

KORO CREEK

BUSHVELD GOLF ESTATE

A BUILDER'S GUIDE TO THE HOME OWNER'S ASSOCIATION RULES

(This document is intended to assist contractors operating within Koro Creek to ensure compliance with the Rules of the Koro Creek Home Owner's Association)

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1. THE ASSOCIATION

- 1.1 Koro Creek Home Owner's Association is an Association incorporated under Section 21 of the Companies Act, 1973 (as amended). 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.
- 1.2 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:
 - (a) The use of the open spaces by members, the members of their households, their guests, and lessees;
 - (b) The conduct of builders or any other contractors employed by members, on the Property;
 - (c) Any other activity concerning the Property.
- 1.3 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.
- 1.4 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. GENERAL

- 2.1 A Home Owner may use his/her own registered Architect or draftsman provided such Architect or draftsman is registered with the Home Owners Association, SCAP as well as the necessary bodies/associations as required by law.
- 2.2 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.
- 2.3 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.

- 2.4 All properties must have their boundaries and the layout of the house 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.
- 2.5 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.
- 2.6 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.
- 2.7 Site notice board as per annexure "A" will only be allowed.

3. OBLIGATIONS OF MEMBERS

- 3.1 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 complies 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.
- 3.2 Failure to comply with these rules shall result in charging of a penalty as laid down by the Directors from time to time 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.
- 3.3 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.

4. BUILDING OPERATIONS

- 4.1 No building operations shall be executed on Saturdays, Sundays and public holidays and the annual builder's Christmas recess under any circumstances.
- 4.2 Building shall commence no later than 24 months after date of registration or transfer of stand and be completed within 12 months thereafter. If not, a penalty of R500 per day shall be applied, without prejudice of any of the Association's rights to take whatever steps are necessary in terms of the Articles or in law.¹
- 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 operations 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.

- 4.4 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.

5. SITE ACCESS AND EGRESS

- 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).

- 5.2 All labourers shall be in possession of a valid identity document, valid passport or immigration permit.

- 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.

- 5.4 Contractors, their staff, sub-contractors and labourers, shall only enter the Property during summer times after 06:00 and leave the Property prior to 18:00 from Monday to Friday from the 01 September until 31 March;

Contractors, their staff, sub-contractors and labourers, shall only enter the Property during winter times after 06:00 and leave the Property prior to 17:00 from Monday to Friday from the 01 April until 31 August;

- 5.5 The contractor will ensure that a responsible person is available 24 hours in case of an emergency. The responsible person's name must appear on the builder's board.

The Contractor shall provide a Supervisor to manage the site and will ensure that the HOA has the name and contact details of such person. This supervisor must be on site during working hours and will be deemed to be the Contractor's representative in the absence of the Contractor on site.

To ensure that the Supervisor has control he cannot be responsible for more than 3 sites at a time, and will report all accidents, security issues or any other dangerous situations to the HOA.

Pick up point for labourers must be at least 1 km away from the estate and labourers are not allowed to congregate around the estate entrance. Casual labour may not be recruited within 1km from the estate gates.

No deliveries by suppliers will be accepted/allowed in the Estate in the absence of the contractor/owner.

The HOA promotes the use of local labour, the employment of illegal aliens are strictly prohibited.

The contractor's labourers must wear overalls or shirts/vests with the name of the contracting company visibly displayed on it. Labourers not wearing the correct dress will be removed from site. (To be discussed)

All vehicles must be roadworthy.

The Contractor shall prevent public access to the construction site.

The Contractor's vehicles shall require an access sticker. The sticker must be attached to the windscreen of each vehicle. The vehicle identification system will be implemented and controlled by the HOA/Security Company. The cost of the stickers is R150.00 (VAT inclusive) each which amount may be revised from time to time at the sole discretion of the HOA. Vehicles without identification stickers will be denied access to the Estate.

All contractor vehicles must be registered with the HOA.

The Estate security personnel reserve the right to subject vehicles entering or leaving the estate to a search.

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 is 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.

- 5.6 Building activity is not permitted during the holiday in December/January period (dates will be advised annually).
- 5.7 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.
- 5.8 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 9.1 m
 - Maximum width 2.6 m
 - Maximum Gross Mass 20 000 kg
 - Maximum axle weight 8000 kg
- 5.9 All vehicles entering or leaving the Property may be subject to a search by the Manager, Security Manager, or appointed security personnel.
- 5.10 The only point of access and egress for all contractors and their labourers shall be via the service gate.

6. LABOURERS

- 6.1 Lingering by labourers shall not be permitted on the Property.

- 6.2 Labourers shall only be permitted to enter or exit through the designated gate.
- 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.
- 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.
- 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 development deposit.

7. DISCIPLINE

- 7.1 Contractors shall be responsible for the discipline of their labour force and all sub-contractors utilized by them whilst on the Property.
- 7.2 Any dispute between the contractors and their labourers shall be settled outside of the boundaries of the Property.
- 7.3 Contractors and their labourers shall not disturb any fauna and flora.

8. HOUSEKEEPING

- 8.1 All building sites are to be kept clean at all times.
- 8.2 Building sites shall be screened on all sides with a green shade cloth fence (minimum 80% density) at 1.6 m high, secured with 5 strand wires with droppers at 2 m 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.
- 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.
- 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.
- 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 litre 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.

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.

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.

8.8 The Contractor shall ensure that all personnel are aware of the fire risk and the need to extinguish cigarettes before disposal. The Contractor should have relevant fire extinguishing equipment on site and ensure that all personnel are taught how to use it.

As this is a nature orientated Estate, collecting of firewood, plant material, plants and disturbing wildlife is strictly forbidden.

No fires shall be made on the Property.

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.

The Contractor shall keep the toilets in a clean, neat, and hygienic condition.

The Contractor shall be responsible for the cleaning, maintenance, servicing and emptying of the toilets on a regular basis.

The Contractor shall ensure that the toilets are emptied before the builders' or other holidays and the waste be stored and disposed of at an appropriate place off site.

The Contractor shall ensure that no spillage occurs when the toilets are cleaned and emptied.

The HOA reserves the right to stop all work if in their opinion insufficient ablutions were supplied. One toilet per 15 workers is the requirement of the HOA.

Adequate changing areas and wash up facilities must be provided onsite by the Contractor. These must be screened off with shade cloth and the wastewater from these facilities must be properly managed.

No clothing, bags etc. of the workers will be permitted to hang over the shade cloth fencing, trees or in view of any visitors to the site.

No person is permitted to change outside the fenced areas or in view of any public from the road or adjacent sites.

Regular inspections will be carried out by HOA representatives to ensure that the facilities are always hygienic.

Anybody using the natural surroundings as toilet will be removed from the Estate and the contractor will be fined R2000.

Should any excrement be found on site in veldt adjoining the site, this will result in the entire site being closed for 2 days, and the contractor fined R2000.

- 8.10 No dumping or lettering of any nature including but not limited to building material, garden and household refuse is permitted anywhere on the estate.
- 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.
- 8.12 The general speed limit on the Property is 40 km p/h. 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.
- 8.13 No pets, birds or domestic animals belonging to contractors or and/or labourers shall be permitted on the Property.
- 8.14 Excessive noise, including loud talking, shouting, or whistling by labourers, radios, hooters and revving of motors vehicles and repairs to such vehicles, shall not be permitted.
- 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 the member.

10. STATUTORY REQUIREMENTS AND RELATED ISSUES

The HOA and ECO has the right to inspect these sites at any time and the right of access may not be denied.

Should the Contractor fail to comply with any provision of this agreement or any provision arising out of this agreement the HOA will be entitled to notify the Contractor to remedy the breach, in which event the contractor will do so within 48hrs of receiving the notification.

Should the Contractor fail to remedy said breach the HOA will be entitled impose a fine on the Contractor (see list of HOA penalties) and/or to deny the Contractor entry to the site until the breach have been remedied, without incurring any liability for any delay the Contractor will suffer in completing the project.

The HOA reserves the right to remedy the breach and deduct the cost thereof from the pavement deposit and claim the balance from the Contractor, and/or can also deny the Contractor access to the site until full payment is received from the Contractor.

The Contractor shall be liable to the HOA in respect of any breach of contract on the part of or any damage caused by to any part of the Estate by any of the Contractor's employees, sub-contractors, suppliers, or any other person on the site at the insistence of the Contractor.

The HOA has the right to suspend any building activities in contravention of any of the stipulations governing conduct of contractors and the HOA accept no liability whatsoever for any losses sustained as result thereof.

9. STATUTORY REQUIREMENTS AND RELATED ISSUES

- 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 registration, labour issues, and liability insurance in respect of third parties, accidents, and injuries.

The Contractor will have ALL RISK insurance in place for no less than R2 000 000.00 (Two million Rand) for any claim for damages arising from acts or omission of it or its employees. Details of the insurance must be handed to the HOA prior to start of construction. The Contractor indemnifies the HOA and any of its employees against any claims for damages.

The Contractor must ensure that all their staff is covered by the Workmen's compensation Act.

10. SECURITY

- 10.1 In the interest of providing an effective security system, the security protocol shall be adhered to at all times.
- 10.2 Members and contractors shall treat the security personnel in a co-operative and respectful manner;

11. ARCHITECTURAL GUIDELINES

- 11.1 Guidelines have been set for all residential developments on the Property.
- 11.2 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 are available at the offices of the HOA.
- 11.3 Any building contractor not yet approved by the HOA must apply for approval as

such with the Koro Creek Home Owner's Association and must supply the following information:

- (a) NHBRC certificate;
- (b) Details of the registered owner contracting his services;
- (c) A short curriculum vitae;
- (d) A list of the sub-contractors he will contract with as well as the work to be done by each sub-contractor.

12. DEVELOPMENT DEPOSIT

- 12.1 A refundable non-interest-bearing Development Deposit shall be paid by the building contractor, before commencement of any work, which is calculated in relation to the number of houses he is contracted to build.
- 12.2 The amount payable is R 7 500 per stand.
- 12.3 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:
- a. Repair any damage to the sidewalk, caused by building activities;
 - b. Remove rubble and/or rubbish on sidewalks and/or adjoining stands;
 - c. Repair any damage to street furniture, streetlights, litter bins, benches etc;
 - d. Repair any damage to Eskom and/or Telkom boxes and/or any manhole covers;
 - e. Repair any damaged kerbs and/or storm water drains on the stand boundaries;
 - f. Repair any damaged paving and concrete spilled on paved surfaces not cleaned properly;
 - g. Repair damaged irrigation pipes and/or sprinklers;
 - h. Repair any cables and/or pipes damaged during excavation activities;
 - i. Submission of Occupation Certificate issued by the Local Authority;
 - j. Box in all plumbing pipe exposed from the second floor of double storey buildings;
 - k. Remove all signboards erected by the contractor during construction period.
- 12.4 An additional building levy of R 20.00 per square meter will be charged for any new building or any alterations to a building.

13. DOUBLE STOREY HOUSES

- 13.1 Double storey houses may be erected on all stands.
- 13.2 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: $0.5 + (0.6 \times 0.5) = .05 + 0.3 = 0.8$).
- 13.3 Basements are excluded from 'FAR'. Double volume and staircase areas

however, to be included in the calculation of the area of both floors.

14. DENSITY

14.1 Residential 1 and 2 Stands

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

14.2 Corporate and Residential 4 Stands

- (a) No more than 15 units per hectare for each cluster development.
- (b) The minimum size of a stand shall not be less than 450 m², unless prior written approval, for a smaller area, is obtained from the AC.

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

14.4 Height restriction

- (a) Only two storeys shall be erected on approved stands and no part of the structure shall exceed 9.5 (nine point five) metres 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.

15. BUILDING LINES

15.1 It is the responsibility of the owner to have the property survey done by a qualified land surveyor.

15.2. 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.

16. SERVICES

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

16.2 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.

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

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

16.5 All applications for household telephones are to be made directly to TELKOM.

17. TREATMENT OF STAND BOUNDARIES

17.1 No solid walls are permitted on Street and Rear boundaries. Members are 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:

17.2 Plinths of a maximum height of 1.2 metres with piers not higher than 1.8 metres at approximately 3 metres centres. The total height of such structure shall not exceed 1.8 metres. The piers may be 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.

17.3 Walls on side boundaries between stands may be done in 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 metres. 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.

17.4 **The front building line is 5m from the survey pegs excluding the pavement.
NB: No measurement from the road curb.**

17.4 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.

18. SWIMMING POOLS

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

19. PROHIBITED BUILDING MATERIALS

The following materials are strictly prohibited:

19.1 Unpainted plastered walls;

19.2 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.

19.3 Metal sheeting and unpainted steel;

- 19.4 Reflecting and or false roofing materials;
- 19.5 Pre-cast concrete walls;
- 19.6 Razor wire, security spikes, electrical fencing or any similar features except with permission of the AC on the perimeter of the Property.
- 19.7 Awnings, lean-to and /or temporary carports which do not complement the structure of the building;
- 19.8 Concrete block walls, excluding boundary walls.
- 19.9 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.

20. GENERAL

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 Roofs: 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.
- 20.5 Doors and windows: Preferably wooden doors and window frames will be allowed or alternatively dark brown anodised aluminium door, and window frames.
- 20.6 Specific requirements and conditions relating to all houses built are as follows:
 - (a) Kitchens: A maximum of one kitchen per stand.
 - (b) Bedrooms: * Sleeping accommodation for a maximum of eight persons on Res 1 stands.
* Sleeping accommodation for a maximum of fourteen persons on corporate stands.
 - (c) Buildings: * A maximum of one structure excluding a carport and a Lapa on Res 1 stands.
* A maximum of five structures excluding a carport and a Lapa on Corporate stands.
* On Res 4 stands the developers will be regulated by

the AC.

(d) Lightning: The Developer arranged with a reputable SABS approved Lightning Contractor/supplier to provide and install lightning conductors as required by Insurance.

(e) 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.

(f) Equipment: Mechanical equipment such as air conditioners, pool pumps and other mechanical devices to be properly screened by approved methods.

- 20.7 Any materials, device or design which can be hazardous to animals shall not be permitted.
- 20.8 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.
- 20.9 No flat roof area shall exceed 20% of the total roof area of the building.
- 20.10 The aesthetics of parapets, fascias, capping, roof trims, gutters and roofs shall be considered carefully.
- 20.11 All external finishes with colours to be specified, colour samples may be required for approval. Only earthy colours shall be allowed.
- 20.12 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.
- 20.13 Outbuildings and any additions to the buildings shall match the original design in all respects.
- 20.14 Yard and screen walls shall be in harmony with the basic materials and colours of the building.
- 20.15 All washing lines and kitchen yards and entrances to courtyards to be fully screened from the street sides open spaces and neighbouring stands.
- 20.16 All geysers and pipes fitted outside on flat roofs shall be enclosed in an acceptable and pleasing manner.
- 20.17 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.
- 20.18 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.
- 20.19 No pool above natural ground level shall be permitted. Pool size to be no more than a maximum capacity of 25,000 litres.

20.20 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.

21. SERVITUDE

There is 3 metre (Three metre) 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.

22. RESIDENTIAL 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:

22.1 The stage 1 drawings shall be accompanied by a scrutiny fee of R1000.00, 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.

Stage 1:

22.2 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:

22.2.1 Site development plan: 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.

22.2.2 The area of the house including patios and outbuildings.

22.2.3 External finishes, including colour specifications.

22.2.4 Driveways.

22.2.5 External lighting.

22.2.6 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).

22.2.7 The open spaces e.g. laundry yard private gardens and landscaped areas.

22.2.8 Confirmation of acceptance to comply with all regulations.

22.2.9 Position of all buildings for distinct identification of different buildings.

22.2.10 Contours to show natural ground levels at 1 metre intervals prior to any excavations and site levelling on the stand.

22.2.11 Building lines, servitudes, and other restrictions.

22.2.12 Storm water management.

- 22.2.13 Permissible coverage.
- 22.2.14 Actual coverage, including all patios outbuildings and other covered areas.
- 22.2.15 Permissible FAR.
- 22.2.16 Actual FAR.
- 22.2.17 Site information: i.e. boundary dimensions, North point, stand number, number of all adjoining stands, street name and number of the stand.
- 22.2.18 Position and distance of the nearest buildings on the adjacent stands, if required.
- 22.2.19 Floor levels relative to the ground contours shown on the site plan and number of storeys.
- 22.2.20 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.
- 22.3 Floor plans to be provided clearly showing the dimensions of each room as well as the proposed function of each room. Overall dimensions of all plans are required in all directions.
- 22.4 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.
- 22.5 The treatment of the exterior of each elevation to be clearly indicated and specified, including the use of materials and colours and textures.
- 22.6 Treatment of roofs to be clearly shown and described including specifications of fascia, barge boards, gutters, and copings.
- 22.7 Enough sections though the different buildings to be provided as to indicate clearly the construction and height of the buildings as well as the sizes of walls, foundations and roof materials and construction.
- 22.8 All sections position to be marked on the plans with cut lines and direction arrows with markings or numbers to identify the passions of such section on the drawings.

Stage 2:

- 22.9 This Stage and Stage 1 can be handled simultaneously provided that all the conditions and requirements of the AC, stated in Stage 1, have been adhered to.

Stage 3:

- 22.10 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).

22.11 The drawings to be accompanied are:

22.11.1 Application form duly completed and signed by the owner or his nominee who has to have the required 'power of attorney' from the owner.

22.11.2 An Engineer's form duly completed and signed by the owner and the appointed engineer.

Commencement of Construction

22.12 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 12. by the contractor to the AC.

General: Other information required:

22.13 Details of the Architect, Engineer, other Consultants (if any) and the Contractor involved in the project.

22.14 Any other information that may be required by the AC.

23. RESIDENTIAL 4 - THE APPROVAL PROCESS

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

Stage 1:

23.1 The Sub-developer shall pay a refundable non-interest-bearing development deposit as set out in clause 12., together with a scrutiny fee of R1000.00 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.

23.2 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.

Stage 2:

23.3 The following drawings to be submitted to the AC:

23.3.1 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 22. 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.

- 23.3.2 Proposed Floor plans to a minimum scale of 1:100 (indicating the size and purpose of each room).
- 23.3.3 Sections through the house to be provided as to indicate clearly 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.
- 23.3.4 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.
- 23.3.5 A cover letter from the architect responsible for the design confirming his understanding and compliance with these guidelines. The cover letter to also list:
- (a) The architect's name and urban designer's name;
 - (b) The landscape architect;
 - (b) The town planner (if applicable);
 - (d) The consulting engineers involved with the project;
 - (e) The sub-developer(s);
 - (f) The main contractor;
 - (g) The land surveyor.
- 23.3.6 Only written approval granted by the AC shall deem compliance with these guidelines.
- 23.3.7 The following details are required with and on Stage 2 drawings:
- (a) A preliminary SG diagram indicating all dimensions, all servitude and the areas of the individual portions;
 - (c) Proposed open spaces to be indicated in colour;
 - (c) At least one schematic section between two joining units where a critical ground slope may occur, to indicate the use of retaining

walls.

- (d) The width of streets and pavements;
- (e) Building line relaxations, if required;
- (f) The levels of different platforms where earthworks is required;
- (g) Vehicle entrance for parking area where indicated within the stand boundaries;
- (h) The area of units to be not less than 160m² in total;
- (i) Open streetscape and details of external walls on both sides;
- (j) For the relaxation of building lines the neighbours' signatures are required;
- (k) Street and walkway lighting as well as street furniture to be similar to other existing on the Property;
- (l) Landscaping;
- (m) Design detail of the entrance to the sub-development;
- (n) Design detail of all boundary walls and palisade fencing.

23.3.8 On obtaining approval of Stage 2 the prescribed development deposit is payable to the AC.

Stage 3:

23.4 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:

23.4.1 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.

23.4.2 The following additional documentation, which shall comply with the regulations of the Local Authority shall be submitted with the drawings.

- (a) The signature of the member on all working drawings;
- (b) A site development plan to a minimum scale of 1:500 for individual units and 1:200 for cluster developments all with contour lines;
- (c) Finished floor level of garage of each unit in relation with the driveway;
- (d) Floor plans of all individual units indicating ground and first floor levels to a minimum scale of 1:100;
- (e) Roof plan/s a minimum scale of 1:100;

- (f) Sections to a minimum scale of 1:100;
- (g) Elevations a minimum scale of 1:100;
- (h) Sewer, drainage and storm water layouts for each unit;
- (i) Door and window schedules;
- (j) Finishing schedules;
- (k) Landscaping proposals;
- (l) A cover letter from the architect stating compliance with the requirement of these guidelines.

Stage 4

- 23.5 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;
- 23.6 After receiving approval from the Local Authority of the building plans the Sub developers can proceed with the construction stage of the project.
- 23.7 The Sub developer to plant at least 2 approved indigenous trees at the front of each stand.

24. 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:

24.1 Density

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

24.1.2 The minimum area of a stand to be 450m²;

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

24.2 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.

24.3 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.

- 24.4 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.
- 24.5 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.
- 24.5 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.
- 24.6 Telephones
The Developer shall provide telephone connections to each individual house or unit, occupation rights will not be influenced.
- 24.7 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 channelling 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.
- 24.8 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 metres, allowing 6 metres kerb-to-kerb and 2 metre on each for sidewalks.
- 24.9 Fire water supply
The Sub-developer shall ensure that all regulations for reasonable fire water supply is met and provided for from the Local Authority. Installation of fire hydrants/supply points are the responsibility of the Sub-developer.
- 24.10 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.
- 24.11 Servitudes
A copy of the Surveyor General diagram indicating servitudes to be submitted.
- 24.12 Building lines

24.12.1 Street front: 5.0m minimum

24.12.2 Sides: 2.5m minimum

24.12.3 Sides facing parks: 2.5m minimum.

25. STAND BOUNDARIES

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

25.1.1 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.

25.1.2 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 1.8m to be approved by the AC.

26. TREATMENT OF STREET BOUNDARIES

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

26.1.1 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.

26.1.2 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.

27. 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
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Contractor's display and notice board non-	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	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 violations	R2,000.00 per offence or such fine as the disciplinary committee decides to
Non-compliance with Property access and	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.

28. CHECKLIST

NR. DESCRIPTION COMMENT

1. Registration of laborers and ID
2. Equipment, material or refuse outside the site
3. General cleanliness of site
4. Demarcation of site with shade netting
5. 210 l drum / Skip
6. Stormwater pipes, road & sidewalk
7. Chemical demarcated toilet
8. Site Notice Board
9. Damage to sidewalk / road
10. Box pipes from 2nd floor
11. Visible damage to Eskom / Telkom equipment
12. No solid wall on street and rear boundaries (1.8m)
13. Plastered side & boundary walls
14. General

