



# **KORO CREEK HOA RULES**

## **ANNEXURE A**

**TABLE OF CONTENTS:**

|        |  |    |
|--------|--|----|
| 1.     | THE ASSOCIATION.....                             | 3  |
| 2.     | DEFINITIONS.....                                 | 3  |
| 3.     | THE RULES.....                                   | 4  |
| 3.1.   | PETS.....  | 4  |
| 3.2.   | DOMESTIC AND GARDEN WORKERS.....                 | 4  |
| 3.3.   | NEIGHBOURLINESS AND RELATED ISSUES.....          | 4  |
| 3.4.   | BUILDERS.....                                    | 6  |
| 3.4.1. | GENERAL.....                                     | 6  |
| 3.4.2. | OBLIGATIONS OF MEMBERS.....                      | 7  |
| 3.4.3. | REGISTRATION.....                                | 8  |
| 3.4.4. | BUILDING OPERATIONS.....                         | 8  |
| 3.4.5. | SITE ACCESS AND EGRESS.....                      | 8  |
| 3.4.6. | LABOURERS.....                                   | 9  |
| 3.4.7. | DISCIPLINE.....                                  | 10 |
| 3.4.8. | HOUSEKEEPING.....                                | 10 |
| 3.4.9. | STATUTORY REQUIREMENTS AND RELATED ISSUES.....   | 11 |
| 3.5.   | SECURITY.....                                    | 11 |
| 3.6.   | PROPERTY TRANSACTIONS.....                       | 12 |
| 3.6.1. | GENERAL.....                                     | 11 |
| 3.6.2. | AGENTS.....                                      | 12 |
| 3.6.3. | OBLIGATIONS OF THE ASSOCIATION.....              | 14 |
| 3.6.4. | PRIVATE PROPERTY TRANSACTIONS.....               | 14 |
| 3.6.5. | BREACH.....                                      | 14 |
| 3.6.6. | DISCLOSURE OF INFORMATION.....                   | 15 |
| 4.     | ARCHITECTURAL GUIDELINES.....                    | 15 |
| 4.1.   | INTRODUCTION.....                                | 15 |
| 4.2.   | GENERAL: RESIDENTIAL 1 AND 2.....                | 16 |
| 4.2.1. | TIME LIMITS FOR CONSTRUCTION AND OCCUPATION..... | 16 |
| 4.2.2. | STANDS GENERAL.....                              | 16 |
| 4.2.3. | DEVELOPMENT DEPOSIT.....                         | 16 |
| 4.2.4. | TOWN PLANNING.....                               | 17 |
| 4.3.   | RESIDENTIAL 1.....                               | 22 |
| 4.3.1. | THE APPROVAL PROCESS.....                        | 22 |
| 4.4.   | RESIDENTIAL 4.....                               | 23 |
| 4.4.1. | THE APPROVAL PROCES.....                         | 23 |
| 4.4.2. | TOWN PLANNING CONTROLS.....                      | 26 |
| 4.4.3. | STAND BOUNDARIES.....                            | 27 |
| 4.4.4. | TREATMENT OF STREET BOUNDARIES.....              | 28 |
| 5.     | FINES AND PENALTIES.....                         | 28 |

## 1. THE ASSOCIATION

- 1.1. The Association is an association not having a share capital, incorporated under Section 21 of the Companies Act, 1973, as amended;
- 1.2. Some of the main objectives of the Association are the provision and preservation of high-quality lifestyle for its members and to manage and promote the communal interests of members of the Association and it is the primary intention and task of the Directors to protect and preserve such lifestyle;
- 1.3. The Articles determines the manner in which the Association is to function. Copies thereof may be obtained from the Manager, against payment of the prescribed fees;
- 1.4. In terms of the Articles, and subject to any restrictions imposed by or direction given at the general meeting of the Association, the Directors may from time to time make rules, which shall be binding on all members in regard to:
  - 1.4.1. The use of the open spaces by members, the members of their households, their guests, and lessees,
  - 1.4.2. The conduct of builders or any other contractors employed by members, on the Property;
  - 1.4.3. Any other activity concerning the Property.
- 1.5. The rules as described herein shall, unless the contrary appear from the contents, mutatis mutandis apply to all members, the members of their households, their guests, lessees, agents, employees and invitees;
- 1.6. The Aesthetics Committee ("AC") has formulated the Architectural Guidelines contained in this document and has the right to amend and supplement them, as the case may be, from time to time;
- 1.7. The Architectural Guidelines shall have the status and be part of the rules;
- 1.8. The Association shall not be liable in contract, delict or otherwise, and the members, their families, contractors, sub-contractors, suppliers, agents, employees, lessees, guests and invitees as well as all persons entering the Property for whatever reason, shall hold the Association blameless and indemnify it, against any claim of whatsoever nature (including direct, indirect and consequential loss), for any loss or injury of whatsoever nature and howsoever arising from or caused as a result of, or in connection with the residing on, the visiting to, the working or conducting of business of whatsoever nature, on the Property, the performance of any of its functions and/or the rendering of any services, and/or the failure of the Association or its committees, its Directors, employees, contractors or agents, to perform any of its functions or the rendering of services or their omission, to perform such functions or render such services, including any loss or injury attributable to any negligent or grossly negligent act or omission of the Association, its committees, its Directors, employees, contractors or agents and all such liability is expressly excluded.

## 2. DEFINITIONS

The words and phrases contained in the Articles as well as the following words and phrases shall have the meaning set out in the Articles and the additional meanings set out hereunder respectively, whenever used in this document:

- 2.1. "Accredited" shall mean an approved application for accreditation;
- 2.2. "Agency" shall mean the Agent or property business that applies for accreditation;
- 2.3. "Agent" shall mean an agent of or a person in the employ of an Agency and who is registered as such with the Estate Agency Affairs Board;
- 2.4. "The Architectural Guidelines" shall mean the architectural guidelines formulated by the AC in terms of clause 10 of the Articles as amended from time to time;

- 2.5. "contractor" shall mean a contractor who is registered with the Association and has access by means of access cards or a temporary permit to the Property;
- 2.6. "labourer" shall include all employees, sub-contractors, artisans or any other persons, without exception, appointed by a member or a contractor appointed by a member, for building purposes;
- 2.7. "the Parks Committee" shall mean the committee appointed by the Association to manage and control the open spaces on the Property;
- 2.8. "the Property" shall mean Koro Creek Golf Estate Township, inclusive of all phases thereof;
- 2.9. "Security Manager" shall mean the manager of the security company appointed by the Association from time to time;
- 2.10. "stand" shall mean a stand or erf on the Property, with or without a building structure or structures thereon;
- 2.11. "Sub-developer" shall mean a developer of a Residential 2 zoned property;
- 2.12. Unless the context otherwise requires:
  - words importing the singular number shall include the plural number and vice versa;
  - words importing the masculine gender shall include the feminine gender;
  - words importing natural persons shall include firms and corporate bodies.

### 3. THE RULES

#### 3.1. PETS

- 3.1.1. No pets other than birds (parrots, budgies, etc.) caged inside a portable cage, shall be allowed on the Estate. Bird aviaries of any nature is strictly prohibited. Birds left outside at night must have their cages covered. An exception to this rule may be granted by the HOA on application to any person who suffers from a disability who may need assistance from a dog example: guide dog. Rules will be applied on the granting of this application.

#### 3.2. DOMESTIC AND GARDEN WORKERS

- 3.2.1. All members shall ensure that their gardeners, domestic workers and/or visitors do not cause any disturbance and ensure that their vehicles are not parked or worked on in the streets and/or the open spaces and do not pose any risk to security on the Property;
- 3.2.2. All staff employed by residents, commercial enterprises and the HOA be it domestic workers, gardeners, care facilitators and or HOA Employees who need to enter the estate to perform work for extended periods of more than 5 days entries a month, will be evaluated and issued with an access code/card or be registered on the CMS facial recognition system to enter the estate. These persons must have a valid ID document and follow the procedure at the gate to gain access to the estate;
- 3.2.3. The above rule is not applicable to commercial enterprises making deliveries.
- 3.2.4. For security reasons all staff employed by residents, commercial enterprises and the HOA are only permitted to make use of the paved roadways while going to and leaving from their place of work. The following areas are prohibited: water areas, green areas and open spaces including the security servitudes.

#### 3.3. NEIGHBOURLINESS AND RELATED ISSUES

- 3.3.1. Members shall be responsible to maintain the area between the road kerb and their property boundaries;
- 3.3.2. The HOA reserves the right to insist on corrective action to be taken by the Home Owners should the HOA believe that any washing lines, water tanks and any object deemed to be an eyesore be screened from neighbours and out of public view. This to include caravans, trailers or boats that do not fit in with the overall aesthetic of the estate, this could include the removal thereof off the estate in some cases;
- 3.3.3. Wendy houses/tool sheds that do not conform with a standard set out by the board of directors are not permitted. These structures may not exceed 1½m<sup>2</sup>;
- 3.3.4. Landscaping of the open spaces shall be certified by an authorized representative of the Association and only indigenous flora shall be allowed. We recommend that members only plant indigenous plants, shrubs and trees in their gardens;
- 3.3.5. Littering and dumping anywhere on the Property are strictly prohibited;
- 3.3.6. Flora may not be damaged or removed from the open spaces;
- 3.3.7. Fauna may not be hunted, chased, trapped, teased, or interfered with in any way that might be construed as harmful to indigenous Fauna on the Property; in the event that any Fauna are to be removed i.e. (number control) from the estate. The HOA shall ensure that it will be done in a respectful and dignified manner as to cause the least amount of stress to the Fauna;
- 3.3.8. Foreign fauna may not be introduced or let free on the Property;
- 3.3.9. No activity or hobby that could cause aggravation, nuisance or a security risk to fellow members is allowed;
- 3.3.10. No person and/or entity shall in or upon any property or premises disturb the peace in the estate by making therein or thereon any unseemly noises, or by shouting, wrangling, quarrelling and singing or by playing therein or thereon a musical instrument or use or permit to be used any musical instruments, radios, television sets or the like or any loudspeaker or other device for the reproduction or amplification of sound in such manner or at such time or in such circumstances that the sound thereof is audible beyond the boundaries of such property or premises and materially interferes with the ordinary comfort, convenience, peace or quiet of the occupiers of surrounding properties. All louder music must stop at 20:00 on weekdays, and 22:00 on Fridays, Saturdays and Sundays. Formal club functions at the club house will cease at 24:00;
- 3.3.11. No communes shall be permitted;
- 3.3.12. All motorbikes and motorized scooters are to be operated at generally acceptable noise levels. They shall be roadworthy and licensed, and riders shall wear helmets and shall be licensed to drive such vehicles. No motorized vehicle of any kind shall be allowed on the public walkways, except for security vehicles. Quad bikes in any form are strictly prohibited to be operated on any part of the estate except for security personnel performing patrolling duties. In the case of private golf carts these may only be operated by persons with a valid drivers or learners license. Persons without a valid drivers or learners license may only operate these golf carts under adult supervision which have a valid drivers license. The said adult accepts all liabilities for injury and damage to property. All Koro Creek's golf carts may only be operated by persons with a valid drivers license in all areas of the estate;
- 3.3.13. No weapons of any description (including category 1 & 2 pellet guns and air guns) shall be used or discharged on the Property;
- 3.3.14. For the safety of everybody on the Property, the general speed limit shall be 40 km/h and shall be strictly adhered to at all times;
- 3.3.15. Parking on sidewalks, in streets opposite or on traffic islands and on the open spaces is prohibited;

- 3.3.16. Mowing and trimming of lawns on Sundays before 08:00 as well as between 12:00 to 18:00 is prohibited;
- 3.3.17. No major gathering or parties on any of the open spaces shall be allowed unless prior written permission from the Association has been obtained;
- 3.3.18. No fireworks may be set off on the Property;
- 3.3.19. No postal street deliveries shall be allowed on the Property. Members shall be responsible for arranging their own private post boxes;
- 3.3.20. No commercial vehicle larger than a 1.5 ton may be parked permanently on a homeowner's property within the estate or anywhere on the estate; 'Permanent' is not defined and is open to interpretation. Typically, where noted on the internet heavy vehicles) i.e., in this case over 1.5 ton) are restricted to a maximum of 6 or 8 hours per day in a residential area (e.g., removal van) during business hours, and no overnight parking on the estate is permitted. The same should apply to trailers over a length/mass to be noted. One would need to consider a dispensation for a boring machine and compressor depending on circumstances.
- 3.3.21. A person intending to slaughter an animal on the estate needs to adhere to all HOA rules and municipal by-laws and regulations applicable at the time which might include but not limited to the following: (a) notify the local municipality and Homeowners Association in writing, fourteen (14) days prior to the event. Written notification should include:
  - The date and time of the slaughter. The type of animal to be slaughtered
  - The name and qualifications of the person who will be carrying out the slaughter.
  - Confirmation that the animal will be brought onto the premises immediately prior to the ritual slaughter and that the carcass will be removed immediately from the premises after the slaughter and (not more than 12 hours).
- 3.3.22. Working of meat must be done within 12 hours and the remains should be removed immediately. The HOA must be notified when a carcass is brought onto the Estate.
- 3.3.23. If any of the HOA rules are not adhered to the first penalty or fine of 20% of the monthly levy will be charged without prejudice of any of the association's rights as per 10.12. of the Koro Creek MOI. Should no remedial action happen a second fine of 40% of the monthly levy will be issued. After the 2nd penalty or fine this matter will be taken to the board and depending on the severity of the case the board may choose to appoint a disciplinary committee to deal with the matter which could lead to a third fine which will not exceed the maximum monthly levy amount.
- 3.3.24. and/or take legal action. Any legal costs will be for the member's account.
- 3.3.25. Levies are paid in advance and must be paid by no later than the 7<sup>th</sup> of the current month.
- 3.3.26. Pedestrians (maids, gardeners and building contractors) must follow security protocol on entering and leaving the estate. Failure to either register in or out will result in a 7-day suspension from entering the estate. Any resident who takes a pedestrian through the security gate and fails to let the said pedestrian register their entry or exit will receive a fine.
- 3.3.27. Drones may only be operated on the estate for a specific purpose and with prior approval from the HOA.
- 3.3.28. Members shall be responsible to maintain their property in good order not to become an eyesore for the neighbours or the public.

#### 3.4. BUILDERS

##### 3.4.1. GENERAL

- 3.4.1.1. A Home Owner may use his/her own registered Architect or draftsman provided such Architect or draftsman is registered with the Home Owners Association, SACAP as well as the necessary bodies/associations as required by law.
- 3.4.1.2. Any registered owner has the right to conduct his/her own construction subject to all HOA rules, aesthetical guidelines as published in the HOA rules and contractors guide, as well as applicable municipal regulations, by laws and requirements and any applicable legislation and/or regulations as published in the government gazette from time to time. Construction may only proceed once all the above criteria has been met and the plans have been approved by both the relevant authorities and the HOA.
- 3.4.1.3. All building plans have to be approved by the AC and the Local Authority as required from time to time, before the commencement of any construction or alterations;
- 3.4.1.4. All properties must have their boundaries confirmed by a qualified land surveyor before commencement of any construction at the expense of the owner of the property. A certified survey must be handed in at the offices of the HOA prior to commencement of building operations;
- 3.4.1.5. Any damage caused to any property on the Property by any member, contractor, sub-contractor, or supplier shall be repaired by the member to the satisfaction of the Association. Failure on the part of any member to so repair or make good the damage, shall entitle the Association to affect such repairs and debit the member with the cost thereof and may lead to the suspension of activities and/or denial of access to the Property, and/or civil litigation without prejudice to any other right or remedies available to the Association;
- 3.4.1.6. The Association reserves the right to institute further controls in respect of any building activities or supply of any products or services on the Property. Such controls shall also be binding on all members, contractors, sub-contractors, suppliers, and labourers operating on the Property.
- 3.4.1.7. Site notice board as per annexure "A" will only be allowed.
- 3.4.1.8. Properties being operated as Guesthouses, or any other forms of short-term accommodation which is provided for compensation must obtain the relevant approval from the local municipality and such properties must be rezoned accordingly. Owners of such properties must submit copies of the relevant zoning certificates from the local municipality at the HOA office. Property owners where guest houses are operated or short-term accommodation for compensation is provided, operating without the necessary approval and/or zoning certificate from the local municipality will be subject to a penalty or fine as stated in rule 3.3.23; Property owners will ensure that a responsible person will be on site at all times during their guest stay;
- 3.4.1.9. All persons who wish to operate a guesthouse, air B & B or similar lodging establishments must apply to the HOA for approval. The property for which the application is submitted must have the infrastructure i.e. parking, rooms, and square meters to accommodate the number of guest staying at the premises. The premises cannot be operated to the detriment of neighbours and other residents of Koro Creek. The HOA reserves the right to decline any application without prejudice.

#### 3.4.2. OBLIGATIONS OF MEMBERS

It is the duty of the members to ensure that their contractors and/or project managers and/or sub-contractors and/or suppliers is/are made aware of these rules and that they comply therewith. In this regard these rules shall form part of and deemed to be incorporated in any building contract concluded in respect of any land on the Property. It is also the duty of the members to ensure that their contractors and/or project managers and/or sub-contractors and/or suppliers is/are complying with all applicable HOA rules, Municipal regulations and by-laws, Government legislation AND/OR regulations including but not limited to the OHS and Labour Acts. Failure to remedy any breach contained in these rules by a member within 7 days after a written notice by the HOA shall result in the charging of a penalty as published to the transgressing member and/or suspension of building activities and/or denied access to the Property for project managers, contractors, suppliers, or their labourers and/or civil litigation without prejudice of any other rights or remedies available to the Association.

#### 3.4.3. REGISTRATION

All members shall ensure that their contractors, project manager, sub-contractor or suppliers of services are registered with the Association. Application for registration is done by filling out an application form and pay the registration fee together with submitting a company portfolio and NHBC certificate. To ensure all applicable HOA RULES, Municipal regulations and by-laws, Government legislation AND/OR regulations including but not limited to the OHS and Labour are adhered to.

#### 3.4.4. BUILDING OPERATIONS

- 3.4.4.1. No building operations shall be executed on Saturdays, Sundays and public holidays and the annual builder's Christmas recess under any circumstances.
- 3.4.4.2. Building shall commence no later than 24 months after date of registration or transfer of the stand.
- 3.4.4.3. Once building operations have commenced you have up to 1 year to complete the build. Building operations must be continued except during the December builder's holiday. Should building operations not take place for a week, it will be deemed that building operation has ceased, and a penalty of 20% of the monthly levy will be charged without prejudice of any of the association's rights as per 10.12. of the Koro Creek MOI. After the 2nd fine this matter will be taken to the board and depending on the severity of the case the board may choose to take legal action. Any legal costs will be for the member's account.
- 3.4.4.4. Second buyers to retain the balance of the first buyer's 24 months plus 12 months thereafter (i.e. from second buyer's registration of transfer date).\*\*\*
- 3.4.4.5. Third buyers to be allowed 12 months' extension from date of registration of transfer.\*\*\*
- 3.4.4.6. No building equipment, materials, building rubble or refuse may be dumped or stored on any adjoining land, any road, open spaces, on the sidewalks or anywhere else on the Property, under any circumstances.

\*\*\* Moratorium on rule relating to building commencement date

#### 3.4.5. SITE ACCESS AND EGRESS

- 3.4.5.1. Access to and Egress from the site for all construction management, site staff, sub-contractors and suppliers will be through the Service gate (Gate 3);



- 3.4.5.2. All labourers shall be in possession of a valid identity document, valid passport or immigration permit;
- 3.4.5.3. Contractors, their staff, sub-contractors and labourers, shall only enter the Property after 06:00 and leave the Property prior to 18:00 from Monday to Friday;
- 3.4.5.4. In the event that a member elects to secure his/her building site by way of site security guards the member must obtain prior permission from the HOA. Only security of an approved vendor registered with PSIRA and vetted by the HOA security provider will be allowed after acceptance of all HOA rules and regulations by such provider. The cost for any private security arrangement to be borne by the member.
- 3.4.5.5. Building activity is not permitted during the holiday in December/January period (dates will be advised annually);
- 3.4.5.6. Delivery of building materials and supplies shall be scheduled between 7:00 and 17:00 on weekdays only. No deliveries on weekends or outside these hours shall be permitted. Suppliers arriving outside these allowed times shall not be granted access;
- 3.4.5.7. Members, project managers and contractors need to inform suppliers of building materials and supplies that the roads on the Property are proclaimed municipal roads and are subject to the relevant legislation. Delivery vehicles suspected of being overloaded, shall be subjected to a heavy-duty axle weigher (weighbridge) and if found containing a mass exceeding 8 tons per axle, shall be denied access to the Property. Due to the road surface the following restrictions will be placed on delivery vehicles entering the estate:
  - Non articulated vehicles only
  - Maximum length 9.1m
  - Maximum width 2.6m
  - Maximum Gross Mass 20 000kg
  - Maximum axle weight 8 000kg
- 3.4.5.8. All vehicles entering or leaving the Property may be subject to a search by the Manager, Security Manager or appointed security personnel;
- 3.4.5.9. The only point of access and egress for all contractors and their labourers shall be via the Service gate (Gate 3);

#### 3.4.6. LABOURERS

- 3.4.6.1. Lingering by labourers shall not be permitted on the Property;
- 3.4.6.2. Labourers shall only be permitted to enter or exit through the designated gate;
- 3.4.6.3. Contractors and/or labourers entering the Property on an ad hoc basis, for a maximum of 3 days at a time e.g., glazers, under floor heating specialists, landscapers and cleaners, shall obtain temporary permits. Temporary permit holders shall only be allowed on the Property between 09:00 and 16:00 during weekdays;
- 3.4.6.4. All labourers shall be transported to and from their place of work by the contractor. Labourers working on more than one site and who have to move between sites, shall only do so by means of transport by the contractor;
- 3.4.6.5. The contractors shall ensure that there is adequate protection to prevent any damage to roads and any infrastructure. Failure to do so could result in fines or deductions against the building deposit;
- 3.4.6.6. The member shall ensure that his/her contractor does not cause any damage to property or infrastructure within the estate. Any damages caused on the estate will be for the account of

the member. Failure to do so could/will result in a fine/or deductions against the building deposit. In the event that the cost to repair damage caused in terms of this clause exceeds the building deposit the HOA reserve its right to institute any action that may include but not limited to debiting the members levy account for any shortfall.

#### 3.4.7. DISCIPLINE

- 3.4.7.1. Contractors shall be responsible for the discipline of their labour force and all sub-contractors utilized by them whilst on the Property;
- 3.4.7.2. Any dispute between the contractors and their laborers shall be settled outside of the boundaries of the Property;
- 3.4.7.3. Contractors and their laborers shall not disturb any fauna and flora.

#### 3.4.8. HOUSEKEEPING

- 3.4.8.1. All building sites are to be kept clean at all times;
- 3.4.8.2. Building sites shall be screened on all sides with a green shade cloth fence (minimum 80% density) at 1.6m high, secured with 5 strand wires with droppers at 2m intervals. This screening is to be maintained until completion of the project. No building related activity may encroach onto the open spaces. The site must be completely enclosed during periods of no construction.
- 3.4.8.3. No concrete, dagha, cement or any building materials may be stored (even temporarily), mixed or prepared or spilled on any of the roadways or pathways;
- 3.4.8.4. Materials that are off-loaded by suppliers or contractors may not encroach onto any adjacent site unless written permission has been obtained from the owner of such site. The contractor is also responsible for the removal of any sand, cement, rubble, waste and refuse that may be washed or blown onto the road or pavement. Where delivery of materials is impossible due to the topography of the stand or sidewalk as such the materials shall be off-loaded at a secure site outside the Property and delivered to the site by means of alternative transport;
- 3.4.8.5. Contractors shall provide adequate facilities for the disposal of rubble, waste and refuse and ensure that their labourers utilize these facilities. The use of a wastage/refuse bin (210-liter drum) or skip on every building site is mandatory. No rubble, waste or refuse may be burnt or buried on site. No form of paper, plastic bags, empty food or beverage containers, cement bags, tile off cuts, ceiling boards, roof tiles, rubble or the like are to be left lying around on any building site, adjoining stand, the open spaces, roads or sidewalks;
- 3.4.8.6. Contractors shall ensure that the open spaces, storm water systems, roadways and pavements at the relevant building site are at all times kept clean and tidy and free from obstruction;
- 3.4.8.7. Pollution and contamination of groundwater and run off water is of particular concern. Contractors shall ensure that special care be taken in the handling, disposal and cleaning-up operations;
- 3.4.8.8. No fires shall be made on the Property;

- 3.4.8.9. Contractors shall provide approved chemical toilet facilities or a temporary connection to the main sewerage system with water flushing, for use of labourers on all building sites. No 'long drops' shall be permitted. To prevent blockage of the sewerage system only toilet paper shall be used. Contractors shall ensure that toilet structures and changing facilities are suitably screened from the public view. An enclosure of a minimum of 1.6 meter high above natural ground level around the ablution area is required and should be big enough to allow labourers to change and wash inside such enclosure. 'Zero tolerance' rule shall apply – NO screened toilet, NO work;
- 3.4.8.10. No dumping or littering of any nature including but not limited to building material, garden and household refuse is permitted anywhere on the estate.
- 3.4.8.11. The site notice board shall not exceed 925 mm x 925 mm in size. The stand number shall also be displayed on such boards. Boards shall only be displayed once construction has commenced, except in the case of a Sub-developer, in which event only one board, shall be allowed. Boards are to be removed once the residence is occupied;
- 3.4.8.12. The general speed limit on the Property is 40 kph. Speeding, disregard of stop signs, reckless driving and any other public traffic offences shall not be tolerated. Due care must be taken that roads are not blocked during loading or off-loading at any building sites;
- 3.4.8.13. No pets, birds or domestic animals belonging to contractors or and/or labourers shall be permitted on the Property;
- 3.4.8.14. Excessive noise, including loud shouting or whistling by labourers, radios, hooters and revving of motor vehicles and repairs to such vehicles, shall not be permitted;
- 3.4.8.15. No direct connections and/or interference with the Municipality electricity boxes shall be allowed. ALL electrical connections of this nature are to be dealt with by the member and his/her contractor in terms of municipal rules, regulations and by laws applicable. Any transgressions will be reported to the municipality by the HOA without prior consultation with a member.

### 3.4.9. STATUTORY REQUIREMENTS AND RELATED ISSUES

- 3.4.9.1. Contractors and/or suppliers operating within the Property shall comply with all relevant statutory requirements as set by, inter alia the Local Authority, national or provincial government or other relevant institutions. These requirements shall include but not be limited to the OHS Act, registration, labour issues, and liability insurance in respect of third parties, accidents and injuries.

### 3.5. SECURITY

- 3.5.1. In the interest of providing an effective security system, the security protocol shall be adhered to at all times;
- 3.5.2. Members and contractors shall treat the security personnel in a co-operative and respectful manner;
- 3.5.3. Every member shall request visitors to adhere to the security protocol, and shall advise security personnel in advance of pending arrivals of visitors, vehicle registration numbers and destinations;
- 3.5.4. Members shall report any suspicious actions or people to the security personnel;

- 3.5.5. Members are advised to inform the Estate / Security Manager when going on holiday;
- 3.5.6. Members, domestic workers and gardeners shall obtain access cards from the Manager at the prescribed fee;
- 3.5.7. It is recommended that members install alarm systems, linked to the security main gate.

### 3.6. PROPERTY TRANSACTIONS

#### 3.6.1. GENERAL

- 3.6.1.1. To ensure all HOA rules are known to the buyer and rules are adhered to, accredited Agencies/Agents shall be allowed to operate on the property. Applications for accreditations shall be submitted to the HOA. This however will not change the owner's right to freely elect an agent of his or her choice shall not be infringed. The accredited agents are the Associations preferred suppliers,
- 3.6.1.2. Accredited Agencies/Agents shall ensure that all purchasers of land on the Property are made aware of the rules, the Architectural Guidelines, and the Articles and furthermore that copies of such documents are made available to such purchasers.

#### 3.6.2. AGENTS

##### 3.6.2.1. Accreditation

The following accreditation process shall be followed:

The Agency shall:

- In order for real estate agents to operate on Koro Creek, the HOA require that the said agent complies with the property practitioners act and have FFC certification and also be registered with the HOA;
- Complete and submit an accreditation application form to the HOA;
- Pay the fees determined by the Association annually. The full annual fee shall be payable, irrespective of the date of accreditation; The owner's right to freely elect an agent of his or her choice shall not be infringed.
- Submit a list containing the names and telephone numbers of all Agents and employees active on the Property;
- Submit its, as well as their Agents' Fidelity Funds certificates issued by the Estate Agent Affairs Board;
- Submit its standard sales agreement to be used for all sales on the Property for approval, which shall at all times include the following clauses:

##### "1. HOMEOWNERS ASSOCIATION

1.1 It is recorded that The Koro Creek Homeowners Association has been incorporated (in terms of Section 21 of the Companies Act), to manage and promote the communal interest of the members of the Koro Creek Golf Estate.

1.2 The purchaser agrees that:

- 1.2.1 Immediately on becoming the registered owner of a stand, he will automatically become a member of the Association and will be bound by the Memorandum and Articles of Association of the Association;

- 1.2.2 For as long as he is the registered owner of a stand, he will remain a member of the Association and be bound by its Memorandum and Articles of Association;
- 1.2.3 In the event of a property being sold the seller will ensure that his purchaser is made fully aware of the conditions of the Memorandum and Articles. The HOA will also ensure that new members are fully aware of the MOI and all rules and documents must be sent to new members prior to releasing the clearance certificate.
- 1.2.4 The following provisions are to be inserted in the title deed to the property in this form or in such form as may be determined by the Registrar of Deeds and are imposed as conditions in favour of the Association.
  - 1.2.4.1 The owner of the stand, or any subdivision thereof, shall not be entitled to transfer the stand, or any portion thereof, or any unit, or any interest therein, without the prior written confirmation of the Association that all amounts due to the Association have been paid in full and that all building rules have been complied with;
  - 1.2.4.2 Every owner of a stand, or of any subdivision thereof, or of any interest therein, shall automatically become and shall remain a member of the Association and be subject to its Memorandum and Articles of Association until he ceases to be an owner of aforesaid. Neither the stand nor any subdivision thereof, nor any interest therein, shall be transferred to any person who has not bound himself to the satisfaction of the Association to become a member thereof;
  - 1.2.4.3 No improvement of any nature may be effected to a stand without the prior written approval of the Association and any building plans in respect of any improvements to be erected on a stand shall be subject to the prior written approval by the Association;
  - 1.2.4.4 The owner of a stand shall not alter the access to such stand without the prior written consent of the Association and the Local Authority.
- 1.3 The above provisions are for the benefit of the Association and constitute a stipulation alteri, which shall be deemed to have been accepted by the Association, unless advised to the contrary in writing, within 7 (SEVEN) days from date of signing of the purchase agreement.”
- 3.6.2.2. Accreditation duration
 

The accreditation shall endure for a period of 12 (twelve) months or any portion thereof, expiring on last day of February each year and shall be renewable annually on the 1st day of March, by written application in the prescribed manner.
- 3.6.2.3. Obligations of Agencies
 

The Agencies shall:

  - 3.6.2.3.1. At all times adhere to the provisions of the Articles and the rules;
  - 3.6.2.3.2. Apply for access to the Property in terms of the Association’s access control policy;
  - 3.6.2.3.3. Accept responsibility for the actions of each of its Agents and/or employees;
  - 3.6.2.3.4. Not in any advertisement, of any nature claim to represent the Association;
  - 3.6.2.3.5. Not canvass, advertise, hand out flyers or similar material for property transactions on a door-to-door basis on the Property;

- 3.6.2.3.6. Operate only on a 'by appointment' basis;
- 3.6.2.3.7. Not erect any advertising signboard on the Property,
- 3.6.2.3.8. Outdoor branding is only allowed to be erected on the relevant property on show. All outdoor branding to be erected and removed on the same day. Please refer to rule 3.6.2.3.13 for show house days and times;
- 3.6.2.3.9. Only use free standing advertising signs, provided such free standing signs are erected parallel and against the building line of the land for sale which shall not obstruct pedestrian flow or visibility;
- 3.6.2.3.10. Not use 'pointer boards' on the Property;
- 3.6.2.3.11. Not erect any boards at the entrance to the Property, traffic circles, intersections, parks or its surrounds and the open spaces; with the exception of a single board at the visitor's gate circle during show house times. Please refer to rule 3.6.2.3.14 for show house days and times;
- 3.6.2.3.12. Erect only one 'For Sale' board on each land for sale on show days; This rule does not apply to the vacant stands belonging to the Developer;
- 3.6.2.3.13. Arrange for "Show houses" on Saturdays, Sundays, and public holidays only between 09:00 and 16:30 and ensure that the activities at such show houses do not interfere with or cause a nuisance to the neighbours or within the residential area of the estate. The agent must provide the management in writing with the detail of property concerned on the Wednesday preceding the intended show day;
- 3.6.2.3.14. All show day visitors shall be required to adhere to the standard access and egress security procedures of the estate. The agent takes full responsibility for any visitors allowed access to the estate by the agent;

### 3.6.3. OBLIGATIONS OF THE ASSOCIATION

The Association shall:

- 3.6.3.1. Issue clearance certificates within a reasonable period on condition that all requirements issued by the Association from time to time are duly met;
- 3.6.3.2. Upon date of accreditation furnish the Agency with an electronic copy of the Articles, Architectural Guidelines, and rules, and thereafter furnish the Agencies with all amendments thereto, from time to time.

### 3.6.4. PRIVATE PROPERTY TRANSACTIONS

The rules applicable to "Property Transactions", shall equally apply to members electing to execute their own property transactions (i.e., without utilizing the services of an Agency/Agent) except those rules which are within the context, not applicable. Homeowners are not allowed to erect any 'For Sale' boards anywhere. Written agreements utilized for such purpose shall be approved by the HOA, in writing.

### 3.6.5. BREACH

The Association and/or the HOA shall have the right to take whatever steps it deems necessary, including but not limited to, without notice, the immediate cancellation of the accreditation, in the event of breach of any of these rules.

#### 3.6.6. DISCLOSURE OF INFORMATION

Whereas the Association is in a confidential relationship with its members, the Association and/or the HOA, including its employees and staff, shall not disclose any information relating to any members (past or present) to any third party in terms of any government legislation as pertained including but not limited in the POPI Act.

- 3.6.7. Should the purchaser of any property on Koro Creek form part of a Company, Close Corporation or Trust, all Directors of the Company, Members of the Close Corporation or Trustees of the Trust (whichever is applicable) co-undersign the annexed Suretyship Agreement in favour of the Koro Creek Home Owners Association guaranteeing that the Company, Close Corporation or Trust will fulfil all its future obligations owing to the Koro Creek Home Owners Association. The Parties specifically agree that unless all Directors, Members or Trustees sign the Suretyship Agreement the Purchase Agreement of any property by such entity in the Koro Creek Home Owners Foundations Estate, will be of no force or effect.

## 4. ARCHITECTURAL GUIDELINES

### 4.1. INTRODUCTION

The purpose of this document is to ensure that the overall development is in harmony with the Waterberg Bushveld atmosphere, but yet to encourage individual creativity of style, aesthetics and design as desired by both the developers and the homeowners, without sacrificing maximum privacy. (To ensure maximum security over your investment during the development and construction phase, it will be necessary to regulate the procedures and activities of the contractors and all other parties concerned.)

- 4.1.1. The AESTHETICAL COMMITTEE (AC) was established in terms of the Articles. Guidelines are set for all residential developments on the Property, over and above and in addition to the all-town planning conditions and restrictions of establishment and title deed restrictions, applicable to the Property.
- 4.1.2. Any reference to a member shall, for the purpose of these Architectural Guidelines, include a Sub-developer (as on Residential 4 stands), who shall mutatis mutandis be bound by these guidelines.
- 4.1.3. A homeowner may use his/her own builder (to be registered with the NHBRC) provided same has registered with the "Home Owners Association". A list of Architects and builders is available at the offices of the HOA.
- 4.1.4. Any registered owner is entitled to appoint his/her own NHBRC registered builder for construction of a house on the stand purchased and is not under obligation to make use of the Resident Builders. Certain Rules and Regulations will still apply which must be cleared with the Estate Manager prior to the commencement of any building activity.
- 4.1.5. Any builder not yet approved by the HOA must apply for approval as a builder at the HOA and must supply the following information:
- 4.1.5.1. NHBRC certificate;
  - 4.1.5.2. Details of the registered owner contracting his services;
  - 4.1.5.3. A short curriculum vitae;

4.1.5.4. A list of the sub-contractors he will contract with as well as the work to be done by each sub-contractor.

4.1.6. Management of the development is controlled by the Developer or its Nominee. Management shall review these guidelines in the best interest of all parties and make recommendations for amendments as may be necessary.

#### 4.2. GENERAL: RESIDENTIAL 1 AND 2

##### 4.2.1. TIME LIMITS FOR CONSTRUCTION AND OCCUPATION

The construction of any improvement on a stand shall commence within 24 (twenty-four) months from the date of registration of transfer of ownership and be completed within 12 (twelve) months thereafter. No member shall be entitled to occupy any unfinished house.

##### 4.2.2. STANDS GENERAL

4.2.2.1. No stand shall be subdivided or rezoned for any other use than a SINGLE HOUSE (outbuildings excluded).

4.2.2.2. Stands may be consolidated with prior written permission of the HOA in which case the owner shall be liable for any combined levies related to each particular stand and any other cost.

4.2.2.3. No boreholes may be drilled on any stand without the necessary approval letter from the local authority and payment of the refundable borehole deposit.

##### 4.2.3. DEVELOPMENT DEPOSIT

4.2.3.1. A refundable non-interest bearing "Development Deposit" shall be paid by the building contractor, be it a contractor, owner builder or developer before commencement of any work.

4.2.3.2. The amount payable is R7,500.00 per stand.

4.2.3.3. The deposit will be refunded to the contractor on request, on completion of the building, and after the contractor has fully complied with the following requirements:

4.2.3.3.1. Repair any damage to the sidewalk, caused by building activities:

4.2.3.3.2. Remove rubble and/or rubbish on sidewalks and/or adjoining stands:

4.2.3.3.3. Repair any damage to street furniture, streetlights, litter bins, benches etc.:

4.2.3.3.4. Repair any damage to Eskom and/or Telkom boxes and/or any manhole covers:

4.2.3.3.5. Repair any damaged kerbs and/or storm water drains on the stand boundaries:

4.2.3.3.6. Repair any damaged paving and concrete spilled on paved surfaces not cleaned properly:

4.2.3.3.7. Repair damaged irrigation pipes and/or sprinklers:

4.2.3.3.8. Repair any cables and/or pipes damaged during excavation activities:

4.2.3.3.9. Submission of Occupation Certificate issued by the Local Authority:

4.2.3.3.10. Box in all plumbing pipe exposed from the second floor of double storey buildings:



- 4.2.3.3.11. Remove all signboards erected by the contractor during construction period.
- 4.2.3.3.12. An additional building levy of R20.00 per square meter will be charged for any new building or any alterations to a building.

#### 4.2.4. TOWN PLANNING

The guidelines set out below, are in addition to any restrictions/requirements imposed by the conditions of the title, town planning schemes and/or national and/or any other building regulations. Notwithstanding that plans shall comply with such restriction, requirements and regulations imposed by Authorities, the approval of any plans or improvements on the Property, shall be at the sole discretion of the AC. Likewise, compliance with the guidelines imposed by the AC shall by no means absolve an applicant from the obligation to comply with the regulations, restrictions and recommendations imposed by Authorities, nor shall the AC's approval be construed as compliance with the requirements imposed by town planning schemes, building regulations or permitting any contravention of regulations of any Authority having legal jurisdiction.

##### 4.2.4.1. Coverage and FAR

###### Double storey houses

Double storey houses may be erected on all stands. The ground floor area of any house (single or double storey) shall not exceed 50% (fifty percent) of the area of the stand and the first floor of a double storey house shall not exceed 60% (sixty percent) of the total area of the ground floor, in order not to exceed the maximum 'FAR' (Floor Area Ratio) of 0.8. A house of 50% coverage and 60% of that 50% of the coverage for the first floor will give a 'FAR' of 0.8. (Example:  $0.5 + (0.6 \times 0.5) = .05 + 0.3 = 0.8$ ).

Basements are excluded from 'FAR'. Double volume and staircase areas however to be included in the calculation of the area of both floors.

##### 4.2.4.2. Density: Residential 1 and 2 Stands

Only one house plus outbuildings shall be allowed on a stand. Outbuildings may include: Garage, Storeroom and Staff toilet. No Staff Quarters will be allowed.

##### 4.2.4.3. Density: Corporate and Residential 4 Stands

4.2.4.3.1. No more than 15 units per hectare for each cluster development.

4.2.4.3.2. The minimum size of a stand shall not be less than 450m<sup>2</sup>, unless prior written approval, for a smaller area, is obtained from the AC.

4.2.4.3.3. At each unit a double garage plus parking for 2 vehicles shall be provided on the stand.

##### 4.2.4.4. Height restriction

Only two storeys shall be erected on approved stands and no part of the structure shall exceed 9.5 (nine point five) meters above the natural ground level measured at the lowest point of the stand where the house is situated. Architectural projections e.g. chimneys are excluded from this limitation.

##### 4.2.4.5. Building Lines

No structure shall be erected outside the building lines imposed by the town planning scheme provided that the AC, shall in its sole and absolute discretion be entitled but not obliged, to support an application to the Local Authority for the relaxation of such

building lines. Details of the building lines are obtainable from the Construction Manager or from the Building Control Department of the Local Authority.

#### 4.2.4.6. Services

##### 4.2.4.6.1. Water

Water for household use is supplied by the Local Authority. All stands are serviced for water supply.

Application for a water connection on each stand is to be made to the Local Authority. The Local Authority shall on application and payment of the prescribed fee, do the installation of a pre-paid water meter, to the stand.

##### 4.2.4.6.2. Sewerage

Sewerage connections are supplied by the Local Authority. All proclaimed stands are already serviced.

##### 4.2.4.6.3. Electricity

An Electrical connection for a stand on the Property shall be provided by the Local Authority. All proclaimed stands are already serviced.

##### 4.2.4.6.4. Telephone

All applications for household telephones are to be made directly to Telkom.

#### 4.2.4.7. Treatment of Stand boundaries

All requirements for the treatment of boundaries are to be provided by the Aesthetical Committee.

4.2.4.7.1. No solid walls are permitted on Street and Rear boundaries. Except in the case of houses on the perimeter of the Estate where solid walls on the rear boundaries will be allowed. Members are however encouraged to rather apply landscaping and plants to provide the required privacy (e.g., to screen swimming pools etc.) This can be applied in combination with piers and plinths with timber infill panels as follows:  
Plinths of a maximum height of 1.2 meters with piers not higher than 2.1 meters at approximately 3 meters centers. The total height of such structure shall not exceed 2.1 meters. The piers may be approved brickwork, brickwork plastered and painted, or stone or timber, as long as it complements the aesthetics of the buildings. Infill panels can also be timber trellis work, gum poles or even split poles and are to be approved by the AC.

##### 4.2.4.7.2. Side Boundaries

Walls on side boundaries between stands must be done in approved brickwork, brickwork plastered and painted, stonework or timber, like gum poles or split poles, as long as it compliments the aesthetics of the buildings and to be approved by the AC. Such walls shall not extend over the building lines on the street side (5m) and the rear (2.5m). Walls shall not be higher than 2.1 meters. Walls on the side boundary lines over the street side and the rear to form part of those boundary treatments, thus be treated as such. No security spikes, razor wire or electric fencing shall be permitted on top of the boundary walls. Stands on the perimeter of the Estate will be security protected by the developer. In order to improve the aesthetics of the fencing on the open spaces side the AC and/or the Parks Committee may require the planting of shrubs and/or other plants in the open spaces.

##### 4.2.4.7.3. Swimming Pools

Safety security measures at swimming pools to comply with the National Building Regulations and shall be enforced by the Local Authority.

4.2.4.8. Prohibited building materials

The following materials are strictly prohibited:

4.2.4.8.1. Unpainted plastered walls.

4.2.4.8.2. Exposed face bricks are allowed under the following circumstances:

- As a feature wall up to a maximum of 30% of side walls the following are the approved Corobrik bricks, Topaz Travertine, Mopani Travertine, Kiaat Travertine, Montana Travertine, Agate Travertine and Firelight Travertine.
- As a boundary wall, as long as it is a clay brick semi face NFX, sample to be given to HOA office for approval before construction starts. Boundary wall to be neatly finished and cleaned.

4.2.4.8.3. Metal sheeting and unpainted steel.

4.2.4.8.4. Reflecting and or false roofing materials.

4.2.4.8.5. Pre-cast concrete walls.

4.2.4.8.6. Razor wire, security spikes, electrical fencing, or any similar features except with permission of the AC on the perimeter of the Property.

4.2.4.8.7. Awnings, lean-to and /or temporary carports which do not compliment the structure of the building.

4.2.4.8.8. Concrete block walls, excluding boundary walls.

4.2.4.8.9. No Spanish or externally fitted burglar bars:

Written approval to be obtained from the AC for the use of any building materials or building methods, other than conventional bricks and mortar.

4.2.4.9. General

To allow for diversity, a variety of individual architectural designs are encouraged and permitted. The style of all structures on the Koro Creek Estate shall comply with the Waterberg Bushveld theme acceptable to Management. The design of all houses shall show sensitivity to the existing features, flora, and topography. Specific requirements and conditions relating to all houses to be built are as follows:

4.2.4.9.1. Walls: External walls to consist of a combination of Stone, plastered clay bricks, with earthy colours and wooden features or an acceptable simulation of these natural materials. Roofs: Preferable: thatch and gum poles or black or charcoal coloured cement tiles or charcoal grey or dark dolphin coloured chromadek to be in sympathy with matured thatch roof colour.

4.2.4.9.2. Doors and windows: Preferably wooden doors and window frames will be allowed or alternatively dark brown anodized aluminum door; and window frames.

Specific requirements and conditions relating to all houses built are as follows:

4.2.4.9.3. Kitchens: A maximum of one kitchen per stand.

4.2.4.9.4. Bedrooms:

1. Sleeping accommodation for a maximum of eight persons on Res 1 stands.
2. Sleeping accommodation for a maximum of fourteen persons on Corporate stands.

- 4.2.4.9.5. Buildings:
1. A maximum of one structure excluding a carport and a lapa on Res 1 stands.
  2. A maximum of five structures excluding a carport and a lapa on Corporate stands.
  3. On Res. 4 stands the developers will be regulated by the AC.
- 4.2.4.9.6. Lightning: The Developer arranged with a reputable SABS approved Lightning Contractor/ supplier to provide and install lightning conductors as required by Insurance.
- 4.2.4.9.7. Accessories: All awnings, aerials, satellite dishes, solar panels etc. shall be incorporated into the buildings and form part of the structure –not to be visible on the skyline.
- 4.2.4.9.8. Mechanical equipment: Mechanical equipment such as air conditioners, pool pumps and other mechanical devices to be properly screened by approved methods.
- 4.2.4.9.9. Any materials, device or design which can be hazardous to animals shall not be permitted.
- 4.2.4.9.10. Balconies shall not overlook any adjacent stands. Any overlooking windows may be treated with obscure or sand blasted glass or screened with 1.8m high screen walls.
- 4.2.4.9.11. No flat roof area shall exceed 20% of the total roof area of the building.
- 4.2.4.9.12. The aesthetics of parapets, fascias, capping, roof trims, gutters and roofs shall be considered carefully.
- 4.2.4.9.13. All external finishes with colours to be specified, colour samples may be required for approval. Only earthy colours shall be allowed.
- 4.2.4.9.14. When solar panels are used, these shall form an integral part of the structure and to be clearly shown on the drawings. All pipes and other links are to be hidden and closed on the first-floor level.
- 4.2.4.9.15. Outbuildings and any additions to the buildings shall match the original design in all respects.
- 4.2.4.9.16. Yard and screen walls shall be in harmony with the basic materials and colours of the building.
- 4.2.4.9.17. All washing lines and kitchen yards and entrances to courtyards to be fully screened from the street sides open spaces and neighbouring stands.
- 4.2.4.9.18. All geysers and pipes fitted outside on flat roofs shall be enclosed in an acceptable and pleasing manner.
- 4.2.4.9.19. All plumbing pipes on the first floor to be properly screened from public view on all sides of the building visible from any streets and neighbouring stands. Pipes can be successfully screened by the implementing of cavity walls or accessible pipe ducts. Landscaping can help to hide piping on the ground floor.
- 4.2.4.9.20. Solar heating panels, if used, shall be incorporated into the buildings to form part of the basic structure and shall be clearly shown on drawings. No exposed pipes are permitted above the first-floor level.
- 4.2.4.9.21. No pool above natural ground level shall be permitted. Pool size to be no more than a maximum capacity of 25,000 liters.

- 4.2.4.9.22. All water tanks must be adequately screened from public view on all sides and must not be visible from any streets, neighbouring stands, golf course and green areas;
  - 4.2.4.9.23. The property owner shall maintain the common area in a manner consistent with the improvement plan authorized and approved by the Aesthetics committee. Improvements not allowed on the common areas shall include, but not be limited to: fire pits, playground equipment, sheds, treehouses, benches, compost bins, and any type of permanent immovable improvement.
  - 4.2.4.9.24. Any property owner desiring to improve or modify the common areas joining their property with the golf course, may only maintain the grass at a height of 40mm. This excludes the pruning and removing of trees, shrubs etc. and not limited to.
  - 4.2.4.9.25. Any property owner desiring to improve or modify the common areas joining their property, may only maintain the grass at a height of 85 mm for a distance of 10m. This excludes the pruning and removing of trees, shrubs etc. and not limited to.
  - 4.2.4.9.26. Domestic waste in black bags must be placed within wheelie refuse bin.
  - 4.2.4.9.27. Every household need to make provision for a water tank minimum of 2200 liters. The position, size, material, and screening thereof must be indicated on the building plans. The tank must form an integral part of the complete structural and aesthetical design elements of the house, complementing its design and identity.
- 4.2.4.10. Servitude  
There is 3-meter (Three meter) security servitude on the perimeter fence of the Property. No structures shall be erected and no gardening other than the planting of grass is permitted within the servitude area.
- 4.2.4.11. Alarm systems and related issues
- 4.2.4.11.1. The standard burglar alarm systems which are to be installed are to be compatible with the electric monitoring system installed at the main gate of the Property in order to offer a comprehensive alarm monitoring system and armed response facility.
  - 4.2.4.11.2. Burglar bars and security gates (if any) shall be installed on the internal face of windows and doors and shall be of simple pattern purpose made to suit opening sizes.
- 4.2.4.12. Geo-technical standards  
All members shall adhere to all the recommendations made in the Geo-technical soil report.
- 4.2.4.13. Landscaping  
All members may only plant indigenous trees and shrubs in their private gardens to assist in collectively attracting bird and insect life to the Property. The landscaping of the open spaces and pedestrian pathways shall be approved by the duly authorized representative of the Aesthetics Committee. Permission to be obtained from the HOA before any existing trees can be removed. No exotic trees may be planted.

### 4.3. RESIDENTIAL 1

#### 4.3.1. THE APPROVAL PROCESS

The procedure to follow and steps to be taken for the approval of building plans, after payment of the prescribed fees, in full, to the Home Owners Association, are as follows:

The stage 1 drawings shall be accompanied by a scrutiny fee of R500.00, and a certificate from the architect or person who prepared the plans, confirming that the plans comply with the architectural guidelines and that the correct positioning of the boundary pegs have been established.

##### 4.3.1.1. Stage 1

Submit 2 (two) copies of the building plans prepared by a registered Architect, coloured as required by the National Building Regulation, to the AC for approval. These plans to clearly indicate:

##### **Site development plan**

1. A site development plan to a scale of 1:200 and drawings to a scale of not less than 1:100 of both the proposed floor plans and all elevations of the buildings to be erected on the stand.
2. The area of the house including patios and outbuildings.
3. External finishes, including colour specifications.
4. Driveways.
5. External lighting.
6. Parking areas (visitor's open and covered parking). Parking for a minimum of 2 vehicles to be provided on the stand (covered parking to be included in calculation of the covered area).
7. The open spaces e.g., laundry yard private gardens and landscaped areas: Confirmation of acceptance to comply with all regulations.
8. Position of all buildings for distinct identification of different buildings.
9. Contours to show natural ground levels at 1-meter intervals prior to any excavations and site levelling on the stand.
10. Building lines, servitudes, and other restrictions.
11. Storm water management.
12. Permissible coverage.
13. Actual coverage, including all patios outbuildings and other covered areas.
14. Permissible FAR.
15. Actual FAR.
16. Site information: i.e., boundary dimensions, North point, stand number, number of all adjoining stands, street name and number of the stand.
17. Position and distance of the nearest buildings on the adjacent stands, if required.
18. Floor levels relative to the ground contours shown on the site plan and number of storeys.
19. Position of all existing trees on the stand, names, and approximate size of the trees. Trees to be removed and to remain. Approval shall be obtained from the AC prior the removal any trees.

##### **Floor plans:**

1. Floor plans to be provided clearly showing the dimensions of each room as well as the proposed function of each room.

2. Overall dimensions of all plans are required in all directions.

#### **Elevations and sections**

1. All the elevations of all the buildings to be erected on the stand to be shown to a scale of no less than 1:100.
2. The treatment of the exterior of each elevation to be clearly indicated and specified, including the use of materials and colours and textures.
3. Treatment of roofs to be clearly shown and described including specifications of fascia, barge boards, gutters, and copings.
4. Enough sections through the different buildings to be provided as to clearly indicate the construction and height of the buildings as well as the sizes of walls, foundations and roof materials and construction.
5. All sections position to be marked on the plans with cut lines and direction arrows with markings or numbers to identify the positions of such section on the drawings.

#### 4.3.1.2. Stage 2

This Stage and Stage 1 can be handled simultaneously provided the following is incorporated: All conditions and requirements of AC stated in Stage 1 are adhered to.

#### 4.3.1.3. Stage 3

After the AC approved, stamped, and signed the detailed drawings, the appointed architect shall submit these drawings to the Local Authority, for approval, together with the prescribed plan fees and fees for the service connections (applicable to water supply and sewerage).

The drawings to be accompanied are:

1. Application form duly completed and signed by the owner or his nominee who has to have the required 'power of attorney' from the owner.
2. An engineer's form duly completed and signed by the owner and the appointed engineer.

#### 4.3.1.4. Commencement of Construction

On receipt of approval of the building plans from the Local Authority, members may proceed with the construction of the building in accordance with the building regulations and the approved building plans after the payment of the development deposit as set out in clause 4.2.3 by the contractor to the AC.

General: Other information required:

1. Details of the Architect, Engineer, other Consultants (if any) and the Contractor involved in the project.
2. Any other information that may be required by the AC.

### 4.4. RESIDENTIAL 4

#### 4.4.1. THE APPROVAL PROCES

Procedure to be followed and steps to be taken for the approval of all building plans:

##### 4.4.1.1. Stage 1

- 4.4.1.1.1. The Sub-developer shall pay a refundable non-interest-bearing development deposit as set out in clause 4.2.3, together with a scrutiny fee of R500.00 to the AC on submission of the Stage 1 sketches and site development plan.  
The deposit shall be utilized to pay for expenses incurred by the AC, in case for

any reason the proposed development is abandoned or does not proceed. In case all requirements are met, and the proposal comply in full with these guidelines, the amount shall be carried forward and shall be refunded in full on completion of the development.

- 4.4.1.1.2. A preliminary site development and landscape plan shall be submitted to the AC on a scale of 1:500. The site development plan shall indicate contour lines on a land surveyor's certificate, existing trees including those to be removed (see clause 4.3.1.1-19 above) site information, building lines, widths of streets, widths of pavements, turning circles, entrance and exit details for village developments, parking provision, open spaces such as yards and courtyards, storm water management, drainage layout, water reticulation layout, electrical layout, walkways, parks, other open space and landscape layout.

#### 4.4.1.2. Stage 2

The following drawings to be submitted to the AC:

- 4.4.1.2.1. A site development plan to a minimum scale of 1:500 for individual houses and 1:200 for village development proposals shall be submitted. The site development plan shall indicate contour lines on a land surveyor's certificate, existing trees including those to be removed (see clause 4.3.1.1-19 above) site information, stand numbers of all stands including those adjacent stands, building lines, widths of streets, widths of pavements, turning circles, entrance and exit details for village developments, parking provision, open spaces such as yards and courtyards, storm water management, drainage layout, water reticulation layout, electrical layout, walkways, parks, other open space and landscape layout.
- 4.4.1.2.2. Proposed Floor plans to a minimum scale of 1:100 (indicating the size and purpose of each room).
- 4.4.1.2.3. Sections through the house to be provided as to clearly indicate the construction and height of the building as well as the sizes of walls, foundations and roof materials and construction, to a minimum scale of 1:100.
- 4.4.1.2.4. All the elevations of all the buildings to be erected on the stand to be shown to a scale of no less than 1:100. The treatment of the exterior of each elevation to be clearly indicated and specified, including the use of materials and colours and textures.  
Height above NGL. To be indicated.
- 4.4.1.2.5. A cover letter from the architect responsible for the design confirming his understanding and compliance with these guidelines. The cover letter to also list:
- 4.4.1.2.5.1. The architect's name and urban designer's name;
  - 4.4.1.2.5.2. The landscape architect
  - 4.4.1.2.5.3. The town planner (if applicable);
  - 4.4.1.2.5.4. The consulting engineers involved with the project;
  - 4.4.1.2.5.5. The sub-developer(s);
  - 4.4.1.2.5.6. The main contractor
  - 4.4.1.2.5.7. The land surveyor.
- 4.4.1.2.6. Only written approval granted by the AC shall deem compliance with these guidelines. The following details are required with and on Stage 2 drawings:



- 4.4.1.2.6.1. A preliminary SG diagram indicating all dimensions, all servitude and the areas of the individual portions;
- 4.4.1.2.6.2. Proposed open spaces to be indicated in colour;
- 4.4.1.2.6.3. At least one schematic section between two joining units where a critical ground slope may occur, to indicate the use of retaining walls.
- 4.4.1.2.6.4. The width of streets and pavements.
- 4.4.1.2.6.5. Building line relaxations, if required.
- 4.4.1.2.6.6. The levels of different platforms where earthworks are required;
- 4.4.1.2.6.7. Vehicle entrance for parking area where indicated within the stand boundaries;
- 4.4.1.2.6.8. The area of units to be not less than 160m<sup>2</sup> in total;
- 4.4.1.2.6.9. Open streetscape and details of external walls on both sides;
- 4.4.1.2.6.10. For the relaxation of building lines, the neighbours' signatures are required;
- 4.4.1.2.6.11. Street and walkway lighting as well as street furniture to be similar to other existing on the Property;
- 4.4.1.2.6.12. Landscaping;
- 4.4.1.2.6.13. Design detail of the entrance to the sub-development;
- 4.4.1.2.6.14. Design detail of all boundary walls and palisade fencing.  
On obtaining approval of Stage 2 the prescribed development deposit is payable to the AC

#### 4.4.1.3. Stage 3

A final Surveyor General diagram shall be submitted to the AC indicating all dimensions, servitudes and areas of individual portions. The following shall be submitted for each individual unit:

- 4.4.1.3.1. Two coloured copies of the final working drawings. One copy to be retained by the AC for its record, while the other copy with comments shall be returned for corrections and submission to the Local Authority for approval.
- 4.4.1.3.2. The following additional documentation, which shall comply with the regulations of the Local Authority, shall be submitted with the drawings:
  - 4.4.1.3.2.1. The signature of the member on all working drawings;
  - 4.4.1.3.2.2. A site development plan to a minimum scale of 1:500 for individual units and 1:200 for cluster developments all with contour lines;
  - 4.4.1.3.2.3. Finished floor level of garage of each unit in relation with the driveway;
  - 4.4.1.3.2.4. Floor plans of all individual units indicating ground and first floor levels to a minimum scale of 1:100;
  - 4.4.1.3.2.5. Roof plan/s a minimum scale of 1:100;
  - 4.4.1.3.2.6. Sections to a minimum scale of 1:100;
  - 4.4.1.3.2.7. Elevations a minimum scale of 1:100;
  - 4.4.1.3.2.8. Sewer, drainage and storm water layouts for each unit;
  - 4.4.1.3.2.9. Door and window schedules;
  - 4.4.1.3.2.10. Finishing schedules;
  - 4.4.1.3.2.11. Landscaping proposals;

4.4.1.3.2.12. A cover letter from the architect stating compliance with the requirement of these guidelines.

4.4.1.4. Stage 4

4.4.1.4.1. Only after the approval of the Stage 3 documentation, shall the Sub-developer submit drawings of each individual unit to the Local Authority for approval;

4.4.1.4.2. After receiving approval from the Local Authority of the building plans the Sub-developers can proceed with the construction stage of the project.

4.4.1.5. Landscaping

The Sub developer to plant at least 2 approved indigenous trees at the front of each stand.

4.4.2. TOWN PLANNING CONTROLS

The architectural style of the proposed individual units or cluster development shall reflect the Sub-developer's choice of 'architectural style' and the treatment shall consider that of the surrounding units and houses as well as the landscape.

The following minimum requirements shall apply:

4.4.2.1. Density

4.4.2.1.1. A maximum of 15 units per hectare for each cluster development;

4.4.2.1.2. The minimum area of a stand to be 450 m<sup>2</sup>;

4.4.2.1.3. Each unit shall be provided with a double garage and parking space for 2 vehicles on the stand.

4.4.2.2. Services

All services on the Property shall comply with the relevant guidelines and requirements of the Department of Housing and Development and the Local Authority.

4.4.2.2.1. Water

The internal water reticulation of the individual stands from the main supply point to RES 4 stands is the responsibility of the Sub-developer. The service reticulation-infrastructure to be taken over by the Local Authority prior to giving occupation to individual buyers by the Sub-developer.

4.4.2.2.2. Sewer

The internal drainage reticulation of the individual stands to the main connection point of Res 4 stands is the responsibility of the Sub-developer. The service reticulation-infrastructure to be taken over by the Local Authority prior to giving occupation to individual buyers by the Sub-developer.

4.4.2.2.3. Electricity

It is required by the AC that all internal electrical reticulation be taken over by the Local Authority prior to giving occupation to individual buyers by the Sub-developer.

4.4.2.2.4. Street and walkway lights

All street and walkway lights are to be approved by the AC. The Sub-developer is responsible for the installation of street and walkway lights to match that prescribed for the rest of the Property's internal streets and walkways in all Res 4 developments.

4.4.2.2.5. Telephones

The Developer shall provide telephone connections to each individual house or unit, occupation rights will not be influenced.

4.4.2.2.6. Storm water

A storm water design and reticulation as well as provision from the individual portions to the main storm water reticulation are the responsibility of the Sub-developer. The internal flow and channeling of storm water from individual stands, street reserves and any other portions is the responsibility of the Sub-developer. The Sub-developer shall indicate this design as part of the Site Development Plan and shall get approval from the AC and the Local Authority. The Sub-developer shall also ensure that this service reticulation- infrastructure to be taken over by the Local Authority prior to giving occupation to individual buyers by the Sub-developer.

4.4.2.2.7. Streets

All street infrastructure and kerbs shall be designed and presented to the AC and the Local Authority. It is the responsibility of the Sub-developer. The Sub-developer to get this approved, and to complete the construction prior to giving occupation to individual buyers of a stand. The minimum street reserve is set to 10 meters, allowing 6 meters kerb-to-kerb and 2 meters on each for sidewalks.

4.4.2.2.8. Fire water supply

The Sub-developer shall ensure that all regulations for reasonable fire water supply are met and provided for from the Local Authority. Installation of fire hydrants/supply points is the responsibility of the Sub-developer.

4.4.2.2.9. Landscaping

The Sub-developer shall ensure that a landscape layout for the Res 4 development for all sidewalks and open areas is submitted to the AC for approval.

4.4.2.2.10. Servitudes

A copy of the Surveyor General diagram indicating servitudes to be submitted.

4.4.2.2.11. Building Lines

1. Street front: 5.0m minimum.
2. Sides: 2.5m minimum.
3. Sides facing parks: 2.5m minimum.

4.4.2.2.12. Coverage

Individual stands in cluster development:

1. Coverage: 60% of stand area maximum.
2. House area: 160-m<sup>2</sup> minimum.

#### 4.4.3. STAND BOUNDARIES

Sub-developers are encouraged to keep the open natural qualities of the sub-development as they are. No walls to be erected on the boundaries. Should boundary walls between individual stands be essential, the following shall apply:

- 4.4.3.1. No solid walls longer than 75% of the total length of the boundaries of the stand shall surround any cluster development and/or individual stand and shall be a total height of 2.1m to the approval of the AC.

- 4.4.3.2. Where the cluster development and/or stand boundaries face open spaces or pedestrian routes, and should enclosure be desired, a maximum of 50% of such boundary shall be done with gum pole or timber fencing not higher than 2.1m to be approved by the AC.

4.4.4. TREATMENT OF STREET BOUNDARIES

To take care of the appearance of sidewalks, the streetscape, and the Property in general, the following guidelines shall apply:

- 4.4.4.1. Should walls be required to screen a swimming pool from a street, the wall shall not exceed 1.6m in height and shall not be longer than 25% of the street boundary.
- 4.4.4.2. The design and materials shall be in harmony with and shall compliment the overall design of the cluster development or the individual house and to be approved by the AC.

5. FINES AND PENALTIES

The following fines and or penalties will be applicable:

If any of the HOA rules are not adhered to the first penalty or fine of 20% of the monthly levy will be charged without prejudice of any of the association’s rights as per 10.12. of the Koro Creek MOI. Should no remedial action happen a 2nd fine of 40% of the monthly levy will be issued. After the 2nd penalty or fine this matter will be taken to the board and depending on the severity of the case the board may choose to appoint a disciplinary committee to deal with the matter which could lead to an increase the fine not exceeding the maximum monthly levy amount and/or take legal action. Any legal costs will be for the member’s account.

| Transgressions/Offences   | Penalty/Fine   |
|---|--|
| Contractor’s display and notice board non-compliance  | R750.00  |
| Illegal Electrical/Water connection   | Maximum fine not exceeding the monthly levy amount                           |
| No toilet/non-functional /no screen around toilet/change area                                     | Maximum fine not exceeding the monthly levy amount                           |
| The open spaces not barricaded with shade cloth/dumping on the open spaces                        | Maximum fine not exceeding the monthly levy amount                           |
| No bin/skip on site – cleanliness on site lacking   | R2,500.00  |
| Water-mud-cement spilling on road/pathway/pollution   | R2,500.00  |
| Damage to plants, GPO, electric box, road and furniture   | Cost of repairs plus maximum fine not exceeding the full monthly levy amount |
| Dumping on sidewalk/adjacent stands/roads   | R5,000.00  |
| The condition of the building site may cause damage or injury to a person or property of a person | Zero tolerance plus maximum fine not exceeding the full monthly levy amount  |
| Failure to control labour force, causing pollution, unnecessary noise or other nuisance           | R1,500.00  |
| Labourer loitering on the Estate  | R1,000.00 per labourer   |

|  |  |
|--|--|
| Speeding, ignoring stop signs, reckless driving, unlicensed vehicle, and all traffic | R2,000.00 per offence  |
| Violations   | R1,000.00 or such fine as the disciplinary committee decides to levy, not exceeding the full monthly levy amount |
| Non-compliance with Property access and egress                                       | R1,000.00  |
| Contractors egress in respect of time restrictions                                   | Not applicable   |

**Both the contractor and homeowner will be held liable for the above penalties.**