



# HATHERSAGE

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M E A D O W S

## ESTATE RULES

(Made by the Board of Trustees of the Hathersage Meadows Owners  
Association in terms of the Constitution)



## **HATHERSAGE MEADOWS DISCLAIMER**

Any person wishing to enter the Hathersage Meadows Estate and/or make use of the Private Open Spaces or Common Facilities in the Estate, does so at her or his own risk. The Hathersage Meadows Owners Association (HMOA) and the registered Owners, their agents, employees and appointees, shall not be liable for any injury, loss or damage to any person or property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees. Without in any manner derogating from the above, all entrants to the Estate will make use of the streets, whether public or private, at her or his own risk. Whilst every effort is made to secure and monitor the Estate, the HMOA and registered Owners, all their agents, employees or appointees, shall not be deemed to have warranted the safety of any person or property (whether movable or immovable) within the Estate.

## **WARNING**

The Estate has a security system comprising of perimeter security and access control and physical patrolling. The system has a detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate. The Estate is surrounded by an electrified fence, which could cause injury if touched.



## **CONTENTS**

### **PART I – GENERAL CONDUCT**

1. Definitions
2. Owner's Responsibility
3. Security Measures
4. Levies and Other Moneys Due to HMOA
5. Unsightly Objects
6. Traffic Control
7. Private Open Spaces and Common Facilities
8. Estate Agents
9. Service Providers
10. Maintenance of Properties and Streetscape
11. Pets
12. Business Activities
13. Security Wall and Fence
14. Clearance and Other Certificates
15. Noise Levels

### **PART II – AESTHETIC CONTROL**

16. General
17. Approval of Plans
18. Approved Plans
19. Town Planning Restrictions

### **PART III – CONTROL OF BUILDING ACTIVITIES**

20. General Conditions
21. Registration of Building Contractors
22. Conditions for Permission to Commence Building Activities
23. Builder's Deposit
24. Conditions during Building Period
25. Storage Sheds/Huts
26. Site Guard
27. Construction Vehicle and Delivery Restrictions
28. Erection of a Dwelling

### **PART IV – APPLICATION OF RULES**

29. General
30. Failure of Owner Maintain Property
31. Building Activities
32. Vehicles
33. Action or Decision of Managing Agent
34. Matter Raised by the Board



## ESTATE RULES

### PREAMBLE

The primary objectives of the Hathersage Meadows Owners Association (HMOA) are firstly, the promotion and enforcing of standards for community living so that Occupants may derive the maximum collective benefit therefrom, and, secondly the maintenance of basic aesthetic standards to enhance property values in the Estate. It aims to provide Occupants with a superior quality lifestyle, offering safe and harmonious community living.

The HMOA's Constitution provides for the establishment of a Board of Trustees ('the Board') to exercise certain of its powers. To achieve the HMOA's objectives, the Board has under these powers made certain conduct rules and have laid down certain architectural guidelines that are binding on all Occupants.

The security of the Estate is regarded as of paramount importance.

## PART I – GENERAL CONDUCT

### 1. Definitions

In these Rules, unless the context indicates otherwise, the following words and expressions have the meanings attached thereto:

- 1.1 **Building Contractor:** Any person who engages in the construction of a new dwelling or additions to, or the alteration or renovation of, an existing dwelling or the erection of a pergola, fence or boundary wall or the laying of paving, whether for himself or herself or on contract or subcontract for an Owner, but does not include the Developer.
- 1.2 **Building Plans:** Building Plans for the construction of a new dwelling or for additions thereto, or the alteration or renovation affecting the exterior aesthetic appearance of, and existing dwelling or for the erection of a pergola, fence or boundary or retaining wall or the laying of paving, but it does not include the Developer.
- 1.3 **Common Facilities:** Those facilities erected or constructed by the HMOA on its property and that may be used by all Occupants upon such conditions as determined by the HMOA for time to time.
- 1.4 **Constitution:** The Constitution of the Hathersage Meadows Owners Association approved by the City of Cape Town, as amended from time to time.
- 1.5 **Employee:** Any person engaged on a regular basis in the Estate by the Board, the Managing Agent, an Owner, a Building Contractor or a Service Provider, including a subcontractor and her or his workers.
- 1.6 **Environmental Control Officer (ECO):** An independent consultant, appointed by the Developer, to oversee adherence to the EMP and to report on any deviations on incidents which require remedies, as more fully set out in the EMP document.



- 1.7 **Environmental Management Plan (EMP):** A document prepared by the Environmental Assessment Practitioner acting for the Developer which sets out the management principles to be adhered to during the pre-construction, construction and post-construction (operational) phases of any construction project within the estate.
- 1.8 **Erf:** Any piece of land in the Estate with its own number on the Surveyor-General's General Plan and the title of which is registered separately in the Deeds Office.
- 1.9 **Estate:** The township area known as Hathersage Meadows and the consolidation and subdivision of Erf 19726, Somerset West into a number of individual erven.
- 1.10 **The Board:** The Members of the Board of Trustees appointed and elected from time to time in accordance with the provisions of the Constitution.
- 1.11 **Levy:** The monthly subscription levied by the Board to defray the costs of managing and administration of the Estate, its affairs, transaction and finances.
- 1.12 **Managing Agent:** The agent appointed by the Developer to assist it with the day-to-day administration of the Estate, its affairs, transaction and finances.
- 1.13 **Municipality:** The City of Cape Town Municipality.
- 1.14 **Occupant:** Any person residing in the Estate, irrespective of whether she or he is an Owner, a family member or relative of an Owner, or a tenant or boarder occupying property of an Owner in terms of a lease or any other arrangement.
- 1.15 **Owner:** The registered Owner of a single property or a sectional title unit in the Estate.
- 1.16 **Private Open Space:** Land reserved for the purposes of sport, playing, resting or other forms of recreation, the access to which is controlled by the Board.
- 1.17 **Service Provider:** Any person who performs a maintenance, installation or repair service in connection with a property in the Estate, whether for himself or herself or on contract or subcontract for an Occupant or the HMOA.
- 1.18 **HMOA:** The Hathersage Meadows Owners Association.

## 2. Owner's Responsibility

- 2.1 An Owner must ensure that all members of her or his family and her or his tenants, boarders, visitors, employees, building contractors, subcontractors, service providers and delivery persons to her or his property comply with these Rules, notwithstanding any contrary provision contained in a lease or grant of rights or occupancy.
- 2.2 If an Owner sells or lets her or his property or any part thereof, she or he must ensure that the buyer, tenant or boarder is provided with a copy of these Rules.
- 2.3 An Owner may not use her or his property or any part of the Private Open Spaces or Common Facilities, or permit it to be used, in a manner or for a purpose that will cause a nuisance or create a disturbance or that will be injurious to the reputation of the Estate.
- 2.4 After having received reasonable notice from the Managing Agent, an Owner must allow a person authorised thereto by the Managing Agent, to enter upon her or his Erf to –



- 2.4.1 prune trees, shrubs and plants which interfere with the proper functioning of the security system; or
- 2.4.2 repair or carry out maintenance of any pipes, wires and ducts existing on the Erf concerned and being used or capable of being used in connection with any Private Open Space or common facility, including the security system;
- 2.4.3 remove trees, shrubs and plants that obscure the view of motorists causing a traffic hazard.

### **3. Security Measures**

- 3.1 Any person entering the Estate must comply with the procedures and systems relating to access control and other security related measures that are from time to time implemented by the Board, and must obey the security directives of the Estate Security Personnel and treat them in a co-operative and respectful manner.
- 3.2 An Owner, on completion of the prescribed form, is entitled to register on the electronic access system.
- 3.3 An Occupant may, on completion of the prescribed form register access for a domestic worker, gardener or any other person to be employed by him or her in the Estate on a regular basis.
- 3.4 An Occupant who wishes to engage a domestic worker, garden worker, painter or any other such worker in the Estate for a single engagement or a limited number engagements, must –
  - 3.4.1 inform the Security Personnel at the Main Entrance of the intended engagement and provide them with sufficient information to enable them to recognise the person concerned.
  - 3.4.2 accompany that person to and from the Main Entrance and must complete the access control register in respect of each such engagement.
- 3.5 Any person who is not registered on the security system must complete the access control register on each entry.

### **4. Levies**

- 4.1 Levies are due and payable monthly in advance on the first day of each month.
- 4.2 If the Board, for financial reasons, requires an adjustment to come into effect, it must give Owners one calendar months' notice of its intention to adjust the levies.
- 4.3 It will be compulsory to sign a debit order in favour of the HMOA for the collection of the levies unless the Board decide otherwise. A penalty levy will apply to those who do not comply.

### **5. Unsightly Objects**

- 5.1 An Occupant may not cause or allow any object to be exposed on her or his property, which could, in the opinion of the Board, be considered unsightly or detrimental to the appearance of the Estate when viewed from outside the property.
- 5.2 A washing line must be screened properly and washing may not be hung out, in such a way that it is visible from a street or a common area.



- 5.3 An Occupier may not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of her or his property so that it is visible from outside the property without the written consent of the Managing Agent.

## **6. Traffic Control**

- 6.1 Unless specifically stated otherwise in these Rules, the normal statutory traffic laws apply in the Estate.
- 6.2 A speed limit of 40 km/h applies in the Estate.
- 6.3 Pedestrians will at all times have the right of way and may utilise the road as a passage.
- 6.4 Vehicles must at all times be operated with the utmost care in the Estate.
- 6.5 Vehicles may not be operated anywhere other than on the streets in the Estate.
- 6.6 Vehicles that, in the opinion of the Board, produce excessive noise will be prohibited from entering the Estate and/or being operated in the Estate.
- 6.7 No motorised vehicle will be permitted in the private open spaces other than maintenance vehicles.
- 6.8 Unroadworthy and unlicensed vehicles and unlicensed drivers may not use the streets in the Estate.
- 6.9 Vehicles may not be left unattended in such a manner that they may cause an obstruction to other road users.

## **7. Private Open Spaces and Common Facilities**

- 7.1 All Private Open Spaces and Common Facilities are for the benefit and use of all Occupants, who must be considerate and take care when using these areas.
- 7.2 Private Open Spaces and Common Facilities may not be damaged in any way.
- 7.3 Litter may not be strewn on Private Open Spaces or in Common Facilities, but must be placed in the litter bins where these are provided.
- 7.4 Picnics are permitted in designated areas only.
- 7.5 No open fires or braais are permitted in Private Open Spaces, unless specifically permitted.
- 7.6 No building rubble, refuse or unwanted articles or material of any nature may be dumped on Private Open Spaces or Common Facilities.
- 7.7 No trees or plants may be removed from or planted on Private Open Spaces without the prior written consent of the Managing Agent.
- 7.8 Vehicles may not be parked on Private Open Spaces without the prior written consent of the Managing Agent.

## **8. Estate Agents**



- 8.1 An Owner must ensure that her or his mandated Estate Agent registers with the Managing Agent by completing the prescribed application form and paying the prescribed fee prior to commencing any selling or letting activity.
- 8.2 An Estate Agent may operate on a “by appointment” basis only and must adhere to the security arrangements in place.
- 8.3 An Estate Agent’s signage must be in accordance with the regulations determined by the Board and may be erected only after the written approval has been obtained from the Managing Agent.
- 8.4 Only one “For Sale” or “To Let” sign per Agency may be erected at the property concerned.
- 8.5 If a property is on show on a particular day, the Estate Agent concerned –
  - 8.5.1 must provide the Managing Agent in writing with the detail of the property concerned on the last Wednesday preceding the intended showing;
  - 8.5.2 may erect “On Show” signs on the sidewalk at the property on the show day only; and
  - 8.5.3 may on the show day distribute a pamphlet at the Main Entrance providing detail of, and directions to, the property concerned.
- 8.6 “On Show’ signs must be removed by 17:00 on the show day.
- 8.7 “For Sale” or “To Let” signs must be removed within 7 days after conclusion of a selling or letting agreement in respect of the property concerned.
- 8.8 The above rules do not apply to the marketing agent of the Developer.

## **9. Service Providers**

Service Providers will have to adhere to the security arrangements put in place by the Board from time to time.

## **10. Maintenance of Properties and Streetscape**

- 10.1 An Owner must maintain the external appearance of her or his property, including the buildings, outbuildings, boundary and/or retaining walls or fences and any other improvements on the Erf, to the satisfaction of the Board.
- 10.2 All external walls may be painted only in the approved colours.
- 10.3 An Owner must maintain her or his garden and the sidewalk between the street boundary of her or his Erf and the kerb, to the satisfaction of the Board.
- 10.4 Building rubble, refuse or unwanted articles or material may not be placed, stored or dumped on undeveloped Erven or sidewalks.
- 10.5 Refuse bins may be placed on the sidewalk only in the morning of the day for which refuse collection is scheduled. If refuse is for whatever reason not collected on the scheduled day, the Occupant must remove the bin.
- 10.6 No trees or plants may be removed or planted on sidewalks without the prior written consent of the Managing Agent.





- 10.7 An Owner may not allow trees, shrubs or plants in her or his garden or on the sidewalk between the street boundary of her or his Erf and the kerb, to impede pedestrian traffic or obscure the vision of motorists or interfere with the functioning of the security system.
- 10.8 An Owner must at all times maintain her or his undeveloped Erf in a neat condition and cleared of growth, rubble, refuse and litter. If a stand is overgrown in the opinion of the Managing Agent, the Owner will be notified to rectify the matter. Failure to do so will result in the HMOA cleaning the stand and the expenses will be loaded onto the Owner's levy account.

## **11. Pets**

- 11.1 An Occupant may not keep more than two dogs or two cats on her or his property without the written consent of the Managing Agent.
- 11.2 An Occupant may not keep –
- 11.2.1 any poisonous, exotic or other undomesticated pets; or
  - 11.2.2 poultry, pigeons, aviaries or livestock.
- 11.3 An Occupant may in a special case on application to the Board, in its sole discretion and on such conditions as it may determine, be allowed to keep a pet that would otherwise not be allowed.
- 11.4 Pets may not roam the Private Open Spaces or streets.
- 11.5 Pets must at all times be kept on a leash in Private Open Spaces and streets.
- 11.6 An Occupant must ensure that her or his pet does not create a nuisance or cause a disturbance.
- 11.7 An Occupant must immediately remove any excrement deposited by her or his pet outside her or his Erf.
- 11.8 An Occupant must at least once a day remove any excrement deposited by her or his pet inside her or his Erf.
- 11.9 Pets must wear a collar fitted with a tag indicating the contact details or its owner.
- 11.10 Pets must be neutered, spayed or similar and must be regularly inoculated.
- 11.11 Stray pets without tags will be captured and handed over to the relevant authorities.
- 11.12 An Occupant may not neglect her or his pet by, for example, leaving it to fend for itself or failing to provide it with medical attention.
- 11.13 No person may inflict physical cruelty to a pet or subject it to violence.
- 11.14 No fireworks whatsoever are allowed in the Estate.

## **12. Business Activities**

- 12.1 A person may practice a business or a trade on or from a residential Erf in the Estate as an additional use right, subject to compliance with the Municipality's stipulated requirements.



- 12.2 If the applicant is not the Owner of the Erf concerned, the written permission of the Owner for such an application must accompany the application.
- 12.3 The Board may determine the effect of a business activity on the infrastructure and security of the Estate and may charge the Occupant accordingly.

### **13. Security Wall and Fence**

- 13.1 No person may damage or remove any part of the security wall, fence or equipment.
- 13.2 No attachments may be made to the security wall or fence without the prior written approval of the Managing Agent.
- 13.3 No signage whatsoever may be erected against or on top of the security wall or fence.
- 13.4 No large trees, shrubs or plants may be planted in close proximity of the security wall or fence.

### **14. Clearance or Other Certificates**

- 14.1 The Managing Agent may not issue a clearance certificate or any other certificate required for purposes of transfer of a property if –
  - 14.1.1 the offer to purchase does not contain a clause binding the purchaser to the provisions of the Constitution;
  - 14.1.2 all moneys due to the HMOA, including an administration levy, have on the date of registration not been paid or provision has not been made to the satisfaction of the Managing Agent for the payment thereof; or
  - 14.1.3 there has been a breach of any of these Rules or the Rules of the Constitution that has not been remedied, or for the remedying of which provision has not been made, to the satisfaction of the Board.

### **15. Noise Levels**

As a general rule, any excessive noise between the hours of 24:00 and 06:00 will be considered a disturbance and the HMOA will have the right to enforce the peace.

### **16. Installation of Emergency Power Equipment**

- 16.1 No Owner or Occupant will be allowed to make use of a generator without the consent of the HMOA of which the Trustees may specify the following:
  - 16.1.1 Type of generator;
  - 16.1.2 Placement of generator;
  - 16.1.3 Limitations on the times that the generator can be operated;
  - 16.1.4 Maximum duration of use of the generator at any one time;
  - 16.1.5 Proper maintenance of the generator;
- 16.2 The HMOA approval will be subject to approval from the Municipality if so required.



16.3 In addition to the above:

- The unit should be strategically placed as to have a minimal noise and pollution impact on neighbouring properties;
- Maximum generator size shall be no more than 10 KVA per house;
- Generators may only be used during the following times (other than an emergency) : -
  - Monday to Thursday – 7am to 10pm;
  - Friday – 7am to 11pm;
  - Saturday – 10am to 11pm;
  - Sunday - 10am to 8pm;
  - And only when there is a power outage from Eskom.
- Only petrol, diesel and gas operated generators shall be permissible. Coal burning generators and the like are strictly prohibited.
- Appropriate safety measures such as a portable fire extinguisher must be provided in close proximity to the unit. No extra fuel should be stored freely on site, all fuel must be in the generator tank and small “leftover” quantities should be stored appropriately and safely.

16.4 Owners are encouraged to install solar power panels for geysers and swimming pools;

16.5 Geysers may not be visible from the street or neighbouring properties and if possible should be installed in ceilings;

Failure to comply with the above, will warrant substantial penalties.



## **PART II – AESTHETIC CONTROL**

### **NOTE:**

To achieve a harmonious and aesthetically pleasing environment, certain architectural guidelines have been defined for each phase in the development. The guidelines aim to create a language with a harmonious architectural aesthetic, characterised by a range of colours and details that is in harmony with, and complement, the local vernacular of the Estate.

The guidelines serve to promote a qualitative development known for its charm, beauty and, ultimately, its own unique “sense of place”, and in this way to set a standard of high quality lifestyle for Occupants and protect property values.

The Board have appointed an Architectural Review Committee to scrutinise all Building Plans for compliance with the applicable architectural guidelines prior to submission thereof for Municipality approval.

### **17. General**

#### **17.1 Building Plans –**

- 17.1.1 must comply with the Municipal and National Building Regulations (SABS 0400) and any other applicable legislation;
- 17.1.2 must be submitted to the Managing Agent for approval by the Trustees and will only be processed upon proof of payment of the applicable plan scrutiny fee;
- 17.1.3 Plan scrutiny fee is R1 500-00;
- 17.1.4 The first re-submission after the comments by the Managing Agent will be free of charge, thereafter a resubmission fee of 50% of the initial fee will apply.

17.2 The design of all structures and the preparation and submission of Building Plans may be undertaken only by a professional practising Architect, provided that Trustees may, in their sole discretion, waive this requirement if she or he is satisfied that the required design standards have been met.

### **18. Approval of Plans**

- 18.1 Only after aesthetic approval has been obtained, may the Building Plans be submitted to the Municipality for its approval. The Building Plans will be endorsed by the HMOA prior to submission to the Municipality, and the stamp shall be clear with a legible signature from the authorised member of the HMOA.
- 18.2 If an Owner intends to implement a deviation or variation from the aesthetically approved Building Plans, she or he must submit an application to that effect in writing to the Managing Agent for scrutiny prior to implementation thereof on site. The deviation or variation may be implemented only if the Managing Agent approves it in writing.
- 18.3 The Board will ensure that regular inspection will take place to protect the architectural integrity of the development.



## **19. Approved Plans**

- 19.1 On approval by the Managing Agent fivefold (one copy to be in colour) copies must be lodged at the HMOA offices for final approval and stamping. One copy will be retained for the archive of the HMOA.
- 19.2 The Building Contractor must ensure that a copy of the signed approved Building Plan is at all times available on site for inspection together with a copy of the approved Environmental Management Plan.
- 19.3 Prior to commencing building operations, the Building Contractor must set out the foundations for inspection and approval by the HMOA and the Municipality.

## **20. Town-planning Restrictions**

- 20.1 The restrictions that may apply for individual phases in the development are in addition to any restrictions imposed in terms of the conditions of title, conditions of establishment, to any Erf, town-planning schemes, national or other building regulations.
- 20.2 Compliance with restrictions imposed by the Trustees and approval of Building Plans by them do not absolve the Owner from complying with, and may not be construed as permitting, any contravention of –
  - 20.2.1 the conditions of establishment and/or title to any Erf; or
  - 20.2.2 any restrictions imposed by the Municipality or any other competent authority by virtue of controlling legislation; or
  - 20.2.3 any applicable zoning, by-law or regulation of the Municipality or any other competent authority.



## **PART III – CONTROL OF BUILDING ACTIVITIES**

### **NOTE:**

**The rules governing building activities are intended to ensure that the quality of life of residents in the Estate is not unduly compromised and the impact on the environment is minimised by the activities, yet allowing for efficient construction. The rules are designed to prevent damage to the common property, to reduce the unsightliness associated with building activities and to minimise inconvenience to residents.**

### **21. General Conditions**

- 21.1 An Owner must ensure that her or his Building Contractor is aware of these Rules and complies with them, and must incorporate a clause in the building contract in terms of which the Building Contractor acknowledges the Rules and accepts the provisions contained in the Environmental Management Plan.
- 21.2 The Building Contractor must undertake to comply with these Rules and any further control measures, which may be instituted by the Board from time to time and must ensure compliance with the Rules by all her or his Employees.
- 21.3 An Owner will be held responsible for any damage caused to the streets (including kerbing and sidewalks) or landscaping (including plants on the sidewalks) by her or his Building Contractor and the Contractor's Employees, vehicles, equipment and delivery vehicles to the building site.
- 21.4 The Managing Agent may, upon completion of the prescribed form and payment of the prescribed fee, issue a Building Contractor with an access permit for herself or himself and for each of her or his Employees. The access permit must at all times be carried on the holder's person while she or he is in the Estate.
- 21.5 A Building Contractor's Employees must be transported by vehicle from the Entrance to the relevant building site and back, and between the building site in the Estate for which she or he is registered.

### **22. Registration of Building Contractors**

- 22.1 A Building Contractor who has regular engagements in the Estate may register with the Managing Agent by completing the prescribed application form, and may in the sole discretion of the Managing Agent be provided with access permits for herself or himself and her or his Employees.
- 22.2 A Building Contractor will qualify for registration only if she or he can furnish proof to the Managing Agent that she or he is registered with the NHBRC and is a member of the MBA or the BIFSA.

### **23. Conditions for Permission to Commence Building Activities**

- 23.1 The Managing Agent and the Municipality must have approved the Building Plans.
- 23.2 A builder's deposit as per Clause 24 must be paid to the Managing Agent.
- 23.3 A water connection must be obtained.
- 23.4 Sanitary and drinking water facilities must be provided on the building site.



- 23.5 The Estate will provide a uniform builder's board that must be erected in a position and to a standard approved by the Managing Agent, after consultation with neighbours, if any. The cost of R750-00 for the Board will be for the Owner/Contractor.
- 23.6 The Environmental Control Office (ECO) must be notified in writing of the date on which construction activities are to commence.
- 23.7 Before the construction of the dwelling can commence, a boundary wall must be constructed on the side and back boundaries of the stand.
- 23.8 Boundary walls must be plastered on both sides and an undercoat is required on the outside if shared with an empty neighbouring stand. Face brick walling will not be permitted.

#### **24. Builder's Deposit**

- 24.1 A Building Contractor must pay the builder's deposit as determined by the Board from time to time for each building opportunity to the Managing Agent before construction starts.
- 24.2 The builders' deposit consists of two components, namely:
- 24.2.1 a refundable component of R4,000-00 which is refundable without interest after the Managing Agent has been notified of the completion of the work and an occupational certificate has been issued by the Municipality; and
  - 24.2.2 a non-refundable component of R2,000-00 as a contribution towards the Street Reserve of the Estate.
  - 24.2.3 all fees exclude Value Added Tax.
- 24.3 The Managing Agent may use the refundable component to recover the cost of:
- 24.3.1 repairing any damages occasioned by the Building Contractor to kerbing, sidewalks, streets, landscaping or any other property of the HMOA or an Occupant; and
  - 24.3.2 the cost of removing, either during building operations or on completion thereof, any rubble, refuse, litter or building material left on the sidewalk, street, Private Open Space or any other Erf.
- 24.4 The Managing Agent may recover only verifiable actual costs incurred by her or him. A standard cash slip, statement or receipt will serve as proof of the expenses incurred.
- 24.5 The above fees will be adjusted by the Board of Trustees from time to time.

#### **25. Conditions during Building Period**

- 25.1 A Building Contractor must ensure that building activities are performed in such a manner that no damage is caused to neighbouring properties and as little disturbance and inconvenience as possible to neighbours and other Occupants.
- 25.2 If building activities take place adjacent to an existing dwelling, the Building Contractor must make effort to respect the privacy of the neighbours.



25.3 A Building Contractor and her or his Employees may be present in the Estate only during the following normal working hours:

Monday to Friday	=	07:00 to 18:00
Saturday	=	07:00 to 13:00

25.4 An application for permission to perform building activities outside the normal working hours, together with the written consent of all adjacent neighbours, must be lodged with the Managing Agent at least five (5) working days prior to the intended building activity, unless the Managing Agent, in a particular instance, agrees to a shorter period.

25.5 Sundays and public holidays and a period of 14 days from around the 16 December until 2 January (both days included), are not normal working days and building activities may not be carried out on these days. A Building Contractor may in the discretion of the Managing Agent be allowed to work on these days. The application, together with the written consent of all adjacent neighbours, must be lodged with the Managing Agent at least five (5) working days prior to the intended work, unless the Managing Agent, in a particular instance, agrees to a shorter period.

25.6 Building activities must proceed without lengthy interruptions and must be completed within twelve (12) months, or such other period as has been authorised in writing by the Managing Agent, from the date of commencement.

25.7 Water for construction purposes may not be obtained from water points on Private Open Spaces.

25.8 Employees may not roam about the Estate but may only be on the building site for which they are registered. An on the spot fine of R100.00 per incident will be levied against the Builder.

25.9 An Employee may not use Private Open Space or common facility in the Estate as a resting place. An on the spot fine of R300.00 per incident will be levied against the Builder.

25.10 Employees may use only the sanitary and drinking water facilities on site and sanitary waste must be removed weekly.

25.11 No open fires may be lit on the building site, and the Building Contractor must ensure that there are sufficient fire extinguishers on site at all times.

25.12 Where machinery, equipment or material is off-loaded in such a way that it encroaches onto the sidewalk, into the street or onto a Private Open Space, the Building Contractor must forthwith move the item concerned onto the building site. No machinery, equipment or material may be stored or remain on the sidewalk or in the street without the written permission of the Managing Agent and subject to such conditions as she or he may impose.

25.13 A Building Contractor must ensure that the kerb, sidewalk and street in front of the building site concerned are adequately protected from damage by the building activities and that the street is at all times swept clean.

25.14 Vehicles, machinery and equipment may not be cleaned in the Estate.

25.15 Sand and building rubble washed away or moved onto the sidewalk, into the street or onto a Private Open Space must be cleaned away forthwith.

25.16 Excess material or building rubble may not be dumped on Private Open Spaces in the Estate.



25.17 The building site must be kept as clean as possible of refuse and litter. Refuse and litter must be removed weekly before 15:00 on a Friday and whenever the Managing Agent instructs the Building Contractor to do so. A fine of R1 000.00 will apply to defaulters that continue to disregard the Rules.

25.18 A zero tolerance attitude will prevail to ensure that chaos will not ensue as a result of non compliance by the Building Contractor(s).

## **26. Storage Sheds/Huts**

26.1 A Building Contractor may erect storage sheds/huts within the boundaries of the building site and to a maximum height of 2.4m.

26.2 The position of such structures must be indicated on a building site diagram, which must be submitted to the Managing Agent for approval before the erection thereof.

## **27. Site Guard**

No Building Contractor will be allowed to employ a guard on site outside normal working hours.

## **28. Construction Vehicle and Delivery Restrictions**

28.1 The following restrictions apply to construction vehicles allowed into the Estate:

28.1.1 Only non-articulated vehicles (without trailers) of the following specifications are allowed:

Maximum length	=	9.1m
Maximum width	=	2.6m
Maximum gross mass	=	20,000kg
Maximum axle weight	=	8,000kg

28.1.2 Only roadworthy, licensed vehicles will be allowed into the Estate.

28.1.3 Drivers must use the streets and may not take a short cut over other Erven or Private Open Spaces.

28.1.4 Vehicles may not be left unattended in such a position that they may cause an obstruction to other road users.

28.1.5 Vehicles may not be parked on Private Open Spaces or private properties without the prior written consent of the Managing Agent or the Occupant concerned, as the case may be.

28.2 The following general conditions apply to deliveries to a building site:

28.2.1 The Building Contractor must brief the drivers of delivery vehicles on the Rules governing deliveries.

28.2.2 Delivery vehicles are subject to the general construction vehicle restrictions.



- 28.2.3 The Building Contractor is at all times responsible for delivery vehicles and delivery personnel.
- 28.2.4 Deliveries to building site may take place only from the street frontage of the building site.
- 28.2.5 Deliveries may take place only during normal working hours and on normal working days, provided that a Building Contractor may on application in the discretion of Managing Agent be allowed to receive deliveries outside normal working hours and days.
- 28.3 The following additional specific conditions apply to concrete deliveries to a building site:
  - 28.3.1 Concrete delivery vehicles may be washed only on the building site concerned and spillage and run-off must be contained on that site.
  - 28.3.2 Concrete may not under any circumstances be spilt onto sidewalks, streets or Private Open Spaces.
  - 28.3.3 Spilt concrete must be removed immediately.



## **PART IV – APPLICATION OF RULES**

### **29. General**

If a person fails to comply with a written notice from the Managing Agent to rectify, or desist from a transgression of any of these Rules and such failure persists after expiration of the period specified in the notice –

- 29.1 the Managing Agent may deactivate their electronic access into the Estate;
- 29.2 the Managing Agent may impose the prescribed fine on the person concerned; and/or
- 29.3 the Managing Agent may remedy the failure for the account of the person concerned; or
- 29.4 The Board may apply for a court order at that person's cost to compel her or him to comply with the notice.

### **30. Failure of Owner to Maintain Property**

If an Owner fails to comply with a written notice from the Managing Agent to repair or maintain his property in a state of good repair as required by these Rules and such failure persists after expiration of the period specified in the notice –

- 30.1 the Managing Agent may impose the prescribed fine on the Owner; and/or
- 30.2 the Managing Agent may remedy the failure for the account of the Owner; and/or
- 30.3 The Board may authorise the Managing Agent to de-activate electronic access for the Owner's purpose until such time as the breach has been remedied; and/or
- 30.4 The Board may apply for a court order at the Owner's cost to compel her or him to comply with the notice.

### **31. Building Activities**

31.1 If a Building Contractor fails to comply with a written notice from the Managing Agent to rectify, or desist from, a transgression of any of these Rules or to repair any damage caused by her or his building activities and such failure persists after expiration of the period specified in the notice –

- 31.1.1 the Managing Agent may refuse her or him entry into the Estate until such time as the breach has been remedied; or
- 31.1.2 the Managing Agent may impose the prescribed fine on the Owner and/or the Building Contractor; and/or
- 31.1.3 the Managing Agent may remedy the failure for the account of the Building Contractor; or
- 31.1.4 The Board may apply for a court order at the Building Contractor's cost to compel her or him to comply with the notice.



- 31.2 If an Owner fails to submit Building Plans as required by these Rules, or if a Building Contractor commences building activities before the Managing Agent has certified that the Building Plans, or any deviations or variations there from, comply with the prescribed architectural guidelines –
- 31.2.1 the Managing Agent may in writing instruct the Owner within a specified time to demolish or remove any structures so erected; or
  - 31.2.2 the Managing Agent may in writing instruct the Owner forthwith to suspend any building activities until such time as the breach has been remedied; and/or
  - 31.2.3 the Managing Agent may impose the prescribed fine on the Owner and/or the Building Contractor; and/or
  - 31.2.4 the Managing Agent may, if the Building Contractor is not an Owner, refuse her or him entry into the Estate until such time as the breach has been remedied;
  - 31.2.5 the Board may apply for a court order at the cost of the Owner to compel her or him to comply with these Rules.
- 31.3 Neither the Managing Agent nor the Board accepts any liability whatsoever for any loss sustained by an Owner of Building Contractor as a result of any structures having had to be demolished or removed or any building activities having had to be suspended or the Building Contractor and her or his Employees having been refused entry into the Estate because of a breach of these Rules.

### **32. Vehicles**

If a vehicle is parked, standing or abandoned on any Private Open Space without the Managing Agent's consent, the Managing Agent may –

- 32.1 impose the prescribed fine on the owner of the vehicle; and/or
- 32.2 after having give the owner of the vehicle a written notice to remove the vehicle within the period specified on the notice, cause the vehicle to be removed or towed away at the risk and expenses of the owner of the vehicle.

### **33. Action or Decision of Managing Agent**

- 33.1 An Owner who is dissatisfied with an action or decision of the Managing Agent may in writing request the Managing Agent to refer the matter to the Board for decision.
- 33.2 The Board may in its sole discretion designate one or more of its members to meet with the Owner on the matter raised and dispose of it, or to advise the Board on how to dispose of it.

### **34. Matter Raised with The Board**

- 34.1 An Owner who wishes to register a complaint with, or to bring another matter to the attention of the Board, must do so in writing addressed to the Managing Agent and marked for the attention of the Chairperson of the HMOA.
- 34.2 A matter so raised must be included in the agenda of the next ensuing Board meeting.
- 34.3 The Board may decide to let the matter stand over to another meeting to allow its members reasonable time to acquaint themselves adequately with the detail of the matter to be able to take an informed decision on it.



- 34.4 The Board may in its sole discretion allow the Owner concerned an opportunity to address it on the matter if it requires further clarification to enable it to deal with the matter.
- 34.5 The Board may in its sole discretion designate one or more of its members to meet with the Owner concerned on the matter raised and dispose of it or to report its finding and advice, if any, to the Board.
- 34.6 An Owner who is dissatisfied with the procedure followed by the Board in processing a matter raised by her or him or with its decision on the matter, may, subject to the Constitution, raise it at the next ensuing annual general meeting or an ordinary general meeting called for that purpose, or the Owner may declare a dispute.

### **35. Contravention of Rules**

- 35.1 Should any of the conduct be contravened, the Trustees or Managing Agent may furnish the owner or occupier with a written notice which may be delivered by mail, hand or per email. For serious transgression of the Rules, the Trustees and/or the Managing Agents reserve the right to impose a fine immediately without a warning. This is in their absolute discretion.
- 35.2 If an Owner or Occupier persist with a particular conduct or if he or she is in contravention of a rule, and a warning was given, a penalty will be imposed.
- 35.3 The Trustees may from time to time determine the monetary amount of the penalties.
- 35.4 Any penalty imposed in terms hereof shall be payable by the Owner of the property concerned to the HMOA on demand.
- 35.5 The imposition of any penalty in terms hereof shall be without prejudice and shall not effect and shall be in addition to any other rights available to the HMOA at law, and in particular its right to apply for an order compelling any Owner and /or tenant to comply with these Rules.
- 35.6 The penalty for transgression of any Rules will be R500.00 (five hundred rand) plus any cost of action to rectify.
- 35.7 Any penalty amount payable by an Owner and/or tenant to the HMOA in terms of these Rules of conduct shall be deemed an additional levy in respect of the Owner of the Erf.

(Costs referred to in this clause shall mean such costs the trustees deem to be reasonable)