in respect of repair or replacement. This will be for the contractor's account, as will any fines or penalties levied for the damage done.
- 5.7 SRC DRC/Development Manager will conduct regular inspections on each site to ensure clause 5 is adhered to. The Contractor will be notified to carry out any remedial work, if required, within a specified time period.

6. CONSTRUCTION PERIOD

- 6.1. Construction of any housing project or any improvements or alterations must commence within 7 working days from the date of the site handover date and shall be completed within 18 months from the date of the site handover, save with the written consent for an extended building period from the SRC DRC and the KDC Municipality.
- 6.2. A penalty will be levied on the Building Contractor on any building work exceeding the maximum building period which does not have the SRC DRC's written extended period consent.

7. CONSTRUCTION SIGNAGE

- 7.1. The Principal Contractor will erect a Professional Notice Board (Contractors Board) on the site in the position agreed on at the site handover. This Notice Board must be erected within 7 working days from the date of the site handover date but before any construction work will be allowed on site.
- 7.2. This notice board will be in the form and design approved by the SRC DRC as described in Clauses 7.4 to 7.9.
- 7.3. The notice board will accommodate the Development Proposal; Street Address; Erf Number; Purchaser's Name (optional); Architects Name and Contact Number; Engineer's name and Contact Number; Principal Building Contractor's Name and Contact Number; the Land Surveyor's Name and Contact Number and the name and Contact Number of the responsible person to contact in the case of an emergency; and any other Professional's Name approved by the SRC DRC including the Principal Agents Name and Contact Number.
- 7.4. No other signage of any Contractor; Financing Company; Real Estate; Agents; or any other parties concerned with the project may be erected on the site or anywhere on the Estate.
- 7.5. The architect/architect/principal agent must submit a copy of the proposed Professionals Notice board to Estate Management for approval at least 5 working days prior to the site handover date.
- 7.6. On approval by the Development Manager, the Architect or the Principal Building Contractor will issue the Sign Writer the relevant SRC DRC approved information for the Professional Notice Board.

8. LITTER AND REFUSE CONTROL

- 8.1 The Principal Building Contractor shall control all litter and refuse on his/her site by the following methods: Placement of litter bins, skips, or demarcated and screened refuse

areas in accordance with SRC Environmental Management Plan and the KDC Municipality's requirements.

- 8.2 The site must be cleared of all litter and building refuse which must be removed from the Estate at least once per week, preferably on Fridays. The site must be litter and refuse free over weekends, public holidays, and during any extended closure periods.
- 8.3 Burning of any litter, refuse, or rubbish is not permitted on any site.
- 8.4 Any litter spread outside the site is to be immediately picked up. This includes building debris and stones in the driveway access to the site and in the road verge and road directly adjacent to the site.
- 8.5 The Development Manager may require the Contractor to clear the site at any stage and within a specified period if, in his/her opinion, the site is untidy and aesthetically not acceptable.
- 8.6 All litter bins must have lids, and skips must have a shade cloth covering to prevent the contents from being wind blown over the site.
- 8.7 All refuse and bin storage areas must be screened off with green 80% factor shade cloth as described in Clause 5 of this protocol.
- 8.8 The Principal Contractor is to ensure all subcontractors, suppliers, service providers, and staff strictly adheres to this requirement.

9. VEGETATION

- 9.1 Following the site handover that portion of the footprint required for the purpose of building work and the driveway may be cleared of vegetation.
- 9.2 No trees or shrubs may be removed, disturbed or pruned within the open spaces. Any breach of this will be treated most seriously and a fine of R10 000.00 per tree, shrub or per any other related offence may be imposed by Estate Management in its sole discretion.
- 9.3 Contractors are to take all the necessary precautions to prevent the introduction of any alien species to the Estate.
- 9.4 Contractors to exercise extreme care in the storage, handling and transportation of any materials which could be detrimental to

the natural environment.

10. EROSION CONTROLS

- 10.1. The Principal Contractor will install temporary construction entrances, fences, and other erosion control methods considered necessary immediately upon the building site / building footprint being cleared. All erosion control measures must be undertaken in collaboration with the Development Manager, or the Landscape Consultant, to ensure erosion is avoided. Sandbags are to be placed where necessary to prevent erosion, particularly over weekends, holidays, and extended closure periods. This must be done in line with the Estate's nominated Environmental Consultant.
- 10.2. Due to the presence of sub-soils consisting of primarily windblown sand and coupled with strong winds both from the northeast and the southwest the removal of vegetation on the building site is discouraged. The removal of this 'grubbing layer' can cause the sandy subsoil to be blown easily during periods of high wind. If this layer is removed, then adequate precautions must be taken to arrest windblown sand by layering these exposed areas with thatch and regular watering. Sites which in the view of Estate Management which cause excessive dust will be required to mitigate this problem failing such Estate Management will stop all works until the circumstances is remedied to the satisfaction of Estate Management.
- 10.3. The Principal Contractor must inspect the site and ensure that the erosion control methods that are in place are maintained and adequately serve their function. This inspection must be carried out on a regular basis.
- 10.4. Estate Management will carry out regular site inspections and assess the erosion control management, and if in their opinion, find that it is not adequate, will instruct the Contractor to carry out remedial work and

improve his/her erosion control management within a certain time period, and to maintain the standard throughout the construction period.

- 10.5. All retaining walls, if required shall be constructed as soon as possible. In order to obtain the necessary completion certificate from the SRC DRC a certificate will have to be obtained from a professional civil engineer
- 10.6. Retaining wall systems i.e. Loffelstein systems are to be planted immediately the work has been completed. Loffelstein walls are to be laid as per the appointed civil engineer's instructions.
- 10.7. Burst sandbags onsite must be replaced immediately.
- 10.8. Only black sandbags may be utilized onsite.

11. WORK HOURS

- 11.1. Unless otherwise approved by the SRC DRC, construction work shall be strictly limited to the time between 06h30 and 17h00 from Mondays through to Fridays.
- 11.2. No construction will be allowed on Saturdays, Sundays and Public Holidays.
- 11.3. A responsible person with a 24 hour emergency contact number must be appointed by the Principal Contractor in case of any emergency on site. This person's name and number must appear on the Professional Notice Board.

12 SECURITY

- 12.1 All Contractors are to comply with all Security Regulations and Protocols as prescribed in this contractor's protocol, as amended from time to time. It is the Building Contractor's responsibility to ensure he/she has the latest edition and that all persons on site are familiar with the contents thereof and strictly adhere to these regulations.
- 12.2 The recruiting of casual labour by the gates is strictly forbidden. All employees are to be properly employed and registered with the Estate's Development Management. The employment of local labour is encouraged.
- 12.3 The Principal Building Contractor must submit a list of names, identity numbers, and contact details of all staff members, labourers, sub-contractors, and service

providers working on his/her site on a month's basis ahead of the site meeting.

- 12.4 Contractors, sub-contractors and suppliers will only be given access to the estate / site when prior arrangements have been made by the main contractor and Estate Management. All such contractors will always be required to have their original ID and a valid security registration.
- 12.5 All new suppliers not familiar with the Estate rules shall be escorted to and from site by the contractor's agent or foreman, who will remain responsible for any contravention of the contractors protocol during the delivery process. Security must be notified of deliveries prior to their arrival at the entrance gate and these should be scheduled after the morning access of normal working staff so as not to congest the gates.
- 12.6 All contractors' may only access and exit via the contractor's gate and all contraventions in this regard result in the suspension of the contractor's access and the issue of a fine.
- 12.7 The Contractor is responsible for the conduct of all their staff, labourers, suppliers, and service providers entering SRC.
- 12.8 All construction staff, labourers, service providers, and suppliers are expected to behave in a professional workmanlike manner at all times on the Estate. Their behaviour shall not disturb other residents or activities on the Estate. Estate Management, and Security, shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.
- 12.9 No employee, sub-contractor, or construction staff may leave the building site they are working on at any time save in the exercise of their duties, and only then by vehicle and not on foot.
- 12.10 In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles, i.e. no pedestrian traffic.

- 12.11 No employee employed by the Building Contractor shall be entitled to be on the site other than during the hours provided in Clause 11 unless the prior written consent of Estate Management is given.
- 12.12 All contractor staff shall always whilst on the Estate, wear overalls or shirts displaying the name of the company or contractor they are representing.
- 12.13 The payment of wages in cash to labourers on site is strictly prohibited. Payments are to be undertaken electronically to beneficiary banking accounts or, if in cash, off SRC premises.
- 12.14 A Supervisor or Site Foreman shall be appointed to control the site. No such Supervisor/Site Foreman will control more than three Single Dwelling sites, on the Estate at any one time. He/she is to be on site or be immediately available during working hours when required by SRC DRC management and will be deemed to be the Principal Contractor's representative in their absence.
- 12.15 All accidents, break-ins, theft, or dangerous situations must be reported to Development Manager immediately.
- 12.16 Any individual contractor or employee found to be in possession of stolen property, whilst on or attempting to exit the Estate, will be detained and escorted to their employer, or complainant for whatever action is decided by such employer or complainant. The access card of the offender will be cancelled and their access onto the Estate permanently banned.

13 ACCESS TO THE ESTATE, USE OF ROADS AND DAMAGE TO ESTATE PROPERTY

- 13.1 The Contractor shall ensure that all vehicles use the roads with due care and consideration for passenger and pedestrian safety.
- 13.2 Should any of the road edging/verges, Communications and electricity manholes, sewer connections, irrigation coupling valves, water meters and pipes, fire hydrants, any other services or trees on the property or verge be damaged by any

Contractor, then the Principal Building Contractor shall be responsible for repairing such damage immediately at his/her own cost. Precautionary measures must be taken at the outset to prevent any such damage.

- 13.3 Care shall be taken when driving to and from the site that the Estate speed restriction of 10kph on all roads is strictly adhered to.
- 13.4 Failure to take due care or to adhere to the speed restriction or any other traffic signs will result in a driver being fined or banned from access to the Estate and any construction site.
- 13.5 If the Principal Building Contractor requires additional security for a specific site, this must be arranged with the Estate contracted security company via Estate Management. The costs of such additional security will be borne by the Principal Building Contractor.
- 13.6 The Contractor indemnifies the SRC DRC, Estate Management and its employees or representatives against any claims for loss or damage, which may occur on the Estate during any work being carried out.
- 13.7 No vehicles may enter the Estate carrying in excess of 6m³ concrete.
- 13.8 The drivers of all vehicles providing supplies and entering the Estate must provide a computerized delivery note reflecting the nature of the goods and estimated weight of the goods being transported. Refer to 12.5.
- 13.9 No articulated or abnormal vehicles, with or without trailers, may enter the Estate. Parking of vehicles will only be permitted within the demarcated footprints so as not to obstruct traffic. No excessive parking will be permitted on the roads and no parking on vegetation. Damage to any vegetation will be dealt with by the imposition of a fine.

14 PARKING

- 14.1 Construction vehicles shall not be parked in any area other than on the building site, or on the verge bordering the site. Vehicles parked on the verge shall be parked with due

consideration for users of the street. Any damage caused to the verge and/or Estate and private property by the parking of vehicles, including oil, diesel, or material spillages, will be repaired immediately at the Principal Building Contractor's expense.

15 STORING OF CONSTRUCTION MATERIALS

- 15.1 All construction material shall be stacked neatly and safely behind the shade cloth screening on the site where the work is being done. No stockpiles of material to exceed 2.0 meters in height.
- 15.2 All materials and equipment must be stored in safe manner in terms with the Occupational Health and Safety Act no. 85 of 1993 and its Regulations.
- 15.3 No materials or equipment may be placed or stored outside of the building site, on the verge, or on adjacent sites at any time.

16 TOILET AND ABLUTION FACILITIES

- 16.1 The Principal Building Contractor must provide adequate (green coloured) temporary portable chemical type toilet facilities. These toilets must be serviced by a sanitation company at least once per week. No person is permitted to urinate anywhere on the site other than in the toilet facility provided.
- 16.2 The toilets must be adequately screened off with green 80% factor shade cloth as described in Clause 5 of this Protocol.
- 16.3 Toilets are to be provided at a rate of not less than one toilet for every 15 (or part thereof) personnel on site.
- 16.4 Separate toilets must be provided for both male and female employees.
- 16.5 Estate Management reserves the right to stop all work on any site if, in their opinion, insufficient or no toilets have been provided, until such time as enough facilities have been provided.
- 16.6 Adequate shower and wash-up facilities must be provided on the site by the Principal Building Contractor. These must be screened off with shade cloth described in Clause 5. Staff is not to wash in view of the public. The wastewater from these showers and wash-up areas must be piped to the sewer drain on site.
- 16.7 Adequate changing area where staff and/or general labourers can change

clothing and store personal effects must be provided by the Principal Building Contractor. No clothing, bags, etc will be permitted to hang over the shade cloth fencing, trees, or in view of any visitors to the site, or from outside the site. No person is permitted to change outside the site or in view of any public from any road or adjacent site.

- 16.8 The Principal Building Contractor must carry out regular inspections on these facilities and ensure that any contamination and pollution is remedied immediately, and that these facilities do not pose an unhygienic and health hazard at any time.

17 FINAL CLEAN UP AND COMPLETION

- 17.1 At the conclusion of the construction work, the Principal Building Contractor shall restore all pavements, verges, roadways, ditches, and drainage channels, to their original condition, including fine grading and seeding, assure positive drainage with no standing water, clean the entire site of all construction debris and refuse, and remove all temporary fencing, offices, storage, equipment, and materials. Where necessary, verges are to be leveled to their original condition, grass sods laid and any trees destroyed replaced, in liaison with the Estate Landscaping Consultant. Any polluted soil due to oil or diesel spills to be excavated and disposed of off-site outside the Estate at an approved landfill site, the hole filled with approved topsoil, and the vegetation rehabilitated.
- 17.2 Under no circumstances may builder's rubble be disposed of onsite underground. All rubble must be removed from site to the closest Municipal Bulk Waste site.
- 17.3 Estate Management will, on commencement and on completion of the work on site, as part of the approval of the as-built plans by the SRC DRC, carry out an inspection of the works inclusive of the verges and services.
- 17.4 On completion of each project, the

finishing standard and quality of the work will be assessed and should the Building Contractor's work not be acceptable in respect of SRC standards and quality, then, in the interest of the Estate and the purchasers, the Contractor will not be permitted to do any further work on SRC Estate.

18 INSURANCE

18.1 The Purchaser shall take out at his/her own expense a public liability assurance of not less than R10,000,000 for freehold sites, and not less than R20 000,000 for PUD developments for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies SRC DRC & HOA against payment of any such claims for damages.

18.2 Details of this assurance must be lodged with Estate Management.

19 EXTERIOR COATINGS

19.1 The Contractor acknowledges the requirements to comply fully and strictly with the SRC Architectural Design Guidelines and Town planning Controls in all respects as amended from time to time, as well as with regard to exterior coatings and colours. Failure to comply with this requirement will result in SRC DRC insisting on the exterior coatings being re-applied at the Contractor's expense.

20 NEIGHBOURING PROPERTIES

20.1 No encroachment onto neighbouring sites and Estate property. This may be permitted during construction. The written prior written permission of the registered purchaser of such site and that of the SRC DRC must be obtained. The SRC DRC reserves the right to refuse permission if in their opinion it is not a necessity to encroach on the adjacent property.

20.2 No work will be permitted beyond the demarcated wetland site boundaries.

20.3 No persons will be permitted beyond the SRC boundary without the Development Mangers consent.

21 APPROVED PLAN/SITE HANDOVER

21.1 **No work may commence on site prior to the official site handover and written permission from Estate Management.**

21.2 Construction may only commence on production of building plans approved by the SRC DRC and KDC Municipality. The presentation of these plans must be made at least 7 working days prior to the site handover date.

22 DEVIATION FROM APPROVED PLANS

22.1 The Contractor shall not deviate from the approved building plans in any form without being in possession of an approved amended plan or written permission from the SRC DRC to proceed with the deviation.

22.2 All proposed deviations must be submitted by the Architect to SRC Design Review Committee and, if necessary, the KDC Municipality for approval prior to any deviations commencing on site.

22.3 The Architect or the Principal Building Contractor must discuss all deviations and additional work on site with Estate Management.

24 BREACH

24.1 In the event of the Contractor being in breach of any obligations under this agreement, including the SRC Environmental Management Plan and the Design Guidelines and Town planning Controls, the SRC DRC shall be entitled to institute one or more of the following remedies:

24.1.1 Give written notification to the Contractor to remedy the breach within 24 hours.

24.1.2 Close the Contractor's access to the site until the breaches have been remedied. Any contractual delay claims will be at the Contractor's expense.

24.1.3 Insist on rectification of the breach at the cost to the Contractor.

24.1.4 Issue a written warning.

24.1.5 Imposition of a fine as indicated in the Penalty Protocol, or as decided by

Estate Management.

- 24.1.6 Banning the Contractor from the Estate for a certain period.
- 24.1.7 Permanent banning from the Estate and removal from the Accredited Contractors List.

25 ENVIRONMENTAL MANAGEMENT PLAN

- 25.1 All Contractors will comply with the provisions of the SRC Environmental Plan as amended from time to time. Copies of these are available at the Estate Management office.
- 25.2 Failure to comply with the requirements of the Environmental Management Plan in any form may result in a severe penalty being imposed on the Contractor by SRC DRC and DEAET - Department of Economic Affairs Environment and Tourism.

26 GENERAL

- 26.1 Only Contractors registered with the National Home Builders Registration Council and with an acceptable construction record will be considered as accredited building contractors on the Estate. The accredited list will be reviewed from time to time at the sole discretion of the SRC DRC.
- 26.2 The SRC DRC reserves the right to refuse any contractor's application to be accredited.
- 26.3 All applications to be accepted onto the SRC accredited list of Contractors must be submitted in accordance with the criteria as set out at Clause 30.2 below
- 26.4 All accredited Contractors must be available to tender on all other projects on the Estate and, if the Building Contractor has not received a commission or contract to construct any other buildings on the Estate, other than the current project, for a period of eighteen months, the Contractor will be considered dormant and removed from the list of accredited Building Contractors permanently.

27 MAINTENANCE AND DAMAGE LEVY

- 27.1 All freehold purchasers will pay a

non-interest-bearing refundable Paving Road damage deposit of R50,000 which will be retained for the duration of the construction period of the site until date of the Completion Certificate issued by the Development Manager.

- 27.2 Developers/Contractors building on a Medium Density Development Site will pay a single non-interest-bearing refundable verge and street damage deposit of R25,000 per Development Site.

- 27.3 The assessed costs of any damage caused by a Purchaser and his sub-contractors, service providers will be deducted before repayment is made.

28 NON-WAIVER

- 28.1 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.

29 VARIATION

- 29.1 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.

30 CRITERIA FOR ACCEPTANCE ONTO THE SRC DRC REGISTERED CONTRACTOR LIST

FOR ANY PERSON TO BUILD ANY STRUCTURE ON THE ESTATE, THEY MUST SUBMIT THE FOLLOWING DOCUMENTATION AND OBTAIN THE APPROVAL OF THE SRC DESIGN REVIEW COMMITTEE

They must;

- 29.1. In the case of a professional building contractor, be registered with the **National Home Builders Registration Council**. (Copies of current NHBRC registrations required).
- 29.2. In the case of a Purchaser/Builder be registered with the **National Home**

- Builders Registration Council** (Copy of the NHBRC registration required);
- 29.3. Be registered with Workman's Compensation (Copy of current registration number and details required);
- 29.4. Have a minimum of R10,000,000 Public Liability Insurance cover. (Copy of insurance details and cover required);
- 29.5. Provide a detailed CV or Company Profile together with references.
- 29.6. In the case of a professional building contractor, if a registered business, proof of registration required.

Please note that:

- 29.7. If a builder is not included in the pre-approved contractor list, they are permitted to construct only one residential dwelling. After this, a separate application must be presented to the SRC DRC for consideration to build any additional residential dwellings. The accreditation of the Purchaser/Builder will depend on their adherence to all the Building Contractor's Protocols and Estate Rules.
All requests to be approved as a contractor by the SRC DRC must be submitted in line with the criteria outlined in Clause 30.2 of this Protocol.
- 29.8. All Purchasers must employ the services of an accredited Architect on the SRC DRC panel of pre-approved architects
- 29.9. Failure to secure contracts for continual construction of any buildings on the Estate, or if the contractor does not carry out any work for a period of eighteen months, then the contractor will be considered to be dormant, and will be removed from the accredited list and will not be allowed to do any further work on the Estate.
- 29.10. In the interest of local Community development, local labour must be employed wherever possible. Contractors may only use staff that hold South African citizenship or a valid South African work permit in the case of non-residents.
- 29.11. On completion of each project the finishing standard and quality of the works will be assessed and should the Purchaser/Builder or Contractor's work not be acceptable in respect of SRC standards and quality, then in the

interest of the Estate and the Home Purchasers, the Purchaser/Builder or Contractor will not be permitted to do any further construction on the Estate.

30 HEALTH AND SAFETY

IT IS IMPERATIVE THAT ALL CONTRACTORS WORK IN ACCORDANCE WITH BOTH LEGISLATED HEALTH AND SAFETY REQUIREMENTS AND THE SALTA HEALTH AND SAFETY SPECIFICATION, AS AMENDED FROM TIME TO TIME.

- 30.1. Prior to the commencement of construction work, Contractors must furnish Estate Management with details of intended site establishment areas, material and plant storage, signage specifications and a copy of the health and safety plan.
- 30.2. Contractors must be aware that all work performed by their respective companies is governed by the Occupational Health and Safety Act no. 85 of 1993 and the Regulations. This Act concerns the safety of all employees and any person who may be in the vicinity of any work being carried out, which includes visitors to the site.
- 30.3. It is the responsibility of every Contractor (as defined by the Construction Regulations) to ensure that the Occupational Health and Safety Act (85 of 1993) and Regulations are complied with. Every employer represented on site is responsible and accountable for the actions or omissions of their employees. It is therefore essential that Contractors and employees adhere to the provisions of the OHS Act, their written health and safety plans as well as the provisions of this protocol.
- 30.4. All accidents and incidents must be reported to Estate Management within 24 hours of such incident or accident occurring. Estate Management or the appointed Health and Safety Consultant may, at his or her discretion, request a full written report of such incidents. Estate Management will not be held liable

in anyway for any accidents that occur on the Estate to Contractors, Subcontractors or their employees.

30.5. Contractors are responsible for their employees' actions and any non-conformance noted will be raised with the relevant contractor. In such cases a written response from the relevant contractor detailing what action has been or will be taken must be provided.

31 SERVICES

WATER

31.1. This is a private supply; a municipal water application does not need to be made. Smart internal water meters will be installed prior to the commencement of construction. An application must be submitted to the estate manager when requesting site handover for construction.

STORMWATER & SEWER

31.2. The building contractor and plumber are to notify Estate Management prior to commencing with the installation of sewer and stormwater connection points onsite. The necessary inspection will be carried out before approval is granted to commence with work.

31.3. Both the building contractor and the appointed plumber are responsible for this task is crucial for maintaining the integrity and aesthetics of the building. Proper coring helps in creating precise openings for plumbing and other installations, which can prevent future issues and ensure a clean, professional finish.

ELECTRICITY

31.4. There is a connection fee and costs involved for single phase connection and three phase connection payable before any works proceed. Infrastructure provisions will be made based on the phase requested in the Stage 2 DRC process. Should there be a request to change the connection mid construction, the owner will be liable for all costs associated with such change.

31.5. Upon completion of the installation, the customer's electrician is required to submit a completion form together with the Certificate of Compliance (hereinafter referred to as "CoC") for the work.

31.6. Upon receipt of the CoC, proof of payment and the Completion of Work form, will finalize the work required for the connection and will energize the installation.

SEWERAGE

31.7. The sewerage connection must be undertaken under direction of the Development Manager.

33.6.1 The sewer and stormwater lines have been inspected and handed over, clear of obstruction. Video evidence will be required of clear drainage on completion.

RELOCATION OF SERVICES ON SITE VERGE

31.8. Should any services on your site verge require relocation then written authority needs to be obtained from the SRC DRC through the Development Manager.

WASTE DISPOSAL ON SITE

31.9. All contractors are to ensure adequate control of solid waste, litter, debris and plastic matter that may be generated on site. The contractors are to supply enough litter bins and shall arrange for a collection point within the screened area for all such solid waste and rubbish. This shall be removed from site at regular intervals. No burial or burning of any material is permitted on site. The SRC DRC will conduct regular site inspections and reserves the right to suspend all works if the site is left in an unsatisfactory state.

PENALTY PROTOCOL

FOR ALL PHASES OF SRC

BREACH

In the event of any Purchaser, Contractor, Service Provider, Sub-Contractor, or any of their employees, being in breach of any Obligations, Rules, or Protocols as set out by Estate Management, Estate Management shall be entitled to one or more of the following remedies:

- ✓ Give written notification to the Purchaser, Contractor, Service Provider, Sub-Contractor, or individual employee, to remedy the breach within 24 hours
- ✓ Close the Contractor's access to the site until the breaches have been remedied. Any contractual delay claims will be at the Contractor's expense
- ✓ Insist on rectification of the breach at the cost to the Contractor, Service Provider, Sub-Contractor, or employee
- ✓ Issue a written warning
- ✓ Imposing of a fine as indicated in the following Guideline of Fines, or as decided by Estate Management
- ✓ Banning the Contractor, Service Provider, Sub-Contractor, or employee from the Estate for a certain period
- ✓ Permanent banning from the Estate and removal from the specific Accredited List

GUIDELINE OF FINES

Please refer to "Building Contractors – Penalty Guide" table. Estate Management will be responsible for issuing fines.

- 31.9.1. All individual fines to be paid within 14 working days of notification, failing which access may be suspended until the fine is paid. All accredited company fines will be added to that Company's account payable to Estate Management.
- 31.9.2. Where any costs are incurred to effect repairs due to offences listed in the Penalty Guide, the Contractor or person who caused the damage will be invoiced for such repairs. Failure to pay the fine or for the repairs to be undertaken within the period specified by Estate Management, will result in access to the Estate being suspended until such payment is received.
- 31.9.3. The Estate Management reserves the right to revise the guideline of fines from time to time without notice.
- 31.9.4. Failure to complete the build within the 18-month building period will result as per the Mount Richmore Sub HOA MOI.

BUILDING CONTRACTORS – PENALTY GUIDE			
BUILDING	SEVERITY		
Offence	Minor	Moderate	Major
Failure to expose and flag all site boundary and corner pegs	R1000	R1,500	R2,500
Failure to comply with site camp requirements	R1000	R1,500	R2,500
Stacking of storage and office containers on site without consent	R1000	R1,500	R2,500
Failure to comply with shade cloth fencing requirements	R1000	R1,500	R2,500
Failure to secure the site at the end of each working day	R1000	R1,500	R2,500
Failure to install shade cloth within 7 days / prior to works commencing	R1000	R1,500	R2,500
Removal of shade cloth fencing or safety barriers without consent	R1000	R1,500	R2,500
Failure to complete project within 18 months	R2,500	R5,000	R10,000
Failure to submit a building / construction program	R1000	R1,500	R2,500
Failure to comply with Professional Notice Board requirements	R1000	R1,500	R2,500
Failure to erect Professional Notice Board within 7 days	R1000	R2,500	R2,500
Failure to provide required information on Professional Notice Board	R1000	R2,500	R2,500
Illegal advertising and signage erected on site	R1000	R2,500	R2,500

BUILDING CONTRACTORS – PENALTY GUIDE			
Offence	Minor	Moderate	Major
Failure to provide any, or adequate number of refuse bins	R1000	R1,500	R2,500
Cut banks not vegetated immediately on earthwork completion	R1000	R1,500	R2,500
Working outside normal working hours without written consent	R1000	R1,500	R2,500
Failure to submit a name list and ID numbers of all persons working on site	R1000	R1,500	R2,500
Failure to wear identifiable clothing on site	R1000	R1,500	R2,500
No site supervision during working hours	R1000	R1,500	R2,500
Failure to call for completion inspection on completion	R1000	R1,500	R2,500
Parking on verge / adjacent property without consent	R1000	R1,500	R2,500
Storage of material exceeding 2m in height	R1000	R1,500	R2,500
Storage of material in an unsafe manner (including hazardous or explosive)	R1000	R1,500	R2,500
Storage of materials outside the site without consent	R1000	R1,500	R2,500
Urinating or washing in public view on any building site	R1000	R1,500	R2,500
Failure to screen off site toilets	R1000	R1,500	R2,500
Failure to provide any, or adequate number of portable site toilets	R1000	R1,500	R2,500
Failure to provide any or adequate washing and changing facilities on site	R1000	R1,500	R2,500
Hanging of clothing etc on trees and fencing	R1000	R1,500	R2,500
Encroachment of any structure over building lines / servitude / boundaries without written consent	R5,000	R20,000	R50,000
Encroachment of any work onto wetland areas	R10,000	R25,000	R50,000
Tampering with neighbouring or any Estate services	R1000	R5,000	R10,000
Commencement of any work prior to an official site handover	R10,000	R25,000	R50,000
Commencement of any work without SRC DRC and Local Authority approval	R10,000	R25,000	R50,000
Deviation from SRC DRC & Local Authority approved plans without written consent	R10,000	R25,000	R50,000
Failure to comply with written / verbal instructions	R1000	R1,500	R2,500
Failure to clean up or carry out remedial work on site immediately	R1000	R1,500	R2,500
Failure to submit skills training on site	R1000	R1,500	R2,500
ENVIRONMENT			
Offence	Minor	Moderate	Major
Mixing on bare soil (cement/concrete/hazardous substances, etc.)	R1000	R2,000	R5,000
Improper handling of hazardous substances (paints, concrete, etc.)	R1000	R2,000	R5,000
Inadequate storm water controls leading to erosion	R1000	R5,000	R10,000
No soak away pits at tap points	R1000	R1,500	R2,500
Leaking / mismanaged ablution facilities and taps	R1000	R1,500	R2,500
Permit growth of alien plants	R1000	R1,500	R2,500
Improper waste management on site	R1000	R1,500	R2,500
Removal / damage of any vegetation / driving over common / private land	R1000	R1,500	R2,500
Pollution (mismanagement of)	R2500	R5,000	R10,000
Interfering with wildlife	R1,000	R5,000	Banned
Failure to rehabilitate on completion of works	R1,000	R2,500	R5,000
Failure to properly induct / educate staff to the Estate rules	R500	R500	R500
Burning / creating fires without permission (incl. braais, etc.)	R500	R2,500	Banned
Failure to use toilets or designated wash areas	R100	R500	R1,000
Deviating from final landscape plan	R2,000	R5,000	Banned
Working without an approved final detailed landscape plan	R2,000	R2,000	Banned
Altering the landscape without prior approval from SRC DRC	R2,000	R5,000	Banned
Mismanagement of alien plants controls	R1000	R1,500	R2,500
Not applying minimum standard required in landscape maintenance protocols	R1000	R2,000	Banned
Failure to comply with written / verbal instructions	R1000	R1,500	R2,500

Further annexures - available on request:

- Annexure B: Electrical Application
- Annexure C: The Occupational Health and Safety Specification for SALTA
- Annexure D: SALTA Environmental Management Plan
- Annexure E: Site Handover Checklist
- Annexure F: Contractor Acknowledgement