

## UNDERTAKING - ALTERATIONS / ADDITIONS

I, the undersigned

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the owner \* of Erf \_\_\_\_\_ situate within the township of Erinvale, Somerset West (hereinafter referred to as "the Member")

**\*If an authorised representative of the owner a certified copy of the authorisation must be provided**

1. Do hereby undertake and agree in favour of the Erinvale Country Estate Home Owners' Association (hereinafter referred to as "the Home Owners' Association") Member shall:

1.1. Not commence any building work and/or construction activity nor remove any tree on the above Erf prior to the approval by the Home Owners' Association of building plan/s in respect thereof;

1.2. Not deviate from any building plan approved by the Home Owners' Association prior to the issue of written approval by the Home Owners' Association of a plan reflecting the deviation intended;

1.3. Fully and punctually comply with the rules and regulations of the Home Owners' Association in relation to the execution of building work at Erinvale and in particular the regulations governing building contractor activity and the code of conduct;

1.4. Be responsible for and ensure that every contractor employed by the Member, alternatively sub-contracted by any contractor employed by the Member, shall comply fully and punctually with the rules of the Home Owners' Association and in particular the regulations governing building contractor activity and the code of conduct;

1.5. Pay such deposits as the Home Owners' Association may require to secure compliance with the rules and regulations of the Home Owners' Association and/or the terms and conditions hereof;

1.6. Allow representatives of the Home Owners' Association in the capacity of such professionals as it may see fit, to inspect all buildings and/or structures.

1.7. Ensure that construction shall be completed within six months of commencement failing which penalties equal to four times the monthly levy payable by other members of the Home Owner's Association may be imposed by the Home Owners' Association. Commencement shall be the date the Home Owners Association's Estate Manager records that the builder has started work on the site. Completion is when the Estate Manager records that a completion inspection has been requested from the Council, subsequently resulting in a completion certificate.

1.8. Will not commence painting the exterior of the dwelling until the paint colour chosen has been approved by the Home Owners' Association.

2. Agree that in the event that the member and/or any person or entity contracted by the Member and/or any sub-contractor as envisaged in sub-clause 1.4. above, breaches, causes and /or suffers the undertakings herein referred to be breached, and fails to remedy such breach within 7 (Seven) days of receipt by the Member of written notice for the remedy of such breach, the Home Owners' Association shall be entitled in its entire discretion and at its election to:

2.1. Require the Member to cause all contractors referred to herein before to cease all building and/or construction work forthwith and until such time as the breaches complained of by the Home Owners' Association have been remedied to its satisfaction; and/or

2.2. Require the Member to put up such deposits upon such terms and conditions as the Home Owners' Association may demand (including conditions as to forfeiture); and/or

2.3. Require the Member to demolish that portion of any building or structure that is not in compliance with the plans approved by the Home Owners' Association and to stop all further building work until the respective portion of any offending building or structure has been demolished to the extent that it is not in compliance with the plans approved by the Home Owners' Association; and/or

2.4. Require the Member to pay all legal and professional fees and costs on the scale as between attorney and own client that may be incurred by the Home Owners' Association pursuant to a breach of this undertaking an/or in enforcing the undertaking.

3. Hereby acknowledge that I have read and understood the regulations governing building contractor activity and the code of conduct and that the Member will require any contractor employed to take the terms and conditions thereof and hereof into consideration when quoting in respect of construction activity and/or building work to be executed at Erinvale. I, in my capacity aforesaid, also undertake to cause all my contractors and sub-contractors that may gain access to Erinvale to sign the document entitled "Regulations Governing Building Contractor Activity and Code of Conduct" prior to the commencement of any building activity on the Erf referred to and to sign such document myself.

4. Hereby indemnify the Home Owners' Association against any claim that may be made against it by any person for any loss or damage suffered as a result of the execution of any building and/or construction activity in relation to the Erf referred to, or by the Home Owners' Association lawfully exercising its rights and remedies in terms hereof.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this the \_\_\_\_ day of  
\_\_\_\_\_ 20\_\_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

\_\_\_\_\_  
**The Member or representative**

who warrants that he/she is duly authorised thereto

(NB - certified authorisation to be attached where applicable) AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

THUS ACCEPTED ON BEHALF OF THE ERINVALLE COUNTRY ESTATE HOME  
OWNERS' ASSOCIATION ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
**Erinvale Country Estate Home Owners' Association**