

BUILDER'S PROTOCOL & AGREEMENT



CONTRACTORS
(Principal Building Contractor, Sub-
Contractors, Nominated Sub-
Contractors, Landscapers, Service
Providers, Owner Builder & Owners)

Intaba Ridge Homeowners Association

(Non Profit Company) Registration
No. 2006/000604/08

AGREEMENT: CONTRACTOR'S PROTOCOL

This document must be completed and signed (in black ink) in respect of all work to be carried out on all phases of Intaba Ridge Estate.

1. PARTIES

1.1 INTABA RIDGE HOA ('IRHOA')

Registration No. 2008/016579/08

and

1.2

Principal Building Contractor, Sub-Contractor and Nominated Sub-Contractor - "The Contractor"

Company Registration Number _____

Workman's Compensation Number _____

National Home builders Registration Council Number and expiry date _____

(Please Note: a copy of the NHBRC Certificate must be attached PRINCIPAL CONTRACTOR ONLY)

Company Contact number: _____

Postal Address: _____

2. RECORDAL

The Contractor hereby acknowledges he/she has received a copy of this Contractor's Protocol in respect of all work to be carried out on all phases of the INTABA RIDGE GAME ESTATE and accepts the obligations in favour of the IRHOA, as set out in this agreement. He/she also acknowledges this agreement stands in respect of all present and future work carried out on all phases of the Estate. IRHOA reserves the right to amend this protocol from time to time. The Contractor will be advised of any such amendments.

The Contractor also hereby acknowledges that the IRHOA has the right to add to or remove any Contractor from the list of Contractors and to levy fines upon such Contractors.

Signed: _____ (Contractor)

Witness: _____ Date: _____

Signed: _____ (IRHOA)

Witness: _____ Date: _____

THIS PAGE TO BE RETAINED BY IRHOA

INTABA RIDGE HOMEOWNERS' ASSOCIATION (IRHOA) ACCREDITED CONTRACTOR PROTOCOL

Only Professional Building Contractors & Sub-Contractors registered with the National Home Builders Registration Council and/or the Master Builder's Association, with an acceptable track record will be considered as Contractors on INTABA RIDGE Game Estate. This list will be reviewed from time to time at the sole discretion of the IRHOA.

All applications to be accepted onto the Intaba Ridge Game Estate list of Contractors are to be submitted in accordance with the criteria as set out in Clause 32 of this Protocol.

Once registered, if the Contractor has not received a commission for any other building projects on the Estate, other than the current project, for a period of twelve months, the Contractor will be considered dormant, and be removed from the list of Contractors.

CONTRACTOR'S OBLIGATION AGREEMENT

1. INTRODUCTION

- 1.1. All Contractors working on any of the phases on the Intaba Ridge Estate 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 manner in which 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 Intaba Ridge Estate 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, stand owners and / or their contractors are most welcome to contact the Estate Manager's Office.
- 1.6. The rules and regulations governing building activity as set out in this

document are binding on all residents, stand owners NHBRC building contractors and sub-contractors. Furthermore, all residents and stand owners 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 owner being fined and legal action may also be instituted against those parties involved as well as the NHBRC builder and the Stand owner.
- 1.8. The IRHOA 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 stand owner or contractor or sub-contractor as a result thereof, or any claims for damages. The residents, stand owners, contractors and sub-contractors therefore undertake not to institute any claim against the IRHOA or the seller in this regard.
- 1.9. The IRHOA 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 IRHOA does

not constitute statutory approval in terms of any law. The IRHOA 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, as the client's Principal Agent, must give the Estate Manager 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 the Estate Manager, Owner/Principle Agent/Architect and Contractor before any site clearing can be done.
- 2.3. A signed copy of the Land Surveyor's Diagram is to be handed to the Estate Manager. The Land Surveyor's datum must be to mean sea level.
- 2.4. Only that portion of the footprint actually required for the purpose of building work and the driveway may be cleared of vegetation
- 2.5. Site hand over form to be completed by the principal agent or project manager and submitted to the Estate Manager, together with all required attachments 7 days prior to site handover.
- 2.6. A refundable damages deposit of R10, 000.00 shall be payable by the Contractor with respect to each and every freehold site as a damages deposit for the construction phase. In the event that 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 Contractor. Failure to pay this deposit prior to commencement of construction will result in the site not being handed over for commencement of construction.
- 2.7. After completion of all works, when an occupation certificate has been issued by the IRHOA the Homeowners Association will conduct an inspection of

the site. Subject to any remedial work that may arise, the deposit or that portion remaining will be refunded.

- 2.8. It is to be noted that the IRHOA and or any of its representatives shall be entitled to have access to the site for the full duration of the works.
- 2.9. Confirmation of electricity and Water deposits paid must be provided to the Estate Manager.

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 Architect/Principal Agent is to advise the IRHOA Management once the following list of criteria have been addressed (Clause 3.3.), whereafter, a site handover meeting will be scheduled and to be attended by the following:
 - The Architect and Principal Agent.
 - The Estate Manager.
 - The Principal Building Contractor.
 - The Principal Building Contractor's Site Foreman (In need).
 - The Owner (if available). If the Owner 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 to be discussed at the site handover:

The Principal Building Contractor

- 3.3.1. All the site corner beacons (pegs) to be exposed, identified, and flagged. A copy of the signed Land Surveyor's certificate to be handed to the Estate Manager. 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 Estate 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 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 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.

The Architect/Principle Agent

- 3.3.9. To be in possession of two sets of building plans, approved firstly by the IRHOA, and then by the Msunduzi Municipality. Both sets must be the same (no changes).
- 3.3.10. The Architect to submit to the IRHOA a copy of the Msunduzi 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 IRHOA records.
- 3.3.11. In the event of anticipated delays in obtaining the Municipal Approved Plans an "Early Commencement Letter" from the Town Planning Department must be provided to the Estate Manager 3 days prior to anticipated site handover.
- 3.3.12. To advise the Estate Manager of relevant contract documents and to confirm signature of contracting parties.
- 3.3.13. To agree with the Estate Manager 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 the Estate Manager for IRHOA records.

These photographs to include:.

All site boundaries including 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 the Estate Manager for approval and ensuring this board is installed in terms Clause 7.

5. SHADE CLOTH FENCING

- 5.1 Once the areas to be screened off have been established on site, and verified by the Estate Manager, it must be screened off with builders cladding shade cloth with a 80% light transmission, a minimum of 1,8 metres high (maximum 2.0 metres high) (no equivalents allowed) with one off 4,0 metre wide entrance gate in a position agreed to at the site handover.
- 5.2 The shade cloth is to be supported by a bonnox type fence, itself supported by wooden poles spaced at maximum 2,4 metre intervals. 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 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 unauthorised access to the site.
- 5.4 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.
- 5.5 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 the Estate Manager 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.
- 5.6 IRHOA/Estate Manager will carry out regular inspections on each site to ensure clause 5.0 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 14 working days from the date of the site handover date, and shall be completed within 12 months from the date of the site handover, save with the written consent for an extended building period from the IRHOA and the Msunduzi 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 IRHOA'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 14 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 IRHOA as described in Clauses 7.4 to 7.9.
- 7.3. The notice board will accommodate the Development Proposal; Street Address; Lot Number; Owner'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 IRHOA.
- 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/principle agent must submit a copy of the proposed Professionals Notice board to the Estate Manager for approval at least 5 working days prior to the site handover date.

7.6. On approval by the Estate Manager, the Architect or the Principal Building Contractor will issue the Sign Writer the relevant IRHOA 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 the Estate Environmental Management Plan and the Msunduzi 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 Estate 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 No vegetation of any description is to be removed, cut back, or pruned, without the written consent of the Estate Manager.

9.2 Contractors are to take all the necessary precautions to prevent the introduction of any alien species to the Estate.

9.3 Contractors to exercise extreme care in the storage, handling and transportation of any materials which could be detrimental to the natural environment.

9.4 All cut banks must be vegetated with grass (*Cynodon sp*) immediately on completion of the earthworks.

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 Estate Manager, or the Landscape Consultant, so as to ensure erosion is avoided. Sand bags 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 Environmentalist's recommendations.

10.2 Due to the presence of sub-soils consisting of primarily windblown sand and coupled with strong winds both from the east and the south west 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 the IRHOA which cause excessive dust will be required to mitigate this problem failing such the IRHOA will stop all works until the situation is remedied to the satisfaction of the IRHOA.

- 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 IRHOA 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 IRHOA 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 supplier's instructions.

WORK HOURS

- 11.1 Unless otherwise approved by the IRHOA, construction work shall be strictly limited to the time between 07h00 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 persons name and number must appear on the Professional Notice Board.
- 11.4 Overtime work may be requested up until 21H00 latest. Contractor to advise estate manager latest midday on the day, for an additional security guard to be arranged. The contractor is to collect the guard from IR Security at 5pm and

drop him back at IR Security office, once works are completed. The cost of this additional security guard, will be invoiced to the contractor. Should ANY works continue after 21H00, a fine of R5000 will be imposed.

12 SECURITY

- 12.1 All Contractors are to comply with all Security Regulations and Protocols as prescribed in the Security 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 Security Management.
- 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 prior to access to the site being granted.
- 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 the IRHOA. All such contractors will be required to have their original ID at all times and be in possession of their access cards. A fee decided by the IRHOA /Estate Manager will be charged for the access cards.
- 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 IRHOA rules 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 cards and the issue of a fine.

13 BEHAVIOUR

- 13.1 The Contractor is responsible for the conduct of all their staff, labourers, suppliers, and service providers entering the Intaba Ridge Estate.
- 13.2 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. The Estate Manager, and Security Officer, shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.
- 13.3 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.
- 13.4 In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles, i.e. no pedestrian traffic.
- 13.5 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 the IRHOA is given.
- 13.6 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 Intaba Ridge Estate premises.

Please Note: Casual labour is only permitted on site for a maximum of 5 working days; thereafter they must be registered as employees of the Contractor.

14 SUPERVISION

- 14.1 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 IRHOA management, and will be deemed to be the Principal Contractor's representative in their absence.

- 14.2 All accidents, break-ins, theft, or dangerous situations must be reported to Estate Manager immediately.
- 14.3 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.

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

- 15.1 The Contractor shall ensure that all vehicles use the roads with due care and consideration for passenger and pedestrian safety.
- 15.2 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.
- 15.3 Care shall be taken when transporting materials to the site that the Estate speed restriction of 40 kph on all roads strictly adhered to.
- 15.4 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.
- 15.5 A monthly security levy will be payable by the Principal Building Contractor from the date of the site being handed over until the date of completion of the project and clearance certificate issued by the Estate Manager. Refer to Clause

15.6 If the Principal Building Contractor requires additional security for a specific site, this must be arranged with the Estate contracted security company via the Estate Manager. The costs of such additional security will be borne by the Principal Building Contractor.

15.7 The Contractor indemnifies the Intaba Ridge Homeowners' Association and its employees or representatives against any claims for loss or damage, which may occur on the Estate during the course of any work being carried out.

15.8 No vehicles may enter the Estate carrying in excess of **5m³ concrete**.

15.9 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.

15.10 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 main gate designated by the IRHOA 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.

15.11 See attached weight restrictions ANNEXURE D.

16 PARKING

16.1 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

17 STORING OF CONSTRUCTION MATERIALS

17.1 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 metres in height.

17.2 All materials and equipment must be stored in safe manner in terms with the Occupational Health and Safety Act.

17.3 No materials or equipment may be placed or stored outside of the building site, on the verge, or on adjacent sites at any time.

18 TOILET AND ABLUTION FACILITIES

18.1 The Principal Building Contractor must provide adequate temporary portable toilet facilities, either waterborne (flushing) connected to the main sewer, or chemical type. 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.

18.2 The toilets must be adequately screened off with green 80% factor shade cloth as described in Clause 5 of this Protocol.

18.3 Toilets are to be provided at a rate of not less than one toilet for every 15 (or part thereof) personnel on site.

18.4 The IRHOA 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 sufficient facilities have been provided.

18.5 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.

18.6 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.

18.7 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 hazards at any time.

19 FINAL CLEAN UP AND COMPLETION

19.1 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.

19.2 Under no circumstances may builder's rubble be disposed of on site under ground. All rubble must be removed from site to the Municipal Bulk Waste site.

19.3 The Estate Manager will, on completion of the work on site, as part of the approval of the as-built plans by the IRHOA, carry out an inspection of the works inclusive of the verges and services.

19.4 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 Intaba Ridge Estate

standards and quality, then, in the interest of the Estate and the Homeowners, the Contractor will not be permitted to do any further work on the Estate.

20 INSURANCE

20.1 Owners are required to provide Contractors Insurance through the Intaba Ridge Group Scheme.

20.2 Confirmation of this must be presented at the site hand-over inspection (or before).

21 EXTERIOR COATINGS

21.1 The Contractor acknowledges the requirements to comply fully and strictly with the IRHOA 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 IRHOA insisting on the exterior coatings being re-applied at the Contractor's expense.

22 NEIGHBOURING PROPERTIES

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

22.2 No work will be permitted beyond the demarcated wetland area boundaries.

23 APPROVED PLAN/SITE HANDOVER

23.1 No work may commence on site prior to the official site handover and written permission from the IRHOA Estate Manager.

23.2 Construction may only commence on production of building plans approved by the IRHOA and Msunduzi Municipality. (The presentation of these plans must be made at least 3 working days prior to the

site handover date).
23.3 Early commencement of building will only be granted on receipt of an early

commencement certificate issued by the Msunduzi Municipality.

24 DEVIATION FROM APPROVED PLANS

24.1 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 Estate Manager to proceed with the deviation.

24.2 All proposed deviations must be submitted by the Architect to IRHOA Architectural Review Committee and, if necessary, the Msunduzi Municipality for approval prior to any deviations commencing on site.

24.3 The Architect or the Principal Building Contractor must send all deviations from approved plans through to DRC (design review council), for approval prior to commencing with this on site.

25 BREACH

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

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

25.1.2 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.

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

25.1.4 Issue a written warning.

25.1.5 Imposition of a fine as indicated in the Penalty Protocol, or as decided by the IRHOA.

25.1.6 Banning the Contractor from the Estate for a certain period of time.

25.1.7 Permanent banning from the

Estate and removal from the Accredited Contractors List.

26 ENVIRONMENTAL MANAGEMENT PLAN

26.1 All Contractors will comply with the provisions of the Intaba Ridge Estate Environmental Plan and the site specific Environmental Management Plan (E.M.P.), as amended from time to time. Copies of these are available from the IRHOA office and the Architect.

26.2 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 IRHOA and DEAET - Department of Economic Affairs Environment and Tourism.

27 GENERAL

27.1 Only Contractors registered with the Master Builders Association and/or 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 IRHOA and Architectural Review Committee.

27.2 The IRHOA reserves the right to refuse any contractor's application to be accredited.

27.3 All applications to be accepted onto the Intaba Ridge Estate accredited list of Contractors must be submitted in accordance with the criteria as set out at Clause 32 below

27.4 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 twelve months, the Contractor will be considered dormant, and removed from the list of accredited Building Contractors permanently.

under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

28 MAINTENANCE AND DAMAGE LEVY

28.1 All Building Contractors and Owner/Builders will pay a non-interest bearing refundable damage deposit of R10,000.00 for each and every site. The deposits will be retained for the duration of the construction period of the site until date of the Completion Certificate issued by the Estate Manager.

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

29 SECURITY LEVY

29.1 A monthly security levy is payable to the IRHOA for security, to cover access control, manpower, administration, patrolling, and site checking costs.

29.2 The levy is payable from the date of the site handover and will continue through to the date the completion certificate is issued by the Estate Manager.

29.3 The security levy is payable monthly in advance. (The IRHOA reserves the right to amend this levy on one month's notice)

29.4 Contractors/Sub-contractors/ Suppliers will only be given access to the site through prior arrangement, by the Principle Contractor with the Estate's Security management.

30 NON-WAIVER

30.1 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.

31 VARIATION

31.1 No agreement varying, adding to, deleting from or canceling this agreement, and no waiver of any right

32 CRITERIA FOR ACCEPTANCE ONTO THE ACCREDITED LIST BUILDING CONTRACTORS & OWNER/ BUILDERS FOR ANY PERSON TO BUILD ANY STRUCTURE ON THE ESTATE, THEY MUST SUBMIT THE FOLLOWING DOCUMENTATION AND OBTAIN THE APPROVAL OF THE INTABA RIDGE HOMEOWNERS' ASSOCIATION.

They must;

32.1 In the case of a professional building contractor, be registered with the Master Builders Association and/or National Home Builders Registration Council. (Copies of current MBA and/or NHBC registrations required)

32.2 In the case of an Owner/Builder be registered with the National Home Builders Registration Council. (Copy of the NHBC registration required);

32.3 Be registration with Workman's Compensation. (Copy of current registration number and details required);

32.4 Have a minimum of R 1,000,000.00 Public Liability Insurance cover. (Copy of insurance details and cover required);

32.5 Provide a detailed CV or Company Profile together with references;

32.6 In the case of a professional building contractor, if a registered business, proof of registration required.

Please note that:

32.7 If an Owner/Builder, then only one residential dwelling may be constructed, following which a separate application must be submitted to the IRHOA to be considered for placement on the accredited list of building contractors to construct any further residential dwellings. The Owner/Builder accreditation will be subject to the compliance with all the Building Contractor's Protocols and Estate Rules.

32.8 All Building Contractors and Owner/Builders must employ the services of an accredited Architect on the IRHOA list of accredited Panel and Non-Panel Architects.

32.9 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 twelve 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.

32.10 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

32.11 On completion of each project the finishing standard and quality of the structure will be assessed, and should the Owner/Builder or Contractor's work not be acceptable in respect of Intaba Ridge Estate standards and quality, then in the interest of the Estate and the Home Owners, the Owner/Builder or Contractor will not be permitted to do any further construction on the Estate.

33 HEALTH & SAFETY

IT IS IMPERATIVE THAT ALL CONTRACTORS WORK IN ACCORDANCE WITH AND COMPLY WITH THE LATEST OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS.

33.1 Prior to the commencement of construction work, Contractors must furnish the Estate Manager with details of intended site establishment areas, material and plant storage, signage specifications and a copy of the health and safety plan.

33.2 Contractors must be aware that all work performed by their respective companies is governed by the Occupational Health and Safety Act 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.

33.3 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.

33.4 All accidents and incidents must be reported to the Estate Manager within 24 hours of such incident or accident occurring. The Estate Manager or the appointed Health and Safety Consultant may, at his or her discretion, request a full written report of such incidents. The IRHOA will not be held liable in anyway for any accidents that occur on the Estate to Contractors, Sub Contractors or their employees.

33.5 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.

34 SERVICES

WATER

34.1 Water meters must be approved by the Estate Manager. The water meter is to be installed by the Contractors' registered plumber under supervision of the Estate Manager.

ELECTRICITY

34.2 Electricity connection services must be applied for at the outset of the contract. **Only 3-phase power is available. Electrician to connect 3 phase power from beginning of project.**

The correct procedure for applying for a connection is as follows:-

34.3 the application must be made on behalf of the Owner/Consumer by an Electrical Contractor to the estate manager. The meter fee and a deposit of R 2500.00 must be paid to the IRHOA.

SEWERAGE

34.4 All septic tanks and French-drains must be designed by a professional

engineer. On site hand-over the contractor is to request the amount of suitable material, if required, as per the geotech report. The estate manager will confirm the position of the stockpile and must oversee collection.

NO ADDITIONAL MATERIAL MAY BE COLLECTED.

RELOCATION OF SERVICES ON SITE VERGE

34.11 Should any services on your site verge require relocation then written authority needs to be obtained from the IRHOA through the Estate Manager.

WASTE DISPOSAL ON SITE

34.12 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 sufficient 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 (every Friday). No burial or burning of any material is permitted on site. The Homeowners' Association 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 INTABA RIDGE ESTATE

BREACH

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

- Give written notification to the 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 the Intaba Ridge Homeowners' Association Board of Directors
- Banning the Contractor, Service Provider, Sub-Contractor, or employee from the Estate for a certain period of time
- Permanent banning from the Estate and removal from the specific Accredited List

GUIDELINE OF FINES

OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration	R100	Up to; R500	Up to; R1 000
Non-compliance	R250	R2 000	R 5000
Blatant disregard of rules or of legitimate instructions	R1 000	R5 000	R10 000

The Estate Manager is the sole authority in the issuing of fines.

1. All individual fines to be paid within 7 working days of notification, failing which the access may be suspended until the fine is paid. All accredited company fines will be added to that Company's account payable to IRHOA.
2. Where any costs are incurred to effect repairs due to the above offences, the Contractor or person who caused the damage will be invoiced for such repairs. Failure to pay the fine or for the repairs within the period specified by the IRHOA management will result in access to the Estate being suspended until such payment is received.
3. The IRHOA reserves the right to revise the guideline of fines from time to time without notice.

PERMANENT GARDEN FENCE PROTOCOL

POLICY ON THE ERECTION OF FENCES ON THE ESTATE

Fences must be included in the Architectural Submission process for approval by the Architectural Review Committee (ARC)

- A maximum of 50% of the property may be fenced – including the area of the house
- Tanalith posts, gum poles may be used
- Posts to be a minimum diameter 100mm
- Weld mesh 50/100 vertically attached
- Fence height maximum of 1.5m
- 1.2m fence to have 3 horizontal strains
- 1.5m fence to have 5 horizontal strains
- Creosote poles will not be allowed
- Hedge to be planted both sides. Hedge must be fully grown within 1 year (see planting species options for fast growing hedge species). If the hedge is not grown the IRHOA reserves its rights to insist that the owner remove the fence.
- Where possible, road boundaries are not to be fenced. Where this is the only option it may be fenced on application to the IRHOA, which must be done prior to approval of the plans by the Architectural Review Committee.
- The fence to be ON THE BUILDING LINES and planted on both sides.

BLIND PROTOCOL

Policy on the External use of Blinds on the Estate

- Natural material only may be used, i.e. wood, grass, cane etc
- No plastic, PVC or artificial materials will be allowed
- Blinds are to be rolled up with no side guides
- There may be no opening or window in the blinds
- The blinds are to be mounted in the recess between columns
- It is preferable to keep blinds rolled up



Intaba Ridge: Weight Restrictions from 1st March 2016

1. Concrete trucks carrying 5 cubes **concrete(maximum) are allowed**
2. **Rollers** that are brought in can be transported by a truck between 15000 GVM- 22000 GVM, but must be deposited/ offloaded within the site boundary.
3. **Pump trucks** are allowed but stilts must have wood blocks under feet to protect the road etc.
4. **Empty Containers** can be brought in with a truck that is above the 15000 GVM limit but not more than 22000 GVM.
5. **Truss truck** allowed with associated trailer
6. No **trailers** of any description allowed- unless pulled by a vehicle of 10 000 GVM or less
7. **Furniture removal trucks** limited to 15000 GVM or less.
8. **Borehole trucks** and associated equipment are allowed (subject to review)
9. **Bricks** trucks will have to deposit their trailer/pallets outside the estate and enter the Estate with a maximum of 3 or 6 pallets of bricks at a time.
10. **3 pallets of bricks** on a max 22000/25000 GVM truck with a single axle permissible
6 pallets of bricks "" "" "" "" with a double axle permissible
11. Max 2 pallets of **cement** per 15000(or smaller) GVM truck
Max 3 pallets **bricks** per 15000 GVM truck
12. **Soil:** 5 cubes/15000 GVM truck max ,the quantities of soil being loaded within the Estate premise will be spot checked and if found to be more than 5 cubes the owner will be liable to pay a R5000.00 fine .
Stone: 4 cubes /15000 GVM truck max
13. Pallets of **tiles/cobbles** will go as per paper work that the driver must have, again 4 tons max, max 15 000 GVM truck.
14. **Loose items** of irregular (rocks) size or not, must be accompanied by paperwork issued by Weigh Bridge, 4 tons max, 15000 GVM truck max.
15. **Decking lintels, Pre stressed beams**, 4 tons maximum load on a truck 15 000 GVM or less.
16. **Trucks will be turned away**
 - if load size exceeds the limit set, this includes the loads on trailers behind 10 000 GVM trucks
 - if the weight of the load is indeterminable but obviously substantial
 - if the truck is over the GVM limit in the specific instances set out above
 - the paperwork does not agree with the load contents or paper work absent
 - if the truck appears un- roadworthy
 - if the driver is showing signs of incompetence/drunkenness or any other dangerous behaviour.
17. A spot fine of R100.00 will be issued for speeding (40 km speed limit).
18. When a fine has been issued it must be paid in cash to Estate Manager on same day. Failing this all associated vehicles (belonging to that firm) will not gain entry to the Estate, until the fine is paid in full.
19. Damage to the gates and or any other fixtures will result in the cost resting squarely on the shoulders of the Transport Company/ owner. Payment must be made the following morning 8:30 am.