



## **HOME IMPROVEMENT**

## **GUIDE AND REGULATIONS**

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**Schedule 1:** Paint colour pallet

**Form A:** Major Works Approval application form

**Form B:** Minor Works Approval application form

## 1. INTRODUCTION

- 1.1. The Development was designed and constructed by Garden Cities with a unique harmonious feel of a tranquil living space and an equally aesthetically pleasing visual look.
- 1.2. Homeowners within the Development are obliged to ensure the continued harmonious environment and aesthetically pleasing look of the Development. This is achieved by, among other things, compliance with and adherence to the terms and conditions of the Constitution and Conduct Rules.
- 1.3. This HIG is an integral part of the Conduct Rules and, by its nature, prescribes minimum standards and/or requirements and/or regulations to be complied with by Homeowners for all building of, alterations to, landscaping and/or home improvements of their Properties adhering to the general harmony and aesthetics of the Development for the benefit of all homeowners.

## 2. OBJECTIVES

- 2.1. The primary objectives of this HIG is to:
  - 2.1.1. prescribe minimum requirements and/or standards and/or regulations for the building of, alterations to, landscaping and/or improvements of a homeowner's Property; and
  - 2.1.2. ensure, through compliance with this HIG, the harmonious and aesthetically pleasing standards of the Development for the benefit of all homeowners.

### 3. BINDING NATURE AND NON-WAIVER

3.1. This HIG is an integral part of the Conduct Rules and, as such, is binding on the Homeowners including, but not limited to, their family, agents, contractors and/or suppliers (as the case may be).

3.2. In the event of any conflict between the terms and conditions of this HIG and that of the Conduct Rules at paragraphs 4,5,6 and 7 thereof, the terms and conditions of this HIG will prevail but only to the extent of the conflict existing. To the extent not prescribed herein, the non-compliance/breach of the terms and conditions of this HIG will be enforced by the terms of the Conduct Rules.

3.3. No indulgence and/or relaxation of this HIG and/or a failure to enforce the terms and/or conditions herein in one or more instances, will constitute a waiver or consent or prevent its enforcement by the HOA at any time.

### 4. AVAILIBILITY OF HIG AND THE HOMEOWNERS RESPONSIBILITY

4.1. This HIG is available from the HOA (downloadable from the HOA's website at [www.cehoa.co.za](http://www.cehoa.co.za)) or the Managing Agent or the Supervising Architect.

4.2. Homeowners must, and are responsible to, ensure that they and/or their agents and/or contractors and/or suppliers (as the case may be) comply with the terms and/or conditions of this HIG when undertaking any building, landscaping and/or home improvements at/to their Property.

### 5. LANDSCAPING

5.1. Landscaping of the Road Reserve is permitted subject to the grant of a Minor Works Approval by the HOA.

5.1.1. Landscaping of a Homeowner's garden within the Property's boundary walls does not require a Minor Works Approval.

5.2. Landscaping, in general, must maximize the indigenous biodiversity of the Development and be sustainable into the future. Each Property within the Development is a contributor to the conservancy of the Development's general biodiversity (birds, insects, small animals and the like) footprint.

5.3. Landscaped gardens, in terms of layout, lawn, trees, plants, shrubs and bedding areas at the interface between the road reserve and the Property must be harmoniously integrated.

5.4. Homeowners are responsible for the maintenance and upkeep of any landscaped installation on their Property to a standard that always is neat, clean and that does not detract from the harmony and aesthetics of the Development as a whole.

#### 5.5. Trees

5.5.1. The planting of indigenous trees is encouraged. Homeowners must keep within the framework of the species of the Development and must grow and maintain such trees in a manner that advances the aesthetics of the Development. A list of suitable indigenous trees that may be planted is available from the HOA's website or from the Managing Agent.

5.5.2. No trees on the road reserve will be removed, poisoned, dwarfed, materially diminished, replanted and/or the existing tree regime altered in any way without the written Minor Works Approval.

5.5.3. Homeowners must regularly prune/cut back trees that overhang a boundary wall (to be pruned/cut back to the inside edge of the boundary wall) and/or that overhangs onto a public road (to be pruned/cut back to before the start of the curb of the public road).

5.5.4. Trees are to be kept healthy and disease free and the roots thereof must not be permitted to become unsightly or cause damage to a public road.

5.5.5. All saplings and/or immature trees must be encouraged to grow upright using suitable and aesthetically pleasing natural wooden poles or similar support structures. The use of ropes and/or rope pully-like systems to brace and/or manipulate a tree growth is not permitted.

## 5.6. Plant Species

5.6.1. The planting of indigenous and water-wise plant species and shrubs is encouraged.

5.6.2. All declared invasive alien plants listed in the Conservation of Agricultural Act of 1983 (as amended) is not permitted to be planted and/or cultivated.

## 5.7. Garden Ornamentation

5.7.1. No artificial ornamentation such as, but not limited to, garden gnomes, artworks, decorative works and/or overly elaborate sculptures will be permitted on the Road Reserve and/or attached to the Property's boundary wall or fence or which is visible from a public road without the written Minor Works Approval from the HOA.

## 5.8. Exterior Lights

5.8.1. All exterior lights, whether attached to the building or free standing on the Property, must be diffuse and subdued and must be screened to avoid glare. Coloured lighting is discouraged.

## 5.9. Artificial lawn, gravel, rocks, paving and bark chips

- 5.9.1. Artificial lawn may only be used in the garden of the Property. No artificial lawn is permitted on the Road Reserve.
- 5.9.2. Tarring of the Road Reserve is not permitted without a Minor Works Approval and must be in keeping with other tarring in the immediate area of the Property, but such tarring must not exceed more than 70% of the area of the Road Reserve.
- 5.9.3. All paving on the Road Reserve is not permitted without the written Minor Works Approval and must be in keeping with other paving in the immediate area of the Property but such paving must not exceed more than 70% of the area of the Road Reserve.
- 5.9.4. Rocks, gravel and/or bark chips may be used on the Road Reserve for landscaping purposes but must not exceed more than 70% of the area of the Road Reserve.
- 5.9.5. The Homeowner will ensure at all times that where rock and/or gravel and/or bark chips are used as a covering on the Road Reserve, such will be regularly topped up where it becomes sparse showing the underlying ground and/or becomes aesthetically unpleasing.

## 5.10. Rainwater Harvesting Tanks

- 5.10.1. The installation of rainwater harvesting tanks ("rainwater tanks") is encouraged subject to the grant of a Minor Works Approval from the HOA.
  - 5.10.1.1. Copies of the consents of immediate surrounding neighbours must be delivered by the Homeowner to the HOA when making his application for the issuance of the Minor Works Approval.

5.10.2. Where possible, rainwater tanks must be buried in the ground. Rainwater tanks not buried in the ground must not be visible from a public road.

5.10.3. Horizontally or obliquely fitted lengths of roof rainwater downpipes is not permissible. Only vertically discharging lengths of roof rainwater downpipes into the rainwater tanks is permitted. Only white downpipes or downpipes painted to the same colour as the walls of the buildings is permitted.

#### 5.11. Irrigation systems

5.11.1. Irrigation systems must be installed in a manner that the irrigation pipes are neatly concealed and/or buried underground. Irrigation piping that lays atop the ground is not permitted.

5.11.2. Irrigation sprayers must be set and maintained so that water is not sprayed onto adjoining properties and/or onto a public road and/or public spaces.

5.11.3. The use of an irrigation system (whether manually operated or automated) must be used at reasonable times of the day that will not disturb immediate neighbours of the Property.

#### 6. WENDY HOUSE/GARDEN SHED

6.1. A wendy house /garden shed is permitted subject to the following:

6.1.1. The granting of a Minor Works Approval by the HOA where the wendy house/garden shed is no greater than a footprint of 5 (five) square meters; or



6.1.2. The granting of a Major Works Approvals where the wendy house/garden shed is greater than a footprint of 5 (five) square meters. The maximum size of a wendy house garden shed will be 3m x2.5 m. A wendy house /garden shed that will have a footprint greater than 5 (five) square meters will require approved building plans from the local authority to be submitted with the Major Works Application.

6.2. The Homeowner will be required to obtain and submit with his application for the required approval(s) the written consents of his neighbours to the installation of the wendy house/garden shed.

6.3. Only 1 (one) wendy house/garden shed will be permitted on the Property. No wendy house/shed will be visible from the public road. The roof of the wendy house. Garden shed must be the same colour as that of the Property or such other colour as the Association may approve in terms of the Minor or Major Works application.

6.4. The wendy house/garden shed will not be used for the purposes of human habitation, whether on a permanent or temporary basis. Its purpose must only be for the storage of gardening and/or household tools and/or similar paraphernalia.

## 7. BUILDING AND ALTERATIONS APPROVALS

7.1. No building and/or alteration works at/to the Property of a Homeowner will be permitted without the grant of Major Works Approvals of the HOA and Supervising Architect.

7.1.1. The Major Works Approvals will be in addition to and not in substitution of any other consent and/or approval required by a local authority. It is the Homeowners sole responsibility to ensure that the necessary local authority consent and/or approval is obtained.

7.2. The Homeowner must apply for the Major Works Approvals in the following manner:

7.2.1. An application in the form of **Form “A”** must be completed, signed and delivered by the Homeowner to the Supervising Architect together with the relevant building/alteration plans and other supporting documents (as the case may be).

7.2.2. The Homeowner must make payment of the charges prescribed in Form “A”. Confirmation of payment in the form of a bank proof of payment notice or similar proof of payment notice must be delivered to the Supervising Architect together with Form “A”.

7.2.2.1. No application for a Major Works Approvals will be processed until the payments prescribed in Form “A” has been made.

7.2.3. The Supervising Architect and HOA will within 14(fourteen) working days from the date of the delivery of the Homeowner’s application, process the application. In the event of the:

7.2.3.1. Major Works Approvals being granted, the HOA and Supervising Architect will endorse on the building/alteration plans their respective approvals, evidenced by their respective signatures and their respective stamps;

7.2.3.2. Major Works non-approvals, the HOA and Supervising Architect will give written notice thereof to the Homeowner stating the reasons for such non-approval.

7.2.3.3. The Major Works Approvals granted will be for a limited duration of 12 (twelve) months (“**Major Works approval period**”) from the date of the grant of such approvals. Any building and/or alteration works not completed before the expiration of the Major Works Approval period will result in the Homeowner being required to re-

apply for the necessary Major Works Approvals in terms of this clause 7. Unless and until such Major Works Approvals are granted, the Homeowner is not permitted to proceed with the building/alteration works.

7.2.3.4. The Major Works Approvals granted will be in respect of those building and/or alteration works applied for and that appears from the building and/or alteration plans duly endorsed with the signatures and stamps of the Supervising Architect and HOA. In the event of any variations of the building and/or alteration works ,such variations will require the approvals of the Supervising Architect and HOA, which approvals must be applied for by the Homeowner in accordance with the provisions of this clause 7.

7.2.3.5. The Homeowner must proceed with the building and/or alteration works without delay , must complete such works not later than 12 (twelve) months from the date of the grant of the Major Works Approvals and with the least disruption to other homeowners.

7.2.4. To ensure the continued harmony of the Development and an order of good neighbourly relations, building and/or alteration works starting before 07:00 and finishing after 18:00 on Mondays to Fridays and before 07:30 and 14:00 on a Saturdays is discouraged. Building and/or alteration works on public holidays and Sundays is not permitted.

7.3. On completion of the building and/or alteration works and before the end of the 12(twelve) month period prescribed in clause 7.2.3.5, the Homeowner must notify the Supervising Architect thereof and request the issuance of a Building Clearance Certificate (“**BCC**”)

7.4. Within 5 (five) working days of receipt of the notification in clause 7.3 above, the Supervising Architect and/or the HOA (or their duly authorised agent) will inspect the Property and, if satisfied of the completion of the building /alteration works in accordance with the building/alteration plans, issue a

BCC

7.5. Upon the issuance of the BCC in clause 7.4, the HOA will make payment thereof to the Homeowner less any amounts to/for:

7.5.1. remedial works undertaken by the HOA for any damage caused to the immediate area of the Development where the building and/or alteration works were undertaken;

7.5.2. the HOA and/or Supervising Architect;

7.5.3. penalties imposed in terms of this HIG and/or the Conduct Rules;

7.6. A failure or neglect by the Homeowner to request a BCC within the time period prescribed in clause 7.3 above will result in the Homeowner's building deposit being forfeited to the HOA.

7.7. Upon completion of the building and/or alteration works and before notice to the Supervising Architect as prescribed in clause 7.3 above, the Homeowner will ensure that the Property and its surrounds on which he worked and/or allowed work to be done is cleared of all surplus materials, rubble and the like and restores such area(s) to a clean and tidy condition.

7.8. In the event that the Supervising Architect and HOA do not grant the Major Works approvals for the building and/or alteration works in this clause 7, the Homeowner may, within a period of 30 (thirty) days of the date of the notice of the Major Works non-approvals appeal such decision to the HOAEC

7.9. The Homeowner must, in making his appeal, provide the HOAEC with the following:

7.9.1. A written statement, supported by such documents and other evidence as the Homeowner may deem relevant, of why and on what basis the he deems the HOA and Supervising Architect's non-

approvals to be appealable;

7.9.2. A copy of the Homeowners original application and all related supporting documents thereto;

7.9.3. A copy of the notice of the Major Works non-approvals by the HOA and Supervising Architect;

7.10. The HOAEC will, within 14(fourteen) working days of receipt of the Homeowners appeal in clause 7.9, consider such appeal and make a ruling thereon.

7.10.1. The HOAEC may, in its sole discretion, request the assistance of any person to assist it in considering the Homeowner's appeal.

7.11. The ruling of the HOAEC will be communicated in writing to the Homeowner, the HOA and Supervising Architect and will be final and binding on all the parties.

## 8. BUILDING MASS

8.1. The addition of extra garaging is permissible provided that the addition thereof is set back, or a method of softening the impact of the addition is set in place to. For example, an added trellis/ pergola system in front of these doors would suffice;

8.2. Granny flats are permitted, however; with the consent of the immediate neighbours— the number of affected homeowners are to be determined by the HOA and Supervising Architect

8.2.1. An extra parking bay is to be provided on the property.

8.2.2. Each granny flat application will be dealt with on its own merits.

8.2.3. The granny flat addition should tie in with the main dwelling to ensure that it does not impact on the overall architecture of the individual dwelling and surrounding houses.

8.2.4. Apart from the living room, the Granny flat is permitted one bedroom, one bathroom and one kitchen only. A Study may be included if required.

8.2.5. The gross square metres of the granny flat may not be more than 30% of the main dwelling size. Up to a maximum of 120 square metres or 66% maximum coverage of all roofed areas on the site, including the granny flat.

8.3. Double storey additions will require numerous neighbours' consent, due to their impact upon the built environment.

8.3.1. It is recommended that any upper level addition to the ground floor of a Single Residential building, may not be less than 75% of the total coverage of dwelling, excluding the garage if the garage is separated from the main building mass or 75% of the total coverage of the dwelling, including its garage if the garage is an integral part of the main dwelling.

8.3.2. Every endeavour must be taken to ensure that overlooking features are kept to the minimum, with special care taken to ensure that the core recreation areas of neighbours' homes are not overlooked. It is preferable that the complete footprint be considered.

8.3.3. Double Storey additions shall not be permitted to encroach over rear or lateral building lines.

8.3.4. Any addition to the ground floor of a general residential dwelling (Grouped Housing) will require the consent of all homeowners in the Development.

## 9. ROAD RESERVE RESPONSIBILITY

- 9.1. The Road Reserve is the property of the local authority.
- 9.2. On registration of transfer of the Property, the Homeowner assumes responsibility , and will continue to be responsible therefor until the Property is transferred and registered into the name of a new homeowner, for the maintenance and upkeep of the Road Reserve in an aesthetically pleasing state equal to that of the general state of other road reserves in the Development.
- 9.3. All improvements, maintenance and upkeep works on the Road Reserve will be for the Homeowner's costs and will not be recoverable from the local authority or the HOA.

## 10. EXTERIOR WINDOWS AND DOORS

- 10.1. All new windows are to match not only the existing building, but also the those of properties in the immediate area.
- 10.2. All new doors including garage doors, are to compliment the style and are not to be too ornate and out of context with the those in the area.

## 11. BOUNDARY WALLS AND FENCES

- 11.1. Street boundary walling should, as far as possible, be maintained as originally developed, by the Developer. The Maximum permissible height is 1,800mm.
- 11.2. Additional walling to be built or any alterations to any existing walling is to be compliant with the local authority's regulations and by-laws, the details of which may be obtained from the Supervising Architect or the local authority.
- 11.3. No walls may be built or altered without the issuance of a Major Works Approvals. Any such approvals are in addition to and not in substitution of any

approval and/or consents required by the local authority.

## 12. AWNINGS, CARPORTS, LEAN-TO ROOFS AND PERGOLAS

12.1. Major Works Approvals are required for any form of fixed pergola, awning, lean-to roof, patio and/ or carport and must be applied for in accordance with clause 7 above.

12.2. Only plain awnings are permitted and are to be the same colour as the buildings— no stripes. The use of external drop-down blinds on patios and terraces is permitted but only where such drop-down blinds is not visible from a public road.

12.3. Solariums – sunrooms are not permitted.

12.4. Carport roofs must have a level profile finish with sloping roofing sheets hidden behind fibre cement or solid piece (not slatted) Aluminium or polyethene fascia's. Carport roofing is to be of one roofing material only. A patchwork of translucent and other material is not permitted. Carport roof supports to be of timber/steel sections, square or round depending upon the house style, situated on top of a 330x330x600mm high plastered brick piers. The sides of a carport may be trellised (square, not diagonal) and planted with creepers.

12.5. Shade ports are not permitted.

12.6. Caravans, boats, trailers and the like parked on the Property must be parked in compliance with the provisions of the Conduct Rules.

## 13. VERANDAHS, BRAAI ROOMS/TERRACES

13.1. Covered Braai patios may not be larger than 30% of the dwelling floor area, excluding the garage, and are recommended to not to span more than



between 3,500m and 3,800m. The roof structure is to fall over its shortest area. Victorian profile corrugated steel roofing is to be used. Industrial IBR longspan steel roofing sheets are not permissible.

13.2. Formal room additions e.g. bedroom, family room, braai-room etc., are to be constructed under a pitched roof, of the same type as the main house. Small short portions of home additions, where pitched roofs are not possible, may be flat roofed. Where Industrial IBR longspan steel roofing sheets are incorporated into small short portions of flat roofs, these sheets are to be screened by parapet walling.

13.3. Stackable doors will be permitted as part of an alteration to a new or existing area and will require a written Major Works Approval from the HOA. On the grant of the approvals, the following will apply:

13.3.1. The installation of stackable doors in an area will not affect the primary ventilation of the area and or adjacent rooms. Should the installation of the doors affect the primary ventilation of the adjacent rooms, alternative windows must be installed. This ensures compliance with the building regulations.

13.3.2. Stackable door are not to have any window sections implanted into them.

13.3.3. The aluminium extrusions/frames and or ironmongery must match that of the existing aluminium extrusions/frames and or ironmongery in colour and profile of the dwelling as originally installed by Garden Cities.

13.3.4. The glass installed in the stackable doors will match the colour of glazing of the dwelling and will comply to the building regulations.

13.4. Prefabricated Aluminium awnings erected over patios are permissible

#### 14. AIRCONDITIONERS

- 14.1. The installation of air conditioners is permissible upon the issuance of a Minor Works approval from the HOA.
- 14.2. Air conditioners installed on the buildings of the Property must not be visible from a public road. Air conditioners installed facing onto a neighbour's property must be installed below the top-end of a vibacrete wall or the of a boundary wall adjoining the properties.
- 14.3. The air conditioner pipes must be neatly installed and concealed in conduit boxes. The conduit boxes must be either white coloured or painted the same colour as that of the building to which the air conditioner is affixed.

#### 15. SWIMMING POOLS, POOL HEATING AND ELECTRICITY SOLAR PANELS

- 15.1. The installation of swimming pools requires Major Works Approvals as prescribed in clause 6 above.
- 15.2. Pumps and filtration systems are to be indicated on the plan and are to be located a minimum of 1,5m from common boundaries so as not to cause a disturbance to neighbours.
- 15.3. Pool enclosures (safety fencing & self-closing – self-locking gates) must comply with National building regulations SABS 10400 and be of simple design to match the dwelling and not exceeding 1.2m in height.
- 15.4. Back washing must be discharged in accordance with the local authority/municipality's requirements.
- 15.5. The developer will not be held accountable for any underground services which may transverse the swimming pool situation.
- 15.6. The installation and use of solar electricity generating systems on the

Property is encouraged subject, however, to the issuance of a written Minor Works approval by the HOA.

## 16. ELECTIC FENCES

16.1. Electric fencing is permitted subject to the grant of a Minor Works approval by the HOA.

16.1.1. Copies of the consents of immediate surrounding neighbours must be delivered by the Homeowner to the HOA when making his application for the issuance of the Minor Works approval.

16.2. No electric fencing with more than 6 (six) lines is permitted.

## 17. GENERATORS

17.1. While generators are permitted, Homeowners are encouraged to rather install and make use of battery-operated inverters or solar energy systems.

17.2. In circumstances where generators are used by the Homeowner, such will only be permissible if the generator is enclosed and operated in a soundproof box/structure within a building such as, but not limited to, the garage.

## 18. SECURITY GATES, BURGALAR BARS AND CCTV

18.1. Burglar bars should be simple horizontal lines, without ornate detail.

18.2. Security gates are permissible but must be similar to the house garden gates.

18.3. External "basket type" steel burglar bars are not permitted

18.4. CCTV cameras and systems are permitted subject to the written consent of the immediate surrounding neighbours of the Property and the grant of a

Minor Works Approval by the HOA.

18.4.1. Copies of the consents of immediate surrounding neighbours must be delivered to the HOA by the Homeowner when making his application for the issuance of the Minor Works Approval.

18.5. CCTV cameras must be used solely for the purpose of the home security needs of the Homeowner and , in doing so, the Homeowners is responsible to take all reasonable steps not to infringe on the privacy of any of his neighbours.

18.6. CCTV cameras must be installed on the buildings in a neat and inconspicuous manner. No CCTV cameras on stand-alone poles and similar structures will be permitted.

## 19. SATELITE DISHES/ARIELS AND ANNTENAE

19.1. Satellite dishes must be obscured within the roof space or otherwise concealed where possible. Satellite Dishes are to be placed away from roads.

19.2. Aerials and antennae must not extend higher than 600mm above ridgeline and will be limited to one per erf.

19.3. Fire appliances: New free-standing fire appliances may be installed. The positioning of steel flues would be preferred on the far side of the roof ridge line, away from the roadway. They are to be properly maintained to prevent rust streaks staining the roof. The minimum and maximum height above the roof tile is to be 1 metre. If located on or close to the roof ridgeline, 600mm minimum & maximum above the same ridgeline.

## 20. PAINTING AND COLOURS

20.1. Painting of the Property is encouraged but is subject to the grant of a Minor

Works Approval of the HOA.

20.2. Painting of the buildings and boundary walls of the Property will only be permitted in the original colours used by the Developer or in the colours of the paint pallet in **schedule 1**.

20.3. The painting of the Property (including boundary walls and the like) must be undertaken with a result that the newly painted Property is similar to, is aesthetically pleasing and harmonious with the look and feel of the other properties within the Development.

20.4. Any deviation of this clause 20 will result in the HOA requiring the Homeowner, at his own cost, to repaint the offending buildings/structures on the Property in compliance with this clause and the imposition of penalties in terms of the Conduct Rules. Nothing herein will limit or prevent any homeowner and/or the HOA from proceeding with legal action to enforce compliance herewith.

## 21. MINOR WORKS APPROVAL

21.1. All works prescribed in this HIG that requires a Minor Works Approval will be deemed as minor works.

21.2. No minor works will be permitted to be undertaken by the Homeowner or permitted by the Homeowner without the grant of a Minor Works Approval from the HOA.

21.3. The Homeowner must apply for the Minor Works Approval in the following manner:

21.3.1. An application in the form of **Form "B"** must be completed, signed and delivered by the Homeowner to the HOA together with the relevant plans, consents and/or other supporting documents (as the case may be).

21.3.2. The Homeowner must make payment of the charges prescribed in Form "B". Confirmation of payment in the form of a bank proof of payment notice or similar proof of payment notice must be delivered to the HOA together with Form "B".

21.3.2.1. No application for a Minor Works Approval will be considered until the payments prescribed in Form "B" has been paid.

21.3.3. The HOA will within 7(seven) working days from the date of the delivery of the Homeowner's application, consider such application. In the event of the:

21.3.3.1. Minor Works Approval being granted, the HOA will endorse on Form "B" its approval, evidenced by the signature of the Chairperson or Secretary of the HOA and the stamp of the HOA;

21.3.3.2. Minor Works non-approvals, the HOA will give written notice thereof to the Homeowner stating the reasons for such non-approval.

21.3.3.3. The Minor Works Approval granted will be in respect of those minor works applied for.

21.4. In the event that the HOA does not grant the Minor Works Approval for the in terms of this clause 21, the Homeowner may, within a period of 21 (twenty one) days of the date of the notice of the Minor Works non-approvals appeal such decision to the HOAEC

21.5. The Homeowner must, in making his appeal, follow the appeals process as prescribed in clause 7 above.

21.6. The ruling of the HOAEC will be communicated in writing to the Homeowner ,the HOA and will be final and binding on all the parties.

21.7. The Homeowner must proceed with the minor works without delay , must complete such works not later than 2 (two) months from the date of the grant of the Minor Works Approval and with the least disruption to other homeowners. A failure to complete the minor works within the prescribed time will result in the Minor Works Approval being terminated and, in which case, the Homeowner will be obliged to apply for a new Minor Works Approval.

21.8. The Homeowner will ensure that proper and satisfactory measures are taken to adequately protect the common property, street verges and roads from damage, defacement, disfigurement or defilement and the Homeowner undertakes to restore any such common property, street verge and/or road to the same condition it was prior to the minor works being undertaken. The onus is on the Homeowner to report to the HOA, and to photographically capture, any existing damage to the common property, street verge and/or road prior to the commencement of any of the works. Where no existing damage is reported prior to the commencement of the minor works, the state of the surrounding area of the Homeowner will be deemed to be undamaged.

## 22. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and phrases will have the meanings assigned below :

22.1. **Building and/or Alteration works** means those works to be undertaken by the Homeowner to build any structure on or to add to or alter any structure on the Property and which works require the written Major Works Approvals by the HOA and Supervising Architect;

22.2. **HIG** means this building, landscaping and home improvements guide and regulations and any amendments thereto from time to time;

- 22.3. **HOA** means the Canal East Homeowners Association established in terms of the Constitution and managed by the appointed committee thereof;
- 22.4. **HOEC** means those committee members of the HOA that hold the office of Chairperson, Vice-Chairperson and Secretary from time to time;
- 22.5. **Property** means the erf registered in the name of the Homeowner;
- 22.6. **Garden** means that area of the Property behind a fence or a boundary wall or within the boundary lines (where no fence or boundary wall exists) of the Property;
- 22.7. **Road Reserve** means the area immediately in front of and/or along the side of and/ or immediately surrounding the Property and which is more commonly known as the “verge”;
- 22.8. **Homeowner** means the registered owner of the Property;
- 22.9. **Managing Agent** means the appointed administrative agent of the HOA from time to time;
- 22.10. **Major Works Approvals** means the written approval of the HOA and the Supervising Architect for those works, buildings and/or alterations prescribed in this HIG;
- 22.11. **Minor Works Approval** means the written approval of the HOA for those works prescribed in this HIG;
- 22.12. **Supervising Architect** means the appointed professional architect approved by the HOA from time to time;
- 22.13. **Constitution** means the HOA;



22.14. **Conduct Rules** means the approved rules regulating the conduct of Homeowners;

22.15. **Development** means the area within the broader Sunningdale development and designated as Canal East Sunningdale.

### 23. INTERPRETATION

23.1. Any reference to –

23.1.1. the singular includes the plural and *vice versa*;

23.1.2. natural persons include juristic persons and *vice versa*;

23.1.3. any one sex or gender includes the other sexes or genders, as the case may be;

23.2. “*including*” (or words of similar meaning) means to include without limitation, and if the expression is used with reference to specific examples the “*eiusdem generis*” rule will not apply, and “include” shall have a corresponding meaning;

23.3. “law” means any law of general application and includes the common law and any statute, constitution, decree, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and as amended or re-enacted from time to time;

23.4. “writing” (or words of similar meaning) means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act 25 of 2002, and “written” or “writing” will have a corresponding meaning; and

23.5. a Party includes a reference to that Party’s successors in title and assigns allowed at law.

- 23.6. The words “shall” and “will” and “must” used in the context of any obligation or restriction imposed on a Party have the same meaning.
- 23.7. The clause headings in this HIG have been inserted for convenience only and will not be considered in its interpretation.
- 23.8. Words and expressions defined in any sub-clause will, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 23.9. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect will be given to that provision as if it were a substantive clause in the body of the HIG, notwithstanding that it is only contained in the interpretation clause.
- 23.10. If any period is referred to in this HIG by way of a reference to a number of days or weeks or months or other intervals, the period will be reckoned exclusively of the 1<sup>st</sup> (first) day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a business day, in which case the last day will be the next succeeding business day.
- 23.11. If the due date for performance of any obligation in terms of this HIG is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation will be the immediately preceding business day.
- 23.12. This HIG will be governed, interpreted and enforced in accordance with the laws of the South Africa from time to time.
- 23.13. If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words then the words will apply

## Schedule 1



**APPLICATION FOR APPROVAL FOR MAJOR WORKS ( FORM "A" )**

Plans drawn by: \_\_\_\_\_ Date: \_\_\_\_\_

Description of works \_\_\_\_\_

Applicant Registered \_\_\_\_\_

Owner/s \_\_\_\_\_

Address \_\_\_\_\_ Erf  
No \_\_\_\_\_

Contact  
Details \_\_\_\_\_

Email \_\_\_\_\_

**TERMS AND CONDITIONS**

1. By the signature of this application, the homeowner/applicant acknowledges that he/she/they/it has read and understood the terms and conditions of the Canal East Homeowners Improvement Guide and the Conduct Rules and will abide by the terms thereof.
2. The homeowner/applicant will not be permitted to commence with any of the works forming the subject matter of this application without the written approval of the H.O.A and SA.
3. The homeowner/applicant (whether doing the works himself or by third party contractor(s)) will ensure that proper and satisfactory measures are taken to adequately protect the common property/ street verges and roads from damage, defacement, disfigurement or defilement and the homeowner/applicant hereby undertakes to restore any such property, street verge and/or road to the same condition it was prior to the works being undertaken. The onus is on the homeowner to report to the HOA, and to photographically capture, prior to the

commencement of any of the works. Where no existing damage is reported prior to the commencement of the works, the state of the surrounding area of the homeowner/applicant's property will be deemed to be undamaged.

4. Should the homeowner/applicant and/or any of his/her agents, suppliers and/or workers fail to comply with the Conduct Rules and Home Improvement Guide, the HOA may, among other steps it will be entitled to take, enforce compliance therewith including, but not limited to, a cease works order.
5. The Homeowner/applicant undertakes to complete the works forming the subject matter of this application not later than 12 months from date of the approval of this application. If not completed, the HOA and SA approvals will expire and all fees paid including the refundable deposit will be forfeited by the homeowner/applicant to the HOA. Thereafter a new approval application will be required to be submitted to the HOA and SA.

#### **SA SCRUTINEERING FEE**

The homeowner/ applicant will pay the SA a scrutineering fee of R 750.00 (VAT inclusive). Payment of this fee is to be deposited into the banking account of the SA, the details of which is as follows:

- Reg Whittaker Architect cc
- Bank: Standard Bank
- Branch: 050410
- Account number: 071 639 822
- Ref [*place your erf number and surname as the reference*]

Proof of payment must attached to this application and can, also, be e-mailed to: [info@inpg.co.za](mailto:info@inpg.co.za) and to [richard@regwhittakerarchitect.co.za](mailto:richard@regwhittakerarchitect.co.za)

#### **BUILDING DEPOSIT AND HOA FEE**

**The homeowner/applicant will pay the HOA:**

- **Refundable Building deposit of R2,500.00; and**
- **HOA clearance inspection fee of R500.00**

**Payment of the refundable deposit and the HOA clearance inspection fee is to be deposited into the banking account of the HOA, the details of which is as follows:**

- Canal East Home Owners Association
- Bank: ABSA
- Account number: 408 637 3421
- Ref [*place your erf number and surname as the reference*]

Proof of payment must attached to this application and can, also, be e-mailed to: [info@inpg.co.za](mailto:info@inpg.co.za) and to [richard@regwhittakerarchitect.co.za](mailto:richard@regwhittakerarchitect.co.za)

**SIGNED AT SUNNINGDALE ON THE .....DAY OF.....20.....**

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**FORM "B"**



**APPLICATION FOR APPROVAL FOR MINOR WORKS ( FORM "B" )**

Plans drawn by: \_\_\_\_\_ Date: \_\_\_\_\_

Description of works \_\_\_\_\_

Applicant Registered \_\_\_\_\_

Owner/s \_\_\_\_\_

Address \_\_\_\_\_ Erf  
No \_\_\_\_\_

Contact  
Details \_\_\_\_\_

Email \_\_\_\_\_

**TERMS AND CONDITIONS**

6. By the signature of this application, the homeowner/applicant acknowledges that he/she/they/it has read and understood the terms and conditions of the Canal East Homeowners Improvement Guide and the Conduct Rules and will abide by the terms thereof.
7. The homeowner/applicant will not be permitted to commence with any of the works forming the subject matter of this application without the written approval of the H.O.A.
8. The homeowner/applicant (whether doing the works himself or by third party contractor(s)) will ensure that proper and satisfactory measures are taken to adequately protect the common property/ street verges and roads from damage, defacement, disfigurement or defilement and the homeowner/applicant hereby undertakes to restore any such property, street verge and/or road to the same condition it was prior to the works being undertaken. The onus is on the HOA, and to photographically capture, prior to the commencement

of any of the works. Where no existing damage is reported prior to the commencement of the works, the state of the surrounding area of the homeowner/applicant's property will be deemed to be undamaged.

9. Should the homeowner/applicant and/or any of his/her agents, suppliers and/or workers fail to comply with the Conduct Rules and Home Improvement Guide, the HOA may, among other steps it will be entitled to take, enforce compliance therewith including, but not limited to, a cease works order.
  
10. The Homeowner/applicant undertakes to complete the works forming the subject matter of this application not later than 2 months from date of the approval of this application. If not completed, the HOA approval will expire. Thereafter a new approval application will be required to be submitted to the HOA.

### **HOA FEE**

**The homeowner/applicant will pay the HOA an application fee of R200.00.**

**Payment of the HOA fee is to be deposited into the banking account of the HOA, the details of which is as follows:**

- Canal East Home Owners Association
- Bank: ABSA
- Account number: 408 637 3421
- Ref [*place your erf number and surname as the reference*]

Proof of payment must attached to this application and can, also, be e-mailed to: [info@inpg.co.za](mailto:info@inpg.co.za) and to [admin@cehoa.co.za](mailto:admin@cehoa.co.za)

**SIGNED AT SUNNINGDALE ON THE .....DAY OF.....20.....**



