

HERON HILL HOMEOWNERS ASSOCIATION

CODE OF CONDUCT AND RULES AND REGULATIONS
(collectively referred to as RULES)



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SECTION A: GENERAL

1: INTRODUCTION:

1. These rules are designed to promote and protect the high-quality lifestyle and the security to which residents of the Heron Hill Garden Estate aspire. The prime objective of the Rules and Regulations is to preserve and enhance safety and security, the harmonious internal and external control, the aesthetics, and the environment.
2. The rules contained herein have been established in terms of the Memorandum and Articles (MOI) of the Heron Hill Homeowners Association (HOA), and they are binding upon all residents and owners, their families, their guests/visitors, employees, domestic workers, gardeners. Owners, residents, and their contractors are also bound by any decision taken by the Board of Directors (BOD) in interpreting and enforcing these rules.
3. Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate. General consideration of all residents by, and for each other, will greatly assist in assuring harmonious relations within the Estate.
4. In the event of annoyances or complaints, the parties involved should attempt, as far as possible, to settle the matter between themselves, exercising tolerance and consideration. When a problem cannot be resolved, the matter should be brought to the attention of the BOD for further recommendation in terms thereof. The Directors, who meet monthly, will entertain written submissions only.
5. The BOD, and or designated authority (Estate Manager) is responsible for enforcement of the Rules. Their decision is final and binding in respect of the interpretation of these rules.
6. These rules are subject to change from time to time by the BOD.
7. Owners will be held responsible to communicate these rules with their entire households, workers, and contractors. Owners must ensure that tenants receive a copy of these Rules before their date of occupation.
8. Consideration by all residents for the rules and each other will greatly assist in assuring peaceful coexistence in the estate

2. DEFINITIONS

The words and phrases contained in the Memorandum of Incorporation, as well as the following words and phrases, shall have the meanings set out hereunder respectively, whenever used in this document. Note that words importing the singular shall include the plural and vice versa, the masculine gender shall include the feminine gender, natural persons shall include juristic bodies.

“Alienate” means any unit, erf or portion of an erf, part thereof or undivided share therein, and without derogating from the generality of the foregoing transfer of any rights or interest whatsoever in respect of a unit, erf or portion of an erf, howsoever arising and whether voluntarily or involuntarily and includes by way of sale, exchange, donation, deed, intestacy inheritance, will, cession, assignment, court order of insolvency, irrespective of whether such alienation is subject to a suspensive or resolutive condition, and alienating has a corresponding meaning.

“Board of Directors” means the Board of Directors of the Home Owners Association from time to time (hereinafter referred to as BOD)

“Board Resolution”	means a Resolution by the Board of Directors where each Director has 1 (one) vote on a matter before the Board and a majority of the votes cast on the Resolution is sufficient to approve it (section 73(5)(c)(d))
“Chairman”	means the Chairman of the Board of Directors from time to time
“Common Property”	means such part of the land as may be designated as such in any manner or in terms of any law or condition or authority for use in common by Members or the public and in the case of a sectional title development scheme, common property as defined in the Sectional Titles Act
“Developer”	means AJAX AVENUE DEVELOPMENTS (PTY) LTD NO 2005/034073 and includes its successors in title, nominees, and assigns
“Director”	means a member of the Board as contemplated in section 66 or an alternate Director, and includes any person occupying the position of a Director or alternate Director, by whatever name designated. Director includes a Prescribed Officer or a person who is a Member of a Committee of a Board of the Company or of the Audit Committee of the Company, if applicable, irrespective of whether or not the person is also a Member of the Company’s Board (section 1 of Act 71/2008)
“Duet Stand”	means a stand in the Township where an owner is in terms of these articles, entitled to erect two dwellings
“Estate Manager”	means the Estate Manager appointed by the Board of Directors from time to time, who will be responsible for managing and effective running of the Estate
“Firearm”	means all firearms and includes pellet guns, air guns, paintball guns, potato guns, slingshots, blow darts, bows, crossbows, knives, swords, etc.
“Home Owners Association”	means HERON HILL HOMEOWNERS ASSOCIATION (NPC), (Home Owners Association incorporated under Section 21) ;(hereinafter referred to as the HOA)
“Levy or contributions”	means the levy and other contributions as referred to in Article 3.7
“Local authority”	means the local authority having jurisdiction over the development scheme, inclusive of SAPS and municipal workers
“Managing Agent”	means any person or body appointed by the Developer or the Home Owners Association as an independent contractor to undertake routine management of the scheme and of the affairs of the Home Owners Association. If the managing agent be a corporate body, any reference to the managing agent as a Member of any Committee shall be deemed to be a reference to a nominee or appointee of the managing agent approved by the Board
“Member”	means a Member of Heron Hill Home Owners Association (NPC)
“Memorandum of Incorporation”	means the Memorandum of Incorporation of the Heron Hill Home Owners Association NPC, as registered in 2015 (hereinafter referred to as the MOI)
“Pets”	means only dogs and cats
“Purchasers”	means all such persons as having acquired rights, regardless as to the nature therein relative

to and which gives rise to or purports to give rise to an entitlement to own a unit or an erf forming part of the development scheme

“Refuse”

means garden refuse, other rubbish, building waste

“Residents”

means owner and/or tenant residing at the property within the Estate

“Roads”

means such roads as may be constructed on the property including all rights of way servitudes

“Tenant”

means the person leasing or renting the property from the owner

“Vehicle”

means all vehicles, including vehicles of employees, visitor’s business vehicles, recreational vehicles, motorbikes, scooters, quad bikes, boats, caravans, trailers, or trucks of any kind

SECTION B. RULES:

1. STREETS WITHIN THE ESTATE:

The streets of Heron Hill Garden Estate are for the use of all residents. Please note that vehicles are part of the street environment, but not necessarily the dominating factor. Note further that all vehicles are parked at a motorist's own risk, and that the Estate will not accept any liability for any loss, theft, or damage.

Note that these Rules and Regulations apply to all vehicles, including vehicles of employees, business vehicles, recreational vehicles, motorbikes, scooters, quad bikes, boats, caravans, trailers, or trucks of any kind.

1.1 All roads in the Estate are subject to the relevant road traffic ordinances or bylaws.

1.2 The speed limit is restricted to 25 km per hour throughout the Estate.

1.3 Save for the above, the local Road Traffic Ordinance regarding road and street usage will apply.

1.4 Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety. Children may not be unsupervised in the streets.

1.5 Internal combustion engine-powered vehicles are not allowed to drive anywhere except in the streets of the Estate. Traffic circles sidewalks and curb sides are off-limits.

1.6 Parking on sidewalks, common property, vacant stands, in front of other residence gates, municipal services and in the streets opposite traffic islands is not allowed.

1.7 The HOA, through its authorised representatives, has the authority to apprehend and fine, alternatively, remove or tow the vehicle at the risk and expense of the motorists who disregard the rules of road use contained herein.

1.8 The BOD will determine the amount of the fines which will be levied from time to time and notice will be given of the amount of the fines so determined.

1.9 No "veldt" motorcycles, such as scramblers, quad bikes, three-wheelers etc., will be allowed to use the roads if they would not be allowed on a normal municipal road.

1.10 Only licensed and roadworthy vehicles will be allowed:

1.10.1 Such use will be restricted in terms of noise emission, and the Estate Manager has the sole delegated power to determine if such a vehicle is unnecessarily noisy or not. The Estate Manager may bar the driving of that vehicle within the Estate, until such time as the necessary modifications have been done thereto.

1.10.2 The Estate Manager must evaluate the vehicle before it can be driven within the Estate again. Should the offender persist in driving the vehicle, without prior permission from the Estate Manager, the offender will be fined to an amount equal to the normal fine for violations applicable at the time of transgression.

1.11 Bicycles have preference in the usage of the estate roads over that of vehicles Children and cyclists must however adhere to all the rules of the road as well as the rules of the Estate regarding road usage.

1.12 No vehicle maintenance business or repairs shops of any vehicles (running of own mechanical workshop, motor vehicle repairs for external parties mechanical shall be not permitted within the Estate, , save for normal washing or cleaning of a residents vehicle inside a resident's stand.

1.13 Unnecessary hooting is not permitted within the Estate, or at the entrance gates. (hooting is permitted to warn oncoming traffic, to avoid an accident or any pedestrian traffic including children.

2. BUSINESS RIGHTS:

2.1 No business or commercial activity or hobby of any kind, which could be a security threat or would cause aggravation, nuisance or disturbance to fellow residents may be conducted within the Estate. These activities include, but is not limited to, auctions, jumble sales, guest houses, Airbnb, office ventures and communes.

2.2 No business may be conducted from the private properties within the Estate without prior permission received in writing, from the BOD. The Estate Manager does not have the authority to allow or approve business rights within the Estate.

2.3 All applications to conduct business from properties within the Estate must be submitted in writing, to the Estate Manager, who will place the application to be heard on the next ensuing Board Agenda. Results of applications will be conveyed to the applicant within 24 hours from the date of the Board meeting. The BOD decision is final, and no appeal is possible. Re-application will be entertained, in the event of new or additional information becoming available.

2.4 The following are criteria that will be taken into consideration when the BOD entertains an application:

2.4.1 Will the business cause an influx of visiting vehicles and visitors onto the Estate?

2.4.2 Will the business generate noise and what would the extent of the noise be?

2.4.3 What would the effect of the business on the immediate neighbouring properties be?

2.4.4 Will the business enhance the danger of criminal elements? (Jewellery manufacturing, etc.)

2.4.5 Would the business be dependent on advertisement and high visibility?

2.4.6 Is the business beneficial to the general character of the Estate?

2.4.7 Would the business enhance the desirability of the Estate for prospective investors?

2.4.8 Will the business enhance the general value of the Estate, not have any effect on it, or be detrimental thereto?

2.4.9 Would the business require additional building construction on the intended premises?

2.4.10 What do the direct neighbours of the applicant have to say about the conducting of the intended business on the applicant's stand? Write approval must be obtained from the directs neighbours.

2.4.11 Are there adequate parking as to prevent sidewalk parking?

2.4.12 Is the application in accordance with the Town Planning Scheme?

2.5 Approval will be for a maximum period of one year after which a new application must be lodged by the occupant. Each subsequent application will be dealt with as a new application, and previous approval should not be deemed confirmation of current approval.

2.6 The Home Office may not exceed 60 m² in total.

2.7 The BOD'S decision is final, and no appeal is possible.

2.8 All business operations must adhere to the criteria and conditions as specified by the BOD and to local municipal by-laws and regulations.

2.9 By lodging an application for the granting of business rights within the Estate, the applicant confirms that all

criteria and conditions as specified in the MOI and municipal by-laws are adhered to.

2.10 The HOA will not accept any responsibility for costs incurred due to the approval / rejection / subsequent rejection of such an application.

3. GENERAL CONDUCT OF RESIDENTS AND USE OF PROPERTY:

Note that these Rules and Regulations apply to all residents, tenants, their family members, and their visitors.

3.1 Properties are to be used by a single family for residential purposes only. No communes will be permitted and no activities causing a security risk to other residents will be permitted.

3.2 The volume of music or electronic instruments should be tuned to a level so as not to be heard on adjacent properties.

3.3 Social gathering must be conducted with the minimum noise generation, and no music, noise or merrymaking may be heard outside the boundaries of the applicable stand.

3.4 No social gathering may be held on a property sidewalk or the street-facing side of a property closer than 5 meters from the street.

3.5 The DIY mechanical maintenance of resident's personal vehicles will be conducted out of sight from the Estate streets and may never cause disturbance and intrusion to neighbours and/or other Estate residents. Test-driving of serviced vehicles should be conducted outside of the boundaries of the Estate.

3.6 The provisions of 3.3 apply mutatis mutandis to the DIY maintenance of any internal combustion engine vehicles, craft or implement of whatsoever nature.

3.7 The use of power saws, lawnmowers, brush cutters, weed eaters and the like (electric mowers are preferred), will only be indulged between the following hours:
Mondays to Saturdays: 09:00 – 17:00.
Sundays and Public Holiday are regarded as "private time" and such activities and use of powered implements are not allowed.

3.8 All levels of noise should cease completely by 22:00, Sunday through to Thursday and by 24:00 on Fridays and Saturdays. Note that it is also a criminal offence in terms of Tshwane's Noise Management Policy

3.9 All complaints must be directed to Security. Complaints will be dealt with as follows;
First complaint to be reported to security. In turn security will escalate the matter to the Estate Manager, who will apply the necessary action as set out in the Estate Rules.
Should it be deemed necessary SAPS will be called in to address the matter.
Domestic Violence must be reported directly to SAPS, the HOA has no jurisdiction in this regard.

3.10 Each resident shall keep his/her property free from pests, which includes, but is not limited to rats, mice, frogs, snakes, termites, and other wood-destroying pests. Residents shall permit the HOA or its duly authorised agent or employees to inspect the property if necessary. Should the HOA determine that eradication is necessary, same will be for the owner's account.

3.11 Residents are not to meddle with any power box, water meter, street light, utility hole, fire hydrant or sewerage system within the Estate. A penalty, as determined by the BOD from time to time, will be imposed on the owner.

3.12 The HOA reserves the right to remove any movable objects upon the outside of buildings. (See article 3.19(1.4) of the MOI).

4. DOMESTIC WASHING:

4.1 Washing should only be hung on lines screened from the street and neighbouring properties.

4.2 Washing lines must be obscured from view and will only be allowed at the rear of the main house or furthest outbuilding.

4.3 No washing may be hung from windows, balconies, or the like.

5. REFUSE REMOVAL:

5.1 Refuse removal is handled by a private refuse removal company and not by the City of Tshwane.

5.2 The timetable and prescriptions for domestic refuse removal, as provided by the private refuse removal service provider shall apply. Residents are not allowed to put refuse bins on the pavement earlier than 12 hours before the day of collection thereof.

5.3 Refuse bins are not allowed anywhere other than on the pavement in front of a resident's stand on the day of removal.

5.4 Refuse bins must be removed from and stored out of sight as soon as possible after collection and emptying.

5.5 General garden refuse must be placed in a separate garden refuse bin, provided by the refuse removal company, and paid for by the resident. Residents will be responsible for cleaning up in the event that the bag messes /gets torn on the pavement

5.6 No garden refuse, other rubbish, building waste or rock may be dumped on empty stands or any other place within the Estate and should this be done, may be removed at the cost of the perpetrator, such costs to be added to his/her levy account.

5.7 Any refuse dumped in contravention of these regulations may be removed by the Estate Manager and the cost of such removal will be for the account of the perpetrator or his principal and/or the identified owner or resident.

5.8 Refuse may never be burnt anywhere on a resident's property or anywhere within the Estate.

5.9 Residents shall ensure that no refuse accumulates on their stands.

6. FIREWORKS AND FIREARM USE:

6.1 No fireworks may be set off within the boundaries of the Estate.

6.2 As the discharge of fireworks has been prohibited by-law, Explosives Act 15, 2003, and Tshwane Municipal Bylaws, criminal charges will be brought against any perpetrator.

6.3 Discharging a firearm in a residential area has been outlawed and is therefore prohibited within the Estate. Criminal charges will be instituted in all cases of unlawful firearm discharges.

7. THE STREETScape:

7.1 Every owner has a responsibility to the Estate as a whole to maintain/cut the lawn/ take care of weeds and flowerbeds in the area (next to his /her stand) between the road curb and the boundary of his property, commonly referred to as the sidewalk.

7.2 Damage to the common property will be for the account of the perpetrator or the legal guardians of minors committing offences or the principal(s) of contractors. In the event that the perpetrator was a visitor / family member / tenant / employee of a resident, and cannot be located, the damage incurred will be for the owner's account.

7.3 The need for repairs of such damages is to be reported to the Estate Manager as soon as possible. The Estate Manager will notify the perpetrator of the damage inflicted. The perpetrator will be given the opportunity to, within three working days from the date of the notice, repair the damage at his/her own cost, whereafter, without further notice, the Estate Manager will undertake the repairs at the expense of the offender.

7.4 Payment of such repairs will be levied against the monthly levy account payable to the HOA and will be added to the account of the perpetrator for payment at the end of the ensuing month.

7.5 Curb sides and sidewalks may not be used as storage facility for sand, top-dressing, gravel, bricks etc. It is the responsibility of the owner of the stand, to clear the curb side or sidewalk within one working day, from date of accidental delivery thereon, to avoid fines.

7.6 Maintenance of Curb sides and sidewalks are the responsibility of the owner or resident of the particular stand. Sidewalks and curb sides should preferably only be covered with grasses such as lawn, kikuyu, Canada Green, or cobblestone paving to allow free access to pedestrians. For any other type of cover, the prior written permission of the HOA must be obtained.

In the event of non-compliance with this rule, the Estate Manager will prepare the sidewalk and plant same with kikuyu and the reasonable cost thereof will be recovered from the relevant owner. The owner will be given seven days prior written notice before the Estate Manager will commence with the preparation of the sidewalk. No further notice will be given thereafter, and the work will commence and be completed forthwith.

7.7 Garden fences, walls, and outbuildings, which form part of the streetscape, must be maintained, and painted where necessary. The neglect to do so will result in the HOA effecting the necessary upkeep, repairs or replacements or painting of structures, and the reasonable cost thereof charged to the owner. Written notice to such effect will be given at least seven days prior to the execution thereof to have the resident/owner placed in a position to rectify same at own expense.

7.8 No Wendy houses will be allowed. Outbuildings (tool sheds, trailer stores, boat stores etc.) must complement the style of the main dwelling, may not be visible from the street and must be approved by the Estate Manager before they are erected.

7.9 Accommodation for pets must not exceed 1,20m in height and may not be visible from the street.

7.10 Tool sheds, dog kennels, caravans, trailers, boats, and similar vehicles should be sited out of view and screened to the satisfaction of the HOA from neighbouring properties.

7.11 Building material may not be dumped on the sidewalks under any circumstances; notwithstanding the fact that construction is in progress or that refuse, or rubble removals have been ordered. All building materials/waste must be kept on the owner's stand.

7.12 No trees, plants or lawn on the sidewalk may be removed without the permission of the BOD.

7.13 Planting of shrubs, trees, flowers, or plants should not interfere with pedestrian traffic or obscure the vision of motorists. Should trees be planted on sidewalks, owners must liaise with the Estate Manager to prevent trees from being planted on top of sewer and water main lines.

7.14 Lean-to's and temporary carports will not be allowed.

8. ENVIRONMENTAL MANAGEMENT:

8.1 The Estate Manager may issue fines up to the maximum as determined by the general meeting of the HOA. Fines will be added to the monthly levy in case of non-payment. The normal appeal procedures may be followed in the event of a dispute of facts, except if the rules stipulate that the decision of the BOD or Estate Manager is final.

8.2 Residents are required to leave the common property which they visit in the same condition that it was found.

8.3 Flora may not be damaged or removed from common property.

8.4 Fauna of any nature may not be harmed or trapped in common property, be it by people or by dogs, unless they pose a danger to life.

8.5 Residents are responsible for maintaining , trimming trees, plants and shrubs planted on their sidewalks in order to ensure that they do not interfere with road visibility .In the event of damage to same, or the demise thereof, the resident will be notified by the Estate Manager, to have it replaced or treated.

8.6 Residents are expected to maintain a high standard of garden frontage and sidewalk maintenance. Lawns must be kept short and edges trimmed. Hedges must be suitably shaped and may not consist of poisonous or pungent plants.

8.7 Residents must ensure that declared noxious flora is not planted or growing in their gardens as well as to adhere to the Indigenous Plants and Protection Act, No. 185 of 2000.

8.8 Swimming pool water may not be emptied onto the green areas but must be channelled into the sewerage system, as per City of Tshwane bylaws.

8.9 The owners of vacant stands must keep them clean and veld grass or foliage must be kept short to prevent veld fires as well as for security reasons. Veld grass or foliage must not be allowed to grow higher than 60 cm. Grass taller than the prescribed height may be trimmed by the HOA and the expense thereof will be added to the monthly levy and recovered from the relevant owner.

8.10 Residents may make use of open common property, entirely at their own risk at all times.

8.11 Floodlights must be adequately screened as not to cause discomfort to neighbours.

8.12 Only indigenous trees may be planted on the sidewalks. In terms of the Architectural Rules and Guidelines it is a condition imposed on all owners who apply for registration of building plans that at least one indigenous tree must be planted on the sidewalk of all applicants who apply for approval of building plans. A list of the indigenous trees approved for sidewalks is attached hereto. Residents must water and maintain trees and plants planted on the sidewalks.

9. SECURITY

9.1 ACCESS CONTROL: RESIDENTS

9.1.1 Residents must comply with the access control protocol implemented by the BOD from time to time.

9.1.2 All residents (owners and tenants) may apply for registration for biometric access.

9.1.3 Residents are requested to treat all security officers in a courteous, co-operative, and patient manner. No outbursts or any form of verbal abuse towards security officers will be tolerated.

9.1.4 New residents (owners/residents) must advise the Estate Manager of their cellular phone number and address to enable Security to make contact for permission to allow visitors to the residence.

9.1.5 Access cards may not be utilised by anyone other than the registered Home Owner including domestics and gardeners, nor may they be loaned to other persons.

9.1.6 Should a resident not have his/her access card, he/she will be treated as a visitor.

9.1.7 No tailgating will be allowed whatsoever, and should the perpetrator be caught, a fine will be imposed, same which shall be determined by the BOD from time to time.

9.1.8 Procedure to apply for an access:

- Present positive proof of ownership to stand (deed document or rental agreement).
- A copy of the rental agreement will be kept on record with the Estate Manager, and information managed will be accordance to Protection of Personal Information Act, 2013.
- Present your original ID and driver's license to the Estate Manager.
- The Estate Manager will scan your ID document and take a photo of the registered resident
- The access will be activated on the ClickOn system.
- The fingerprint of the resident will be registered on the biometric database.
- In instances, where a resident biometric is unreadable, an access card will be issued.

9.1.9 Lost or stolen access cards must be reported to the Estate Manager immediately, and further, the cost for a new access card should be paid directly to the managing agent.

9.2 ACCESS CONTROL: VISITORS TO RESIDENTS:

9.2.1 The officer will verify the vehicle registration number with the license disk. Should it differ, the vehicle will be denied access.

9.2.2 The officer will ask for the driver's license and scan the license.

9.2.3 The officer will confirm the name and unit number of the resident they intend to visit.

9.2.4 The officer will then confirm with the resident if the visitor is allowed access via the intercom.

9.2.5 The resident will grant or deny access via his/her cell phone. If no answer, access is denied.

9.2.6 A customer of a resident will be treated as a visitor and must enter via the visitor's lane.

9.2.7 The visitor must use their access code to exit the Estate.

9.3 ACCESS CONTROL: OTHER VISITORS

9.3.1 Prospective purchasers will only be allowed into the Estate if accompanied by the appointed sales representative(s) or the owner of the property, which is for sale.

9.3.2 The Sheriff of the Court, SAPS, Medical Services, Fire Bridgade, Municipal Bodies and accredited (registered) Armed Reaction teams will be granted immediate access to the Estate, however, same will be accompanied by security.

9.4 ACCESS CONTROL: DOMESTIC WORKERS / DOMESTIC SPOUSES/ GARDENERS / NIGHT WATCHMEN

9.4.1 Residents/Tenants who utilise the services of a domestic worker, and/or gardener must register them and their spouses (who live with them) by completing the prescribed application/registration forms at the security gate and provide the HOA with all relevant documentation required by the HOA.

9.4.2 A domestic worker, domestic spouse or full-time gardener shall at all times adhere to the access control regulations of the Estate.

9.4.3 A domestic worker and gardener who work on a day-to-day basis, will only be granted access during normal business hours.

9.4.4 Day and/or overnight visitors for domestic workers and gardeners are not allowed unless prior consent has been obtained given by the Estate Manager. This is to ensure the highest security in the Estate.

9.4.5 All disputes between residents and their employees shall be settled between the parties and within the boundaries of the resident's property.

9.4.6 Registration Procedure (form on the webpage)

- The resident must complete the registration document and attach copies of the worker's legal ID document/passport. (Passports must be valid and a current work permit must be in place, if not access will be denied.)
- The Estate Manager will then take a picture of the worker and load it onto the database.
- The respective domestic worker/gardener will then be issued with an access card which contains their photo.
- Domestic workers/gardeners must use their cards whenever they enter/exit the estate.
- Domestic workers/gardeners must keep the cards with them while working in the Estate and must produce the cards whenever requested by the guards, armed patrols, or the Estate Manager.
- Owners / employee's must immediately inform the guards/Estate Manager when an access card has been lost, or if the worker is no longer in the employment of the owner / tenant.
- The owner must confiscate access cards upon termination of employment as well as inform the Estate Manager of the termination of employment so the card can be disabled.

9.5 HOUSE ALARMS:

9.5.1 Alarm systems for residences, are required to be compatible with the electronics of the Estate security system, therefore alarm systems may only be installed by a vendor "accredited" by the BOD, to ensure alarm system standards within the Estate.

9.5.2 It is strongly recommended that the security providers information be handed to the Estate Manager for record purposes.

9.6 SECURITY: GENERAL

9.6.1 Owners/residents living on property adjacent to the Estate boundary must ensure that the inside of the perimeter wall be kept clean from flora which may interfere with the working of the boundary security system.

9.6.2 No resident may refuse access to his/her property when any form of maintenance (preventative or ongoing) is to be carried out to the perimeter wall and/or security related equipment (solar panels, energizer boxes etc). Notice of such maintenance will be given to the relevant residents in advance.

9.6.3. Repairs and maintenance times will be coordinated with the Estate Manager. Residents must be cooperative regarding any fence/wall-related issues, as this poses a major security risk and impacts on all residents within the Estate.

9.6.4 Residents are not allowed to acquire the services of "external" unregistered armed reaction units, as no company other than the "accredited" registered armed reaction unit will be allowed within the Estate.

9.6.5 A resident may, at his/her own expense, post a security officer on his/her premises from the accredited security company as appointed by the HOA. Residents are requested to inform the Estate Manager if they employ such a person.

9.6.6 Residents are requested to inform the Estate Manager / Security if they will be away from their premises for a period of longer than 4 days. If applicable, full details must be provided of the person/s that will be occupying the premises during that time.

9.6.7 It is recommended that social gathering with more than 10 people, pre clearance codes be obtained. This will aid to the security of the estate.

9.6.8 Security may under no circumstances accept parcels on behalf of owners.

10. TENANTS:

10.1 Should any owner let his/her property, he/she shall advise the Estate Manager in writing and in advance of the intended occupation by a lessee. The owner will supply the name of the lessee, personal information of the lessee such as ID number and alternative contact address, as well as the period of effect of such lease. The onus is on the owner to inform the lessee of all regulations and to have the adherence to the Code of Conduct, Rules and Regulations made an express condition of the lease agreement. The lessee is bound to adhere to such Code of Conduct, Rules and Regulations, and a copy of same should be provided to the lessee.

10.2 Once a lease agreement is concluded between an owner and a tenant, the HOA will assume that the tenant has received a copy of the Code of Conduct and Rules and Regulations. Note that penalty fees which arise due to non-compliance of the Code of Conduct and Rules will be debited to the owner's levy account.

10.3 The registered owner of a property within the Estate is liable for the conduct of his/her tenants, visitors, invitees, contractors, and employees, and he must ensure that such parties adhere to the Code of Conduct and Rules and Regulations.

10.4 Tenants are not allowed to run home-businesses in the estate.

10.5 The moving in and out of furniture of new owners, residents, tenants will be limited to, for example, 08:00 to

20:00 during week days and 09:00 to 15:00 on weekends unless prior arrangements have been made. The responsibility is on the owner to inform the tenant of same. Shipping/ storage container shall not be permitted within the Estate.

11. LETTING AND RESELLING PROPERTY:

11.1 To ensure that the Code of Conduct and Rules and Regulations of the HOA are strictly complied with, estate agents must be registered by the Estate Manager before they will be entitled to operate in the Estate. Estate Agents will receive their own biometric access to enter the estate. The names, particulars and contact persons of these agencies are available at the offices of the Estate Manager.

In the event of an owner appointing an agent of his/her own choice, that is not registered with the estate, the owner must ensure that the appointed agent be registered with HOA.

11.2 No Estate Agents will be allowed to display any signs within the Estate at any time.

11.3 The accredited estate agent must ensure that the purchaser / lessee is informed and received a copy of the Code of Conduct and Rules and Regulations, and any other regulations applicable at the time.

11.4 A clearance certificate must be obtained from the HOA or it's managing agent prior to registration of transfer. This will only be issued if all outstanding debts to the HOA have been paid and if the Purchaser has bound himself to the satisfaction of the HOA to become a member of the HOA and to be bound by its Code of Conduct and Rules and Regulations.

11.5 The purchaser of a property in the Estate confirms that on registration of the property into his/her name he shall automatically become a member of The Heron Hill Homeowners Association and that he shall obtain membership subject to the Memorandum and Articles of Association and the Code of Conduct and Rules and Regulations of the HOA. Copies of these documents are available for inspection with the Estate Manager and the purchaser confirms being aware of the provisions thereof.

11.6 The purchaser of a property in the Estate shall remain a member of the HOA and be bound to its provisions for so long as he /she remains the registered owner of the property.

11.7 Should the purchaser of a property in the Estate sell the property he will be obliged to inform the new purchaser of the HOA and the new purchaser's obligations in terms of its provisions.

11.8 The purchaser of a property in the Estate shall require the prior written consent of the HOA to sell or alienate the property, right or interest therein, which consent will not unreasonably be withheld. The conditions of alienation as set out in article 2.14 (1) shall be a condition of the sales agreement.

11.9 As from date of transfer the purchaser of a property in the Estate shall be liable for payment to the HOA of a levy as determined by the HOA, which levy shall be utilized inter alia towards maintenance of the common property belonging to the HOA and the security fence, other amenities, as well as payment of disbursements relating to security matters and for such other purposes as the Memorandum and Articles of the HOA may prescribe. Such levy shall not include rates and taxes for which the purchaser shall remain liable separately. Duet stands will attract a levy of 1½ of the amount levied for other stands, if two dwellings are built on it.

11.10 The purchaser of a property in the Estate agrees that the following conditions may be inserted in the title deed of the property purchased by it upon registration:

11.10.1 Each owner of an Erf, or any sub-division thereof or any interest therein of unit thereon (as defined in the Sectional Titles Act) No 95 of 1986, (as amended) will, upon registration of transfer, be obliged to become a member of the said HOA and to abide by the provisions of the memorandum and articles and Code of Conduct and Rules and Regulations of the said HOA until he ceased to be an owner. No Erf, or any sub-division thereof or any interest therein or any unit thereon will be transferred to any person, if such person has, prior to transfer, not committed himself to the satisfaction of the HOA to become a member of the HOA.

11.10.2 The owner shall not be entitled to transfer the Erf, or any subdivision thereof or a sectional title unit thereon unless a clearance certificate has been issued by the HOA confirming that all monies due to the HOA have been paid and that the provisions of the HOA have been complied with and that the Transferee has undertaken to become a member, and to be bound to the Memorandum and Articles of the HOA as well as all other documents referred to therein and/or associated thereto.

11.10.3 No improvements of any nature whatsoever shall be executed on the Property, nor shall any exterior alterations, renovations or extensions to any buildings or other structures erected or to be erected on the Property be made without the prior written approval of the HOA, which consent shall not unreasonably be withheld.

11.11 In the event that the Registrar of Deeds requiring amendment of the conditions referred to in 11.10 above in any manner to effect registration of an Erf, the purchaser agrees to such amendment.

11.12 No property may be let or utilized for purpose of a commune.

11.13 All lessees of properties in the Estate acknowledge that upon occupation of the leased property that they, their family, their visitors, and servants shall be subject to this Code of Conduct and Rules and Regulations.

11.14 The owner/lessor must personally ensure that his/her tenant receives a copy of the Code of Conduct and Rules and Regulations and any other regulations applicable at the time and he must bind the lessee to the Code of conduct and Rules and Regulations in the lease agreement.

11.15 Where tenants continuously breach the Code of Conduct, or Rules or Regulations of the Estate, the owners can be requested to terminate the lease agreement and or be held liable for the maximum fine allowed under the HOA rules. This clause must be written into the lease agreement.

11.16 The above shall mutis mutandi apply to the seller and a private sale transaction.

11.16 **ADVERTISEMENT BOARDS:**

11.16.1 No advertisement boards will be allowed in the Estate or on the perimeter wall of the Estate or at the main entrance thereof, except for the duly registered / accredited Estate agents boards during official sales days/hours.

11.16.2 Such Estate Agents boards will only be placed on the main entrance/gate to the applicable property and may not be placed on the sidewalk. The board may only be displayed during official agreed sales hours.

11.16.3 The board may not be bigger than 750mm x 600mm.

11.16.4 The board may not be displayed after the property has been sold and must be removed within one week from the sale agreement thereof being signed.

11.16.5 All sales must be reported immediately to the Estate Manager and appointed managing agent, to update the Estate Management Records.

11.16.6 The BOD and/or Estate Manager may, without amending the Rules, waive some, or all, of the provisions of

rule 11.16 within the first two years after proclamation of the township to ensure efficient and proper marketing of the even in the Estate.

11.17 Accredited estate agents may arrange show dates for sale of properties over weekends only.

11.18 The HOA may prescribe the form and outlay of the advertising boards which accredited estate agents may display within the Estate.

12. PETS:

12.1 The only pets allowed within the Estate are dogs and cats. Note that no poultry, pigeons, aviaries, wild animals, rabbits or live stock may be kept within the Estate. In the event of an owner wishing to keep any other pet the written approval of the HOA would be necessary and such approval may be granted/refused in the absolute discretion of the HOA and, if granted, subject to such conditions as the HOA may impose. All pets must be registered with the HOA. The pet application document must be completed and is available on the web site.

12.2 Residents must ensure that their pets (as allowed) do not cause a nuisance to their neighbours. Excessive barking of dogs must be prevented by the owners of the dogs even when the owners are not at home. The number of cats and dogs shall not exceed two per Erf, i.e. one cat and one dog, or two cats or two dogs.

12.3 Pets are not allowed to roam the streets. Roaming pets will be removed immediately, without notice to the owners and be handed to the municipal pound or SPCA.

12.4 Pets must be walked on a leash in public areas. All streets and sidewalks are defined as public areas. Dogs may not be off leash in an unfenced front garden.

12.5 Should any excrement be deposited in a public area; the immediate removal thereof shall be the sole responsibility of the owner of the pet.

12.6 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be taken into custody and handed to the municipal pound or SPCA.

12.7 The owner will be responsible for any damage or injury caused to property/persons/other animals within the Estate by his/her pets, and the HOA does not accept any responsibility for any damage caused by a resident's pets.

12.8 The HOA is entitled to request the owner to remove his/her pet should it become a nuisance on the Estate.

12.9 A pet registration form must be completed by each new resident when they move in, or when they acquire a new pet.

12.10 No ritual slaughtering of animals shall be permitted within the Estate.

13. ADMINISTRATION:

13.1 The administration of the Estate is solely the responsibility of the elected BOD. They may decide to delegate certain or all of the managerial powers to the Estate Manager and/or an appointed Managing Agent, but notwithstanding such delegation they themselves shall still be entitled to exercise any of the powers, rights and entitlements referred to herein and/or the Memorandum and Articles of the Association and will be accountable as such.

13.2 The Estate Manager or the appointed Agent will collect levies, special levies, administration, and associated

charges on behalf of the HOA. All levies are due and payable in advance on the first day of each month.

13.3 Any unpaid account, outstanding for a period exceeding 60 days will be handed to the attorneys of the HOA for collection, including sequestration and liquidation of owners.

13.4 The HOA shall be entitled to recover all legal costs incurred on attorney and own client scale from owners who are in arrears.

13.5 Interest will be levied on all arrear accounts, at the maximum rate allowed by the Prescribed Rate of Interest Act 1975, alternatively, as per a Director's resolution.

13.6 The developer shall not be liable for payment of levies in respect of the unsold erven still registered in his name.

13.7 Levies will only be payable by owners other than the developer.

13.8 The levy for all stands with two dwellings erected thereon will be 1½ of the amount of the levy for the other stands.

13.9 All correspondence to the HOA must be submitted to the Estate Manager, whilst copying in the Managing Agent. Telephone conversations will in no way be seen as formal correspondence, and no arrangements or instructions will be accepted if not in writing.

13.10 All employees, agents, and contractors of the HOA will only work for the HOA and will not take instructions from the residents. Employees, agents, and contractors may not work for a resident at the resident's property whilst on duty.

14 FINES:

14.1 Upon enforcement of any of the Rules and Regulations and the Code of Conduct, which is available on Heron Hill website, the BOD will give notice to an owner requiring them to remedy a breach within 7 days, failing which the HOA have the right to introduce and enforce payment of fines against transgressors of the Code of Conduct and Rules and Regulations.

14.2 All directions /decisions not adhered to, whether indicated as carrying a fine or not, will be subject to a fine as determined by the BOD from time to time. Persistent transgression of Code of Conduct and Rules and Regulations may result in legal action being taken by the HOA to interdict an owner to refrain from further transgressions or to seek alternative legal relief. Note that the legal costs of such action will be solely for the owner's account, as calculated on the scale between attorney and own client.

14.3 Where any of the Code of Conduct and Rules and Regulations have been transgressed and a fine levied, such fine will form part of the next monthly levy due and will be due and payable on the due dates of the payment of the levy. Note that should the fine not be paid, interest will accrue on a monthly basis.

14.4 The Estate Manager may impose any fine referred to in these Code of Conduct and Rules and Regulations but may not delegate such authority to any other employee of the HOA.

15. NOTICES, DECISIONS AND APPEALS:

15.1 In the event of appeals or contesting of the facts relating to any fine imposed or decision made by the Estate

Manager written representation must be addressed to the HOA within 10 days after being made aware of such fine or decision. The Chairman shall thereafter appoint a committee of three Directors who shall adjudicate upon the issue and provide a final ruling.

15.2 The decision of the HOA is final and no further appeal is allowed thereafter.

15.3 All notices to a transgressor / resident in terms of this Rules will be served by attaching the notice to the front gate / front door of the property.

15.4 However, should a resident require an additional method of service, the onus is on the resident to duly inform the HOA in writing of same and provide the HOA with an electronic mail address, fax number, physical or postal address. Service of a notice to an additional address shall be done in terms of article 2.6 of the MOI.

16. COMPLAINTS / ARBITRATION:

16.1 In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness, and consideration.

16.2 Where a dispute, regarding the MOI and Rules of the Estate only cannot be resolved, and in particular a dispute between neighbours, the HOA will mediate, to achieve resolution between the parties.

16.2.1 A written submission must be made by the parties involved in the dispute to the BOD.

16.2.2 The BOD may at their sole discretion decide if they will arbitrate in the matter or not;

16.2.3 In the event that the BOD is of the view that they are entitled to arbitrate in the matter, the decision of the BOD shall be final and binding in respect of the resolution of the dispute;

16.2.4 In the event that the BOD is of the view that they are not prepared to arbitrate in the matter, the BOD may either:

16.2.4.1 Inform the parties involved that the BOD is not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and/or by legal action and/or arbitration;

16.2.4.2 The BOD may refer the matter to an independent arbitrator, same which is set out in article 8.1 (3) of the MOI, at the BOD discretion and with consent of both parties, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute;

16.2.4.3 In this regard, the arbitrator's decision shall be final, and binding and the arbitrator shall be entitled to make an award as regards legal costs.

17. INTERPRETATION AND AMENDMENT OF RULES:

17.1 No person / resident shall have any claim of whatsoever nature for damages against the HOA or any of its officials or employees as a result of a decision taken by the Estate Manager or the HOA regarding the interpretation of these Code of Conduct and Rules and Regulations.

17.2 The BOD may, by way of resolution, amend or add to the Code of Conduct and Rules and Regulations from time-to-time as may be deemed necessary to ensure harmonious co-existence of residence.

18. PRIVATE BOREHOLES:

No private boreholes other than those already drilled upon proclamation of the township will be allowed.

19. ARCHITECTURAL RULES AND BUILDING GUIDELINES:

The architectural rules and building guidelines are deemed to be incorporated in and to form part of these Code of Conduct and Rules and Regulations.

20. LIABILITY, DISCLOSURE AND RISK:

20.1 If the resident is not the owner of the property, it remains the owner's responsibility to ensure compliance with the Code of Conduct and the Rules and Regulations by his / her tenant.

20.2 The HOA, BOD, Estate Manager, Managing Agent or any other employees of the HOA shall not be held responsible for any damage to any property which may be caused by fire, water, wind, acts of nature, third parties, negligence, accident or otherwise within the Estate.

20.3 The HOA, BOD, Estate Manager, Managing Agent, or any other employees of the HOA shall under no circumstances disclose any confidential information regarding or relating to an owner, unless due legal process has been followed (example court order, warrant of arrest, emoluments attachment order)

20.4 Any person using any of the services, land and facilities within the Estate does so entirely at his own risk and no person shall have any claim against the HOA of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.

21. GENERATORS

21.1 General

- a) Generators may be used when there is an estate or general area power outage.
- b) A generator may not be used to provide power to a house when the electricity is cut due to credit control actions by the electricity reseller or during illegal occupation.
- c) Generators used when a house is being built may only be run during construction hours.

21.2 Types of generators allowed

- a) Normal petrol or diesel or LP gas smaller than 10 kVA
- b) Silent (noise level < 72 dB at 10 m) defined as follows; silent generator operates inside a soundproof container or generator enclosure which muffles the sound that workers, employees, customers, and other members of the public hear.

21.3 Application form

- a) A generator application form must be completed by each resident (owner or tenant).
- b) The completed form, together with a certificate of compliance (CoC) must be sent to the Estate Manager for approval.

21.4 Placement

- a) Mobile generators must be placed inside a garage with the door slightly open to minimise noise.
- b) Be considerate towards your neighbours when deciding where to place your mobile generator: generators must preferably be placed facing the street.

21.5 Times

- a) Generators may run between 07:00 and 21:30 when there is an estate or general area power outage.
- b) Silent generators may be run 24/7.

21.6 Connection

- a) A three-way changeover isolator switch must be installed by a qualified electrician at the distribution board and a CoC provided with the generator application form.
- b) At no time may a generator be 'back-fed' into the electricity network. This is illegal and extremely dangerous and can cause damage to the estate's electrical infrastructure.
- c) It is also recommended that the electrician install a caravan-type male/female socket connection, which does not expose the electrical contacts.

22. **WATER TANKS**

22.1 Process

- a) External changes forms must be submitted to the EM for approval by the BOD's.
- b) A photo of the proposed water tank, planned installation area and piping work must accompany the external changes application form.
- c) Installation may not commence prior to BOD approval

22.2 Aesthetics

- a) No metal sheeting
- b) Water tank may not be visible from the street view.
- c) No plumbing /piping to be visible from street view, unless it runs from the gutters.
- d) The colour of the water tank must comply with the Building Guideline Rules 5.2 (natural ground colours are to be utilized)

SECTION C: ARCHITECTURAL RULES AND BUILDING GUIDELINES OF HERON HILL HOMEOWNERS ASSOCIATION

1. INTRODUCTION

1.1 The purpose of these architectural rules and building guidelines is to encourage individual creativity while fostering a unity of materials and finishes to ensure that the overall development will be in harmony, creating a balanced lifestyle for all residents.

1.2 The design of the dwelling unit and the entire stand should show sensitivity to the existing natural features, flora, and topography. Permission must be obtained from the HOA before existing trees are removed and all existing trees are to be shown on the site plan. Surrounding structures must be considered in the design process.

1.3 The controlling authority for the development is the HOA who will be responsible through the Board of Directors (BOD) for the approval of all plans and buildings on behalf of the HOA. In terms of the Memorandum and Articles of the HOA an architectural review committee may be established to oversee this function.

1.4 It is strongly recommended that the purchaser engage the services of a qualified architect or designer. Further it is advisable that the chosen architect or designer consults with the HOA prior to the design of the proposed dwelling to determine the intent of the design parameters set for the development.

1.5 No Erf may be subdivided or rezoned without the prior written consent of the HOA and the local authority.

1.6.1 Erven may be consolidated with the prior written permission from the HOA and the local authority in which case the owner will be liable for the combined levy pertaining to each particular stand which forms part of the consolidation subject, however to the provisions of 1.6.2 below.

1.6.2 The HOA has been advised by its appointed architect and this advice was confirmed by the Town Planner, that construction of a dwelling on some proclaimed erven, especially erven which have street frontage on more than one side, is almost impossible due to the small area available for construction of the dwelling after taking into account the building restrictions relating to street boundaries. The HOA shall be entitled to consolidate these erven, which consolidated erven shall then only be liable for a single levy and not a combined levy as envisaged in 1.6.1 above. These erven will be specifically identified by the HOA and a list of these erven will be available at the offices of the HOA.

1.7 Elevation treatment of all buildings must conform to good architecture so as not to interfere with the privacy of other residents, cause a nuisance or detract from the general appearance of the neighbourhood.

1.8 Development of duet stands (two dwellings per stand), in terms of the Sectional Titles Act, or any other act, provision or regulation whatsoever, will **not** be allowed on any of the stands situated within the Heron Hill Estate other than the stands already specified in the Heron Hill Memorandum of Incorporation, being stands: 235 - 256; 280 - 289; 292; 400 - 427; 437; 439; 440 - 441, which stands are approved as duet stands.

2. TOWN PLANNING CONTROLS

2.1 Coverage

2.1.1 Maximum dwelling per Erf: One dwelling

· Except the duet erven which allows 2 dwellings per Erf.

2.1.2 Maximum height – Two storeys.

Provided that the maximum height shall not exceed 6 (six) meters, measured from the mean floor level of the footprint of the building up to the eaves or tops of parapet walls and not more than 8 meters to the apex of the roof.

The BOD may relax the height restriction should there be a steep fall on a site.

2.1.3 Coverage:

The total coverage of buildings (on single and on duet erven) shall not exceed 50 % of the area of the Erf. Covered patios, stoeps are excluded from coverage.

2.1.4 Minimum size of dwellings:

The gross floor area excluding patios & balconies of anyone dwelling shall not be less than 150m², including outbuildings normally associated with a dwelling house. This condition will not be applicable to the second dwelling on duet erven, in other words, one of the dwellings on a duet Erf shall be not less than 150 m².

2.2 Building lines

- 2.2.1 5 meters from the street boundary for single dwelling erven: see item 2.2.5 below.
- 2.2.2 3 meters from the street boundary for duet erven.
- 2.2.3 2 meters alongside and back Erf boundaries for single storeys
- 2.2.4 Double storeys: 2 meters on ground floor and 3 meters on top storey from side and back boundaries.
- 2.2.5 Corner erven: 3 meters from two street boundaries, with 5 meters from the splayed corner street boundary.
- 2.2.6 The HOA may relax the building lines in its sole and absolute discretion.

3. TREATMENT OF STAND BOUNDARIES:

It is appreciated that the diverse nature of residential neighbourhoods will lead to a variety of treatments to the street boundary. Every effort should be made to avoid the hostile "canyon like" effect that high solid walls along streets cause in many residential areas. In order to enhance the appearance of sidewalks and the streetscape of the general estate, the following guidelines will apply.

3.1 Street Boundary

- 3.1.1 The street boundaries shall be open, and no fences or walls will be allowed. Regardless of these design standards, all street boundaries must be approved by the HOA prior to construction.
- 3.1.2 Corner erven: one street boundary may be closed but excluding the splayed corner street boundary.

3.2 Side boundary

The sidewalls between properties may not exceed 1,8m in height. Sidewalls or fences on common Erf boundaries shall not extend beyond the street building line.

- 3.3 Fencing: see item 5.2.6.

4. BUILDING DESIGN GUIDELINES

4.1 All building plans must be prepared by a Registered Architect or a qualified architectural draftsman and first submitted for aesthetic approval to the architectural review committee. After their approval has been obtained the plans are to be submitted to the local authority for their approval. It is each owners' responsibility to ensure that all plans are submitted and approved by both authorities prior to construction. Also see par 8 on page 25 for the procedure on submitting building plans to the various parties.

4.2 The privacy of surrounding properties should be considered. As a rule, the windows and balconies on the upper storey should not overlook the living spaces of the adjacent dwelling.

4.3 No staff accommodation should be closer to the street than the main building unless contained under the same roof or integrated into the overall design.

4.4 Staff accommodation and kitchen areas should open onto screened yards or patios.

4.5 Outbuildings and additions should match the original building design in style, elevation, and material usage. All plans must indicate at least one double lockup garage, and this must be built in conjunction with the original dwelling. No open-sided carports will be permitted.

4.6 Yard and screen walls should complement the basic materials of the building.

4.7 No garden sheds, dog kennels, caravans, boats, or trailers are to be visible from the street.

4.8 Awnings, shade nettings, shade cloths or similar structures of similar material or function including metal louvre type shading devices of whatsoever nature will only be allowed in the estate upon approval being obtained by the Board of Directors. Such approval will be determined by the Board of Directors, with consultation from the Estate Architect, based on whether the installation complies with regulations and compliments the design and overall look of the estate.

4.9 Solar heating panels if used, should be incorporated into the building and form part of the overall design, and should be clearly shown and annotated on the drawings for approval.

4.10 TV aerials, satellite dishes and other items, which do not form part of the overall design, are to be clearly shown and annotated on the drawings for approval.

4.11 All plumbing and washing lines should be fully screened and not visible from the street, nor from other adjoining properties.

4.12 No deviations from the approved drawings will be permitted unless the deviation is resubmitted and approved in writing prior to construction.

4.13 Special aesthetic consideration should be given to the design of parapets, fascia's, copings, eaves, roof trim, guttering and roofing materials in general.

4.14 All plumbing must be ducted and suitably screened from the exterior.

4.15 External finishes and colours must be shown on drawings for aesthetic approval: colour samples may be requested, and the same procedure will apply on repainting any buildings or parts of buildings.

4.16 Outbuildings and additions must match original design and style, both in elevation treatment and materials and finishes.

5. APPROVED BUILDING MATERIALS

5.1 Roof covering

5.1.1 The following roof coverings are permitted: concrete roof tiles [colours: terracotta, antique terracotta, antique slate, colours as per approved sample] approved slate roofs and chromadek [approved colour sample].

5.1.2 The following roof coverings are not permitted: painted or unpainted galvanized roof sheeting, thatch roofing, aluminium and "zincalum".

5.1.3 Flat roofs: waterproofing to be non-reflective. The construction of a flat roof must be done in such a manner that the roof is screened from neighbouring properties as far as possible by using parapet walls or similar approved screening methods.

5.1.4 No unfinished galvanized gutters and rainwater drain pipes will be permitted. All exposed gutters and rainwater goods to be factory painted to match or complement the colours of the building.

5.2 Walls (see also item 6 hereof)

External masonry walls shall be of brickwork and must be plastered and painted (natural ground colours are to be utilized) unless face bricks are used: see items 5.2.1 & 5.2.3 hereunder.

5.2.1 Face brick permitted:

- Corobrick: Name Description Texture
- Roan Red Satin
- Firelight Orange Satin
- Village Antique Orange Travertine
- Country Cottage Peach Travertine
- Maize Beige (Dark) Travertine

- Buff Beige Rockface
- Golden Wheat Beige Travertine
- Agate Beige (Light) Satin
- Silvergrey Grey Travertine
- or as approved by the BOD as per approved sample.

5.2.2 Natural stone plinth walls on site will be allowed, but any other stonework must be submitted to the BOD for approval.

5.2.3 Selected semi face bricks with autumn colours.

5.2.4 Any other building materials must first be approved before construction commences.

5.2.5 No sheet metal walling is permitted.

5.2.6 Fencing: see item 6 hereof:

5.2.6.1 Not permitted:

- precast concrete (walls, pales, etc.)
- precast concrete with brick facings
- wire
- mesh
- timber

5.2.6.2 Permitted:

- brickwork as per item 5.2.1 hereof
- stonework as per item 5.2.2 hereof
- metal railings
- combinations of face brick, semi-face brick, stonework & metal railings, or pales
- Or as approved by BOD.

5.3 Paving and Landscaping

5.3.1 Landscaping on sidewalks must be undertaken within the integrated landscape language of the Estate.

5.3.2 The landscaping theme of the Estate is to encourage the use of indigenous trees and plants.

5.3.3 All driveways to be fully paved with approved pavers. In situ concrete slabs are not permitted. Driveway widths are limited to 5 000 mm at the junction with the public road, except for curved edges where adjoining the road.

5.3.4 The use of hedgerows is recommended, and the planting of indigenous trees and shrubs is encouraged where possible.

5.3.5 Planting and hedgerows are also encouraged where palisade fencing is used.

5.3.6 All owners who apply for approval of building plans will be required to plant one indigenous tree on the sidewalk of their properties. The BOD may further impose conditions relating to the landscaping of sidewalks and planting of trees on sidewalks when considering applications for consent to building plans and the owner shall comply with such conditions before a Certificate of Occupation is granted by the BOD. Trees and landscaping on sidewalks shall not obscure sight lines to and from driveways, nor across street corners.

6. PROHIBITED BUILDING MATERIALS

To allow for diversity and interest a variety of individual architectural designs will be encouraged. In principle, no limitations are placed on building materials other than the following items:

6.1 No unpainted plaster will be allowed.

6.2 No precast concrete walls will be allowed, and any face brick or plastered boundary walls must be similarly finished on both sides of the walls.

6.3 No unpainted reflective metal sheeting will be allowed.

6.4 No types of wooden fencing will be allowed.

6.5 No razor wire, security spikes, electric fencing or similar features will be allowed.

- 6.6 No thatch roof laps will be allowed.
- 6.7 No sewerage drainpipes shall be visible from any street.
- 6.8 No previously used building materials may be used.

7. CONSTRUCTION ACTIVITIES

As the building within the Estate will be constructed over a period, the following guidelines have been formulated for the benefit of residents.

- 7.1 All to be used building materials are to be stored on the Erf: no materials are to be off-loaded onto the road or road reserve.
- 7.2 No advertising or sub-contractors' boards will be permitted. Only the approved contractor/professional board will be permitted.
- 7.3 No workmen will be permitted on site between the hours of 17:00 and 07:00.
- 7.4 All contractors will be required to provide screened ablution facilities for the workmen and subcontractors under his control.
- 7.5 Construction hours are restricted to between Monday to Friday 07:00 - 17:00 No construction activity is to take place on Saturdays, Sundays, or Public Holidays. No construction activity during the period from 16 December to 3 January (both days included)
- 7.6 Delivery routes and hours may be defined from time to time by the BOD.
- 7.7 Fines may be levied on owners from time to time by the HOA for contractors and delivery vehicles who spill material en route, damage roadways and curbs, stain paving and generally create a nuisance within the Estate.

8. BUILDING PLAN SUBMISSION (refer to Website: Building Procedures)

The following must be adhered to before building plans will be considered for inspection by the architectural review committee:

- 8.1 A building performance deposit and road fee as indicated in 8.2 must be paid to the Estate Manager **before** submitting the plans to the architectural review committee at their offices as determined by the BOD from time to time:

Contact details: **Pretor Estates**

Switchboard: 012 001 9000

Fax2Email: 086 575 5411

E-mail: danielG@pretor.co.za

- 8.2 The building deposit is calculated on the municipal zoning of the stand, up to a maximum of R10 000-00 i.e.: -

- Single stands = R6, 000.00 - Refundable
- Duet stands = R7, 500.00 - Refundable
- Road levy = R1, 000.00 - Non-Refundable

BANKING DETAILS:

- Pretor Estates
- FNB Pretoria
- Branch Code: 251445
- Account no: 514 242 794 08
- Reference no: (Use your levy account number)
- Email proof of payment to: sachag@pretor.co.za and heron.hill.manager@gmail.com
-

- 8.3 On payment of the building deposit and road fee at the managing agent, members and their contractors are required to sign a new set of the "Architectural Rules and Building Guidelines – Heron Hill Homeowners Association."

The building deposit will be used in event of the owner failing or refusing to remove rubble or to make good any damage caused by the owner, his contractor and/or sub-contractors or suppliers to common property such as curbing, landscaping, community services, roads, irrigation, etc. and for any outstanding spot fines. For refunding, see item 15 page 21.

8.4 On having paid the building deposit and road fee as indicated in par 8.2, the following documentation is to be submitted to the **architectural review committee** together with their plan approval fee. A plan approval fee (for aesthetic approval) is payable to the HOA's architect: Lawrence Schroeder upon submission of the building plans to the aesthetic review committee of

- Single stand: R 1 500.00 per stand
- Duet stand: R1 900.00 per stand

Contact details of the architectural review committee:

- Lawrence Schroeder
- Cell: 083 452 2097
- Tel: 012 998 2328
- E-mail: Law@belarc.co.za

BANKING DETAILS:

- Lawrence Schroeder
- Absa Bank (Glenfair)
- Branch Code: 333-845
- Account no: 408 190 4457
- Reference no: Heron Hill & Stand number & Surname

Note: Allow at least 7 days for examination of plans by the architectural review committee

8.4.1 **The following documents & plan in concept design format must be submitted for approval to Lawrence Schroeder:**

8.4.2 **PROOF** that the building deposit and road fee has been paid as outlined in par 8.2

8.4.3 The signed "Architectural Rules and Building Guidelines – Heron Hill Homeowners Association."

8.4.4 **One coloured copy** of the site layout proposal including the following information (can be emailed to Lawrence):

- Stand number, stand numbers of adjoining stands, placing of all buildings, contours, north point, Erf dimensions, building lines, servitudes where applicable, existing trees and vegetation, the siting of service areas, open garden space, patios, terraces, distances from boundaries and adjoining structures, not overlooking habitable areas of neighbouring properties, proposed vehicular circulation, entrances to the site, refuse collection and parking, storm water attenuation and boundary walls. Ground floor and first floor areas of dwelling separately, including outbuildings.
- Floor plans that indicate the use and size of all rooms.
- At least four elevations indicating the treatment of the building exterior, including colours of roofs, walls, window & door frames, doors, sills, etc. Cut and fill of site must be shown (if applicable).
- Coverage (%)
- Boundary wall/fence details including elevations, with colours
- Drainage and how the pipes are to be concealed
- Layout and materials of driveways

8.4.5 **The plans will be scrutinized by Lawrence Schroeder and will have the following effect:**

- Approved concept design must be converted into Working Drawings for submission for Stage 2
- Rejected concepts: the owner's architect will have to re-submit a new concept for Stage 1 approval to Lawrence Schroeder
- The purpose of Stage 1 is purely to prevent design changes to detailed drawings.

8.4.6 SUBMISSION OF WORKING DRAWINGS FOR APPROVAL BY THE HH HOA

➤ *The following plans must be submitted for approval. Checklist available from Lawrence : (1) First to Lawrence Schroeder and (2) then after his approval to the HH HOA:*

- **Five copies** of the working drawings elevations of (two sets to be coloured)
- *The drawings must show the following:*
 - Open areas (laundry yards, private gardens, and landscaped areas)
 - Cadastral information (boundary dimensions)
 - Siting of all buildings
 - Building lines, servitudes, and other restrictions
 - Storm water management
 - Stand numbers of adjacent even
 - Accurate siting of existing buildings on adjacent even
 - Contours (1 m intervals) and proposed floor levels
 - Boundary and screen walls (siting, height and finishes on both sides of walls)
 - Sidewalks (driveways, landscaping, municipal services, and trees on the sidewalk)
 - Existing municipal services on sidewalk of Erf (storm water inlets, fire hydrants, lamp poles, electricity boxes, etc.)
 - Permitted and actual Coverage percentages
 - Overall heights of buildings: calculated from the average natural ground level between all the building lines
 - Completion of the "ACKNOWLEDGEMENT" item 18 page 22 hereof
 - Any other information that may be of relevance

➤ **Two coloured copies of the elevations**

Elevations must indicate the following

- All proposed external finishes, including colour schemes, also of site boundary walls
- Ducts, gutters, and drainpipes
- All patios and verandas
- Note: all plumbing pipes to be concealed in ducts and details must be provided
- Landscaping proposal: all visible areas from the street

9.SUBMISSION OF PLANS TO THE CITY OF TSHWANE MUNICIPALITY

9.1 Once the Heron Hill HOA has approved and stamped 4 sets of the detailed working drawings, 4 sets may then be submitted to the Local Authority for their approval.

9.2 Each home owner (or his /her agent) must submit 3 sets of the construction drawings to the City of Tshwane Municipality for approval, prior to construction (quantity and type copies to be obtained from The City of Tshwane Municipality together with the plan approval fee).

9.3 In terms of an agreement with the Local Authority, plans will not be accepted or processed unless approved by the HH HOA and properly certified on the plans as such.

9.4 After the City of Tshwane Municipality's approval, one copy of the approved plans must be furnished to the Estate Manager for their referral and record.

10 CONDITIONS FOR PERMISSION TO COMMENCE BUILDING ACTIVITIES.

- Only **registered owners** of stands will be allowed to build on their stands.
- All levies must be paid up to date before any work can commence on a stand.
- The owner is to meet on site with their Surveyor & Builder before any work commences and complete the Site Hand over Certificate to identify Erf pegs, curbs, building services, conditions of the site and adjacent areas, etc.
- A Copy of this Certificate must be handed to the Estate Manager.
- Contractor & workers must register within 5 working days at Security gate & pay the fee for the contractor & workers cards.

11.BEFORE COMMENCEMENT OF CONSTRUCTION (complete the form) Form is available on website

**HERON HILL HOME OWNERS ASSOCIATION
Checklist before commencement of construction**

Stand: _____ Owner: _____

Building contractor: _____

Date of this Checklist / Inspection: _____

	Before commencement of construction	Remarks		
1	Stand REGISTRATION done in owner's name	Yes	No	
2	Building deposit paid Pretor Estates: proof of payment required	Yes	No	
3	Road levy paid Pretor Estates: proof of payment required	Yes	No	
4	Building Plan approved and stamped by Estate Architect	Yes	No	
5	Building plan approved and stamped by Heron Hill HOA	Yes	No	
6	Building Plan approved & stamped by the City of Tshwane	Yes	No	
7	Copy of Approved plans for HOA Estate Manager	Yes	No	
8	Building line relaxation requested by owner and granted by HH HOA (proof is required)	Yes	No	
9	Copy of Site Hand Over Certificate issued by the Owners Architect to the Building Control Officer / Estate Manager	Yes	No	
12	Chemical Toilet on the stand	Yes	No	
13	Contractors Board (1200 mm x 1000 mm) erected on the stand	Yes	No	
14	Heron Hill LOGO on contractor's board	Yes	No	
15	Builders Electricity Connection installed on the stand	Yes	No	
16	Municipal Water Meter installed on the stand	Yes	No	
17	Shed on the stand	Yes	No	
18	Waste Bin on the stand	Yes	No	
19	Condition of Curbs in front of the stand	Good		Chips Broken Cracks
20	Condition of Curbs on adjacent stands	Good		Chips Broken Cracks
21	Streetlight pole, cover, and plastic shade condition	Good		Skew Broken Lamp Cover Cracked
22	Tar Road condition in front of the stand (concrete/damage)	No Concrete		No Damage
23	Tar Road condition in front of adjacent stands	No Concrete		No Damage
24	Storm waters catch pit condition	N.A.		
25	Electricity meter box condition	N.A.		
26	Manhole lid condition	N.A.		
27	Building Rubble on adjacent stands	Yes	No	
28	Permission to store material on adjacent site/s: submit proof from owner/s	Yes	No	N.A.
29	Adhere to the Heron Hill Rules and Regulations: Builder	Yes	No	
30	Adhere to the Heron Hill Rules and Regulations: Owner	Yes	No	
31	Foundation excavation commencement / starting date	Date:		

- All excess soil, tree stumps and debris from the clearing of the stand must be removed within 5 working days from clearing the stand & not left on the streets, curbs, in the storm water catch pits, sidewalks, etc. & other erven.
- A water connection must be obtained from The City of Tshwane Municipality prior to construction. A spot fine will be issued against the contractor if a City of Tshwane Municipality water meter is not on site
- Sanitary facilities (a chemical toilet) must be provided on the building site. A spot fine will be issued against the contractor if a chemical toilet is not erected.
- Commencement date will be regarded as the excavations for the foundations (as specified in the HOA guidelines page 21 par 16. **No construction will be permitted until a commencement certificate has been issued**

by the Estate Manager. The owner must invite his/her architect to inspect the commencement of the construction as soon as the owner has commenced with the foundations. The architect must then issue a certificate confirming the date of commencement to the HH HOA Manager. **A spot fine** will be issued against the contractor if a commencement certificate is not issued.

- An approved builder's board must be erected on the site to the standard as specified in the HH HOA rules. **A spot fine** will be levied against the contractor for an incorrect builder's board or no builder's board. Only the approved contractor/professional board will be permitted as per the HH HOA Rules: see diagrams herewith.

1 200 mm x 1 000 mm

1 200 mm x 1 000 mm

12 BUILDING

In order to reduce the inconvenience to neighbours as well as unsightliness, construction must proceed without lengthy interruptions and be executed in such a manner that the end of each phase of the building process is aesthetically acceptable to the HOA.

13 COMPLETION OF BUILDING PROJECT TIMELINE

The construction of the dwelling as well as all outbuildings and other buildings indicated on the approved building plans must be **completed within 12** (twelve) months after the date of commencement of foundations as specified in the HOA guidelines par (as defined in par 16.3 page 21)

14 REQUIREMENTS FOR ISSUE of an OCCUPATION CERTIFICATE BEFORE OCCUPATION

Occupation will not be allowed until the Estate Manager has inspected the building and has issued the Heron Hill Garden Estate HOA Certificate of Occupancy. Occupation without an occupation Certificate of the Heron Hill HOA, will result in a fine of R5 000.00

No deviations from the approved plans will be allowed & approved unless it was approved by the Heron Hill Garden Estate Board of Directors prior to construction. **A fine will be levied to the owner for any deviation on the approved building plan if the deviation was not submitted and approved by the HH HOA prior to construction.**

The HOA reserves the right by legal process to prevent the occupation of any house if the Code of Conduct, Architectural Rules and Building Guidelines are/were not full adhered to

- The Owner/Building Contractor must apply to the Estate Manager to inspect the stand.
- The Estate Manager will ensure that the construction, boundary walls, landscaping, etc. has been completed in accordance with the approved plans. This will also be relevant for any additions and renovations. See the checklist: Building Deposit Refund form below.
- After the inspection, the Estate Manager will issue the Heron Hill Garden Estate HOA Occupancy Certificate.
- The **Building Inspector** of the City of Tshwane Municipality must issue a completion certificate.
- The Heron Hill Occupation Certificate and the City of Tshwane's Completion Certificate must be submitted to the City of Tshwane Municipality to obtain the City of Tshwane occupancy certificate.
- The Occupation Certificate of the Local Authority and the Occupation Certificate of the Heron Hill Garden

Estate HOA must be submitted to Wattage Metering to obtain a permanent Electricity meter: Wattage Metering – Gilbert Wood Tel: 082 452 16 69; email: woodg@mweb.co.za

- The Owner/Building Contractor must supply the following to the Estate Manager to complete the Building Deposit refund form:
 - Final Occupancy Certificate of The City of Tshwane Municipality (before occupation of the dwelling).
 - Submit a copy of the approved **as build** Local Authority building plans to the Estate Manager (to be recorded and stored electronically by Sotiralis Consulting)
 - Submit proof from Gilbert Watt that a permanent Electricity meter has been connected.
- The Estate Manager will complete Building Deposit Refund form and email it to Pretor Estates to refund the building deposit.
- The building deposit shall be refunded within 30 days by Pretor Estates upon receiving the above mention Building Deposit Refund form.
- The building deposit or the balance thereof will not be used on a rollover basis for any other stands.

15 BUILDING DEPOSIT REFUND (after completion of construction)

The deposit shall be released subject to the Estate Manager’s receipt & completion of all the following:

	Refund of Building Deposit	
1	Proof of up to date payment of levies to the HOA	Yes No
2	Proof of outstanding fines paid by Owner	Yes No
3	Removal of rubble on adjacent stands by Contractor	Yes No
4	Any damage caused, including kerbing, landscaping by Contractor, roads	Yes No
5	Proof of permanent Electricity Meter Connected from Gilbert Wood	Yes No
6	Occupation certificate from Heron Hill HOA issued by HOA Manager	Yes No
7	Occupational Certificate from the City of Tshwane: submitted to HOA Building Manager	Yes No
8	Copy of Approved as built plans from Tshwane for HOA: Owner to supply HOA Manager	Yes No
9	Grass planted	Yes No
10	Approved Trees planted	Yes No
11	Other	

16 BUILDING DEADLINES AND PENALTIES

16.1 Construction of dwellings must commence before 1 November 2018. Failure to start construction before this date, will attract a 300% levy until construction starts. If a stand should be sold and transferred to a new owner before 1 November 2018, the new owner will have 12 months from the date of transfer to start construction, or the same penalty will apply.

16.2 **Commencement date** will be regarded as the excavations for the foundations. The owner must invite his/her architect to inspect the commencement of the construction as soon as the owner has commenced with the foundations. The architect will then issue a certificate confirming the date of commencement.

16.3 The construction of the dwelling as well as all outbuildings and other buildings indicated on the approved building plans must be **completed** within 12 (twelve) months after the date of commencement (as defined in par 16.2).

16.4 Failure to commence with the construction of the dwelling as envisaged in par 16.2 or to complete the dwelling

as envisaged in par 16.3 above will result in a 200% levy being levied against the stand from the 1st of the month following the expiry date of the 2 year period (par 16.1) or the 12 month period (par 16.3). Failure to comply after another 6 months calculated from the first expiry date(s) will result in a 250% levy being levied from the 1st of the month following the expiry of the further 6-month period.

16.5 The HOA is entitled to extend the 12 (twelve) month period referred to in par 16.3 upon good cause.

16.6 Construction of dwellings must commence before 1 November 2018. Failure to start construction before this date, will result in a 300% levy being levied until construction starts. If a stand should be sold and transferred to a new owner before 1 November 2018, the new owner will have 12 months from the date of transfer to start construction, or the same penalty will apply.

17 GENERAL

17.1 All dwellings should at least have one lockup double garage.

17.2 Duets should at least have one lockup garage for each unit.

17.3 Burglar bars must be placed internally.

17.4 Washing lines refuse areas to be screened off with the same material as the house and not be visible from the street or public areas.

17.5 The architectural review committee is entitled to advise on the proportions of the windows, doorways, and other wall openings, etc. in relation to elevations.

17.6 The architectural review committee is also entitled to comment on the design concept in the interests of the owner and of the urban design of the Estate.

17.7 The HOA is responsible for the maintenance of the streets, streetlights, storm water inlets, storm water drains, main sewers, fire hydrants. A Road Levy of R1000.00 (one thousand rand) will be levied and payable to the managing agent before building plans are approved. This once-off levy will be used for repairs of the roads once all construction activity has been completed and is not refundable.

17.8 Energy control units which switch off geysers in case of a certain maximum electrical output (which will be prescribed by the HOA) shall be installed in all dwellings.

18 ACKNOWLEDGEMENTS

18.1 The above document is fully understood by the owner who undertakes to comply and ensure that contractors or sub-contractors in his/her/their control comply with the abovementioned, in addition to any further controls which may be instituted by the HOA from time to time in the form of a written notification.

18.2 The BOD is entitled at any time and within its sole and absolute discretion to relax/waive any of the design standards referred to herein subject to such conditions as they may deem fit under the circumstances.

18.3 The member undertakes to procure that every contractor used by him/her shall receive a copy hereof and shall sign same as an acknowledgement that he/she is familiar with and understands the contents hereof.

Stand no

OWNERS NAME

Tel: (H)

Tel: (W)

Cell:

.....
OWNER (signed)

.....
Date

CONTRACTOR:

Tel: (W).....

Cell:

.....
.....
CONTRACTOR Name (block letters)

COMPANY NAME

.....
CONTRACTOR (signed)

.....
Date

19.LIST OF INDIGENOUS TREES APPROVED FOR SIDEWALKS:

Approved and banned tree list available on www.heronhill.co.za

20. DOCUMENTS AVAILABLE ON THE WEBPAGE: www.heronhill.co.za

- HOA Code of Conduct & Rules and Regulations
- Access Application form
- Access Procedures
- Application for pets and generators
- Building Contravention Fines
- Building deposit refund form
- Building Procedures

- Checklist before commencement of construction
- Contractors registration form
- Domestics, gardeners & Au Pair registration form
- Geological Report
- SG Diagrams
- Site hand over certificate: example

Heron Hill Garden Estate: Fines 2020/21

#	Construction Type fines:	1st	2nd	3rd	Repeat
1	Building material / rubble on adjoining sites without permission from stand owner	R 500	R 1,000	R 2,000	R 2,000
2	Alterations without approved plans after occupation (per month)				R 2,000
3	Building of new dwelling without HOA approved building plans				R 5,000
4	Building without payment of building deposit, road levy				R 5,000
5	Building without commencement certificate issued by Estate Manager (per month)	R 5,000	R 5,000	R 5,000	R 5,000
6	Concrete and/or cement, etc. spilt onto sidewalks or streets, damaged curbs, tar road damaged	R 1,000	R 1,000	R 1,000	R 1,000
7	Contractors not keeping the site clean and tidy	R 500	R 500	R 500	R 500
8	Contractors working outside permitted times - weekdays 07:00 to 17:00 (per incident)	R 500	R 1,000	R 2,000	R 2,000
9	Illegal dumping anywhere on the estate by contractor or owner	R 1,000	R 2,000	R 3,000	R 3,000
10	Lighting of fires by a contractor/worker anywhere in Estate	R 500	R 500	R 500	R 500
11	Workers loitering around between sites & elsewhere in Estate	R 500	R 500	R 500	R 500
12	No builder's board on site / incorrect builder's board	R 500	R 500	R 500	R 500
13	No chemical toilet on building site	R 500	R 500	R 500	R 500
14	Chemical toilet - waste not removed weekly	R 500	R 1,000	R 1,500	R 1,500
15	No contractor's hut/shed on site	R 500	R 500	R 500	R 500
16	No refuse container on site (per week)	R 500	R 500	R 500	R 500
17	Refuse and litter not removed weekly on Fridays before 17h00	R 500	R 500	R 500	R 500
18	No water meter on site	R 500	R 500	R 500	R 500
19	Noncompliance to request HOA to formally inspect the building at various stages as set out in the Builder's Code of Conduct	R 1,000	R 2,000	R 3,000	R 3,000
20	Non-compliance with building and architectural guidelines after occupation (per month)	R 1,000	R 2,000	R 3,000	R 3,000
21	Occupation without HOA Occupation Certificate (per month)	R 5,000	R 10,000	R 20,000	R 20,000
22	Offensive / non-compliant behaviour by contractors, staff, sub-contractor, workers, or agents	R 500	R 500	R 500	R 500
23	Plan deviation of approved plans not submitted to the HOA for approval prior or during construction	R 2,000	R 2,000	R 2,000	R 2,000
24	Damage to common/estate property while building.	Cost of repair added to levy account.			
25	Unsafe stacking of building materials	R 500	R 500	R 500	R 500
26	Consumption of liquor on construction site by contractors	R 500	R 500	R 500	R 500
27	Interfering with or damaging security infrastructure (fence, booms, etc.)	R 1,000	R 2,000	R 3,000	R 3,000
28	Sand or building material spilling into road causing storm water drain blockage	R 500	R 1,000	R 2,000	R 2,000
29	Worker entering the estate with another worker's card (per worker)	R 500	R 500	R 500	R 500
30	Worker found in estate without access card or Click On slip	R 500	R 500	R 500	R 500
31	Building longer than 12 months (per month, from 13th month)				Levy amount
32	Building longer than 18 months (per month, from 19th month)				Levy amount * 2
33	Building longer than 24 months (per month, from 25th month)				Levy amount * 3
34	Failure to start construction before 1 November 2018 (per month)				Levy amount * 3
	General fines:	1st	2nd	3rd	Repeat
35	Walking of dog without a leash	R 500	R 1,000	R 2,000	R 2,000
36	Failure to clean up pet's excrement on sidewalk or street	R 500	R 500	R 500	R 500
37	Allowing pets to roam the estate or unfenced yard unattended	R 500	R 500	R 500	R 500

38	Contravention of access control procedures	R 1,000	R 2,000	R 3,000	R 3,000
39	Dangerous driving in Estate or going around the circle in the wrong direction or speeding	R 500	R 1,000	R 2,000	R 2,000
40	Parking violation & road obstruction	R 500	R 500	R 500	R 500
41	Illegal Wendy house /containers /storage units (per month)	R 2,000	R 2,000	R 2,000	R 2,000
42	Disturbing the peace - loud music or noise or vehicles (verified by a security guard)	R 500	R 1,000	R 1,000	R 1,000
43	Damaging and vandalism of estate infrastructure (e.g. streetlights, trees, road signs, electric fence) plus cost of repair	R 500	R 1,000	R 2,000	R 2,000
44	Using access card other than your own or spouse's card to enter or exit the estate	R500	R500	R500	R500
45	Conducting business from home (where clients visit estate) without permission of HOA (per month)	R1,000	R2,000	R5,000	R5,000
46	Use of unroadworthy motorized vehicle in estate (e.g. quadbike)	R500	R1,000	R2,000	R2,000
47	Hanging washing on anything else but the screened washing line of the property.	R500	R1,000	R1,500	R1,500
48	Failure to plant grass/garden or other ground cover on sidewalk or maintain it (per month)	R500	R500	R500	R500
49	Placing any obstacles on the sidewalk which can obstruct pedestrian and/or vehicle traffic (e.g. rocks or barrier tape) (per month)	R500	R500	R500	R500
50	Failure to maintain the exterior of an occupied house (e.g. paint, roof, window frames), gardens (per month)	R1,000	R2,000	R5,000	R5,000
51	Running a generator without application form and CoC (after 31 Nov 2018) (per incident)	R500	R1,000	R1,000	R1,000
52	Running a generator outside of allowed times (06:00 to 22:00) (per day)	R500	R1,000	R1,000	R1,000
53	Running a generator when house supply is cut due to non-payment (per day)	R500	R1,000	R1,000	R1,000