

# **THE HILLS HOMEOWNERS ASSOCIATION RF NPC**

## **Handbook for Residents and Conduct Rules**

*This document must be consulted prior to commencing with the design  
of any property improvements or building proposals.*

## **THE HILLS HOMEOWNERS ASSOCIATION (THE HILLS HOA)**

This handbook is issued by The Hills HOA to each registered homeowner. The first issue is free. Additional copies of this handbook may be obtained from the offices of The Hills HOA on payment of a fee.

**IT IS IMPORTANT FOR A BASIC UNDERSTANDING OF THE OPERATION OF THE ESTATE THAT EVERY HOMEOWNER IS THOROUGHLY FAMILIAR WITH ALL THE INFORMATION CONTAINED IN THIS HANDBOOK.**

The homeowner undertakes to comply with the contents of this schedule in its entirety.

## USEFUL TELEPHONE NUMBERS

Estate Management Association (Estate Manager, Levy, Accounts, etc.)	Trafalgar Property Management Tel : 011 214 5200
Aesthetics Committee (Plans for building, gardens, aesthetics, etc.)	Tel: 011 300 8700 Fax: 011 300 8790
Sales Office – Les Herman	Cell: 084 075 3270
Developer – Century Property Developments (Pty) Ltd	Tel: 011-300 8700 Fax: 086 616 0107

## SECURITY

Estate Security Main Control Room	Tel: To be provided
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**All matters concerning security must be directed through this number**

Security control will deal with emergencies, visitor's access, notification of pending visitors and/or service/repair providers, after-hours breakdowns. If necessary, residents will be able to be put through to the gate.

Protection Services (NLC – Fire, Ambulance & Police)	Tel: To be provided
SA Police	Tel: To be provided
Flying Squad	Tel: To be provided
Water & Sewer	Tel: To be provided
Electricity	Tel: To be provided
Waste Management	Tel: To be provided

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## 1. DEFINITIONS

For purpose of this policy and in regard to use of common area facilities, the following definitions shall apply:

- **“accompanied guest”** –means a guest in the company of a homeowner;
- **“aesthetics committee”** – means the aesthetics committee solely appointed by the developer and which shall have such powers and functions as may be assigned to it by the developer, and after the development period, by the company;
- **“alienate”** - means the alienation of any erf / stand / unit or part thereof whether by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order or insolvency, change in shareholding of a company or membership in a close corporation or the beneficial interest in a trust, irrespective of whether such alienation is subject to a suspensive or resolutive condition, and alienate shall have a corresponding meaning;
- **“The Hills HOA”** – means The Hills Homeowners Association RF NPC;
- **“common facilities”** – means all facilities which form part of the estate and which are intended for the shared use of all homeowners (and their invitees) in the estate which may include all or any of a clubhouse, gymnasium and/or fitness center (whichever is applicable) including such additional facilities as the developer may determine from time to time and includes the common property, but excluding any area earmarked for development by the developer;
- **“common property”** – means jointly those stands or units and other areas forming part of the estate comprising of *inter alia* road servitudes, parks and the like (whichever is applicable), all of which are intended for the shared use of all homeowners including their invitees;
- **“council”** – means the City of Tshwane Metropolitan Municipality and including its successors in title;
- **“developer”** – means Century Property Developments Proprietary Limited; Registration Number: 2002/023633/07, or any other subsidiary or related person (as herein defined), being the owner of the Properties which forms the substratum of the Estate (as the case may be), and includes its successors in title or assigns;
- **“development area”** means the land comprising Portion 72 (a portion of portion 1) and Portion 73 (a portion of portion 1) of the farm Rietfontein 375, Registration Division JR, Gauteng and such adjoining land as may be acquired by the Developer for the purposes of incorporating it into the Townships, which shall deem to include the Development;
- **“development period”** – means the earlier of:
  - the period until all Erven and Units in the Estate have been transferred from the Developer to new registered Homeowners;
  - until such time as the Developer notifies the Company that the Development Period has come to an end, whichever occurs first;
  - a period restricted to 15 (fifteen) years commencing on the date on which this Memorandum is registered by the Companies and Intellectual Property Commission (CIPC);
- **“directors”** – means a Member of the Board of the Company, as contemplated in Section 66, or an alternate director of the Company and includes any Person occupying the position of a director or alternate director, by whatever named designated, which shall deem to include Developer Directors and Member Directors;
- **“employee”** – means domestic staff, gardeners and nannies, excluding contractors and construction workers;
- **“erf”** – means any erf, portion or subdivision of the development area and includes all improvements thereon, which shall deem to include a stand and “erven” shall have a corresponding meaning;
- **“estate”** – means the development area as may be phased or subdivided from time to time;
- **“homeowner”** – means an owner of an erf or unit which has been registered by the Registrar of Deeds in accordance with the provisions of the Deeds Registries Act, 47 of 1937, as amended;
- **“manager”** – means the person appointed by the Developer or The Hills HOA (as the case may be), from time to time, to undertake the management of the estate;
- **“management”** – means for purposes hereof, the manager, or a member of the board of directors, chair of a committee or the managing agent;
- **“member”** – means a member of The Hills HOA;
- **“memorandum”** – means the memorandum of incorporation of The Hills HOA;
- **“office”** – means the registered office of The Hills HOA;
- **“person”** – means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;

- **“residential guest”** – means a guest, tenant or house sitter who resides in a homeowner’s residence;
- **“rules”** – means the rules of The Hills HOA;
- **“sale”** – means the sale of a stand or unit in the estate;
- **“services”** – means the supply of water, sewerage, refuse removal, electricity, telecommunications, television cables, security, maintenance of common property, garden maintenance and such other utilities and services as are provided by the company or any other supplier of services to the estate, from time to time;
- **“the act”** – means the Companies Act, No 71 of 2008, as amended from time to time;
- **“the manual”** – means the architectural and landscaping guidelines according to which all development of and/or improvements to erven or units located in the estate, will be undertaken, which shall be subject to the prior approval of the aesthetics committee;
- **“the property”** means all the erven and units in the estate which shall inter alia include:
  - The Hills Extension 3;
  - The Hills Extension 4;
  - The Hills Extension 6;
  - Remaining Extent of Portion 1077 of the farm Rietfontein 375, Registration Division JR, Gauteng; and
  - Including any other Township or property which the developer wishes to incorporate under the Memorandum; and
- **“unit”** – means a residential unit (whether free standing and/or high density) registerable in accordance with the provisions of the Sectional Titles Act, 95 of 1986, as amended and units shall have a corresponding meaning.

## 2. INTRODUCTION

Welcome to one of the most exclusive residential estates in South Africa where privacy, comfort and security are of paramount importance.

The intention of this development is to take into consideration the impacts of local context, climate, lifestyle and environmentally sensitive design. These may range from items such as security and aesthetics, to orientation, use of materials, construction skills and energy saving designs and devices.

With this in mind we have an opportunity to create an iconic estate with a uniquely South African architecture, in harmony with the environment, embracing natural materials in their true form.

In order to formulate these concepts into a development and design framework, we propose that certain restrictions be placed on the designs in terms of style. It is intended that these guidelines will allow for a fairly broad range of personal choice in the external appearance of the individual houses, while ensuring that the residential homes are environmentally sensitive, reducing the overall carbon footprint of the estate.

The overall character of the development will still be identifiable through the use of certain unifying external elements such as chimneys, boundary walls, roof coverings, external wall finishes, colours, etc. The nature of the landscaping will also contribute meaningfully to this objective, thereby ensuring long term property values for homeowners.

The primary function of these guidelines are to ensure that the value of the estate and the houses therein is preserved and enhanced while still allowing individual homeowners to express their personal needs and preferences within the overall aesthetic framework.

An aesthetics committee will be established to ensure that the integrity of these development ideals is maintained and that the rules and guidelines for the development are strictly adhered to.

Prior to submitting plans to the council, all homeowners will be required to submit building plans to the aesthetics committee for approval. In addition, any superficial alterations, not normally requiring municipal approval, to any building or property including landscaping, fencing and/ or screening, will require the approval of the aesthetics committee.

When designing their houses, or any other structures on their erf (or in respect of a unit), homeowners are required to make use of a registered, practicing architect and may not use any technician, draughts person, design or drafting bureau for the design of their house.

In terms of new government legislation, homeowners are also required to employ the architect for the full architectural service which includes full site supervision. A list of preferred architects and builders will also be made available. This will ensure a professional product that is both in keeping with the aesthetic guidelines of the estate, and of the highest standard.

Century Property Developments (Pty) Ltd's in-house architects have been appointed as review architects and as such act as an "aesthetic watchdog". The review architects should always take a global view of what is most beneficial to the estate, whilst balancing the individual requirements of homeowners.

Apart from those items specifically excluded, all submissions will be treated on merit and discussion entered into.

### **3. THE DEVELOPER**

Century Property Developments (Pty) Ltd is the proud developer of The Hills. The development company is entirely responsible for the design, infrastructural development (roads, perimeter wall, services, etc.) and the disposing of stands and units in the estate. In developing The Hills, the developer's objective is to create:

- A lifestyle and environment of enduring quality and excellence;
- A development that not only sets new benchmarks in the industry but one which investors would always aspire to be a part of; and
- A development with environmentally sensitive designs with a lower than average carbon footprint.

Through their on-site project management office, the developer administers the approved guidelines for buildings and gardens, and they appoint and control panels of selected contractors (building and landscaping) and architects deemed suitable to work on the estate.

Assistance on all aspects of design, building, choice of materials, etc., is on offer. It should be noted that homeowners agree to abide by the Handbook for Residents, Conduct Rules and Architectural and Landscaping Guidelines when they sign their purchase documents.

### **4. THE RESIDENTIAL ESTATE**

#### **4.1 General**

The Hills is destined to be amongst the finest residential estates in the country. The estate is served by common properties consisting of open areas, dams, ponds, water features, community facilities, roads and infrastructural services.

The development is enclosed by *inter alia* a solid security wall and fence, with access through a controlled guarded gate(s). This residential estate will be run by an elected The Hills HOA board.

#### **4.2 General Style & Ambience**

In order to ensure compliance with the general nature and amenity of the estate, some form of pattern and order based on the overall plan, must be observed in order to maintain the desired style and ambience of the flagship estate. This is detailed more specifically in the Architectural & Landscaping Guidelines.

### **5. COUNCIL (Local Authority)**

City of Tshwane Metropolitan Municipality

The council for the Greater Pretoria Metropolitan Area comprises elected members as well as members nominated by the local councils. City of Tshwane Metropolitan Municipality is responsible in our area for the provision of water and supplies (infrastructure and commodities). As a homeowner on the estate you contract with and pay directly to City of Tshwane Metropolitan Municipality for your consumption of municipal water and rates. Your electricity consumption will be payable to City of Tshwane Metropolitan Municipality, The Hills HOA or the developer, depending on the metering system to be used. Breakdowns in water and electricity supplies are reportable directly to the relevant person.

Should a local rate payers association be formed, it will be supported by The Hills HOA and as a homeowner you are automatically a member.

Water

Water will be provided by the City of Tshwane Metropolitan Municipality. Water may however be obtained from boreholes provided the homeowner has obtained the necessary prior written consent from the authorities and The Hills HOA.

## 6. THE MANAGEMENT ASSOCIATION

The Hills HOA may have a management association and the function of which shall be determined by The Hills HOA board.

### 6.1 Your HOA

The Hills HOA is an association of all homeowners to which is assigned the job of managing and running the estate to the benefit of all. It is your association.

It is a legally registered association not having a share capital (i.e., it is a non-profit company) and it therefore does not pay dividends and does not distribute assets to its members.

The Hills HOA and its operation is legally bound by its registered memorandum (its "constitution"), which lays down all definitions, procedures and regulations. The memorandum is included as an annexure to this document.

### 6.2 Membership

Upon registration of a stand or unit in the name of the homeowner, obligatory membership of The Hills HOA is obtained, which in turn offers one voting right per stand or unit thus owned, subject however to the provisions contained in the memorandum. Multiple ownerships (joint ownerships, trusts, close corporations, etc.) are required to nominate only one party as the member. Homeowners may not resign their memberships.

### 6.3 Management of The Hills HOA

The Hills HOA is run by its own members. Being a registered company, the directors are elected by the members at the annual general meeting. It is your HOA.

The laid down business of The Hills HOA, through the board of directors, is to:

- control, manage and administer the estate and to maintain the common property.

In furtherance of this the board of directors may:

- hire, contract or assign officials or firms to carry out services;
- raise funds to accomplish their duties by way of levies;
- appoint individuals or committees as required for advice and assistance; and
- make rules to regulate the conduct of members to the benefit of all and impose financial penalties for non-compliance.

The board's aim is to establish, nurture and maintain a culture of a co-operative, happy and unique quality lifestyle on the estate, all the while properly and efficiently running the day-to-day functions and maintaining and improving the value of the property as a whole.

To support these objectives, the board appoints committees, normally with residents as members, to facilitate on matters regarding the running of the estate and to receive and recommend on suggestions, requests or any potential or perceived problems. The board, as such, sets the policy, and it appoints staff to carry out that policy and to physically perform the day-to-day running of the estate.



## 6.4 Levies

### 6.4.1 The Budget

Funds required to run and operate the complete estate are estimated in advance for each year. The budget consists of all items of expenditure likely to be incurred in the control, management, administration, use and enjoyment of the estate in general and in particular of its common property. Estimated income for the year is deducted from the overall expenditure, resulting in a net budget, i.e., the levy.

### 6.4.2 Payment

Levies are invoiced in twelve monthly installments and **payment is due in advance** by the 1<sup>st</sup> day of the month as stipulated in the memorandum. Your board does however allow a period of grace for the receipt of full payment until the 7<sup>th</sup> day of the month.

Because all levy monies are required timeously in order to meet obligations, the late receipt of payments is detrimental to the financial interests of The Hills HOA's members - the homeowners - you. Therefore, late payment of levies is surcharged with interest at prime overdraft rate plus 3%, as stipulated in the memorandum, as well as a late payment charge of R500,00 per amount over 30 days. When homeowners are going away they should arrange for the advance payment of levies to meet the due dates. Full details of requirements for payment of levies are covered under the rules.

Non-payment of the invoiced levy amount and any deductions therefrom may not, under any circumstance, be made by members to offset so-called or perceived partial or non-provision of services. The only people who suffer if the payments of levies are late or reduced, are the rest of the levy-payers, i.e., all the other homeowners/residents – you.

**Homeowners shall ensure that levies are paid by debit order.** This can be arranged via The Hills HOA's office and members are assured that the amount of the order is fully under the control of The Hills HOA and not the banks.

### 6.4.3 Reserves

In all residential community developments there is the ongoing requirement for maintenance and renewal as it becomes necessary, of common property (security fence, gatehouse, dams, community facilities, etc.) and of general utilities (roads, storm water drainage, etc.).

The reserve fund is included in the levy to cover these future planned maintenance items and renewals expenditure. This is all based on a planned schedule covering up to ten years or more.

## 7. SERVICES/FACILITIES

### 7.1 General

Utility services are provided in good faith and in the belief that they will be adequate. Every effort is made by the different authorities and departments to provide their services on a continuous non-stop basis. However, as with any house in any suburb of any town in the country, no guarantee is nor can be given that all services will operate fully throughout every 24 hours year in and year out. Outages do occur and such temporary inconveniences do not empower members to reduce required payments to the council nor to reduce levies to The Hills HOA.

### 7.2 Water & Electricity

Outages should be reported to the City of Tshwane Metropolitan Municipality or The Hills HOA (as the case may be).

### 7.3 Refuse

The Hills HOA will review the waste management practices and objectives for the estate on at least an annual basis. It may become necessary to upgrade or change services from time to time to take advantage of newer technologies or implement better practices.

## 7.4 Security

The provisions relating to the gatehouse being manned on a 24 (twenty four) hour basis as disclosed herein, shall only be applicable as and when the developer in conjunction with The Hills HOA provides same.

The aforesaid provisions relating thereto shall thus remain subject to the following:

The developer has provided security infrastructure and arrangements, namely a partial security wall, controlled and guarded access gate. These arrangements may be modified or added to by The Hills HOA in conjunction with the developer as contemplated herein above.

It must be remembered that there are many persons, other than residents who, of necessity, have to be on the estate - gardening workers, building contractors' staff, delivery people, repair servicemen and others. It is therefore obvious that security consciousness should still be maintained at all times.

Security is a shared responsibility and starts at home. This is your estate. If you wish security to be maintained to the highest level possible, then the co-operation of every resident is absolutely essential via strict individual compliance with requirements and via sensible awareness at all times. Members must report to security any suspicious or unlawful occurrence immediately it is seen or suspected.

For security measures concerning domestic staff see paragraph 7.5. Members/residents are strongly discouraged from employing unknown casuals, gardeners and/or other categories of casual workers in the estate, but should they occasionally be required they must be recorded in and out at security, given a numbered temporary card and escorted by the homeowner from and to the gate. The site security management team should also be approached to assist in having persons screened prior to their employment.

When homeowners are away from their homes for more than 48 hours, as an added precaution they should notify security of the departure and return dates so that their property may be put under surveillance.

The security supervisor should be advised in advance whenever possible of the pending arrival of visitors to a particular member/resident including vehicle registration numbers if known, especially if a function is to be held. Visitors to the estate will be required to sign in at the gate of entry. Where visitors arrive unannounced, the guard is under instruction to telephone the resident being visited in order to seek permission to allow the visitors access to the estate. In the event of members/residents not being connected to this system or if no contact can be made, visitors will, of necessity, have to be declined entrance to the estate.

No resident will be allowed to have a "night watchman" on the premises before, during or after building has been completed. A resident may make use of an accredited security company, as approved by The Hills HOA to post a security officer on the premises at the homeowner's expense.

Security is of paramount importance in the lives of residents. Hence The Hills HOA goes to great lengths to ensure maximum possible protection on the estate. Every time security protocol is not followed and regulations broken, it makes it easier for criminals and others to do the same.

It is acknowledged that the perimeter fence is not yet complete, and that there may be delays in the completion thereof pending the completion of other aspects of the development. The member/resident will have no recourse against either the developer or The Hills HOA and shall take the necessary precautions to ensure the security of his/her home.

The gatehouse will be manned 24 hours per day and the estate will be regularly patrolled by security guards. The security company will be appointed by the developer in consultation with The Hills HOA.

Security personnel have a difficult and unenviable task. Everyone's support and co-operation is expected. Members/residents should display a positive and supportive attitude towards the security staff whose loyalty and attitude toward the people they are employed to protect, will in turn be enhanced.

Every member/resident must also request visitors to adhere to the security protocol and treat security personnel in a co-operative and courteous manner.

Access cards for members/residents must be purchased from The Hills HOA. An application form obtainable at the gatehouse is to be completed and cards will be issued after the required payment is received. Strict control over the cards must be maintained to prevent their misuse and under no circumstances should cards be issued to casual visitors. It is the responsibility of residents to ensure that all lost cards are reported immediately. Access cards are not transferable unless under special circumstances and only once written request and permission is granted.

Every member/resident must also ensure that contractors, domestic staff and others in his casual employ adhere specifically to the security stipulations contained in the builder's code of conduct and the community participation manual. Anyone not adhering to the security regulations will be denied access to the estate.

Domestic staff, gardeners and others must enter in accordance with the designated security provisions in force at the times of entry.

Contractors, sub-contractors, deliveries and service personnel must enter through the service entrance of the estate (if and where applicable).

All or any attempted burglaries, any boundary wall or fence climbing and indeed any act of a suspicious nature must be reported immediately to the manager, security supervisor or the security director.

Every erf must have the correct erf number displayed so as to be visible from the road by day and night. This is a strict requirement of The Hills HOA who can and will enforce same. Also, it facilitates the speed with which security reaction staff responds to alarm calls (the provisions hereof shall also be applicable to units).

The Hills HOA directors strongly recommend that all members/residents as a further security measure install an alarm system and/or panic button as soon as possible after completing or taking occupation of their homes or units.

Although residing in the estate is, relatively speaking, more secure than suburbs without security infrastructure, we should not offset this advantage by being lax about security measures as they affect our homes (including units) and living environment.

#### 7.5 Domestic Workers

Every domestic worker prior to being engaged to work in the estate, must be registered by the homeowner with security via The Hills HOA's office and issued with a proximity disc for access and with an identity card. When a domestic employee is discharged the homeowner must immediately inform The Hills HOA's office to allow cancellation of the access disc card.

#### 7.6 Garden Maintenance

Maintenance of residential gardens will be carried out throughout the estate by each owner at their cost, however subject to The Hills HOA's jurisdiction.

#### 7.7 Clubhouse

The developer reserves the right to develop a clubhouse within the estate. The management of the facility will be the responsibility of the developer until it decides to transfer the clubhouse to The Hills HOA and in which event The Hills HOA will attend to the management thereof.

#### 7.8 Amenities and Recreational Facilities

The main gate house, sales office, sports and communal facilities (whichever is applicable) as well as any future facilities will be managed, furnished and equipped by an independent operator to be appointed by the developer. All facilities will be available to residents and their guests at fees to be determined by the operator. No rent, levies and/or any other payment of whatever nature will be payable to The Hills HOA for tenants, sales offices, health centre, display areas, etc. located in the main gatehouse and operated by the developer (or its duly appointed representative or nominee). In addition thereto, the developer shall be entitled to exclusively utilize the sales office (including the

ablation facilities) in perpetuity, at no cost whatsoever to the developer. The provisions hereof shall mutatis mutandis be applicable to any other gatehouse which forms part of the development/estate.

## 7.9 Administration

Levies become due from the date of registration of a stand or unit in the estate, and are payable monthly in advance on the first day of each and every month.

Clearance certificates issued by The Hills HOA will not be issued in order to affect a transfer of a stand or unit until such time as the seller's levies including all monies and interest owing together with three months advance levies are fully paid up (subject however to the provisions contained in the memorandum).

Purchasers of homes/erven/units owned by close corporations and companies should exercise caution in taking transfer of members interests or shares as any arrear levies will become the responsibility of the new members/shareholders and the undermentioned rules and regulations will then apply to the new members/shareholders (the provisions hereof shall mutatis mutandis be applicable to all other entities, including inter vivos trusts).

## 8. CONDUCT RULES

### 8.1 General Rules & Regulations

8.1.1 The purpose of these rules is to promote and protect the homeowner's rights to fully enjoy the benefits of the recreational amenities of the estate. A clear understanding and observance of these rules is essential to the well being of the residents and smooth operation of the facilities and recreation areas of the estate.

8.1.2 In respect of the interpretation of these rules, the decision of the board of directors is final and binding.

8.1.3 Homeowners are reminded that it is their responsibility to ensure that all of their invitees, guests, family members and employees comply with all the rules.

8.1.4 Heavy deliveries (being vehicles having a gross weight in the excess of 10 tons) are not permitted without the prior written consent of the board for the time being of The Hills HOA being obtained.

8.1.5 Motorised vehicles, including golf carts, shall be driven on the estate's roads only by persons who hold a valid current driver's license which permits them to drive the vehicle in question.

8.1.6 A maximum speed limit within the estate is 30 km per hour.

8.1.7 Animals, birds and wild life shall have right of way at all times within the estate and vehicles shall be brought to a stop whenever necessary.

8.1.8 No helicopters or any means of aerial conveyance may be landed at any place on the estate without the prior written consent of the board for the time being of The Hills HOA being obtained.

8.1.9 No vehicle may at any time block the thoroughfare of other vehicles on any road.

8.1.10 The Hills HOA shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the stands, units and common property, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees.

8.1.11 No person shall do anything that detrimentally affects the amenities, flora or fauna of the estate, or unreasonably interfere with the use and enjoyment of the common property by other members (including the invitees and/or guests).

8.1.12 No camping and/or picnicking shall be permitted, except at any place set aside for the said purpose and designed as such by The Hills HOA.

8.1.13 Subject to any applicable environmental- or planning law or regulation made in terms of such laws (including the master development plan), The Hills HOA shall be entitled to prohibit access to any part

of the open space in order to preserve the natural flora and fauna, and no person shall enter such area without the prior written consent of The Hills HOA being obtained.

- 8.1.14 The driving of motorized vehicles on common property is confined only to roads and driveways.
- 8.1.15 Hunting, the trapping of birds (and animals) and the setting of snares are specifically prohibited.
- 8.1.16 No person shall launch any boat or craft of any description, powered by a motor or otherwise, on any dam on the estate.
- 8.1.17 No watersports are permitted on any of the dams on the estate and no person shall enter any dam without The Hills HOA's prior written consent being obtained.
- 8.1.18 No fishing is permitted on the estate without the prior written consent of The Hills HOA being obtained, and subject to the terms and conditions imposed if such consent is granted.
- 8.1.19 No garments, household linen or washing of any nature may be hung out or place anywhere to dry except in a drying yard or such other area designated for such purpose. Washing lines, twirly dries and the like, must be below the level of the yard walls.
- 8.1.20 Burglar alarms must comply with any regulations which The Hills HOA may institute from time to time.
- 8.1.21 No parking is allowed on sidewalks or in no parking zones, with the only exception being when the property homeowner is hosting a social event with a large number of guests, provided that no foliage is damaged when parking on the sidewalk.
- 8.1.22 Each homeowner will maintain their erven or units in a clean and tidy condition to the satisfaction of The Hills HOA.
- 8.1.23 None of the landscaping elements on the sidewalks may be removed or altered without the permission of The Hills HOA. Damage to the curbside, traffic signs, lampposts and other road markings must be for the account of the offender, or the legal guardians of minors, or the principals of contractors. Payments of such repairs will be levied against the monthly levy account and payable to The Hills HOA.
- 8.1.24 Every homeowner has a responsibility to the estate community as a whole to maintain the area between the road curb and the boundary of his property, commonly referred to as the sidewalk. On occupation, the new homeowner has 2 months to clear, level and establish a permanent sidewalk with indigenous landscaping and paving as per the approved plan or as may be determined by the developer.
- 8.1.25 Planting should not interfere with pedestrian traffic or obscure the vision of motorists. Should trees be planted on the sidewalk, homeowners must liaise with The Hills HOA to prevent trees being planted on top of sewer and water main lines.
- 8.1.26 In the event of non-compliance, The Hills HOA will establish the sidewalk as per the estate rules and guidelines, and the cost will be deducted from the homeowner's building deposit (the homeowner will be given 1 week's prior notice), alternatively be levied against the homeowner's monthly levy account.
- 8.1.27 It is understood that each homeowner will be responsible (financially and otherwise) for the conduct of his/her/its visitors and workers on his/her/its property at all times.
- 8.1.28 Domestic animals shall be limited to 2 (two) dogs and 2 (two) cats per stand or unit which must wear a collar with a tag indicating the name, telephone number and address of its owner. Dogs must be kept in a suitable enclosure to prevent the dogs from straying off the member's property. Stray pets will be apprehended and handed to the local SPCA. Pets must be on a leash at all times in the common areas and must under no circumstances be allowed to swim in the dams. Owners of pets must ensure that cyclists, walkers, joggers, pedestrians, wild game, as well as other pets are not attacked or harassed and that no nuisance or disturbance is caused to fellow residents at any time of the day or night. Pit Bull Terriers are specifically excluded. Should any domestic animal prove to be a continual nuisance to other members/residents, The Hills HOA may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, The Hills HOA may impose penalties or procure its removal from the estate and recover any costs from the member concerned without

prejudice to its rights to recover any penalty thus imposed and as contemplated herein. It is furthermore recorded that no outside aviaries are permitted on the estate. Notwithstanding the aforesaid, a member of a stand or unit situated in the township known as The Hills Extension 6 will have to obtain special consent from The Hills HOA for any domestic animals (including dogs and cats) which he/she/it wishes to keep on the said stand or unit.

- 8.1.29 The board of directors shall have the right to prohibit, restrict and control the keeping or removal of any pet which they regard as dangerous or a nuisance to other residents of the estate.
- 8.1.30 No refuse may be dumped on the street unless on those days scheduled for removal by the service provider. All refuse must be stored in a closed bin to avoid the proliferation of flies.
- 8.1.31 All yards and washing lines to be adequately screened from the street, trim park and neighbours (walls of 2.1m in height will be used for screening).
- 8.1.32 The setting off of fireworks is prohibited in the estate.
- 8.1.33 The use of firearms for recreational purposes other than self-defense or emergencies will be met with criminal charges. In addition thereto, the perpetrator will be fined a minimum of R10 000,00 (the quantum of which may be increased by the directors from time to time). Non-payment may result in legal action to obtain eviction orders.
- 8.1.34 The use of petrol lawnmowers is prohibited on:
  - 8.1.34.1 Saturdays before 7:00 and after 16:00;
  - 8.1.34.2 Sundays; and
  - 8.1.34.3 public holidays.
- 8.1.35 No quad bikes or motorbikes are to be ridden on the walking trails, parks and bridle paths or within the estate (whichever is applicable) except when traveling between the homeowner's stand or unit and the main gate for purposes of entering and exiting the estate.
- 8.1.36 No slaughtering of animals, whether for religious, sacrificial or any other purposes is permitted on the property or in the estate.
- 8.1.37 No private cemeteries are permitted.
- 8.1.38 No sign boards of any nature are to be displayed on any part of an erf or unit, except the stand / unit number with the owner's personal details.

## 8.2 Recreation

Use of the estate amenities and recreational facilities is at the sole risk of the user. Access to the estate's amenities and roadways including any future facilities will be limited to homeowners, their families, guests and approved users over the age of 14 (fourteen) years. Children under the age of 14 (fourteen) years must be accompanied by an adult.

The approved users and the responsible homeowner must be current on The Hills HOA, levy payments and any other applicable fees. They must also comply with the following rules:

- The responsible homeowner must register his/her/its guests, tenants, residential homeowners and employees with the estate manager; and
- These tenants, employees and residential homeowners must sign a waiver and acknowledgement of receipt of a copy of the common area & recreational facilities rules & guidelines which will be kept on file with the estate manager.

Miscellaneous provisions:

- Discharging of firearms, fireworks or open fires are prohibited;
- Smoking is not permitted inside the recreation building (if applicable);
- Pets are not allowed in any common area building or surrounding cemented areas;
- Dogs must be kept on a leash at all times, please pick up after your dog;



- Roller skating, roller blading, skateboarding or bicycle riding is not permitted on any of the cemented walkways of the common area buildings (consent may however be granted by The Hills HOA); and
- The use of the common area buildings by unsupervised minors is prohibited.

### 8.3 Disclaimer of Responsibility

In accordance with the memorandum, The Hills HOA shall not be liable for injury to any person, occurring or suffered, upon the estate regardless of the cause thereof, nor shall The Hills HOA be responsible for any theft of property occurring on the estate nor for any damage to or loss of any property to whomsoever it may belong. Homeowners shall not have any claim or right of action against The Hills HOA for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them. The homeowner indemnifies The Hills HOA against all claims in line with the above.

### 8.4 Selling/Renting

8.4.1 In the event of any member (including his/her/its successors in title) intending at any time to market, sell, alienate or in any manner whatsoever dispose of his/her/its stand or unit (including without limitation a disposal of shares, member's interest or beneficial interest in a trust), the member shall only employ or appoint an estate agent ("the designated estate agent") approved by the developer, its successors in title or assigns (during the development period) and thereafter the company, which employment or appointment shall be subject to the following terms and conditions:

8.4.1.1 The developer, its successors in title or assigns (during the development period) and thereafter the company, shall from time to time publish a panel ("the panel") reflecting the designated estate agents approved by the developer or the company as contemplated herein; and

8.4.1.2 The designated estate agent shall ensure that all the provisions contained in the memorandum read in conjunction with the conduct rules are at all material times complied with.

8.4.2 The members are aware that the development and estate as contemplated herein constitutes a phased development and subsequently irrevocably grants the developer the exclusive and unfettered right to extent the development and include such additional phases into the security parameter at its discretion, the owners of which will subsequently become members of The Hills HOA. The developer is thus irrevocably authorized to effect such amendments to the memorandum of The Hills HOA in order to allow the incorporation of such phases and homeowners of the properties therein, as members of The Hills HOA.

8.4.3 The members irrevocably undertake not to object to any rezoning or new township establishment undertaken by the developer, its nominee or successors in title within a 10km radius of the estate.

8.4.4 The provisions of the articles, including the rules, may not be amended by way of special resolution or otherwise without the prior written consent of the developer, its duly nominee or successors in title.

8.4.5 As contemplated herein, the members irrevocably grant the developer the right to:

8.4.5.1 extend its proposed development;

8.4.5.2 incorporate such new developments with the ambit of the memorandum even though it falls beyond the boundary of the development;

8.4.5.3 effect amendments to the memorandum to accommodate and incorporate the new members as contemplated in 8.4.5.1 and 8.4.5.2.

8.4.6 The said members furthermore authorize the developer irrevocably to do whatsoever may be necessary to give effect to the provisions of 8.4.5 and hereby ratifying same.

### 8.5 Queries/Suggestions/Complaints

Homeowners should feel free at all times, through the board of directors, to make suggestions or raise any queries regarding anything to do with the estate. The board of directors is always willing to assist

with reasonable enquires. Requests will be dealt with as expeditiously as possible or, where necessary, referred to higher authority. In the first instance, all complaints should be directed in writing to the board of directors, whereafter appropriate action will be taken or the problem suitably explained. In circumstances regarding perceived fears or insecurities, an interview may be requested with the board of directors. Your board of directors encourages the bringing out into the open of any problems rather than homeowners seeking private opinion or advice from possibly uninformed residents.

## 8.6 Your HOA

You, as a homeowner, together with all the other homeowners (including the developer), comprise the only membership of The Hills HOA - it is your HOA. At the end of the day, therefore, The Hills HOA will do what YOU require, provided the majority of homeowners agree in principle and all agree to pay. The members of staff of The Hills HOA are dedicated to their jobs in serving YOU. They are YOUR employees and they require your friendly co-operation in order to succeed. Your respect for them at all times will always be in the best interests of the estate as a whole. Then, finally, please bear in mind that:

- The developer determines and designs, develops, sets and controls the theme and sells the estate;
- The estate management company appointed by The Hills HOA controls, manages and administers the day-to-day running of the residential estate as well as the landscaped areas, common area buildings and amenities administratively and financially;
- The homeowner shall only employ or appoint an estate agent approved by the developer, its successors in title or assigns, to conduct all re-sales; and
- The developer shall nominate the service providers for waste management, broad band IT, telephone services and security services (if and where applicable).

## 8.7 Pre-Construction Phase

8.7.1 Each Member undertakes to commence ("break ground") with the development of his/her/its Stand or Unit within 18 (eighteen) months from the date on which the clubhouse is completed (which shall deem to have been achieved upon the Council issuing an occupational certificate) by the Developer or the date of transfer of the Stand or Unit (if applicable) into his/her/its name (whichever occurs last) and complete same within 12 (twelve) months thereafter. If the purchaser resells the Stand or Unit within the aforesaid period, the said period will not be extended and this rule 8.7.1 will still apply with the 18 (eighteen) month period running from the date on which the clubhouse is completed by the Developer or the date of the first transfer from the Developer (whichever occurs last). Should a Member fail to commence with the Development of his/her/its Stand or Unit within the aforesaid 18 (eighteen) month period or complete same within 12 (twelve) months thereafter, the Developer (or its Authorised Representative) shall be entitled to charge a penalty levy to the purchaser/owner amounting to R2 000,00 (Two Thousand Rand) (the quantum of which may be varied by the Directors from time to time) per month until such time as the construction has been completed and an occupational certificate is issued by the relevant authorities and the Aesthetics Committee, which shall be paid to and accrue in favour of the Developer. The construction and completion periods of respectively 18 (eighteen) months and 12 (twelve) months as contemplated herein, may however be extended by the Board at their sole discretion should a Member disclose extenuating circumstances.

8.7.2 All existing trees not interfering with proposed structures must be protected during construction. If existing trees are damaged, The Hills HOA will impose fines of up to R5 000,00 (Five Thousand Rand) per tree (the quantum of which may be increased by the directors from time to time). Trees may only be removed with the written consent of The Hills HOA. Please consult the Architectural and Landscaping Guidelines for more information in this regard.

8.7.3 The contractor will provide The Hills HOA's security control with the names of all the workers of the main contractor and sub-contractors to be employed with each construction project. This list must be updated on a monthly basis. All employees must be registered and issued with an approved ID card.

8.7.4 Contractors must have qualified under the following criteria:

- Registered with The Hills HOA and NHBRC;
- Be well informed with regard to the National Building Regulations; and



- Be approved by the aesthetics committee.

The developer in no way accepts responsibility for the contractor and the contract remains strictly between the client and the contractor.

## 8.8 Construction Phase

- 8.8.1 During the construction phase the aesthetics committee will monitor the quality of construction and site cleanliness to ensure that the standards are maintained on the estate. They will not be responsible for the quality control of individual houses, but will be available to advise where necessary.
- 8.8.2 Prior to the commencement of construction, homeowners must pay a pavement deposit of R10 000.00 (ten thousand rand) (the quantum of which may be increased by the directors from time to time) to The Hills HOA as security for any damage that may be caused to curbs, roads, pavements and/or landscaping during construction. Upon completion of construction and provided no damage has occurred, the pavement deposit without interest will be refunded to the homeowner concerned.
- 8.8.3 A temporary site hut or outbuilding for materials and supplies may be erected during the construction of a building. This must be removed immediately after practical completion. The outbuilding must be approved by The Hills HOA. No caravans are allowed.
- 8.8.4 Each homeowner must endeavour to minimize dust, noise and effluent or any other rubble or waste on building sites.
- 8.8.5 Care must be taken that roads or infrastructure in the estate are not damaged and the homeowner and contractor will be held responsible for any damage.
- 8.8.6 Construction activity is only allowed during the following hours:  
06h00 - 18h00 on normal weekdays;  
07h00 - 13h00 on Saturdays; and  
NO CONSTRUCTION ACTIVITY IS ALLOWED ON A SUNDAY OR PUBLIC HOLIDAY.
- 8.8.7 Construction, outside the above hours, will only be approved on written application to The Hills HOA. This application must be submitted more than one week prior to the date of time extension.
- 8.8.8 All contractor's or subcontractor's workers must enter the site in an approved vehicle with a temporary access token. All workers must be transported to and from the site by the contractor or subcontractor. No construction workers are permitted to walk through the estate and must remain on the erf during working hours. All workers must be issued with identity cards which can be obtained from the security gate in compliance with the security requirements.
- 8.8.9 All building material must be removed from the site on a regular basis by a "skip" provided by the contractor at least once a week. No building materials may be dumped on the sidewalks.
- 8.8.10 All deliveries of supplies will be restricted to normal construction hours and must be through the service entrance (where applicable).
- 8.8.11 Curbs and sidewalks may not be used as a storage facility for building materials. It is the responsibility of the homeowner of the stand or unit to clear the sidewalk within 1 working day of accidental delivery thereon. The wrongful delivery on a curbside or sidewalk is subject to a fine of R500 for first offenders.
- 8.8.12 Contractors must provide at least one chemical toilet per site for the entire duration of construction.
- 8.8.13 Should the contractors transgress the above rules or behave in an unacceptable manner, The Hills HOA reserves the right to refuse those contractors access to the estate and the homeowner/contractor/sub-contractor will have no recourse in this matter whatsoever.
- 8.8.14 To prevent the above, the contractor will be responsible for all workers and sub-contractors involved on their building sites. These workers may not sleep over on site under any circumstances.

- 8.8.15 Construction, once commenced, should not be interrupted for more than seven calendar days at a time with the exception of the builders' recess and public holidays.
- 8.8.16 All contractors are to be evaluated and scrutinized by the relevant site agent. A copy of the tender report should be submitted to the aesthetics committee. It is required that all contractors working in the estate be registered with the master builders association and be approved by the aesthetics committee.
- 8.8.17 "Homeowner builders" will be classified and regarded as "contractors" until all building activities have been completed. "Homeowner builders" need prior written approval from The Hills HOA and aesthetics committee, to be approved as a contractor, prior to construction commencing. "Homeowner builders" are obliged to obey all rules and regulations regarding contractors. This is unconditional and no exceptions will be made.
- 8.8.18 Once the house is ready for occupation, the homeowner should pass on the following information to The Hills HOA:
- Numbers of your electrical and water meters;
  - Occupation certificate issued by the council;
  - As built drawings for The Hills HOA records. (A completion certificate for the building can only be issued once as-built drawings have been submitted to the aesthetics committee);
  - Confirmation from the aesthetics committee that the house is built as per the approved drawings; and
  - An occupation certificate needs to be issued by the aesthetics committee in order to avoid any penalty levies.

## 8.9 Post Construction Phase

- 8.9.1 Repair of any damaged infrastructural elements is the responsibility of the homeowner. This includes curbs, roads, pavements, landscaping, street lighting, etc.
- 8.9.2 All building boards must be removed within 7 (seven) calendar days after practical completion.
- 8.9.3 All building rubble must be removed and the building sites made neat prior to practical completion. The penalty levy will be payable until such time as the home owner obtains a completion certificate from the aesthetics committee.

## 8.10 Operational Phase

- 8.10.2 Maintenance and upkeep of open areas are the responsibility of The Hills HOA.
- 8.10.3 All garden fences, walls, screen walls, etc., to be maintained by the homeowners. Garden fences and walls must be maintained/painted and neglecting to do so will result in The Hills HOA effecting the necessary upkeep, repairs and/or replacements and the cost charged to the homeowner. Notice of this will be given 7 days prior to execution thereof in order to give the homeowner an opportunity to rectify it at own expense.
- 8.10.4 No homeowner will be permitted to burn any materials or rubbish on their stand, unit or on the sidewalks. Rubbish and/or materials may not be dumped on neighbouring properties. Notice to effect removal will be given 3 days prior to removal thereof whereafter costs of contracted removal will be added to the guilty party's levy account.
- 8.10.5 Should any property require upkeep or damage repaired, it should be completed within 6 months of commencement. Failing such The Hills HOA reserves the right to impose a penalty levy.

## 9. SPECIFIC GUIDELINES

### 9.1 Property Maintenance

Common property - gate house, gates, perimeter fence, dams and community facility buildings (whichever is applicable) are all maintained by The Hills HOA and the cost is part of everyone's levy. Individual Houses - the maintenance of a house (including a unit) internally and externally including all railings, fencing and roof is the responsibility of the homeowner and is therefore not taken into

account in the levy. Homeowners are required to maintain the exteriors of their houses to the high standard expected in the estate. In the case of default, The Hills HOA at its discretion may order a contractor or homeowner to carry out suitable maintenance and charge the homeowner accordingly (the same shall be applicable to units).

## 9.2 Household/Appliance Repairs

General repair of appliances as well as plumbing and electrical installations in a house, is the responsibility of the homeowner. In an effort to assist homeowners, The Hills HOA keeps a list of available repair firms and contractors who have indicated their willingness to carry out repairs. This list is maintained as a service but without obligation or guarantee from The Hills HOA.

## 9.3 Commercial Activity

9.3.1 The Hills HOA will not allow any commercial activity on the estate without its prior written consent being obtained.

9.3.2 No advertising board may be displayed anywhere on the estate, other than the standard architectural building board during the construction period subject however with the prior written consent of The Hills HOA. The provisions hereof shall not be applicable to the developer during the development period.

9.3.3 No door to door canvassing or selling is permitted on the estate.

9.3.4 The use of The Hills HOA's mailing list for commercial purposes is strictly prohibited and members are thus prevented from providing non-members with The Hills HOA's mailing list.

## 10. ARCHITECTURAL & LANDSCAPING GUIDELINES

### 10.1 Guidelines

A copy of the Architectural & Landscaping Guidelines for the estate is attached hereto, and if not, will be provided to the members by the developer in due course.

### 10.2 Aesthetics Committee

An aesthetics committee will be established and appointed by the developer (during the development period). The responsibility of the aesthetics committee will be to evaluate proposed developments in terms of the established guidelines. Certain approval procedures must be followed and strictly adhered to. Each project will be closely monitored throughout its development period to ensure that the end result is per the approved plans. This will be strictly enforced.

## 11. PLAN APPROVAL PROCEDURES

### 11.1 Rules & Regulations

No building or addition may be erected or altered without the approval of the aesthetics committee. This does not apply to internal alterations. All plans must be prepared by a registered, professional, practicing architect or senior technologist from the list of recommended firms, which are well versed in the idiom of this estate, or another architect, with written consent of the aesthetics committee. The homeowner may not use any technician, draughts person, design or drafting bureau for the design of their house. Homeowners are required to employ an architect or senior technologist to execute the completion of the building. The approval process must be strictly adhered too. It is understood that the approval of plans by the aesthetic committee does not supersede any legal, common law or by-laws governing same.

## **12. DESIGN RECOMMENDATIONS & RESTRICTIONS**

### **12.1 Specific Exclusions & General Information**

#### **12.1.1 Normal Residential Operation**

The properties will be used for single family residential purposes and no other. No business or commercial buildings may be erected, or residences utilized for that purpose. This excludes the sales functions of the developer. No business activity or hobby, which would cause aggravation or nuisance to fellow occupants, may be conducted, including auctions and jumble sales.

#### **12.1.2 Further Subdivision**

No further subdivision or re-zoning will be allowed, however subject to written approval by The Hills HOA and the developer. The provisions hereof shall not be applicable on the developer during the development period.

#### **12.1.3 Maintenance of Exteriors**

Each homeowner will maintain his/her/its property (both house/unit and landscaping) to the satisfaction of The Hills HOA. Should re-coating of any external elements be considered, this must be submitted to the aesthetics committee prior to works commencement.

#### **12.1.4 Noxious Vegetation**

No homeowner shall permit the growth of noxious vegetation on their property or on the sidewalk or common areas. All properties must be maintained.

#### **12.1.5 Litter, Trash or Garbage**

As mentioned before, garbage will be permitted on the pavement on the day of collection of refuse only. Should it not be removed by the contractor for some reason, the refuse must be taken in by the homeowner and retained on their property until the next date of intended removal, or remove it themselves. All garbage must be contained in approved municipal bins. The lids of which must be kept closed at all times to avoid the proliferation of flies. In the event of any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by The Hills HOA, the Hills HOA may give directions as to the manner in which such refuse ought to be dealt with.

#### **12.1.6 Nuisances**

No homeowner may permit unreasonable noise, odours or disturbances on their property at any time. All vehicles must have designated garages/carports on each property. No vehicles are to be left parked in other areas on a regular/permanent basis. No vehicles may be repaired or maintained on the property other than normal cleaning.

#### **12.1.7 Garage Doors**

Garage doors should be kept closed at all times except during normal operating activity.

#### **12.1.8 Livestock or Poultry**

Pets may be kept on the erven, providing that they do not become a nuisance. They may furthermore, not be bred for commercial purposes.

## **13. LEGAL ASPECTS**

### **13.1 Open Spaces**

All open spaces as indicated on the layout shall be maintained by The Hills HOA for the use, benefit and enjoyment of all the homeowners within the estate. This however does not override any of the conditions and/or regulations contained in this document.

### 13.2 Use of Roads & Open Spaces

Each homeowner is hereby granted an irrevocable, non-exclusive right to use the roads and open spaces subject to the provisions of this document and all rules promulgated by The Hills HOA. It is solely for homeowners, their family members and guests. It is not for the benefit of members of the public at large, and terminates automatically upon a homeowner no longer owning an erf or unit and being a member of The Hills HOA. In the event of a corporation, partnership, trust or other such entity being a homeowner, then such entity shall file with The Hills HOA a certificate duly executed by such entity designating one family, which shall have the benefit of such to use the roads and/or open spaces.

### 13.3 Management of Roads & Common Areas

Roads will be the responsibility of The Hills HOA. Subject to the aforementioned, The Hills HOA shall exercise all rights on the open spaces including, without limitation the right to reserve or grant further servitudes upon or under any part of the open spaces and The Hills HOA shall administer, manage, operate, maintain, repair and replace as necessary all of the open spaces as well as any improvements thereupon. The Hills HOA may promulgate rules and regulations and can hereafter modify, alter or amend any rules and regulations with regard to the enjoyment of the open spaces, subject to a perpetual servitude for government services to the estate. No rules may be amended without the consent of the developer and The Hills HOA.

### 13.4 Insurance of Open Spaces & Common Facilities

The Hills HOA shall obtain and maintain policies of insurance providing coverage for the open spaces consisting of casualty and hazard insurance for the then full replacement cost of the improvements located thereon. This will also include such coverage against loss or damage by fire, sprinkler damage, vandalism, wind storm or storm water. Additional insurance will be obtained and maintained against:

- Comprehensive liability;
- Floods; and
- Fidelity insurance against dishonest officials, directors, and employees of The Hills HOA.

Particulars with regard to the aforementioned are to be determined by the board of The Hills HOA.

### 13.5 Reconstruction of Improvements

The Hills HOA will promptly repair and reconstruct damaged improvements on open spaces in accordance with the manner in which such improvements were originally constructed immediately prior to such damage.

### 13.6 Construction & Maintenance of Roads

To be administered by The Hills HOA.

### 13.7 Injury

The Hills HOA cannot be held liable for any injury of any kind suffered by a resident of the estate, his family or friends while using the roads, open spaces and amenities of the estate.

### 13.8 General

In the event of a conflict between the rules and memorandum, the terms and conditions contained in the memorandum shall prevail.

**14. USEFUL INFORMATION**

14.1 Developer & Developer's Consultants

**Developer**

Century Property Developments (Pty) Ltd [as defined in the Memorandum]  
P O Box 70406  
Bryanston  
2021  
Tel: 011-300 8700  
Fax: 011-300 8790 / 086 616 0107

**Sales**

Les Herman

Cell: 084 075 3270

**Estate Architect**

To be provided

**Town Planners**

To be provided

**Land Surveyor**

To be provided

**Civil/Structural Engineer**

To be provided

**Electrical Engineers**

To be provided

**Landscape Designers**

To be provided

14.2 Recommended Consultants/Professionals

Architects (List to be provided in due course)  
Landscape Designers (List to be provided in due course)  
Building Contractors (List to be provided in due course)

14.3 Recommended Products/Suppliers (List to be provided in due course)