



MOUNT VERNON
Residential Estate

**BUILDING CONTRACTOR'S
CODE OF CONDUCT AGREEMENT**

ERF NUMBER:

BUILDING CONTRACTOR:

OWNER:

ARCHITECT:

BUILDING CONTRACTOR'S CODE OF CONDUCT AGREEMENT

1. PARTIES

1.1 The parties to this Agreement are:

- 1.1.1 The Mount Vernon Residential Estate Homeowners Association (HOA).
- 1.1.2 The person / entity recorded as the Owner in clause 3 hereof.
- 1.1.3 The person / entity recorded as the Building Contractor in clause 3 hereof.
- 1.1.4 The person / entity recorded as the Architect in clause 3 hereof.

1.2 The parties agree as set out below.

2. INTERPRETATION

2.1 The clause headings are for convenience and shall be disregarded in construing this Agreement.

2.2 Unless the context clearly indicates a contrary intention:

- 2.2.1 The singular shall include the plural and vice versa; and
- 2.2.2 A reference to any one gender shall include the other genders: and
- 2.2.3 A reference to natural persons includes legal persons and vice versa.

2.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.

2.4 When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.5 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

2.6 If any provision of this Agreement is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.

2.7 If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations on any of the parties hereto then, notwithstanding that it is only in the definition clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement

3. DEFINITIONS

In this Agreement, unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

- 3.1 **“Agreement”** means this Agreement with the annexures hereto.
- 3.2 **“Architect”** means the person appointed by the OWNER as his architect and includes his partners, directors or associates.
- 3.3 **“Building Contractor”** means its employees and /or sub-contractors and for the purpose of any claim against the Building Contractor in terms hereof, will include liability for any act or omission by any employee of the Building Contractor and/or its sub- contractor and/or any person acting upon instructions of the Building Contractor in connection with the work to be undertaken by the Building Contractor, inclusive of persons effecting delivery of materials to the building Site. It is the responsibility of the Building Contractor to inform the above mentioned” persons” of the contents and responsibilities regarding the code of conduct as prescribed by Developer / HOA.
- 3.4 **“Design Manual”** means the Architectural Design Manual and terms and conditions to control all aspects of the Architectural and Aesthetic design of all Erven, as amended from time to time in terms of the Constitution or as required by the Local Authority or the Developer during the Development Period which document is available to all Parties on the Estate website www.mtvernonestate.co.za. All Parties by their signatures hereto acknowledge being fully conversant with all provisions thereof.
- 3.5 **“Developer”** Mt Vernon Developments (Proprietary) Limited (Registration No 2021/894974/07), a duly registered South African private company or its assigns.
- 3.6 **“Developer’s Architect”** means an Architect as nominated and appointed by the Developer from time to time.
- 3.7 **“EMP”** means the Environmental Management Plan as prepared by Johan Neethling Environmental Services cc and adopted by the HOA with the aim to minimise potential adverse environmental impacts and maximise potential beneficial impacts of the project. The EMP document is available to all Parties on the Estate website www.mtvernonestate.co.za. All Parties by their signatures hereto acknowledge being fully conversant with all provisions thereof.
- 3.8 **“Erf”** means certain immovable property being the Erf as described on page one of this agreement situate within the Estate upon which the Owner and the Building Contractor propose to construct improvements.
- 3.9 **“Estate”** means the residential estate known as Mount Vernon Residential Estate, as situated and constructed and developed on a portion of the Parent Property, but excluding Erf 4520 and Erf 4521 Klapmuts
- 3.8 **“HOA”** means the Mount Vernon Residential Estate Home Owners Association.
- 3.9 **“Improvements”** mean any structure of whatever nature to be erected or constructed on the Erf.
- 3.10 **“Landscape Guidelines”** mean the Landscape Guidelines adopted by the HOA to control the landscaping on erven within the Estate.
- 3.11 **“Local Authority”** means Stellenbosch Municipality.
- 3.12 **“Owner”** means the registered Title Deed holder as per the Deeds Office.
- 3.13 **“Penalties and Tariffs”** means the penalties and tariffs as adopted by the HOA from time to time.

- 3.14 **“Parent Property”** means Erf 4152 Klapmuts, in the Municipality of Stellenbosch, Division Paarl, Province of the Western Cape, as depicted on diagram S.G. No.256/2021
- 3.15 **“Site”** means the Erf upon which the Owner and the Building Contractor carry out the improvements.

4. **RECORDAL**

- 4.1 The Owner desires to effect improvements to the Erf.
- 4.2 The Owner has appointed the Building Contractor to undertake the improvement on the Erf.
- 4.3 The Owner has appointed the Architect as his architect for the design and implementation of the improvements.
- 4.4 The Developer / HOA wish to ensure that the construction / erection of the improvements is undertaken so as to cause least possible damage to the infrastructure of the Estate and that, where such damage occurs, provision is made for reinstatement, and also to ensure that such construction / erection is undertaken with due consideration to environmental and other factors so as not to cause any inconvenience to owners within the Estate and generally to ensure that such work is undertaken in an orderly and harmonious manner, all of which the Owner, Building Contractor and Architect confirm to be in the interests of the Estate.
- 4.5 To attain the aforesaid objectives, the Owner and Building Contractor bind themselves jointly and severally in favour of the Developer and HOA for the fulfilment of the obligations contained herein and the Architect undertakes to use its best endeavours to monitor the provisions hereof and to forthwith report to the Developer / HOA any breach of any of such obligations.

5. **MONTHLY LEVY**

- 5.1 The Building Contractor shall, before commencing any work of whatever nature on the Erf, pay to and for the account of the HOA an amount per month to be determined by the HOA from time to time. (See Penalties and Tariffs Document), in respect of each Erf on which the Building Contractor is performing any construction within the Estate, which levy is payable monthly in advance, towards the HOA's costs of supervising and inspecting the construction work conducted by the Building Contractor and related activities, relative to the Building Contractor's obligation in terms of this Agreement.
- 5.2 The HOA is not required to account to the Building Contractor and/or the Owner as to how and when such levy is expended by the HOA.

6. **DAMAGE DEPOSIT**

- 6.1 The Building Contractor shall, before commencing any work of whatever nature on the Erf, pay to the HOA a deposit, for an amount to be determined by the HOA from time to time (See Penalties and Tariffs Document). The said deposit shall be a security deposit for damage of whatever nature that may be caused by the Building Contractor to the Estate or any portion thereof. The deposit shall not be placed in an interest-bearing account.
- 6.2 Any claim arising as contemplated in clause 6.1 shall not be limited to the amount of the said deposit and the HOA shall be entitled to recover from the Owner and/or Building Contractor, in addition to the deposit, the amount by which the reasonable costs of reinstatement resulting from such damage exceeds the said deposit.

- 6.3 The cost of any damage attributable to the Building Contractor shall, if so required at the election of the HOA, be quantified by civil engineers appointed by the HOA and the amount so determined shall be final and binding on the Owner and Building Contractor.
- 6.4 If the HOA alleges that the conduct of the Building Contractor, whether by way of commission or omission, is the cause of any damage to any portion of the Estate then the Owner and Building Contractor shall be deemed to be liable therefore unless they are able to prove to the contrary.
- 6.5 If the Owner / Building Contractor fails to dispute any claim made in terms of the foregoing within 10 (Ten) days of receiving notice thereof, they shall be liable for payment of the cost arising there from as determined by the civil engineer in terms of the foregoing.
- 6.6 In the event that a claim is disputed, the said dispute shall be referred to the Developer's Architect for resolution, which Architect shall act as an Expert and not an Arbitrator, and whose decision shall be final and binding upon the parties.
- 6.7 The HOA is irrevocably authorized and empowered to appropriate, the amount of any claim for which the Owner / Building Contractor is liable in terms of the foregoing, by way of a deduction against the said deposit where after the Building Contractor shall forthwith replace the amount so deducted so as to reinstate the full amount of the deposit. As per clause 6.2, the Owner / Building Contractor shall remain liable to the HOA for payment of the amount (if any) by which the claim exceeds the deposit.
- 6.8 Upon final completion (as defined in the JBCC Principal Building Agreement) of all work by the Building Contractor on the Erf and provided there is no claim pending against the Building Contractor in terms of the foregoing, the Building Contractor shall be entitled to receive from the HOA the full amount paid as deposit.
- 6.9 The HOA reserves the right to deduct any outstanding levies/charges or penalties from the Building Contractor's deposit.
- 6.10 If a claim is made against the Building Contractor pursuant to the provisions of this clause 6, the HOA shall, in addition to the rights aforementioned, be entitled to recover from the Building Contractor who shall be liable to the HOA for payment of all costs of any nature whatsoever incurred by the HOA, including but not being limited to fees paid to professionals and other service providers, as well as legal costs incurred on the scale as between attorney and own client.

7. ARCHITECTURAL DESIGN MANUAL

The Building Contractor undertakes that throughout the construction/erection of the improvements, he will not knowingly deviate from the provisions of the Guidelines or any further controls or instructions, which may be introduced, by the Developer and/or HOA. Wherever the provisions of the Design Manual and/or this Agreement are contradictory and/or in conflict with the building contract concluded or to be concluded between the Owner and the Building Contractor for the construction/erection of the improvements, then the provisions of the Design Manual and/or this Agreement (as the case may be) shall prevail.

Breach:

- > Work not complying will be ordered to be removed.
- > Work not removed within 2 weeks after instructed to be removed. All work on the said Erf to be stopped until compliant.

8. **NO DEVIATION**

The Owner / Building Contractor acknowledge that the Developer / HOA will, from time to time and at all times relevant, be entitled to enforce compliance with the Design Manual and any other instructions/regulations issued in terms thereof or in terms of the Constitution of HOA with regard to the construction/erection of the improvements.

The Building Contractor shall, in respect of the improvements, at all times work strictly in accordance with the provisions of the approved plans or approved variations thereof as submitted and approved in terms of the Design Manual and by the Local Authority and the Building Contractor shall in no way deviate there from.

9. **AVAILABILITY OF PLANS**

Prior to and during construction/erection of the improvement the Building Contractor shall ensure that a copy of the working drawings and plans in respect of the improvements as approved in terms of the Design Manual is on Site and available at all times to the Building Contractor's employees, as well as being available for inspection by the Developer / HOA during all working hours.

Breach:

- > Works to be stopped until plans are available on Site.

10. **BUILDING CONTRACTOR'S BOARDS**

10.1 A Building Contractors Board supplied by the estate and paid for by the owner will be the only form of signage allowed on a Site. (See fees and charges in Building Procedure & Tariffs Document)

10.2 The board shall be installed in a position determined by the estate building controller.

10.3 Under no circumstances will any additional signage be permitted relative to suppliers or sub-contractors.

10.4 It is recorded that the Developer or HOA shall be the sole arbiter of any dispute relative to the entire question of signage, the dimensions thereof, the information displayed thereon and material to be used in regard thereto.

Breach: (See Penalties and Tariffs Document)

- > Signboard not conforming to standard set by the DEVELOPER/HOA penalty
- > Signage not kept in acceptable standard, penalty per day of infringement

11. **ENVIRONMENTAL MANAGEMENT PLAN (EMP)**

The Owner / Building Contractor shall at all times comply with the provisions of the EMP.

Breach:

- > Works to be stopped until compliance with the EMP as determined by the Environmental Control Officer.

12. ACCESS CONTROL

- 12.1 The Building Contractor shall only use the designated access assigned by the Developer /HOA for purpose of its work and delivery of materials, equipment, and workers.
- 12.2 Where it is necessary to gain access across any paved roadway in the Estate, or to travel on any portion of a paved roadway in the Estate, vehicles are restricted to 6 (Six) cubic meters capacity and no articulated vehicles are allowed.
- 12.3 Access to the Estate is controlled by security personnel and the contractor must at all times adhere to the security rules and procedures. Personnel must be transported by vehicle to the relevant Sites and will not be allowed to walk from one area to another. The estate security will record all contractors/sub-contractors and employees' entrance/exit to the estate.
- 12.4 At no time may the Building Contractor prevent the security personnel from performing their duties and at no time may security personnel be threatened by the Building Contractor, its employees or sub-contractors.
- 12.5 The Developer and/or the HOA shall at any time be entitled to impose such controls with regard to access to the Estate and to introduce such security and other measures as it in its sole and absolute discretion may deem necessary, and in the event that the Developer is of the opinion that there has been non-compliance of such controls or measures by the Building Contractor, its employees or sub-contractors, the Developer / HOA shall be entitled to deny access to the Estate to such parties, in which event neither the Owner nor the Building Contractor shall have a claim against the Developer and/or the HOA arising there from. The Developer or the HOA is required to give notice to the Building Contractor of any access control measures implemented.

Breach: (See Penalties and Tariffs Document)

- > Employee of the Building Contractor or any sub-contractor not adhering to the access control – penalty.
- > Employee of the Building Contractor or its sub-contractors walking around on Site – penalty.
- > Threatening of any Security Personnel will be viewed as a serious breach – penalty and expulsion of the perpetrator from the Estate.

13. DELIVERIES

- 13.1 All delivery vehicles shall leave the Estate immediately once the delivery is complete.
- 13.2 Deliveries shall be affected only during the hours recorded in clause 17.
- 13.3 Any diesel, oil and/or paint spillage caused by any construction or delivery vehicle on any roadway or sidewalk shall immediately be cleaned by the Building Contractor.
- 13.4 The mixing of building materials must occur within the confines of the Erf. If any spillage of building material occurs on any roadway or sidewalk in the Estate the Building Contractor is responsible for ensuring that such spillage is immediately cleaned.
- 13.5 Concrete deliveries:
 - 13.5.1 The delivery of concrete has the potential of causing damage to the road surfacing and vegetation. It is therefore important that such deliveries be handled in a particular way. The following rules relate specifically to the concrete deliveries:
 - 13.5.1.1 It is the responsibility of the Building Contractor to inform the suppliers of concrete of the existing rules regarding concrete deliveries.

- 13.5.1.2 Building Contractors must ensure that suppliers of concrete are informed of the exact address where a delivery has to be made.
- 13.5.1.3 Any washing off of concrete delivery vehicles, if absolutely necessary, must take place within the confines of the building Site and spillage and runoff contained within the Site. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if it occurs.

Breach: (See Penalties and Tariffs Document)

- > Concrete deliverers who are not informed of the exact delivery address will be refused access to the Estate.
- > Drivers found contravening the code of conduct and existing regulations will be escorted off the estate and refused re-entry.
- > Any damage incurred by concrete trucks will result in a penalty payable by the Building Contractor - penalty.
- > The breaching of paragraph 13.5.1.3 will result in a penalty payable by the Building Contractor - penalty.

14. TRAFFIC CONTROLS

- 14.1 For security and safety reasons the speed limit on the Estate for all Building Contractors vehicles is 35 km/h.
- 14.2 No contractors, sub-contractors, employee and/or delivery vehicles entering the estate will be allowed to be overloaded with personnel or material. No personnel will be allowed to hang on to any moving vehicle or other equipment.
- 14.3 The contractor is responsible for all his employees, sub-contractors and delivery vehicles to ensure adherence to these rules.

Breach: (See Penalties and Tariffs Document)

- > Failure to adhere to the traffic rules will result in a written notification to the offender. All violations will be logged. Repeated offenders will be penalized and denied access to the Estate.
- > In addition penalty payable per offence.

15. ROADS AND ROAD VERGES

- 15.1 Contractors shall ensure that the road in front of their building Site is at all times swept clean in order to minimize damage and ensure longevity of the road surface.
- 15.2 Contractors shall ensure that the kerbs and paved verges in front of their building Sites are adequately protected from damage by the building operations.
- 15.3 Building material shall be stored on the Erf. Special permission may be obtained from the HOA, whom on behalf of the contractor will seek permission from the appropriate erf owner, to neatly store some material on the road verge directly in front and/or opposite the building Site.

Breach: (See Penalties and Tariffs Document)

- > Non-conformance with 15.1 & 15.2 - penalty payable (See Penalties and Tariffs Document).
- > Failure to store any material or other items on the Erf or any erf without the proper authorization - penalty payable (See Penalties and Tariffs Document).

16. CONTROL OF LABOUR

- 16.1 Throughout the construction/erection of the improvements, the Building Contractor is responsible for the discipline and control of his employees and/or sub-contractors and is responsible for any damage caused to any part of the Estate by any supplier of materials or any other person instructed by or employed by the Building Contractor and/or sub-contractors in respect of the work undertaken on the Erf.
- 16.2 If, when the construction/erection of the improvements occurs, there are existing dwellings on adjacent properties the Building Contractor shall make every endeavour to respect the privacy of the residents of such dwellings and generally to cause least inconvenience to such persons.
- 16.3 Night watchmen will not be allowed on the Erf during the construction / erection of the improvements.
- 16.4 Contractors are to ensure that sub-contractors, employees are confined to the Erf. At no time will they be allowed to leave the Erf during breaks, etc.
- 16.5 Vehicles are confined to the specific Erf where contractors are at work. Where no parking space is available, vehicles will be parked in such a way that it does not cause any obstacle to other road users. Vehicles will not be allowed to be parked on private open spaces.

17. BUILDING HOURS

- 17.1 No building activity shall be undertaken on Saturdays, Sundays, or public holidays.
- 17.2 Building activity on the Erf shall be confined to weekdays and only between 08h00 and 18h00 or otherwise as set out by the management committee in the Estate Rules.

Breach: (See Penalties and Tariffs Document):

- > Employees not leaving the estate within the times set, will be escorted off the Estate and the Building Contractor will pay a penalty - penalty.

18. BUILDING ACTIVITIES

- 18.1 Prior to any construction work taking place on Site, all missing erf pegs have to be re-instated and a land surveyor's certificate (confirming position of the pegs) must be handed to the HOA.
- 18.2 Excavation for foundations and/or walls adjoining roadways and/or sidewalks must be undertaken with caution and, in particular, the roadway/sidewalk must be protected and supported during excavations. Any damage caused to the roadway/sidewalk must be made good by the Building Contractor immediately once the damage becomes evident.
- 18.3 All refuse, litter, plastic bags, cement bags, packaging material etc must be collected daily and placed in bags and removed from the Estate regularly (at least once a week) or placed in waste bins with properly fitted lids supplied by the Building Contractor at the Building Contractor's cost. The Building Contractor shall generally ensure that the Erf is at all times kept neat and free of litter or other unsightly waste.
- 18.4 The Building Contractor shall ensure that all building rubble is removed on a weekly basis or as otherwise required by the Developer/HOA. Should the Building Contractor not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the costs thereof shall be claimed from the Building Contractor. The Building Contractor will be denied access to the Estate until such costs have been paid in full.

- 18.5 Excavation material/soil may not be dumped within the estate unless with express permission from the Developer and/or the HOA and as determined by the Developer and/or the HOA.
- 18.6 The Building Contractor will be expected to keep the appearance of his building Site neat and tidy at all times. Should the Building Contractor fail to keep the Erf in an acceptable state, the Developer and/or the HOA shall, without prejudice to its other rights, have the right to clean the Site the costs whereof shall be for the account of the Owner/Building Contractor.
- 18.7 Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the Estate or any surrounding area. The Building Contractor shall make arrangements for disposing of materials at a spoil site off the Estate.
- 18.8 Throughout the construction/erection of the improvements effective dust control measures must be implemented by the Building Contractor
- 18.9 All construction activities must be confined to within the Erf boundary where construction is taking place. This relates to location of staff, placing of storage bins etc.
- 18.10 Washing of vehicles and equipment will not be allowed on the Estate.
- 18.11 No fires will be allowed on any part of the Estate. Fire extinguishers are required to be on the Site at all times.

Breach: (See Penalties and Tariffs Document)

- > No waste bins on Site – penalty.
- > Waste bin not complying to regulations – penalty.
- > Overflowing waste bins – penalty.
- > Refuse dumped in Estate skip and/or other place within the estate – penalty.
- > Dumping building waste in estate skips – penalty.
- > Dumping excavation soil in a place other than the allocated area – penalty.
- > Erf not kept in an acceptable tidy state – penalty per day.

19. **OCCUPATIONAL HEALTH AND SAFETY ACT.**

The contractor shall comply in every respect with the Occupational Health & Safety Act, 1993 (Act 85 of 1993), as amended, together with such regulations promulgated there under. The contractor hereby indemnify the Developer and/or the HOA and each of the owners of the respective properties comprising the Mount Vernon Residential Estate against all and/or any claims which may be brought against the Developer and/or the HOA and/or each owner and/or which the Developer/and or the HOA and/or each owner may bring against the contractor of the owner undertaking the construction operations arising out of the presence of the contractor in connection with the construction activities from time to time on the Mount Vernon Residential Estate.

Breach:

- > Works to be stopped until compliance with Occupational Health & Safety Act

20. **SERVICES**

20.1 WATER

The Owner/Building Contractor must apply and pay for a water connection at least 10 working days before commencement of building work. (See Penalties and Tariffs) The estate will then install a water meter. Under no circumstances may the Building Contractor interfere with any water supply to the Estate.

20.2 SEWERS

- 20.2.1 A sewer connection point has been provided for the Erf into which the Building Contractor is required to connect the sewer system for the improvements.
- 20.2.2 The Building Contractor may not dispose of any building material, contaminated water or rubbish into the sewer system.

20.3 STORM WATER

The Building Contractor may not dispose of any building material, contaminated water or rubbish into the storm water system nor may the Building Contractor wash paint or cement based products into the storm water system or onto landscaped and paved areas.

20.4 ELECTRICITY

The Owner/Building Contractor must apply directly to the electrical supply authority, Eskom, for an electrical supply. The owner shall pay to and for the account of the Developer an electricity consumption deposit. (See Penalties and Tariffs Document).

Under no circumstances may the Building Contractor interfere with any electrical supply to the Estate.

Breach: (See Penalties and Tariffs Document)

- > The breaching of paragraphs 20.1; 20.2; 20.3 and 20.4 will result in a penalty been incurred.

21. **ABLUTION FACILITIES**

- 21.1 Prior to commencement of the construction/erection of the improvements and throughout the duration of the work, the Building Contractor shall provide a suitable and properly operational water borne or chemical toilet (green coloured) on the Erf and shall ensure that such facility is at all times maintained in a clean, hygienic and neat condition.
- 21.2 Any worker (employee of the Building Contractor/Sub-contractor/s or invitees) found relieving himself in any area other than the supplied toilet will, upon request by the Developer and/or the HOA be removed from the Estate by the Building Contractor and shall be barred from returning to the Estate.
- 21.3 It is the Building Contractor's responsibility to ensure that the latrine structure is maintained to a respectable and acceptable standard and is kept and maintained in a clean and hygienic condition.

Breach: (See Penalties and Tariffs Document)

- > Latrine facilities found not to conform with the clause 21 will result in a penalty.

22. **LANDSCAPING, TREES AND VEGETATION**

- 22.1 The Building Contractor shall ensure that the construction/erection of the improvements in no way causes damage to trees, vegetation or landscaping on the Estate and he shall take steps to protect such trees and vegetation, where necessary. Should the Building Contractor cause any such damage, the Building Contractor shall be liable for costs to remedy such damage.
- 22.2 The Building Contractor shall not be entitled to remove anything from the common areas, including but not limited to wood, stones, rocks, flora and fauna.

23. **NHBRC REQUIREMENTS AND PROCEDURE.**

The Owner/Building Contractor is responsible for registration with the NHBRC and compliance with all regulations in terms thereof.

24. **OCCUPATION OF A HOUSE**

24.1 No residential unit or section thereof on the Estate may be occupied prior to obtaining written consent by the HOA and confirmation that it is substantially complete and capable of final completion within 30 (thirty) days of the intended date of occupation. In order to obtain this approval the following minimum stipulations must have been adhered to.

24.1.1 All structures must have been completed in full accordance with the building plan approved by the HOA and the Local Authority.

24.1.2 The sewage line must be connected to the sewer point provided

24.1.3 A permanent electricity meter must be installed and the electrical installation must be certified.

24.1.4 A permanent water meter, obtained from the HOA must be installed.

24.1.5 All exterior work including walls, palisades, pergolas, boundary walls, driveways, water features and swimming pools must be completed according to the plan approved by the HOA and Local Authority.

24.1.6 All structures must be painted to the satisfaction of the HOA.

24.1.7 All rubble, litter and rubbish must have been removed from the Site.

24.1.8 The entire area of the Erf not covered by structures or driveways must be landscaped to the satisfaction of the HOA.

24.1.9 A certificate of occupation is to be provided by the local authority to the HOA, prior to the 30 day occupation.

24.2 Only when the above stipulations have been completed, is the Owner to contact the HOA, requesting the 30 day inspection.

24.3 On the 30 day inspection, the HOA will check to ensure that 24.1.1 to 24.1.9 above have been completed and shall;

24.3.1 place on record any items that would still need to be completed within the 30 (thirty) day period, if it is of the opinion that such work can be completed within 30 days, or

24.3.2 Should it be of the opinion that the outstanding items are unlikely to be completed within a 30 day period the HOA will deny occupation and the Owner/Building Contractor will be required to request an inspection as per 24.2 above.

24.3.3 The HOA's decision as to whether the outstanding items can or cannot be completed within a 30 day period shall be final and binding on the Parties.

24.4 Thirty days after the inspection, the HOA will meet for a final inspection with the Owner to determine whether the outstanding items has been completed to the HOA's satisfaction.

Only on satisfactory completion of 24.1.1 to 24.1.9 above will the HOA provide a completion certificate to the Owner and refund any deposit monies due.

24.5 Occupation may not for whatever reason take place without all of the above requirements having been complied with.

Breach: (See Penalties and Tariffs Document)

> Occupation shall be denied until such time as the completion certificate has been issued by the

HOA.

- > Should occupation be taken prior to the issue of the completion certificate the Owner will be liable for a penalty as determined by the HOA

25. **OWNERS UNDERTAKING.**

The Owner undertakes to co-operate fully with the Building Contractor, the Architect and the Developer/HOA to ensure that the spirit and intent of this Agreement is complied with. The Owner acknowledges that he has employed the Building Contractor and the Architect and is responsible to ensure compliance with this Agreement as well as the Design Manual and any rules made in terms thereof from time to time.

26. **DOMICILIUM / NOTICES**

26.1 The parties choose as their domicilia citandi et executandi for all-purpose under this Agreement, whether in respect of Court process, notices or other documents or communications of whatsoever nature, the following addresses:

24.1.1 Developer/HOA: Mt Vernon Developments (Pty) Ltd
 Address:
 86 Capricorn Drive
 Muizenberg
 7945

TEL: 082 454 0321
 EMAIL: colin@zevdevco.co.za

25.1.2 Owner: _____

Address: _____

TEL: _____

EMAIL: _____

25.1.2 Building Contractor: _____

Address: _____

TEL: _____

EMAIL: _____

25.1.3 Architect: _____

Address: _____

TEL: _____

EMAIL: _____

26.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give such notice by email.

25.2 Any notice to a party:

25.2.1 sent by prepaid registered post in a correctly addressed envelope to its domicilium citandi et executandi shall be deemed to have been received on the fourth day after posting (unless the contrary is proved).

25.2.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery.

25.2.3 sent by email during normal working hours to the email address specified herein for the addressee shall be deemed to have been received by the addressee 4 (Four) hours after the time of transmission or within 12 (Twelve) hours of transmission where it is transmitted outside business hours.

26.3 Any of the parties referred to in this clause 25 may, by notice in writing to the other parties, alter its address set out above to another address in the Republic of South Africa provided such other address may not be a post office box or post restante and provided that such alteration shall not be effective until 7 (Seven) days after it has been received.

26.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to such party notwithstanding that it was not sent to or delivered at the domicilium citandi et executandi.

27. BREACH

27.1 In the event of the Owner/Building Contractor (inclusive of its employees or sub- contractors) breaching any of the provisions of this Agreement then and in such event the Developer and/or the HOA shall be entitled to all or any of the following relief:

25.2.4 to deny the Building Contractor, its employees and/or sub-contractors access to the Estate.

25.2.5 to cancel this Agreement, in which event the Building Contractor shall not be entitled to continue construction on the Erf.

25.2.6 to hold the Owner/Building Contractor liable and to claim from them the cost of reinstatement of any damage caused by them within the Estate, as determined in terms hereof; and

25.2.7 to impose upon the Building Contractor any of the fines and penalties referred to hereinbefore and should the Building Contractor fail to pay such fines and penalties, to deny the Building Contractor, its employees and its sub-contractors access to the Erf and the Estate.

27.2 Should the Developer and/or the HOA take steps against the Owner/Building Contractor pursuant to a breach of this Agreement, the Developer or the HOA (as the case may be) shall, in addition to the rights aforementioned, be entitled to recover from the Owner/Building Contractor all the legal costs calculated as between attorney and own client.

27.3 In the event of the Developer and/or HOA exercising its rights in terms of this agreement, including the denial of access to the Building Contractor, its employees or sub- contractors to the Erf or the Estate, then any in such event the Owner, Building Contractor and its sub-contractors shall have no claim of any nature whatsoever against the Developer and HOA.

28. **INDULGENCES**

No extension of time or indulgence granted by the Developer and/or the HOA (as applicable) to the Building Contractor and/or the Owner shall be deemed in any way to affect, prejudice or derogate from the rights of the Developer or the HOA (as applicable) in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder or a notation of this Agreement.

29. **WHOLE AGREEMENT**

This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

THUS DONE AND SIGNED by the parties upon the dates and at the places specified below.

AS WITNESS:

1. _____

For the **HOA** who warrants that he is duly authorized hereto.

2. _____

Date _____

Place _____

AS WITNESS:

1. _____

For the **OWNER** who warrants that he is duly authorized hereto.

2. _____

Date _____

Place _____

AS WITNESS:

1. _____

For the **BUILDING CONTRACTOR** who warrants that he is duly authorized hereto.

2. _____

Date _____

Place _____



APPLICATION – WATER METER

ERF NR: _____ DATE: _____

METER NR: _____ METER READING: _____

NAME: _____

ADDRESS: _____

SIGNATURE: _____

(OWNER)

COLLECTED BY: _____

(NAME & SURNAME)

SIGNATURE: _____

CELL NR: _____ EMAIL ADDRESS: _____



NEIGHBOURS CONSENT

ERF NR: _____

DATE: _____

TO WHOM IT MAY CONCERN

I, _____, owner of Erf _____

Mount Vernon Residential Estate, do hereby grant permission to _____

owner of Erf _____ to store building material on my stand for the duration of the construction of his/her house subject to the following conditions:

- under no circumstances may concrete be mixed on my Erf;
- they shall remove any material within 2 (two) weeks' notice and at their own expense.
- they shall leave my Erf in a clean and neat condition when building construction has been completed and shall do so within 1 (one) week after completion.

Signed at _____ on the _____ of _____ 20____

SIGNATURE

ID Nr: _____

Contact Nr: _____



INFORMATION REQUIRED: BUILDING CONTRACTORS BOARD

Erf Number

Owner/Client

Owners Representative

Owners Representatives Contact Number

Architect

Building Contractor

Building Contractor Contact Number

NHBRC Reg



APPLICATION FOR REPAYMENT OF BUILDING CONTRACTORS DEPOSIT

DECLARATION BY OWNER

I _____ the undersigned herewith declare that:

1. Building activities have been completed in terms of the approved plan.
2. The requirements for occupation as per Clause 23 of the Building Contractors Code of Conduct have been complied with.

SIGNATURE

DATE

REPAYMENT OF DEPOSIT

Name and Surname _____
ID Number _____
Address _____

Tel _____
Email _____

Banking details:
Acc Name _____
Bank _____
Acc Nr _____
Branch Code _____
Type Acc _____

HOA

PARTICULARS OF DEPOSIT REPAYMENT

Deposit		
Held back		
Levies outstanding		
Balance paid		

SIGNATURE

DATE