

BUILDING CODE OF CONDUCT agreement (BCC)

1 PREAMBLE

The purpose of this agreement is to ensure that there is minimum disruption to the quality of life of those living on the ESTATE and yet allowing for the efficient and speedy construction by CONTRACTORS, without damage to the Estate and with minimal impact on the environment.

2 PARTIES

The parties to this agreement are:

2.1 The Westford Bridge Home Owner's Association NPC (WBHOA)

2.2 The Owner, whether this be an individual, partnership, company or Trust (OWNER)

The parties agree as set out below.

3 INTERPRETATION

3.1 The clause headings are for convenience and shall be disregarded in construing this agreement and unless the context clearly indicates a contrary intention:

3.2 The singular shall include the plural and vice versa, and

3.3 A reference to any one gender shall include the other genders, and

3.4 A reference to natural persons includes legal persons and vice versa.

4 DEFINITIONS

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

AGREEMENT	This Agreement with any annexure/s hereto.
ARCHITECT	The Architect commissioned by the OWNER
ARCHITECTURAL DESIGN MANUAL (ADM)	The Architectural Design Manual which is the definitive guide that dictates all elements relevant to the design of any house to be built on Westford Bridge. The OWNER by signature hereto, confirms procurement of the ADM and acknowledges that he/she has studied it and is fully conversant with all provisions thereof.
ARCHITECTURAL REVIEW COMMITTEE (ARC)	Sub-committee of the WBHOA, responsible for the scrutiny and approval of all plans for IMPROVEMENTS on the ESTATE
ACCESS CONTROL GUIDE	A guide detailing the procedures to follow to gain access or egress to and from the ESTATE
BUILDING CONTROL OFFICER (BCO)	A representative appointed by the WBHOA to monitor all building work within the ESTATE, including adherence to the conditions contained within this AGREEMENT.
BUILDING COMPLIANCE FEE	A fee to be paid by the OWNER towards the cost of the BCO
BUILDING DEPOSIT	An amount to be paid by the OWNER to the WBHOA and to be held by the WBHOA as collateral for any rehabilitation that is required due to damage caused to the ESTATE during the construction or erection of the IMPROVEMENTS or any outstanding FINES or penalty levies.
BUILDING RULES	The conditions that apply to the building process as defined within this agreement

CONTRACTOR	The building contractor appointed by the OWNER. Any claim against the OWNER in terms hereof includes liability for any act or omission by the CONTRACTOR, or any employee of the CONTRACTOR and/or sub-CONTRACTOR and/or employee of any sub-CONTRACTOR and/or any persons acting upon instructions received from the CONTRACTOR in connection with the work to be undertaken by the CONTRACTOR, including but not limited to suppliers or persons effecting delivery of materials.
ESTATE	Certain immovable property being approximately 58 erven and the common areas pertaining to such erven on a portion of portion 1 of farm 488 in the Division of Knysna.
ERF	Certain immovable property being the ERF, described as such in the SCHEDULE, upon which the OWNER and the CONTRACTOR propose to construct IMPROVEMENTS
FINES	Penalty levies incurred as a result of non-adherence to the conditions implied by this AGREEMENT. It is to be noted that the WBHOA board is reluctant to impose FINES, rather it expects the OWNER and CONTRACTOR to respect the rights of residents of the ESTATE by complying fully with this AGREEMENT, however, should relevant aspects of this AGREEMENT, as detailed herein, be transgressed, the WBHOA board will not hesitate to impose such FINES.
IMPROVEMENTS	Any structure of whatever nature to be erected or constructed on the ERF which shall include, but in no way be limited to, the initial construction/erection but also, alterations, renovations, additions, construction of retaining walls, paving, as well as excavation, landscaping or planting.
LOCAL AUTHORITY	The Municipality and Division of Knysna, Western Cape Province, or its successor-in-title.
OWNER	The party referred to in clause 1.2 hereof and recorded as such in the SCHEDULE, being the party that assumes full responsibility for the whole of the IMPROVEMENT project, ensuring the proper adherence to the conditions contained within this AGREEMENT and through whom all communication with the WBHOA shall be effected.
PLAN SCRUTINY FEE	An amount to be paid to the WBHOA for scrutinising the plans and specifications in relation to the criteria in the ARCHITECTURAL DESIGN MANUAL.
PROJECT ARCHITECT (PA)	The project architect / architectural draughtsman for the ESTATE, responsible for scrutinising the proposed plans of all IMPROVEMENTS and advising the ARC on their full compliance with the ADM
SCHEDULE	Annexure hereto, headed "SCHEDULE"
SITE VISITS	Mandatory visits to the ERF during the construction/erection of IMPROVEMENTS
WESTFORD BRIDGE HOME OWNERS ASSOCIATION (WBHOA)	A Home Owners Association, applicable to the ESTATE, constituted in terms of Section 2 of the Companies Act, No. 71 of 2008 (Reg No. 1997/08995/08) in accordance with conditions imposed by the ESTATE.

5 RECORDAL

- 5.1 The OWNER has purchased the ERF in terms of an Agreement of Sale and has selected a CONTRACTOR as being his CONTRACTOR of choice for the construction/erection of IMPROVEMENTS.
- 5.2 The OWNER has applied to the WBHOA for approval of his selected CONTRACTOR, being a registered member of the NHBRC, and that such approval has been given.
- 5.3 The WBHOA wishes to ensure that the construction/erection of the IMPROVEMENTS is undertaken so as to cause least possible damage to the infrastructure of the ESTATE, including the flora and fauna, and that, where such damage occurs, provision is made for re-instatement as well as to ensure that such

construction/erection is undertaken with due consideration to environmental factors and so as not to inconvenience other owners in the ESTATE and to ensure that the quality of life for residents is not unduly compromised by the IMPROVEMENTS, and generally to ensure that such work is undertaken in an orderly and harmonious manner, all of which the OWNER and CONTRACTOR agree to be in the interests of the ESTATE.

- 5.4 The OWNER and CONTRACTOR acknowledge by their signatures hereto that the maximum building period is 12 (twelve) calendar months from date of starting construction/building on the ERF to final completion, including making good of any damage that may have been caused to the common areas. The OWNER acknowledges that he shall pay a penalty levy of R500 for each working day that the project exceeds the said twelve month period. No adjustments will be allowed for holidays, material shortages, rain-days, etc.
- 5.5 To attain the aforesaid objectives, the OWNER and CONTRACTOR bind themselves jointly and severally for the obligations contained herein
- 5.6 The OWNER and CONTRACTOR agree to allow Board and ARC members of the WBHOA and the BCO access to the ERF and IMPROVEMENTS prior to and during all building operations.
- 5.7 The OWNER confirms that the CONTRACTOR is fully covered by CONTRACTORS All Risk Insurance. The OWNER must provide proof of such liability insurance cover of a minimum of R2 million.
- 5.8 The OWNER confirms that the CONTRACTOR complies fully with any Health and Safety regulations applicable to the building operations on site.

6 OBLIGATIONS OF OWNER & CONTRACTOR PRIOR TO CONSTRUCTION

The CONTRACTOR will be denied access to the ESTATE until all provisions of this clause have been complied with.

6.1 INDUCTION MEETING

The OWNER, CONTRACTOR and BCO and any other relevant party as agreed between them, shall attend an Induction meeting to ensure that they fully understand all aspects of the AGREEMENT, with particular emphasis on matters pertaining to the behaviour and management of labourers, sub-CONTRACTORS and suppliers with regard to security of home owners and their property during the whole of the construction process.

6.2 PRELIMINARY

The OWNER and CONTRACTOR, together with the BCO, shall conduct a preliminary site meeting on the ERF where any questions can be addressed before any work begins.

- 6.2.1 A "search and rescue" operation of any valuable flora must be conducted by the OWNER under the direction of the WBHOA before any clearing can start on the ERF.

6.3 BUILDING DEPOSIT

The OWNER shall pay to the WBHOA a cash deposit in the amount of 2% of the value of the builder's contract subject to a minimum deposit of R 20 000 and a maximum deposit of R 50 000 which shall constitute a security deposit for damage of whatever nature, including but not limited to, damage to roads, kerbs, trees, vegetation, landscaping, private or public spaces, which may be caused by the CONTRACTOR, employees, sub-CONTRACTORS and suppliers, to any part of the ESTATE.

- 6.3.1 Any claim arising as contemplated in this clause is not limited to the amount of the deposit and the WBHOA shall be entitled to recover from the OWNER, in addition to the deposit, the amount by which the reasonable costs of reinstatement resulting from such damage exceeds the said deposit.
- 6.3.2 The cost of any excess damage referred to in sub-clause 6.3.1 above shall be quantified by the WBHOA and the amount so determined shall be final and binding on the OWNER.

- 6.3.3 If the WBHOA finds that the conduct of the CONTRACTOR, whether by way of commission or omission, to be the cause of damage to any portion of the ESTATE, the OWNER shall be presumed to be liable therefore.
- 6.3.4 Upon final completion of all work by the CONTRACTOR, as certified by the BCO, provided there is no claim pending against the OWNER in terms of the above, the OWNER shall be entitled to claim the refund of the deposit, or the balance thereof should any portion have been appropriated for payment of a claim.
- 6.3.5 Should a claim be made against the OWNER pursuant to the provisions of this clause 6.3.1, the WBHOA shall, in addition to the rights aforementioned, be entitled to recover from the OWNER any legal costs incurred on the scale as between attorney and own client. No interest is payable by the WBHOA on this deposit.

6.4 PLAN SCRUTINY FEE

The OWNER shall pay to the WBHOA a fee for scrutinising the plans and specifications of a new house for compliance with the ARCHITECTURAL DESIGN MANUAL. This payment must be made prior to the scrutiny taking place. Currently such fee is:

New House – R2,500 (excl. VAT). Re-submission of plans – R1,000 (excl. VAT)

Alterations/additions to an existing property – R1,000 (excl. VAT)

6.5 BUILDING COMPLIANCE FEE

The OWNER shall pay a fee of R9,500 per every six-month period at the beginning of that period, A pro-rata refund will be made if the occupation certificate is issued earlier.

6.6 APPROVAL OF BUILDING/CONSTRUCTION PLANS

The OWNER must submit a copy of the final plans and specifications to WBHOA for written approval, together with a signed BUILDING CODE OF CONDUCT agreement and proof of payment of the BUILDING DEPOSIT and BUILDING COMPLIANCE FEE prior to submission of plans to the LOCAL AUTHORITY.

- 6.6.1 The plans and specifications will only be approved if in the opinion of the ARC and WBHOA they comply with the WBHOA Architectural Design Manual.
- 6.6.2 Any changes to the final plans or specifications must be approved by the ARC , the WBHOA and the LOCAL AUTHORITY prior to implementation.
- 6.6.3 All construction/erection of IMPROVEMENTS on the ERF must be executed in accordance with the plans approved in terms of 6.6.1.

6.7 APPROVED BUILDING/CONSTRUCTION PLANS

Once the plans have been approved and signed/stamped by the LOCAL AUTHORITY a copy is to be handed to the WBHOA for record purposes. A further copy of approved plans is to be kept on site at all times.

- 6.7.1 The SCHEDULE annexed hereto is to be completed, stating i.a. a construction commencement date and an estimated construction completion date, to be signed by the OWNER.

7 CONTRACTOR'S OBLIGATIONS WHEN PREPARING THE SITE

The CONTRACTOR shall address or attend to the following matters when preparing for the construction/erection of any IMPROVEMENTS on the ERF

7.1 SCREENING OF SITE

The CONTRACTOR shall erect a shade-cloth screen on all boundaries that are visible from the road, any common area, or adjacent ERF. Such shade-cloth shall have no less than an 80% block-out factor and shall be either dark grey or dark green in colour and at least 1.8m in height at any point. It may be necessary to increase the height in certain areas to ensure full concealment of materials and/or construction work. Supporting posts must be securely anchored and no further than 3m apart, with wire or strong twine stretched between them at the top and bottom,

onto which the shade-cloth is to be mounted and pulled taut. A suitable arrangement must be made for temporary access for the transport of materials, however, at all other times such access point must remain closed. The CONTRACTOR shall be responsible for maintaining the shade-cloth screen in good and visually neat condition during the whole of the construction phase.

7.2 PROTECTION OF FLORA

The CONTRACTOR is to ensure that all flora outside of the BUILDING PLATFORM is protected from damage by any building/construction of the IMPROVEMENTS, which may require further screening or barricading, depending on the nature and position of the flora on the ERF.

7.3 TOPSOIL & SEEDLAYER

The CONTRACTOR is to ensure that the top-soil to a depth of 500mm is removed from any area to be excavated and stored on site for the purpose of rehabilitation of the ERF on completion of the IMPROVEMENTS.

8 CONTRACTOR'S OBLIGATIONS WHEN COMMENCING CONSTRUCTION

The CONTRACTOR shall address or attend to the following matters when commencing construction or erection of any IMPROVEMENTS on the ERF.

8.1 SITEWORKS

The use of explosives or heavy earth-moving machinery on the house sites or access roads is prohibited.

8.2 DUST CONTROL

It is specifically recorded that the ESTATE has been proclaimed a Private Nature Reserve, therefore every care must be taken to protect the vegetation from all forms of dust pollution.

8.3 EROSION CONTROL

The CONTRACTOR shall be responsible for providing and maintaining protection against wash away and erosion damage throughout the duration of the construction/erection and to take whatever protective measures deemed necessary by the WBHOA to provide for same.

8.4 PROTECTION OF ROADS AND VERGES – The CONTRACTOR must ensure that the road(s) and drainage gutters adjacent to the ERF is(are) at all times kept clean and free of debris, mud and sand etc.

8.5 SERVICES

8.5.1 WATER – The OWNER shall provide an approved water meter and shut-off valve on the ERF prior to construction. The cost of this installation will be to the OWNER'S account. This installation will be permanent.

8.5.2 ELECTRICITY – The WBHOA shall install a temporary supply point and meter on the ERF prior to construction. Prior to completion of construction the OWNER shall install an approved "Time Of Use" (TOU) electricity meter compatible with the TOU requirements of WBHOA

The electricity supply to the house will be a maximum of 60amp single-phase. It is recommended that a "CBI" electronic energy control unit be installed to the main distribution board by the OWNER'S electrical CONTRACTOR for the purposes of balancing the power supply.

8.5.3 SEWAGE – The WBHOA will point out the approximate location of the sewer connection and the OWNER'S plumber will be responsible for finding same. Connection into the Estate system is only permitted on completion of all building work on the site under the supervision of the BCO.

8.5.4 STORM-WATER – A site plan detailing storm-water drainage is required and must form part of the plans at submission stage.

8.5.5 TELEPHONE – A 25mm conduit from a suitable draw-box to the nearest Telkom post must be laid by the CONTRACTOR. This should contain either a draw wire.

8.6 ABLUTION FACILITIES

Prior to commencement of the construction/erection of the IMPROVEMENTS and throughout the duration of the work, the CONTRACTOR shall provide a suitable, properly operational chemical toilet on the ERF and shall ensure that such facilities are at all times maintained in a clean, hygienic and neat condition. The entrance(s) to all temporary toilets must be screened from view by a barrier of shade-cloth as per 7.1 hereof.

8.7 STORAGE

8.7.1 SITE HUT / STORAGE SHED - A temporary site hut and a storage shed of neat appearance are allowed on the ERF. The CONTRACTOR may also make use of shipping containers for offices and stores. Such huts / sheds shall be contained within the boundaries of the ERF and shall not be placed on the road verges or any other area within the ESTATE.

8.7.2 OTHER MATERIAL STORAGE - No materials of any nature shall be stored on the ESTATE other than within the boundaries of the ERF and shall be screened from view as per clause 6.1 hereof. The CONTRACTOR is to ensure that suitable provision is made for the storing of bricks, cement and sand on an area of the ERF that is pre-determined prior to the first delivery of same and that such area is properly screened from view. .

8.8 REFUSE

8.8.1 REFUSE CONTAINERS - The CONTRACTOR is to provide a suitable refuse bin with lid for litter on the ERF and such litter must be removed at least weekly, or before the bin is filled to capacity.

8.8.2 BUILDER'S RUBBLE – All builder's rubble must be removed from site at least weekly. A skip for builder's rubble and builder's rubbish must be provided on site, within the boundaries of the ERF. It must be replaced when full (not overflowing) and must be covered/screened by a net or shade cloth, suitably secured, after working hours.

8.8.3 DUMPING - Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the ESTATE, and the CONTRACTOR is required to make his own arrangements for disposing of materials at a spoil site off the ESTATE.

8.9 SIGNAGE

8.9.1 SIGNBOARD – Other than a "safety sign", only one signboard may be displayed on the ERF and it may not exceed 1,5 m² in size.

8.9.2 Such signboard is to be removed on completion of the building/construction of the IMPROVEMENTS.

8.10 SUPERVISION

The OWNER must appoint a Building Supervisor as his representative to take overall responsibility for the accurate and proper execution of the approved plans and adherence to the Westford Bridge rules applicable to the building operations who will sign as party to this Agreement. This may be the Design Architect, a Project Manager or the Senior CONTRACTOR partner

In addition the CONTRACTOR shall ensure that a competent "site manager/foreman" is on-site at all times during construction, who shall be responsible for ensuring that all operational conditions contained herein are complied with, including but not limited to, behaviour of employees, access control and receipt of deliveries, neatness of site, noise abatement and generally minimising negative impact of the building operations on the residents of the ESTATE. Such site manager/foreman shall operate as official representative of the CONTRACTOR in his absence from site.

8.11 CONCRETE & MORTAR

8.11.1 MIXING - No mixing of concrete or mortar is permitted anywhere other than within the boundaries of the ERF.

8.11.2 PRE-MIX DELIVERIES - All pre-mix concrete deliveries are to be properly scheduled and monitored so as to minimise impact on the environment.

8.11.3 PROTECTIVE COVERING - Protective covering, such as durable plastic sheeting, is to be placed on the road surface & verges where pre-mix concrete vehicles discharge their product, whether into wheelbarrows, or by conveyor belt, or by pump.

- 8.11.4 WASHING - No washing off of vehicles or equipment of any nature is permitted within the ESTATE.
- 8.11.5 CLEANING – All gutters, roadways and verges must immediately be cleaned of any spillage of concrete or cement.

8.12 DELIVERIES (General)

- 8.12.1 VEHICLES - All delivery vehicles must leave the ESTATE once the delivery is complete. No delivery vehicles may be parked unattended upon any paved roadway, verge, sidewalk or parking bay in the ESTATE.
- 8.12.2 TIME - Deliveries shall be effected only during the hours as specified in clause 7.13 below.
- 8.12.3 SPILLAGE - Any diesel or oil spillage caused by a construction or delivery vehicle on any paved roadway or sidewalk shall immediately be cleaned by the CONTRACTOR.

8.13 VEHICLE SIZES

- 8.13.1 PRE-MIX CONCRETE - No pre-mix concrete vehicle with a payload in excess of 5m³ is permitted on the ESTATE.
- 8.13.2 BRICKS - A maximum of 5 pallettes (2,500) bricks may be delivered in a single load
- 8.13.3 SAND & STONE - No more than 5m³ of sand or stone may be delivered in one load.
- 8.13.4 CONCRETE BLOCKS & PAVING - No delivery of concrete blocks or paving stones/tiles is to exceed 5 tonnes.
- 8.13.5 CEMENT - No more than 100 pockets of cement are to be delivered in one load.
- 8.13.6 TRAILERS - No delivery vehicle in excess of one tonne, towing a trailer, will be allowed on the ESTATE.

8.14 BUILDING HOURS

- 8.14.1 WEEK-ENDS and HOLIDAYS - No building activity whatsoever shall be undertaken on Saturdays, Sundays, Public Holidays or the annual Builder's Holiday.
- 8.14.2 TIMES - On all other days building activity is only permitted between the hours of 07:30 and 17:30.
- 8.14.3 DELIVERIES - No deliveries shall be undertaken outside of the building hours as recorded in 8.14.1 and 8.14.2 above.

Note: Where CONTRACTOR'S/SUB-CONTRACTOR'S employees are found on the ERF or ESTATE outside of permitted building hours, the WBHOA will have the right to escort the CONTRACTOR'S/SUB-CONTRACTOR'S employees from the ESTATE and levy a penalty fine of no less than R500 on the OWNER.

9 MANDATORY SITE INSPECTIONS

The BCO is required to carry out certain mandatory site inspections as recorded below, in addition to any other inspections he or the WBHOA deem necessary from time to time. It is the responsibility of the CONTRACTOR to acquire all certificates and other documents of proof necessary for such inspections and to arrange with the BCO that such inspections take place, prior to progressing to the next step of erection/construction of the IMPROVEMENTS. The cost of obtaining all such documents and certificates are for the OWNER.

Any WBHOA board member, the Building Control Officer (BCO), the Project Architect (PA), the Land Surveyor (LS) or Contract Engineer (CE) shall have access to the site at all times to facilitate monitoring of building operations to ensure compliance with the approved plans, the Architectural Design Manual and Building Code of Conduct. The process will require a minimum of five site meetings as detailed below. Where relevant the owner (or his agent) is to provide the BCO with the certificates specified.

- .1 **First Site Meeting** (BCO, LS) Establish that the pegged house is as per the site plan of the formally approved working drawings with specific confirmation that it fits within the approved building platform, that the level of the ground floor peg is on the designated contour and that any proposed retaining walls are pegged in their approved position. Establish location of any service servitudes, if any. (Surveyor's certificate required) No

earthworks may be started until this is done. No earthworks allowed in any servitude area.

- 9.2 **Second Site Meeting** (BCO, LS, CE) Establish that the completed foundations of all buildings and any retaining walls are located as shown in the approved plans (Surveyor's certificate required), and that all foundations meet the specifications as defined by the Contract Engineer.(Certificate required)
- 9.3 **Third Site Meeting** (BCO, CE) Establish that the completed retaining walls meet the position and specifications as defined by the Contract Engineer. (Certificate required)
- 9.4 **Fourth Site Meeting** (BCO, LS, ARC member) Establish that the roof conforms to the maximum height restriction as laid down in this Architectural Design Manual (Surveyor's Certificate required). That the exterior wall and trim paint samples (as applied to sample sections) conform with the permissible paint colours as laid down in this Architectural Design Manual. (PA sign off required)
- 9.5 **Fifth Site Meeting** (BCO) Establish that the connection to the services are as per the plan and that compliant meters have been installed and are working. Connection to ESTATE sewer under supervision of the BCO only permitted when all building work, especially tiling, has been completed to prevent cement, grout etc entering the system. BCO and ARC to effect formal sign-off of the Project.

10 GENERAL

10.1 PRIVACY AND RIGHTS OF RESIDENTS

The CONTRACTOR, his employees, sub-CONTRACTORS or suppliers may not do or suffer to be done anything, which in the opinion of the WBHOA or the BCO is noisome, unsightly, injurious, objectionable, or detrimental, or a public or private nuisance, or a source of damage or disturbance to any OWNER, tenant or occupier of any ERF in the ESTATE.

Furthermore the CONTRACTOR shall ensure that all employees, including those of sub-CONTRACTORS, are transported by vehicle to and from the site and that they are contained within the boundaries of the ERF at all times and that they are identifiable by way of wearing a company uniform or vest (CONTRACTORS's and SUB-CONTRACTOR's employees). No employee shall be permitted to use any public space, road or walkway, other than the foreman when opening the gate for deliveries or sub-contractor access. A fine of no less than R1,000 per transgression will apply.

10.2 ACCESS CONTROL AND SECURITY

- 10.2.1 The WBHOA shall at any time be entitled to impose controls with regard to access to the ESTATE and to introduce such security arrangements as it considers to be necessary. The CONTRACTOR shall adhere to such access/security arrangements and if he fails to do so after receipt of written notice calling upon him to remedy his breach, the WBHOA shall, without prejudice to its further rights, be entitled to refuse the CONTRACTOR access to the ESTATE and the CONTRACTOR and OWNER shall have no claim against the WBHOA arising therefrom.
- 10.2.2 ACCESS PROCEDURE - The WBHOA shall provide the CONTRACTOR with details of the procedures necessary to gain access and egress to and from the ESTATE in the form of an ACCESS CONTROL GUIDE which forms an annexure to this AGREEMENT. The WBHOA reserves the right to add to or amend such procedures as it may deem necessary from time to time.
- 10.2.3 POINTS OF ENTRY - The CONTRACTOR and OWNER acknowledge that there is only one point of entry for vehicles and personnel to each of the two portions of the ESTATE being the motorised gates situated off the Phantom Pass road at the entrances to the North and South sections of the ESTATE. No other access to the ESTATE is permitted including, but not limited to, the entrance to the Phantom Forest Eco Reserve and Lodge, footpaths through the perimeter bush or fences surrounding the ESTATE or the fire-breaks in and around the ESTATE.
- 10.2.4 ELECTRONIC GATE CONTROLLERS (EGC's) - The OWNER shall provide the CONTRACTOR with one EGC prior to the commencement of the IMPROVEMENTS. The CONTRACTOR undertakes to exercise great care in the use of such EGC and not to permit anyone to enter the ESTATE other than his own personnel,

sub-CONTRACTOR's or suppliers and that such entry will be controlled at all times by the CONTRACTOR himself or the designated site foreman at the time of entry.

10.2.5 TELEPHONE ACCESS FACILITY - The CONTRACTOR shall provide a suitable mobile telephone for access purposes, which number is to be temporarily programmed into the gate computer system. Such mobile telephone shall be kept on the ERF at all times that building work takes place on the IMPROVEMENTS so as to enable authorised access to the ESTATE for the CONTRACTOR'S personnel, sub-CONTRACTORS and suppliers. The CONTRACTOR shall be denied access to the ESTATE until such telephone access facility has been effected.

10.2.6 SCHEDULED DELIVERIES - To avoid congestion at the entrance gates the CONTRACTOR is to ensure that all deliveries to the ERF are properly scheduled and anticipated by the CONTRACTOR or his site foreman.

10.3 SPEED

The CONTRACTOR acknowledges that the ESTATE is a residential area therefore no building vehicles shall exceed a speed of 20 kilometres per hour anywhere in the ESTATE. The CONTRACTOR shall ensure that he, his personnel and his sub-CONTRACTORS and suppliers shall adhere to such speed restriction.

10.4 FIRES

As the ESTATE is situated within a nature area **the lighting of fires of any kind on the ESTATE is strictly forbidden. Breach – The OWNER will incur a penalty levy of R5,000 (five thousand rand) per each transgression.**

Furthermore the OWNER will be held legally and financially liable for any damages caused by a breach of this particular clause.

11 DOMICILIUM / NOTICES

11.1 The parties choose as their domicilia citandi et executandi for all purposes under this AGREEMENT, whether in respect of Court process, notices or other documents or communications of whatsoever nature, the addresses as set out in the attached SCHEDULE.

11.2 Notices shall be deemed to have been delivered on the date of signed receipt of delivery, if delivered by hand, or on the 4th (fourth) day after the date of posting, if sent by pre-paid courier mail within South Africa, to the domicilium aforesaid, or, if successfully transmitted by facsimile or eMail, be deemed to have been received by the addressee on the first day after the day of dispatch.

12 TRANSGRESSION OF BUILDING RULES

12.1 Notwithstanding any aforementioned conditions of "breach" as stated within this agreement, should the OWNER, CONTRACTOR, or employees/sub-CONTRACTORS/suppliers of/to the OWNER or CONTRACTOR transgress any of the BUILDING RULES contained within this agreement, the WBHOA reserves the right to levy a penalty "fine" of not less than R500 per transgression.

13 BREACH

13.1 Without detracting from any rights which the WBHOA may have in terms of this AGREEMENT, the WBHOA shall be entitled to all or any of the following relief.

13.2 To deny the CONTRACTOR access to the ESTATE and impose a fine of not less than R1,000..

13.3 Appoint an independent CONTRACTOR to rectify the breach and recover the remedy cost from the OWNER with a handling fee of 25% of the cost.

13.4 To appoint an arbitrator in terms of clause 14 hereunder.

- 13.5 To cancel this AGREEMENT, in which event the CONTRACTOR shall not be entitled to continue construction on the ERF. The CONTRACTOR and OWNER shall have no claim against the WBHOA arising therefrom.
- 13.6 To hold the OWNER liable and to claim from him the cost of reinstatement of any damage caused as a result of effecting the IMPROVEMNETS within the ESTATE, as determined in terms hereof.
- 13.7 To impose penalty levies, as recorded in the relevant clauses herein. The WBHOA is irrevocably authorised to debit such amount to the OWNER'S account, and/or recover such amount from the BUILDING DEPOSIT as per clause 6.3 above.
- 13.8 Should the WBHOA take legal action against the OWNER pursuant to a breach of this AGREEMENT, the WBHOA shall, in addition to the rights aforementioned, be entitled to recover from the OWNER, who shall be liable to the WBHOA, for payment of all the WBHOA's legal costs incurred on the scale as between attorney and own client.
- 13.9 Should the OWNER/CONTRACTOR breach any clause repeatedly, the WBHOA will be entitled to escalate the relevant penalty levies by doubling the amount for each repeat offence.

14 ARBITRATION

- 14.1 Any dispute, question or difference arising at any time between parties to this AGREEMENT, may at the instance of the WBHOA be submitted to and decided by arbitration on notice given by the WBHOA to the other parties who are interested in the matter in question.
- 14.2 Arbitration shall be held in Knysna informally and otherwise in terms of the provisions of the Arbitration Act No. 42 of 1965 (as amended or replaced from time to time), it being intended that if possible it shall be held within 21 (twenty-one) business days after it has been demanded.
- 14.3 Save as otherwise specifically provided herein, the Arbitrator shall be, if the question in dispute is:
 - 14.3.1 primarily an accounting matter - an independent professional accountant;
 - 14.3.2 primarily a legal matter - a practising council or attorney of not less than 10 (ten) years' standing;
 - 14.3.3 any other matter - an independent and suitably qualified person as agreed upon between the parties to the dispute.
- 14.4 The Arbitrator shall make his award within 7 (seven) business days after completion of the arbitration and shall, in giving his award, have regard to the principals laid down in terms of this AGREEMENT. The Arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties as he, in his sole discretion, may deem fit.
- 14.5 The decision of the Arbitrator shall be final and binding and may be made an Order of the Cape Provincial Division of the High Court of South Africa upon the application of any party to the arbitration.

15 INDULGENCES

No extension of time or indulgence granted by the WBHOA to the CONTRACTOR and/or OWNER shall be deemed in any way to affect, prejudice, or derogate from the rights of the WBHOA in any respect under this AGREEMENT, nor shall it in any way be regarded as a waiver of any of it's rights hereunder or a novation of this AGREEMENT.

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

<p>For WESTFORD BRIDGE HOME OWNERS ASSOCIATION NPC:</p> <p>_____</p> <p style="text-align: center;">WBHOA</p> <p>Witness _____</p> <p>Witness: _____</p> <p>Signed at _____ on _____</p>	<p>For OWNER:</p> <p>_____</p> <p style="text-align: center;">OWNER</p> <p>Witness _____</p> <p>Witness: _____</p> <p>Signed at _____ on _____</p>	<p>For BUILDING SUPERVISOR:</p> <p>_____</p> <p style="text-align: center;">BUILDING SUPERVISOR</p> <p>Witness _____</p> <p>Witness: _____</p> <p>Signed at _____ on _____</p>
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SCHEDULE

OWNER

DOMICILIUM: _____

WESTFORD BRIDGE HOME OWNERS ASSOCIATION NPC

DOMICILIUM: c/o The Chairman, Westford Bridge NPC, Phantom Pass Road, Knysna
 Postal Address: PO Box 2474, Knysna, 6570 email: mywestford2020@gmail.com

ERF No.	
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Estimated Construction Start Date.	
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STAND No.	
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Estimated Construction Completion Date.	
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