



Builders Agreement and Code of Conduct for Building Contractors and Owners

Grotto Bay Homeowners Association

(Revised 04 May 2019)

Accepted by Ordinary Resolution 3 at the Annual General Meeting held on 04 May 2019, in substitution for the existing Builders Agreement and Code of Conduct for Building Contractors and Owners.



Builders Agreement and Code of Conduct for Building Contractors and
Owners within Grotto Bay Private Nature Reserve
Revised 04 May 2019

Entered into by and between

Grotto Bay Homeowners Association

("The Association")

And

("The Contractor")

And

("The Owner")

For Construction on Erf : _____ Grotto Bay Private Nature Reserve.



1. Building Controls

- 1.1 The controls that follow have all been extracted from the Design Manual and the attachments referred to as the Regulations for Homeowners and the Agreement. To avoid any misunderstanding with your builder, we would suggest that all these requirements are communicated to him at the outset as they could impact on this work program.
- 1.2 It is a mandatory requirement that the agreement between yourself, the builder and Association is signed before work may commence on site. It is essential that your builder understands and agrees to these controls and that in addition to the fines which may be levied, the rehabilitation of any damage to the estate is your joint responsibility.
- 1.3 In addition to the regulation as issued, your builder should note that interlink vehicles may not be used for the delivery onto the estate as the roads are too small. These vehicles may, however, uncouple at the entrance and the trailers then brought in individually. In a similar manner, the roads are not designed for extraordinary heavy vehicles or equipment and if in doubt your builder should confer with the Estate Manager. Mail - manager@grottobay.org or Cellular (the gatehouse will have his contact details)
- 1.4 The Estate Manager is resident on the estate, and in addition to connecting you with the water supply, will be responsible for monitoring the activities on building sites and ensuring that regulations are adhered to. He will, of course, be able to advise on the correct course of action if you or your builder are in doubt. The Estate Manager also ensures that the permitted hours of work are not exceeded and that labour is not left on site at night or weekends unless by prior arrangement for reasons of emergency. Building contractors are responsible for their labour and they should be taken to the site and collected after work. Labour should not be allowed to wander through the estate or be collected on the R27 road.
- 1.5 As there is limited road space and these were not designed for storage of building materials, your own site should be used for this purpose and on no account should adjacent plots or public open spaces be utilised. To further facilitate this potential problem, we would suggest that the quantity of materials on site is planned that they may, where practical, be delivered in phases. Problems in this regard should be taken up with the Estate Manager so that a compromise solution can be found.
- 1.6 The clearing of vegetation from your site is to be kept to a minimum and it is essential that you instruct your builder as to what he must clear. It is common practice amongst builders to lay the site bare if not otherwise advised. No vegetation, builder's rubble or other waste from your site may be dumped in the nature reserve or surrounding farms, a suitable, legal dumping site must be used. All loose sand, materials or litter transferred to adjacent sites must be cleared on a daily basis. Please instruct your builder accordingly.



2. Interpretation

2.1 In this Agreement, unless the context otherwise indicates:

"The Association" means GROTTO BAY HOME OWNERS ASSOCIATION
(Association incorporated under Section 21) of
66 Blaauwberg Road, Table view, Cape Town, 7441

"The Owner" means _____

ID No. _____

Of (Street Address not Postal) _____

_____ (The Registered Owner of the Property)

"The Property" means Erf _____ Grotto Bay Administrative District of
Malmesbury

"The Builder" means _____

ID No. _____

Of (Street Address not Postal) _____

_____ who has been appointed by the Owner to erect a
house on The Property.

"The Estate" means the Grotto Bay Private Nature Reserve, including the
Remainder of Portion 2 of the Farm Modderrivier No 721,



under control of the Association.

- 2.2 Words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender, and words importing persons shall include partnerships, bodies corporate and trusts.

3. Agreement

- 3.1 The Owner and the Builder do hereby agree to abide by the conditions set out in Section 4 below, in their entirety, and fully understand the consequences should these conditions not be adhered to.

Please note that these regulations are to safeguard our estate and are for the benefit of all. Co-operation in this regard will help preserve our nature reserve whilst avoiding unnecessary rehabilitation costs being added to future levies.

4. Regulations to Apply on Site

- E.4.1 Working hours: 07h00 to 18h00, Monday to Friday.
- E.4.2 No deliveries allowed after 17h00.
- E.4.3 No workers (including contractors, sub-contractors, labourers or volunteer workers) will be permitted to sleep over at the Grotto Bay Estate at any time. Work will not be permitted, by contractors, sub-contractors or labourers on any site on any weekend or Public Holiday.
- E.4.4 The Builder is to submit names and ID numbers of all sub-contractors and all personnel to the Association.
- E.4.5 The Builder must keep an attendance register of all people on site.
- E4.6 The building site on the Property must be cordoned off by timber stakes and rope allowing a reasonable area to walk around the house (approx. 2m wide). Eating and smoking is to be permitted only inside of the cordoned-off area.
- E.4.7 Workers are to remain within the cordoned off area and no access to the surrounding veld is permitted.
- E.4.8 Flora occurring on the Estate and Property outside of the cordoned off area is to be protected.
- E.4.9 Sufficient chemical toilets are to be located on the Property by the Builder and emptied regularly. Any worker using the veld for ablutions will be barred from the Estate.



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- E.4.10 No alcohol is allowed on site.
 - E.4.11 No littering, a refuse bin must be provided on the Property by the Builder for daily use. All refuse and rubble must be disposed of by the Builder outside the Estate in approved refuse areas. Any Builder found illegally dumping will be permanently banned from the Estate.
 - E.4.12 No fires permitted.
 - E.4.13 No trapping and/or killing of any wild animals will be tolerated.
 - E.4.14 No dogs allowed on the Estate.
 - E.4.15 No builders' boards may be erected on site.
 - E.4.16 Speed limit: 40km/h on all the Estate's roads.
 - E.4.17 No vehicle may leave the road to make turns.
 - E.4.18 Plots must be cleared manually. No mechanical machinery (e.g. front end loaders or bulldozers) may be used.
 - E.4.19 All building materials must be supervised on arrival. Brick deliveries must not exceed 8 pallets per truck.
 - E.4.20 All building materials must be kept on site and not on neighbouring erven or open sites.
 - E.4.21 Owners will be held liable for any damage incurred by contractors, sub-contractors or labourers.

5. Penalties

- 5.1 Transgressions Of Any Of These Regulations Will Be Subject To The Penalties As Listed Below:

Regulation number	Fine / Penalty
4.12, 4.13	R1000 & dismissal from the Estate
4.1, 4.2, 4.9, 4.14, 4.15, 4.16	R100 per infraction or day
4.3, 4.4, 4.5, 4.10, 4.19	R100 – R1000 per infraction or day
4.6, 4.7, 4.8, 4.17, 4.18, 4.20	R30 per square metre damage to veld
4.11	R100 per item

- 5.2 Fines will be imposed by the Grotto Bay Home Owners Association or duly authorised representatives.



6. Liability of Owner

6.1 The Owner of the property shall be liable for the due compliance of the Builder including the payment of all debts and fines he may become liable for, as mentioned in this agreement.

Signed at _____

On the _____ Day of _____ 20 _____

Witnesses

Owner

1. _____

2. _____

Signed at _____

On the _____ Day of _____ 20 _____

Witnesses

Builder

1. _____

2. _____

Estate Manager	Signature: _____
	Date: _____