

**ALOES LIFESTYLE ESTATE MANAGEMENT
ASSOCIATION
(NPC)**

**BUILDING CONTRACTOR'S AND REGISTERED OWNER'S CODE OF CONDUCT
AND CO-OPERATION AGREEMENT**

(Rules relating to Contractors Activities as referred to in clause 20.2 of the Home
Owners Association Code of Conduct)

THIS IS AN AGREEMENT BETWEEN:

ALOES LIFESTYLE MANAGEMENT ASSOCIATION NPC

(Registration number: 2012/065761/08)

(as represented by **ADRIAN JOHN LUCAS** duly authorised on behalf of ALEMA.
(hereinafter referred to as "**ALEMA**")

AND

(Registration number: _____)
(herein represented by _____ in his capacity as

duly authorized)
(hereinafter referred to as the "**CONTRACTOR**")

AND

As registered owner of Erf _____
As situated in the development known as Aloes Lifestyle Estate.
(hereinafter referred to as the "**OWNER**")

IN TERMS OF WHICH IT IS AGREED AS FOLLOWS:

1. DEFINITION

- 1.1 **“ALEMA”** is a reference to Aloes Lifestyle Estate Management Association NPC. (Registration number: 2012/065761/08), a home owners association;
- 1.2 **“Contractor”** is a reference to _____;
- 1.3 **“The Estate Regulations”** is a reference of the attached document called: “The Aloes Home Owners Association Code of Conduct” marked Annexure A which governs the behavior of all persons WHO own, occupy or visit properties on the Estate;
- 1.4 **“Aloes Lifestyle Estate”** or the “Estate” is a reference to the development area or township referred to as extension 210, situated at Portion 915, Registration Division L.S., and Limpopo Province;
- 1.5 **“ALEMA”** is a reference to the Aloes Lifestyle Estate Management Association NPC (Registration number: 2012/065761/08) a home owners association.
- 1.6 **“Building Design Policy and Standards”** is a reference to the document which covers the Design and Standards applicable to Single Residential Erven in the Estate and which is available in electronic format (CD), attached hereto, marked Annexure B.
- 1.7 **“EMP”** and/or **“ECO Plan”** are references to the Environmental Management Plan and the Ecological Plan which were approved by the Limpopo Department of Agriculture, Conservation and Environmental Affairs (“LACE”) and which are binding on all owners, professionals and Contractors involved in construction activities in Aloes Lifestyle Estate. The document is included on the CD, Annexure B attached hereto.
- 1.8 **“ARC”** is a reference to the ALEMA, Architectural Review Committee, and the committee that has been established by ALEMA to approve building plans on the Estate.
- 1.9 **“PLM”** is a reference to Polokwane Local Municipality.
- 1.10 **“BCO”** is a reference to the Building Control Officer as designated and/or appointed by ALEMA and the ARC to conduct the duties as such.

- 1.11 **“LACE”** is a reference to The Limpopo Department of Agriculture Conservation and Environmental Affairs.
- 1.12 **ANNEXURES:** The following Annexures form part of this agreement:
 - 1.12.1 **ANNEXURE “A”** contains The Code of Conduct and Estate Regulations.
 - 1.12.2 **ANNEXURE “B”** is the the Building Design Guidelines and Standards and as well as the EMP and the ECO Plan referred to in 1.7 hereabove.
 - 1.12.3 **ANNEXURE “C”** is an illustration of the Contractors Board referred to in 8.1 here below.
 - 1.12.4 **ANNEXURE “D”** is a list of transgressions (though it is not necessarily a complete list thereof) and of penalties payable in respect of each transgression.
 - 1.12.5 **ANNEXURE “E”** Building Site Handover Approval.
 - 1.12.6 **ANNEXURE “F”** Documentation required for submission to ALEMA for Completion and Compliance certificate.
 - 1.12.7 **ANNEXURE “G”** ALEMA Completion and Compliance Certificate.

2. RECORDAL

- 2.1 In terms of the conditions of establishment of the Aloes Lifestyle Estate, Deeds of Sale and the Memorandum of Incorporation of ALEMA, ALEMA is responsible for the management of the Estate and the implementation of the Aloes Lifestyle Estate Architectural Guidelines and Standards.
- 2.2 The Contractor wishes to offer his services to the registered owners of stands and/or sectional title units / sectional title developments, for the construction thereof in the Estate.
- 2.3 In order for the Contractor to be accredited by ALEMA to undertake construction in the Estate, the Contractor accepts and agrees to abide by the Estate Code of Conduct and Regulations, the EMP, the ECO Plan and the Contractor’s Code of Conduct as set out in this agreement.

- 2.4 The Contractor acknowledges receipt of the aforementioned documents and that he has read them, understands their contents and agrees to abide by their provisions.
- 2.5 This document sets out the Procedures, Rules, Regulations and Code of Conduct which the Contractor and the Registered Owner will follow during the execution of any building works on the Estate.
- 2.6 In the event of the Contractor being a closed corporation or a proprietary limited company (Pty) Ltd., the representative who signs this agreement personally accepts all liabilities, penalties and obligations which may arise through the operation of this agreement as if he/she had signed this agreement in his/her personal capacity.

3. SITE HANDOVER

- 3.1 A site handover meeting shall be arranged by the Contractor with ALEMA and/or its nominated agent and the Owner at least 48 hours prior to the date of handover is required. NOTE: Handovers occur on a Thursday. The meeting will be held on the building site before the Contractor will be entitled to move onto site in any form or for any purpose, including the storing of building materials on the site.
- 3.2 The site handover meeting will be attended by –
- 3.2.1 The Owner;
 - 3.2.2 The Representative of ALEMA;
 - 3.2.3 The Contractor;
 - 3.2.4 The Architect.
- 3.3 The following must be complied with or agreed upon prior to the site handover (and at the site handover a discussion will take place as to whether or not this provision has been complied with), namely :
- 3.3.1 All site corner pegs must be identified and marked by a registered land surveyor;

3.3.2 The site including the designated building area, prior to the commencement of any work (including cleaning work) and its surroundings will be photographed by ALEMA in digital format. The photographs shall include the building yard, general site, the street immediately in front of and adjacent to the site, including lampposts, bollards, manholes, all site boundaries, including pavements, all verge planting immediately in from and adjacent to the site.

The purpose of this is to establish the condition of all items prior to handover and shall be deemed *de facto* evidence for the determination and calculation of any damages and breakages.

3.3.4 The deliver of all documentation required for Site Handover to The ALEMA office 48 hours prior to handover, this shall include proof of payment of building levies and building deposits in terms of this agreement.

3.4 The following will be agreed upon at the site handover meeting:

3.4.1 The positioning on the erf of containers, toilets, showers, site kitchens, refuse bins and skips as well as the extent of screened areas.

3.4.2 The extent of cut and fill, including retaining structures.

3.4.3 A storm water management plan.

3.4.4 Environmental issues will be identified, including preservation of existing vegetation and the storage of material.

3.5 The Contractor shall furnish ALEMA with a written list of sub-contractors and suppliers to be used on the site.

3.6 The ARC must be in possession of building plans, approved by both ALEMA and the PLM. No construction may commence before the building plans have been approved by both ALEMA and the PLM.

3.7 The ALEMA Building Control Manager (BCM) or nominated

representative will be furnished with a building program which, *inter alia*, high lights construction milestones and the completion date.

- 3.8 Service connections on site will be identified and pointed out to the Contractor by the BCM (Building Control Manager).
- 3.9 Prior to the site handover the Owner and Contractor must have signed the connection application and supply agreements with The Local Municipality for water and have paid the relevant connection fees and deposits. – Proof thereof to be handed to the ALEMA office.
- 3.10 The Contractor is obliged to inform ALEMA when clauses 3.3 to 3.11 have been complied with and the site has been established.
- 3.11 A final site establishment inspection by ALEMA shall be held before the Contractor may proceed with any building activities.
- 3.12 The site will be handed over to the Contractor by ALEMA and the Owner, after all levies and/or deposits have been paid to ALEMA. ALEMA will hand to the Contractor a Building Site Handover Approval document “**ANNEXURE E**”, without which the Contractor may not commence construction.

4. SITE & SITE PREPARATION

- 4.1 It is acknowledged that the manner, in which the building site (where the construction is to take place) is prepared prior to the commencement of construction, has an important impact on the environment of the Estate.
- 4.2 Only that portion of the footprint actually required for purposes of building and the driveway may be cleared of any vegetation.

5. FENCING AND SCREENING

- 5.1 The site must be fenced in a neat and secure manner.

- 5.2 All street boundaries, pasture and conservation boundaries must be screened and ALEMA may require that other boundaries be screened off at the Contractors expense should the privacy of neighbours be compromised.
- 5.3 Once the areas to be screened off have been established by ALEMA, the relevant areas shall be screened off by the Contractor with forest green 80% factor shade cloth of a minimum of 1.8 meters in height with a one 4Xmeter wide entrance gate in the position as agreed at the site handover. Shade cloth shall be supported by a sturdy fence, itself supported by steel Y poles spaced at a maximum of 3 meter intervals. The whole structure is to be supported in such a manner so as to sag or not to come loose and/or adrift. The entrance shall be closed and secured with a gate clad with the same shade cloth. The gate shall be closed and secured at the end of each working day.
- 5.4 The Contractor shall carry out regular inspections during the contract period to ensure containment of all material, equipment and so forth within the screened areas and to monitor damage to the surrounding vegetation. Any damage to existing vegetation shall immediately be reported to the BCM by the Contractor and the costs of replacement will be for the Contractor's account.
- 5.5 ALEMA's nominated representative, who may include the BCM, is entitled at any time to carry out unscheduled inspections on site to ensure that the provisions of this agreement are adhered to.

6. CONSTRUCTION PERIOD

- 6.1 Construction shall commence within fourteen (14) working days from the date of the site handover and shall be completed within nine (9) months from the date of the site handover, for a house in extent of up to 400 square meters. There after one month per 100 square meters will be allowed for houses larger that 400 square meters.
- 6.2 ALEMA is entitled to levy a penalty against the Contractor and or the

registered owner of the property jointly and severally of an amount as determined by ALEMA from time to time, per calendar day in respect of every day or the period by which the Contractor exceeds the above designated construction period.

7. CONSTRUCTION SIGNAGE

- 7.1 The Contractor shall complete the information on the boards similar to that as displayed in Annexure C (the “Contractor’s boards”) attached hereto, for the building site and builders yard respectively. These boards which shall involve the printing of a transparent sticker as illustrated in Annexure C shall be 800mm by 1200mm in size mounted and erected on metal poles at the building site and building yard the date of the site and building yard handover meeting.
- 7.2 The board to be erected on the construction site shall contain only the following information, namely:
- 7.2.1 The Owner’s name.
 - 7.2.2 The Stand number.
 - 7.2.3 The Architect’s name and contact telephone number.
 - 7.2.4 The Contractor’s name and contact telephone number.
 - 7.2.5 The name and contact telephone number of the responsible person to contact in the case of an emergency.
 - 7.2.6 In the case of the construction requiring the services of an Engineer, the Engineer’s name and contact details shall be included.
 - 7.2.7 The Contractor shall ensure that the board will remain firmly planted in soil so as to support the board against strong winds and so that the board shall remain upright. The board must be visible for the full duration of the building period.
 - 7.2.8 The board must be positioned parallel with the road and hard up against the shade cloth fence, as near to the entrance to the site as possible without obscuring any road signage and traffic.
 - 7.2.9 The sign board must be removed within one month after occupation by the owner or on practical completion.

- 7.3 The Contractor shall ensure that no other signage of any building Contractor, sub-contractor, and service provider, financing company, real estate agent or other party shall be erected anywhere on the site.

8. LITTER AND BUILDING RUBBLE CONTROL

The Contractor shall be liable to limit and remove all litter and/or building rubble on site and at the building yard and shall:

- 8.1 Place litter bins and skips in demarcated and screened refuse areas on site in accordance with the plan as approved by ALEMA prior to the handover meeting.
- 8.2 Ensure that not less than once every week the site and building yard will be cleared of all litter and building refuse which shall be removed from the Estate, preferably on Fridays. In addition, the site must be litter and refuse free over weekends, public holidays and during any extended closure and holiday periods.
- 8.3 Ensure that no litter, refuse or rubbish shall be burnt on site.
- 8.4 Ensure that any litter/rubble spread outside the boundaries of the site shall immediately be picked up.
- 8.5 Clear the site of all rubble and/or refuse at any stage, if in ALEMA's unfettered and subjective opinion the site and building yard is untidy and/or aesthetically unacceptable.
- 8.6 Ensure that all litter bins have lids and skips have a secured shade cloth covering to prevent the contents from being windblown over the site and building yard.
- 8.7 Ensure that refuse and bins storage areas are screened off with green

80% factor shade cloth.

- 8.8 Ensure that all sub-contractors, suppliers, service providers, employees and others adhere to this requirement and the Contractor acknowledges that a breach by any one of them of any provision of this agreement shall be deemed to be a breach by the Contractor.

9. EROSION CONTROLS

The Contractor will at its expense take such reasonable steps to avoid soil erosion as may be prescribed by ALEMA. Should ALEMA prescribe such measures, no building work will be undertaken or continued by the Contractor until the measures have been fully implemented and approved of by ALEMA.

10. WORK HOURS

Unless otherwise approved of in writing by ALEMA, construction work shall be strictly limited to the time between 07h00 and 17h30 from Mondays to Fridays. Construction will only be allowed on Saturdays and public holidays with express written permission from ALEMA.

11. SECURITY

11.1 The Contractor will ensure that a responsible person is available who can be communicated with on a 24 hour basis (also on public holidays, Saturdays and Sundays) in the event of an emergency arising at the building yard and/or on the building site. The responsible person's name and telephone number must appear on the Contractor's board at the building yard and on the site.

11.2 The Contractor as well as all sub-contractors, suppliers, service providers and labourers are to comply with all security regulations and protocols as prescribed from time to time by ALEMA and as amended from time to time by ALEMA.

11.3 Contractors may only access the Estate through the gates as specifically designated by ALEMA and nowhere else. Employees shall not be

allowed to congregate around any of the Estate's gates while waiting to be transported to and from the Estate. Only pickup points as specifically designated by ALEMA at the Contractor's entrances (and nowhere else), shall be used to pick up employees of the Contractors/sub-contractors.

- 11.4 Casual labour shall not be recruited within one kilometer of any of the entrance gates to the Estate.
- 11.5 All employees of the Contractor, his sub-contractors and service providers shall comply with the security measures as implemented by ALEMA from time to time, which shall include the registration of the employees with ALEMA security management. This will require presentation of the employee's identity document and a photocopy thereof, as well as the taking of a photograph and fingerprints at registration. This shall be done prior to any such person being granted access to the Estate.
- 11.6 The Contractor shall register each Employee and sub contractor(s) with ALEMA, by way of biometrical Fingerprinting. Each Site will be allocated 30 Free Employee registrations, including Sub Contractors, there after additional workers will be charged, an amount agreed upon by the directors from time to time on monthly basis per registration, exceeding 30 employees. Should an employee be deregistered, the charge for additional one shall be free. No persons without such registration may enter upon the Estate. Failure to comply herewith shall be regarded as a gross breach of this agreement and viewed in a serious light by ALEMA.
- 11.7 The employment of illegal aliens is expressly prohibited.
- 11.8 No night watchmen or security guards or employees may live and/or enter the Estate area and/or construction site after the official hours referred to in clause 10. Failure to comply herewith will be regarded as a serious breach of this agreement.

12. BEHAVIOUR

- 12.1 All construction staff, labourers, service providers and suppliers and others involved on or about the site, shall behave in a professional workmanlike manner at all times on the Estate. Their behavior shall in particular not disturb other residents or activities on the Estate. ALEMA shall have the right to control behavior and noise generated by the said persons and to banish disruptive or disrespectful persons or employees from the Estate, in which event no claim for damages or otherwise shall lie against ALEMA or any specific Home Owners Association (HOA) within the Estate.
- 12.2 No labourers, employees, sub-contractors or construction staff shall leave the building site at any time, save in the exercise of their duties and then only by vehicle (and thus not on foot).
- 12.3 Should the Contractor be engaged at the same time on more than one building site in the Estate, personnel shall be transported by vehicle between the sites (and thus shall not be allowed to walk between sites).
- 12.4 No person employed by the Contractor on the building site/s shall be entitled to be present on the building site other than during the hours stipulated in clause 11 hereabove.
- 12.5 The Contractor is responsible for the conduct and omissions of his staff, labourers, suppliers and service providers and as stated hereabove. Any breach of any of the provisions of this agreement or of the provisions arising out of this agreement by any of the aforesaid parties, shall for purposes of this agreement be deemed to be a breach by the Contractor.
- 12.6 All the Contractors, labourers, employees and staff shall at all time whilst on the Estate, wear a name tag displaying the name of the company of the Contractor they represent and their personal details.

13. SUPERVISION

- 13.1 The Contractor shall provide a supervisor to control the building yard

and site/s and inform ALEMA of the supervisor's name and cellular telephone number.

- 13.2 No such supervisor will control more than three (3) single sites at one time. He is to be on site at all times during building hours and/or when required by ALEMA and will be deemed to be the Contractor's representative in the Contractor's absence from the site.
- 13.3 *Inter alia*, the supervisor shall report all accidents, break-ins, theft or dangerous situations to ALEMA immediately.
- 13.4 The Contractor shall ensure at all times that his/her site fully complies with the provisions of the Occupation Health and Safety Act.

14. VEHICULAR ACCESS TO THE ESTATE - ROAD USE - DAMAGE TO ESTATE PROPERTY AND SERVICES

- 14.1 The Contractor shall ensure that all vehicles use the roads with due care and consideration for the safety of others, in particular pedestrians.
- 14.2 The Contractor will be responsible to replace and/or repair any road verges, road edgings, Telkom and electricity manholes, sewer connections, irrigation coupling valves, water meters and pipes, fire hydrants and other services or trees on the property or verge if the damage is caused by the Contractor, any sub-contractor, any labourers or employee or service provider or supplier or other party involved with the site through the Contractor.
- 14.3 The Contractor shall ensure that if parties driving to or from the building site shall not exceed 20 (twenty) kilometers per hour and that they shall strictly comply with all traffic signs and rules.
- 14.4 The Contractor hereby indemnifies ALEMA and its members and employees and representatives against any claims for loss or damage which may occur while on the Estate during the course of any work being carried out by the Contractor as a result of anything done or omitted by the Contractor and/or his employees.

- 14.5 No triple axle or articulated delivery vehicles may enter the Estate, unless the express permission of ALEMA is obtained in advance from the BCM or ALEMA's designated security personnel. If permission is granted, it may be granted subject to conditions pertaining, inter alia to any such vehicle being escorted at all times while it is on the Estate and only at the designated access gate. Any such vehicle shall drive on the Estate with due care. The Contractor will be liable for any damage caused by such vehicle on the Estate. Any damage along the way will be recorded and photographed. The Contractor will be held responsible to rectify any damage to ALEMA's satisfaction and approval.
- 14.6 ALEMA reserves the right to refuse entry to any vehicle which in their opinion is not correctly loaded or in satisfactory condition, in particular articulated and triple axle vehicles.
- 14.7 Any oil spills on the paving will be cause for ALEMA to require the contractor to replace the paving.

15. PARKING

Vehicles operated by the Contractor as well as vehicles making deliveries to site and vehicles otherwise involved with the construction, shall not be parked in any area other than on the building site or at the building yard itself, or on the road, provided that free movement of traffic is not obstructed. Any damage caused to Estate property including spillages of oil, diesel or similar products will be repaired immediately at the cost of the Contractor.

16. STORING OF CONSTRUCTION MATERIALS

- 16.1 All construction material shall be stacked neatly and safely behind the shade cloth screening on site. Stockpiles of material are not to exceed 2 meters in height.
- 16.2 All materials and equipment must be stored in a safe manner and in any event also in terms of the Occupational Health and Safety Act.

17. TOILET AND ABLUTION FACILITIES

- 17.1 The Contractor must provide adequate temporary portable chemical toilet facilities at both the building yard and building site. These toilets must be serviced by a sanitation company at least once a week. No person is permitted to perform ablutions anywhere on the building yard or building site other than in the toilet facility provided.
- 17.2 The entrance to toilets must be adequately screened off with green 80% factor shade cloth as previously described in clause 5.
- 17.3 Toilets are to be provided at a rate of not less than one toilet for every 15 (or part thereof) personnel on each site or building yard.
- 17.4 ALEMA reserves the right to stop all work on any site if in their opinion insufficient toilets have been provided.
- 17.5 Adequate wash-up facilities shall be provided by the Contractor at the Site. These wash-up facilities must be screened off with with green 80% factor shade cloth as previously described in clause 5. The waste water from these wash-up areas must be adequately managed.
- 17.6 Adequate changing areas where staff and/or labourers can change clothing and store personal effects must be provided by the Contractor on site. 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. Changing may not take place outside the screened area at the site in view of any public from any road or adjacent areas.
- 17.7 The Contractor must carry out regular inspections on these facilities and ensure that no contamination and pollution is remedied immediately and that these facilities do not pose a hygiene and/or health hazard at any time.
- 17.8 Any breach of this clause 17 will be regarded in a serious light and will not be tolerated.

18. FINAL CLEAN UP AND COMPLETION

- 18.1 At the conclusion of the construction work, the Contractor shall restore all pavements, verges, roadways, ditches and drainage channels to their original condition, including landscaping of pavements, 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.
- 18.2 ALEMA will on completion of the work carry out a final inspection of the works inclusive of the verges and services. An Estate Completion Certificate will not be issued until the site is substantially clean according to 18.1 here above.
- 18.3 On completion of the project, the finishing standard and quality of the work will be assessed and should the Contractor's work not accord with ALEMA subjective standards and quality, then in the interest of the Estate and the Owners, the Contractor will be removed from the Accredited List of Contractors.

19. INSURANCE

- 19.1 The Contractor shall take out at his/her own expenses an All Risks insurance policy for of an amount as determined by ALEMA from time to time for any claim for damages arising from the acts or omissions of the Contractor, or its employees, sub-contractors or agents. The Contractor hereby indemnifies ALEMA against any claims for damages caused by the act or omission of the Contractor, sub-contractors, whether directly or vicariously.
- 19.2 Details of this insurance must be lodged with ALEMA before site handover.

- 19.3 The Contractor shall ensure that all workers on his/her site/building yard are covered in terms of the Workman's Compensation Act. In the event of a medical or other emergency on his/her site the Contractor and/or the Registered Owner indemnifies both ALEMA and the respective HOA for any costs which they may incur in this regard but not limited to ambulance service, medical evacuation, hospital charges or other medical expenses incurred.

20. DEVIATION FROM APPROVED PLANS

- 20.1 The Contractor shall not deviate from the approved building plans in any form without being in possession of an approved amended plan and written permission from ARC to proceed with the deviation.
- 20.2 All proposed deviations must be submitted by the architect to ALEMA, ARC and the local authority for approval prior to any deviations commencing on site.
- 20.3 The Contractor must discuss all deviations and additional work on site with ARC before commencing any work in respect thereof.
- 20.4 In the event that the contractor and or owner deviates in any manner whatsoever from the approved plans , in respect of the aesthetic guidelines, then the BCM shall be entitled to intervene and cause the construction to be suspended pending the rectification . Written notice of the deviation and suspension of construction shall be delivered to the contractor and/or owner ordering that the deviation shall be rectified within 3 (Three) working days of the owner and/or contractor receiving such notice of rectification. Construction may not re commence until such time as the deviation as been rectified to the satisfaction of ALEMA. Should the owner/contractor fail to rectify the deviation, ALEMA will be entitled to charge a penalty of an amount as determined by the Board from time to time per day as from the 4th day after notice has been given for every day that the deviation has not been rectified.

21. EXTERIOR COATINGS

- 21.1 The Contractor will adhere to the colour palette issued in terms of the Building Guidelines and Standards.
- 21.2 In addition, the Contractor will adhere to the building specific colours as approved by ARC as part of the building plans.
- 21.3 Should the Contractor fail to comply with this stipulation, the Contractor and/or Registered Owner will be liable to apply an entire re-coating of the non-compliant building finishes at his expense.

22. NEIGHBOURING PROPERTIES

- 22.1 No encroachment onto neighbouring sites and Estate property will be permitted during construction, without the prior written permission of the Owner and ALEMA. ALEMA reserves the right to refuse permission if in its opinion it is not a necessity to encroach.
- 22.2 Should there be residents in close proximity of the site; additional shade cloth screening may be imposed on the Contractor by ALEMA in order to enhance the privacy of residents.

23. BREACH

- 23.1 In the event of the Contractor and/or Registered Owner failing to comply with any provision of this agreement or any provision arising out of this agreement, ALEMA will be entitled, without prejudice to its other rights, to notify the Contractor and/or Owner to forthwith remedy the breach in which event the Contractor/Owner shall do so within 24 (twenty four) hours of the receipt of the notice failing which ALEMA will be entitled to deny the Contractor and or employees access to the site and the Estate until the breach has been remedied, without incurring any liability for any delay in the completion of the contract which the Contractor might incur

vis a vis the Owner or anyone else and ALEMA may furthermore and in addition impose a fine on the Contractor and or Registered Owner of the property, which accords with the penalty protocol (Annexure D) dealt with in clause 24 here below. In addition, ALEMA will be entitled to remedy the breach (or have it remedied) and debit the cost thereof to the deposit levy referred to in clause 26.1 and/or claim the balance cost thereof from the Contractor and or Registered Owner of the Property jointly or severally. Until the fine is paid, ALEMA may deny the Contractor entry to the site.

23.2 The foregoing notice contemplated in this clause must be given before the Contractor is denied access to the site. ALEMA shall furnish a copy thereof to the Owner.

23.2 As stated in clause 24, ALEMA will not be entitled to banish the Contractor from the site and/or building yard, unless in a notice as is contemplated in clause 23.1, the Contractor's attention is drawn to the fact that the next sanction for failing to comply with the relevant provision (in respect of which the Contractor is in breach) is banishment.

24. **PENALTIES**

24.1 The penalties which ALEMA may impose on the Contractor and or the Registered Owner of the property in terms of clause 24 in respect of certain breaches, deviations and non-compliance with the terms of this agreement is set out in Annexure "D", which will be reviewed annually, by the Board of Directors. A penalty for a first, second and third contravention may be imposed summarily, that is to say, without the notice contemplated in clause 23.1 having first been given to the Contractor.

24.2 Penalties providing for fines payable to ALEMA will be deducted from the maintenance and damage deposit held by ALEMA or from the Registered Owner at ALEMA's discretion.

24.3 The penalties are agreed to be punitive in nature and will be in addition to any remedies available to ALEMA.

25. ENVIRONMENTAL AND ECOLOGICAL MANAGEMENT PLANS

The Contractor shall comply with the environmental requirements of ALEMA which were imposed on the development by LACE and also with the site specific environmental requirements as may be stipulated by ALEMA. Copies of the EMP and the ECO Plan are attached and marked Annexure B (as on electronic CD). This provision is a material and important provision of this agreement.

26. MAINTENANCE AND DAMAGE DEPOSIT

Before the site is handed over in terms of clause 3 hereabove, the Contractor shall:-

26.1 pay a deposit of an amount as determined by the Board from time to time. Payment shall be per site. ALEMA may retain and utilize the deposit towards the cost of having to eliminate and/or repair any damage caused to any part of the Estate by the Contractor or any service provider of sub-contractor or other party on the Estate at the invitation of or on behalf of the Contractor or for any fines which may be imposed on the Contractor. If upon completion of the building project any amount of the deposit remains unused, it shall be refunded to the Contractor by the ALEMA. ALEMA will not be obliged to invest the deposit in an interest bearing or any other bank account and any interest earned on the deposit is for the benefit of the ALEMA. This remedy is given to the ALEMA without prejudice to any other remedies which ALEMA has in terms of this agreement. ALEMA may at any time demand that this deposit be topped up or even increase should any part of the original amount be expended for either rectification work or fines. The unused portion of the deposit will not be refunded to the Contractor until the final Municipal Occupation Certificate has been issued.

26.2 In addition to the payment of the deposit as set out in clause 26.1 hereabove, the Registered Owner of the Property shall proceed to pay a monthly administration fee of an amount as determined by ALEMA from time to time per site.

This Fee will be incurred monthly from date of site handover to the date that the Municipal Occupation Certificate is delivered to ALEMA.

26.3 Payment of the said monthly administration fee shall be in advance payable on or before the 7th day of each successive month into the bank account of ALEMA with the following details:

BANK: First National Bank, Polokwane
NAME: Aloes Lifestyle Estate Management Association
ACCOUNT NO.: 62709238986
BRANCH CODE: 260-226
REFERENCE: Stand Nr. and Surname

Proof of payment by EFT should be emailed through to the ALEMA office, admin@propserv.net

26.4 Failure to pay the said administration fee will result in ALEMA having the right forthwith without notice to the Contractor an/or Owner to cancel the Contractor's and/or his staff's right to enter the development, until such payment has been effected.

27. CERTICATES REQUIRED FOR ALEMA COMPLETION AND COMPLIANCE AND MUNICIPAL OCCUPATION

27.1 The Contractor shall in respect of each building site ensure that the following documentation is completed before handing in the documentation to the Municipality in order to obtain a Municipal Occupation Certificate.

27.1.1 CERTIFICATES

Foundation Inspection Certificate		
Pest Control certificate, pre-construction		
Glazing certificate		
Truss certificate		
Electrical COC		
NHBRC – Enrolment		
NHBRC – Project completion approval		
Engineers completion certificate		
Form 4 – by Architect		
Open Sewer test by Municipality		
Waterproofing guarantee, 10 years for flat slabs		
HOA Estate Completion certificate		
Deposit repayable: Bank Confirmation of 2 account holder		
Statement showing all Building Admin Levies etc are up to date		
Receipt of Building Rubble Disposal from 2 Municipal Landfill		

27.2 Seven days after each Municipal required inspections, the Builder is to email the required certificate to the ALEMA office. Should this not be done, ALL work on site shall be stopped and may not commence until certificate is obtained.

27.3 Copies of the documentation as referred to in clause 27.1.1 shall be handed to the ALEMA administration office to be kept on the registered owner's file.

27.4 Before submission to the Municipality, ALEMA shall check above documents “**ANNEXURE F**” Documentation required for submission to ALEMA HOA and the Polokwane Municipality in order to obtain an occupation certificate”.

- 27.5 ALEMA shall do a final inspection, whereupon ALEMA may stamp all documentation and issue a Completion and Compliance Certificate “**ANNEXURE G**” to the Contractor and registered owner, of which is to be submitted to the Municipality.
- 27.6 On receipt of the Municipal Occupation Certificate the Registered Owner will then only be allowed to occupy the relevant Erf as situated on the Estate.
- 27.7 Failure to comply with the clauses as set out in clause 27.1 to clause 27.3 and clause 27.4 will result in the Registered Owner being refused permission to occupy the Erf.

28 DOMICILIA AND NOTICES

28.1 The parties respectively appoint the street addresses and postal addresses as set out hereunder as their *domicilia citandi et executandi*.

28.1.1 ALEMA:

Street address: THE ALOES LIFESTYLE ESTATE,
1 Aloes Drive, Polokwane, 0699
Postal address: P O Box 2009, Polokwane, 0700.
Telephone number: _____
Fax number: _____
E-mail: accounts@propserv.net

28.1.2 THE CONTRACTOR:

Street address: _____

Postal address: _____
Telephone number: _____
Fax number: _____
E-mail: _____

28.1.3 **THE OWNER:**

Street address: _____

Postal address: _____

Telephone number: _____

Fax number: _____

E-mail: _____

28.2 The parties respectively appoint the postal addresses and/or e-mail address as set out hereabove for purposes of correspondence and notices given in terms of this agreement.

28.3 Any notice given to a party will be deemed to have been received by such party and its contents to have come to such party's notice.

28.4 Any notice given to a party will be deemed to have been received by such party and its contents to have come to such party's notice.

28.4.1 if dispatched by registered mail to the party's chosen postal address then on the 5th day after the posting thereof in the Republic of South Africa.

28.4.2 if sent by e-mail to the Contractors chosen e-mail then on the date of transmission of the e-mail between 08h00 and 17h00 on Mondays to Fridays, and

28.4.3 if delivered to the party's chosen domicile to a person seemingly over the age of 16 years then upon such delivery between 08h00 and 17h00 on Mondays to Fridays. The abovementioned provisions of this clause do not preclude a party from giving notice to the other party in any other way.

28.4.4 A party is entitled to change his domicilium and/or postal address and/or e-mail address by giving written notice thereof to the other party.

28.4.5 It is the Contractor's obligation to ensure that his/her contact details especially cellphone number and e-mail address is kept current.

29 VICARIOUS LIABILITY OF CONTRACTOR AND REGISTERED OWNER

The Contractor and/or Registered Owner shall be liable to ALEMA in respect of any breach of contract on the part of or any damage caused to any part of the Estate by any of the Contractor's employees, sub-contractors, suppliers and other persons on the building site at the insistence of the Contractor AND/OR Registered Owner and the aforesaid other parties.

30 WHOLE AGREEMENT

This document contains the whole agreement between the parties and no prior or parallel agreements between them are of any force or effect.

31 JURISDICTION

The parties to this agreement consent to the jurisdiction of the Magistrate's Court, notwithstanding that any claim which may arise in terms of this agreement, exceeds the jurisdiction of the Magistrate's Court.

32 LEGAL PROCEEDINGS

In the event that ALEMA are necessitating in having to institute legal action for any cause or claim arising out of this agreement, the Contractor and/or Owner agree to pay the legal costs of ALEMA on an attorney and client scale.

33 NON-VARIATION

No alteration or addition to this agreement (including this clause) nor the consensual cancellation thereof or the waiver of any right in terms of this agreement, will be of any force or effect unless it is in writing and signed by the parties.

SIGNED at _____ on the _____ day of _____ 2018.

AS WITNESSES:

K&P Attorneys ©
ALEMA Builders Code of Conduct
May 2018

1. _____

2. _____

ALEMA as represented by
A J LUCAS
Duly authorized

SIGNED at _____ on the _____ day of _____ 2018.

AS WITNESSES:

1. _____

2. _____

CONTRACTOR

SIGNED at _____ on the _____ day of _____ 2018.

AS WITNESSES:

1. _____

2. _____

OWNER