



SILWERSTRAND

GOLF & RIVER ESTATE

SILWERSTRAND GOLF
AND RIVER ESTATE

ESTATE CONTRACTORS
AGREEMENT

2024

ANNEXURE B

SILWERSTRAND HOMEOWNERS' ASSOCIATION
(ESTABLISHED IN TERMS OF SEC 29 OF THE LUPO 15 OF 1985)

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GOLF & RIVER ESTATE

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AGREEMENT FOR QUALIFICATION OF AND CODE OF CONDUCT
FOR CONTRACTORS, SUB-CONTRACTORS AND OWNER BUILDERS
WITHIN THE SILWERSTRAND GOLF & RIVER ESTATE

entered by and between

SILWERSTRAND HOMEOWNERS' ASSOCIATION

herein represented by _____, duly authorised thereto
("SHOA")

and

herein represented by _____, duly authorised thereto
("the Owner")

and

herein represented by _____, duly authorised thereto
("the Contractor")

PREAMBLE

The purpose of this agreement is to ensure integration between residential living and control over building activities within the Estate with minimal impact on the environment and or lifestyle of residents of the Estate. SHOA reserves the right to make amendments and additions to this document from time to time.

1. DEFINITIONS

Headings to clauses are for convenience only and shall not be used in the interpretation of this agreement.

In this agreement, unless a contrary intention clearly appears:

- 1.1 One gender includes the other genders and natural persons include legal entities and vice versa.
- 1.2 The following terms shall have the following meanings unless clearly stated to the contrary herein:
 - 1.2.1 **"SHOA"** means Silwerstrand Homeowners' Association, including its duly authorised representatives.
 - 1.2.2 **"the Owner"** means the registered owner(s) of the property to be built on, who shall be jointly and severally liable to the SHOA for all the obligations imposed in terms hereof on the Contractor, with renunciation of the legal exceptions of exclusion and division, the implications whereof he declares himself fully aware of.
 - 1.2.3 **"the Contractor"** means the person or entity who is described as such above and shall, where applicable, include but not be limited to, all its agents, employees, workmen, sub-contractors, tradesman, delivery people, invitees and visitors to the Site and the Contractor shall be liable for the conduct of the aforementioned while on the Estate on the Contractor's behalf/ request/ invitation/ for his benefit.
 - 1.2.4 **"Site"** means the area within the boundaries of Erf _____ on the Estate.
 - 1.2.5 **"Public Time"** means between the hours of 07h00 to 17h30 Monday to Thursday and 07h00 to 15h00 on Fridays
 - 1.2.6 **"Private Time"** means between 17h30 to 07h00 Monday to Thursday and between the hours of 15h00 on a Friday to 07h00 on a Monday. Saturdays, Sundays and proclaimed public holidays are considered "Private Time".

2. QUALIFICATION OF CONTRACTORS

- 2.1 Only Contractors with a valid NHBRC Certificate will be allowed to build in the Estate.
- 2.2 An Owner Builder who qualifies in terms of 2.1 qualifies as a Contractor and will as such be allowed to construct his own home.

3. RULES AND REGULATIONS

The Rules and Regulations described below are intended to ensure that neither the quality of life for residents in the Estate, nor the appearance of the Estate, is unduly compromised and that the impact of the construction operations on the environment is minimised yet allowing for efficient construction by Contractors.

When the Contractor is found to be in breach of the stated rules and regulations, a penalty will be levied to the Owner. The extent of the penalty is detailed below the description of each Rule and Regulation or multiple thereof.

3.1 ENVIRONMENTAL CONTROLS

The Owner Builder/ Contractor acknowledges the importance of environmental sensitivity and agrees to conform to all environmental controls specified in this document and revised from time to time. These controls form part of the EMP for the development and are required to be legally enforced. Presently, these specifications include the following considerations:

3.1.1 PERSONNEL TRAINING

a. Description

The Owner Builder/ Contractor shall ensure that all its and its sub-contractors' employees/ labourers are fully and properly briefed, to the satisfaction of the SHOA, on the Builders' Code of Conduct as it appears from this Agreement, failing which such employees/ labourers shall not be allowed to work on the Site until it has been done.

b. Breach

Employees/ Labourers who have not been briefed will not be allowed onto the Site and the Owner will be fined R2000.00 per offence.

3.1.2 LIMITS OF BUILDING ACTIVITY

a. Description

- (i) All activities relating to the construction operations of any dwelling must be confined to the Site. This relates to the location of employees/ labourers and the placing of storage bins, mobile toilets, equipment, building materials and the like.
- (ii) Should the property not allow space for construction operations, permission must be granted in writing from the SHOA to make use of common areas. (Any operations on common areas must be rehabilitated to their original state.
- (iii) If the Owner Builder/ Contractor makes use of another vacant plot, permission must be obtained in writing, with a copy of the agreement provided to the SHOA. This also applies in the case of the same Owner Builder/ Contractor.

b. Breach

- (i) Work by the Owner Builder/ Contractor shall be stopped until such time as the abovementioned has been moved to within the Site.
- (ii) The Owner shall be fined R2000.00 per offence.

3.1.3 SITE PRESENTATION

a. Description

The Owner Builder/ Contractor must maintain the Site in a neat and tidy condition at all times. Building rubble must be removed from the Site at least once a week, while litter must be cleared daily. Litter must not be mixed with or sorted into the building rubble. The Owner Builder/ Contractor is required to provide refuse drums or containers, acceptable to SHOA, on the Site for storing refuse until it is removed by the Contractor.

b. Breach

- (i) Should the Owner Builder/ Contractor not comply with the removal of building rubble, the rubble will be removed by a contractor appointed by SHOA and the costs thereof payable by the Owner.
- (ii) The Owner will, in addition, be fined R2000.00 per offence.

3.1.4 CLEANING OF VEHICLES/ EQUIPMENT

a. Description

Washing of vehicles and or equipment will not be allowed on the Site or the Estate and must be carried out elsewhere, save for Ready mix concrete delivery vehicles dealt with in clause 3.4.3 below.

b. Breach

The Owner will be fined R2000.00 per offence.

3.1.5 FIRES

a. Description

No fires will be allowed on any part of the Estate, including the Site.

b. Breach

- (i) The Owner will be fined R4000.00 per offence.
- (ii) The Owner will, in addition, be held legally and financially liable for any damage, including consequential damage, caused by the breach of this provision.

3.1.6 ABLUTION FACILITIES

a. Description

The Owner Builder/ Contractor shall make adequate provision for drinking water and temporary toilets on the Site for the use of employees/ labourers, at least until such time as the water-borne sewer drainage is available.

b. Breach

- (i) The Owner will be fined R3000.00 per offence.

3.1.7 SPOIL OF EXCESS MATERIAL AND BUILDING RUBBLE

a. Description

The Owner Builder/ Contractor shall make adequate provision for removal of building rubble and excess material. No material or building rubble will be spoiled on the Estate.

b. Breach

The Estate may appoint a person to remove all such spoil for the Owner's account. In addition to this the Owner will be fined R2000.00 per offence.

3.1.8 SCREENING OF BUILDING SITES

a. Description

The Owner Builder/ Contractor shall, before commencing with any other activities on the Site, screen off the Site with (80%) green shade-netting of at least 1,8m, firmly supported with square metal tubing frames, to adequate vertical support and which vertical support must not be visible from the road. All sides of the erf abutting empty erven, golf course, roads or public open space must be screened. The screen shall be kept in place and maintained for the entire building process and must be able to withstand the elements. The Contractor shall not allow building material, other than material for the erection of the said screen, on Site until the screen is properly in place.

b. Breach

The Owner will be fined R 3000.00 for non-compliance.

3.2 HOURS OF WORK AND MOVEMENT OF EMPLOYEES/ LABOURERS

3.2.1 WORK DURING PUBLIC TIME

a. Description

- (i) The Contractor/ and or Employees may only be present on the Site during Public Time and will not be allowed on the Estate during Private Times without the prior written permission of the SHOA, which permission shall be in the sole and absolute discretion of the SHOA.
- (ii) Special application for a contractor/ and or employee to be present on Site during private times should be lodged in writing, 24 hours in advance.

b. Breach

- (i) The Owner will be fined R3000.00 per offence.

3.2.2 PRIVATE WATCHMEN

a. Description

- (i) The development is located in a secure and controlled environment and therefore individual watchmen should not be required.
- (ii) Notwithstanding the fact that private watchmen are included in the definition of Contractor above, it is specifically recorded that no private watchmen will be allowed to remain on Site during Private Times, without the permission of the SHOA obtained by prior application as described in 3.2.1 above.

b. Breach

- (i) The Owner will be fined R2000.00 per offence.

3.2.3 MOVEMENT OF EMPLOYEES/ LABOURERS

a. Description

No employee/ labourer of the Contractor shall be allowed anywhere on the Estate other than within the confines of the Site during Public Time, save where conveyed for the Owner Builder/ Contractor's business in/ on a vehicle driven by the Owner Builder/ Contractor/ someone authorised by the Contractor.

b. Breach

The Owner will be fined R4000.00 per offence.

3.3 VEHICLE SIZES ALLOWED

a. Description

Due to the road surfacing and limited road widths and radius, the following restrictions are placed on any vehicle entering the Estate:

Only fixed axle design vehicles will be allowed.

- (i) Maximum length = 9.1m
- (ii) Maximum width = 2.6m
- (iii) Maximum gross mass = 20,000kg
- (iv) Maximum axle weight = 8,000kg

b. Breach

Vehicles larger than those mentioned above will be denied access to the Estate. However, if any of the Owner Builder's/ Contractor's vehicles or vehicles visiting the Site manage to gain access to the Estate in any way, the Owner shall be fined R3,000.00 per offense.

3.4 DELIVERIES TO THE CONTRACTOR

3.4.1 GENERAL DELIVERIES

a. Description

The Owner Builder/ Contractor shall at all times be liable for the actions of delivery people on the Estate in respect of deliveries to the Site. All deliveries will be limited to Public Time. The size of delivery vehicles will be limited as described in 3.3 above. Deliveries to the Site may only take place from the street frontage of the Site. Access across adjoining erven may only be gained after obtaining written permission from the owner of such erf, a copy of which the Contractor must lodge with the SHOA prior to the delivery/deliveries in question.

b. Breach

The Owner shall be fined R3000.00 per offence.

3.4.2 READYMIX DELIVERIES

The delivery of Readymix is potentially the most damaging to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way.

a. Description

The Owner Builder/ Contractor shall ensure that drivers of Readymix delivery vehicles are specifically briefed on the way in which these deliveries must be handled. The delivery and washing-off of Readymix delivery vehicles must take place within the confines of the Site and spillage and runoff must be contained within the Site. The Contractor shall indicate on the Site diagram where this will occur. Under no circumstances may concrete be spilt onto the road surface or landscape vegetation.

b. Breach

- (i) Drivers found contravening the rules will be escorted off the Estate.
- (ii) The Owner shall be fined R2000.00 per offence and shall in addition thereto be liable for any damage caused.

3.5 STORAGE SHEDS / HUTS

a. Description

The Owner Builder/ Contractor will be allowed to erect a storage sheds/ huts or containers, to a maximum height of 2,4m, within the boundaries of the Site. The position of such structures must be indicated on the Site diagram, which must be approved by the SHOA in terms of item 3.8 (iii) below. Storage facilities must be clean on the outside and in good condition. No advertising, writing or signage is permitted on the outside of any such structure, without prior written approval by the SHOA.

b. Breach

The Contractor will be instructed to remove any structures that do not conform to this Regulation and may not continue/ commence with building activities until this regulation has been complied with. In additions the Owner shall be fined R2000.00 per offence.

3.6 SECURITY

a. Description

The Owner Builder/ Contractor shall at all times comply with and adhere to the Security Rules & Regulations and procedures imposed by the SHOA, a copy of which is attached hereto as Annexure A, which Rules & Regulations and procedures are subject to change on 7 (seven) days written notice by the SHOA to the Contractor.

b. Breach

- (i) Any person deemed to be the Contractor in terms of 1.2.3 above, who does not comply with this regulation shall be removed from/not allowed onto the Estate.
- (ii) In addition, the Owner will be fined R4000.00 per offence.

3.7 SPEED LIMIT

a. Description

The speed limit on the Estate for the Contractor's vehicles is 30kph. It is imperative that all contractors adhere strictly to road regulations while operating within the estate premises.

b. Breach

The Owner shall be fined R2000.00 per offence. Continuous non-compliance will result in the Contractor being expelled from the Estate.

3.8 BUILDING PLAN CONTROLS

a. Description

SHOA APPROVAL

- (i) Architect submits plans to the HOA.
- (ii) Invoice is issued to the owner for "Plan Scrutiny Fees." See Addendum C for fee information.
- (iii) Upon receipt of proof of payment (POP) by the HOA, the plans are sent to the estate architect appointed by the SHOA for approval. The plans are then taken to the HOA office to be stamped, after which the architect can take the plans to the municipality. Any variations to the approved building plan must be submitted to the SHOA for signed approval and may only be implemented once the variation has been approved.
- (iv) A deposit letter, Builders Rules and Regulations, Architectural guidelines, Constitution, and the builder's contract are provided to the architect and owner.

MUNICIPAL APPROVAL

- (i) Owner and/ or Owner's architect submit plans to the Municipality for approval.
- (ii) Owner pays municipal approval and connection fees.
- (iii) Process takes between 1-3 months for approval.
- (iv) Owner and/ or Owner's architect receive approved building plans from the municipality.

CONSTRUCTION (SEE MUNICIPAL REQUIREMENTS ATTACHED)

- (i) Builder's contract must be collected and signed at the HOA before any construction commence.
- (ii) Builder's deposit must be paid by the owner before any construction work may begin. See Addendum C for deposit information.
- (iii) NHBRC fee and registration are handled by the owner and/ or building contractor.
- (iv) Service connections.
- (v) Engineering inspections
- (vi) a Building levy is levied during the construction period. (Construction ranges from 5-12 months). See Addendum C for levy amount information.
 - a) Levies during construction period: Normal levy, plus
 - b) Builders levy
 - c) All building levies cease when the house is signed off by the building inspector.
- (vii) Construction period longer than 12 Months: Maximum construction period allowed is 12 Months. If construction exceeds 12 months, an additional "penalty levy" comes into effect, equivalent to the normal monthly levy charge.
 - d) Levies during construction period: Normal levy, plus
 - e) Builders levy, plus
 - f) Period overrun levy (Penalty levy): An additional levy, equivalent to the normal erf levy.
 - g) All building levies cease when the house is signed off by the building inspector.

b. Breach

- (i) The Owner Builder/ Contractor will be required to remove any structures that do not conform to the approved plans.

3.9 ROADS AND ROAD VERGES

a. Description

- (i) In order to minimise damage and ensure longevity of the road surface, the Contractor shall ensure that the road adjoining the Site is at all times cleanly swept and that the kerbs and sidewalks in front of the Site are adequately protected from damage by its building operations.
- (ii) Building material shall be stored on the building stand, unless prior special permission has been obtained from the SHOA by application as set out in 3.2.2 above, to neatly store some material on the road verge directly in front of the Site.

b. Breach

- (i) The Owner shall be fined R2000.00 per offence.
- (ii) The Owner shall be financially and legally liable for any damage to road surfaces, sidewalks and or kerbs caused through its building operations.

3.10 ADVERTISING & BUILDERS BOARD

3.10.1 Advertising

a. Description

The Owner Builder/ Contractor shall not place any advertising material on the Estate save for the approved "Estate Builders Board" for the duration of the construction period. The builder's board must be removed within one month from completion of construction on the Site.

b. Breach

- (i) Unauthorised/ unapproved advertising material/ builder's boards will be removed from the Site/ Estate without notice.
- (ii) Any such material held by management will be discarded/ destroyed after 2 (two) days.
- (iii) The Owner shall be fined R2000.00 per offence.

3.10.2 Builders Board

a. Description

It is the responsibility of the Contractor to erect the Estate Builders Board within one week of commencing work on Site. The Board must face the street entrance to the property.

b. Breach

The Owner shall be fined R2000.00 per offence.

3.11 CONTRACTOR'S DEPOSIT

The Owner is required to lodge a deposit with the SHOA Managing Agent prior to commencing with any activities on Site. See Addendum C for Contractor's Deposit information. The deposit (excluding any interest) less the cost of the repairs of any damage to the common property, will be refunded on completion of all construction activities and after a municipal building inspector signed off on the dwelling. (Proof to be presented to the SHOA)

3.12 PAYMENT OF FINES

a. Description

The Owner shall be notified in writing of any contraventions and the amount of each fine which must be paid to the SHOA Managing Agent within 30 days from the date of the issuing of the fine. Proof needs to be presented to the SHOA when a payment has been made.

b. Breach

In the event of the Owner failing to pay the fine on time, the contractor/ and or employees will be denied access onto the Site until the fine is paid in full.

3.13 WEAR AND TEAR LEVY

a. Description

The Owner is required to pay a non-refundable wear and tear levy to the SHOA prior to commencing with any building operations. See Addendum C for the Wear and Tear Levy information. These funds will be utilised to maintain any infrastructure on the estate due to construction activities as a result of wear and tear.

b. Breach

In the event of the Owner failing to pay the required levy, the contractor/ and or employees will be denied access to the Site.

3.14 HEALTH AND SAFETY REGULATIONS

a. **Description**

The Owner Builder/ Contractor shall at all times comply with the Health and Safety Regulations as per the Occupational Health and Safety Act (1993) and sign a Health and Safety Indemnity form attached hereto as Annexure B.

b. **Breach**

In the event of the Contractor failing to comply with any of the Health and Safety Regulations, he shall be liable for fines and penalties determined by the Health and Safety Inspector.

3.15 GRIEVANCE PROCEDURE

- (i) The Owner/ Contractor shall refer any dispute/ grievance in respect of any transgression and/ or penalty in terms hereof, in writing to the SHOA, within 7 (seven) days of the occurrence complained of.
- (ii) The Board of Trustees will appoint a subcommittee who will rule on the matter. The ruling of the subcommittee shall be final.
- (iii) If no written objection to a fine or penalty is received by the SHOA within 48 (forty-eight) hours (Saturdays, Sundays and public holidays excluded) of the imposition of the fine or penalty, it shall not be subject to review by the Sub Committee.

3.16 REPEAT OFFENDERS

Should a contractor be found guilty of repeatedly transgressing these rules he/ she will be fined R8000.00 and will have to appear before the Board of Trustees. The contractor will not be allowed on Site until the fine is paid in full.

3.17 ADDITIONAL RULES & REGULATIONS

The SHOA can at any time add regulations to improve the management of contractors and such new regulations will apply to all contractors from the date they are implemented.

SIGNED at _____ on this _____ day of _____ 20__

THE CONTRACTOR:

Name of person who warrants that he/she is duly authorised.

SIGNATURE

THE OWNER:

Name of person who warrants that he/she is duly authorised.

SIGNATURE

SILWERSTRAND HOMEOWNERS' ASSOCIATION:

Name of person who warrants that he/she is duly authorised.

SIGNATURE

SHOA SECURITY PROTOCOL

- (iii) Builder/ company & subcontractors must register with security.
- (iv) Criminal record of each worker/ member must be submitted upon registration.
- (v) Copy of identity document/ work permit or special permit must be provided.
- (vi) Once all documentation is received, the worker/ member's photo will be taken.
- (vii) Worker/ member will then be loaded onto the contractor's facial scanners for the respective area where they will be working.
- (viii) Worker/ member with a criminal record will first be discussed by the security manager and board of trustees. The type of criminal record will be decisive.
- (ix) Worker/ member will only gain access to the Estate for the duration of the construction project.
- (x) Any worker/ member requiring extension of their term will only be accepted upon written request by the company owner/ builder.

HEALTH AND SAFETY INDEMNITY

To: **SILWERSTRAND HOMEOWNERS' ASSOCIATION**
("SHOA")

I/ we, the undersigned

("the Contractor")

Herein represented by -----

who warrants that he is duly authorised to act herein on behalf of **the Contractor**.

hereby agree and irrevocably undertake:

to keep you indemnified and hold you harmless against all or any loss, damage or costs, including but not limited to the costs of litigation should action be instituted against you, arising from any breach of and or noncompliance with the Health and Safety Regulations applicable to construction and building work undertaken by me on the Estate.

I further irrevocably undertake to take out and maintain, for the period during which I shall be building on the Estate, insurance against the risks inherent in the construction and building work to be undertaken by me on the Estate, and to furnish the SHOA with a copy of the insurance policy before commencing with any building activities, failing which I shall not be allowed to commence/continue any building activities until I have done so.

SIGNED at ----- on this ----- day of ----- 20__

in the presence of the undersigned witnesses

Witnesses:

2. -----

2. -----

PLAN SCRUTINY FEES:

New Rates

Plan Scrutiny fees from July 2024 to June 2025

Plan Fees for new Dwellings

R4,200 Plan Scrutiny
R5,130 Wear and Tear Levy
R1,500 Water Meter
R10,830 TOTAL FOR NEW DWELLINGS

Other fees

R8,000 Building Deposit
R1,000 Monthly Building Control Levy (houses under construction)
R2,565 Wear and Tear Levy – Additions, alterations, and swimming pool to existing dwelling.
R2,100 Additions/ swimming pools (additions to existing house)
R2,100 Re submission of house plans
R1,050 Small alterations (fences, windows, doors etc.)