



Willow Acres

ESTATE

ARCHITECTURAL AND CONSTRUCTION

RULES

**(Made in terms of the provisions of Sections 15(3), 15(4), and 15(5)
of the Companies Act read with the provisions of Clause 7 of the
Memorandum of Incorporation of Willow Acres Homeowners
Association NPC)**

NOVEMBER 2024

RULES INCLUDING SCHEDULE OF TRANSGRESSIONS AND PENALTIES

WILLOW ACRES HOME OWNERS' ASSOCIATION NPC

(Non-profit Company with voting members)

As ratified by the Owners in terms of Paragraph 7 of the Memorandum of Incorporation

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1. ARCHITECTURAL RULES

1.1. LEGAL STATUS

- 1.1.1. The restrictions set out below are in addition to any restrictions imposed in terms and conditions of title, town planning schemes, national or any other building regulations.
- 1.1.2. Notwithstanding any plans or improvements complying with such restrictions imposed by third parties, the approval of any plans or improvements within the Estate shall be at the sole discretion of the Association.
- 1.1.3. Similarly, compliance with restrictions imposed by the Association shall under no circumstances absolve the Member of a property within the Estate from the need to comply with restrictions imposed by third parties, nor shall the Association approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.

1.2. DEFINITIONS

- 1.2.1. **"The Association"** shall mean Willow Acres Homeowners Association NPC, a non-profit company with voting members, duly incorporated and established in terms of the provisions of the Companies Act, Act 71 of 2008;
- 1.2.2. **"Building"** shall mean a relatively permanent enclosed construction over an Erf, having a roof and usually windows and often more than one level, used for a wide variety of activities, for habitation, entertaining, garaging of vehicles, or the like. "Building" includes anything built or constructed;
- 1.2.3. **"Commencement"** means the date on which approved construction work commences
- 1.2.4. **"Completion"** means the date of issue of the written "practical completion" certificate by the Association or completion of all construction activities.
- 1.2.5. **"Construction Period"** means the period from the commencement date to the completion date as indicated on the practical occupation certificate or completion of all construction activities.
- 1.2.6. **"Construction Work"** means any work above or underground in connection with the construction, erection, alteration, improvement or renovation, repair, demolition, dismantling of, or addition to a building or structure.
- 1.2.7. **"Coverage"** shall mean the percentage area of property including any servitude area covered by the roofed area of all buildings as seen vertically from above but does not include a structure or building that has no roof;
- 1.2.8. **"Erf"** means an erf as defined in the Ordinance and the Gauteng Planning and Development Act, 2003 and includes any resultant portion of an Erf;

- 1.2.9. **“Erection of a building”** shall mean inter alia, the construction of, any addition to, or structural alteration of a building;
- 1.2.10. **“Floor area ratio”** shall mean the ratio of the Gross Floor Area of a building including any covered area such as outbuildings and garage areas to the total area of the property, including any servitudes, on which such building is erected or is to be erected, i.e., FAR = Gross Floor Area divided by Area of property;
- 1.2.11. **“Floor Area Ratio Zone”** shall mean a specific zone as indicated on the electronic database of the Municipality;
- 1.2.12. **“Gross Floor Area”** shall mean the gross floor area of a building calculated by multiplying the area of the property by the FAR, e.g., 1 000 m² x 0,4 = 400 m²: Provided that certain floor areas can be deducted from the calculation of gross floor area as provided by the Local Authority;
- 1.2.13. **“Ground Floor”** shall mean the floor of a building that is the entry point into the building and which is at or closest to the natural ground level of the property on which such building is erected and excludes a basement;
- 1.2.14. **“Habitable Room”** shall mean a room designed or used for human habitation according to the minimum standards prescribed in Part C of the National Building Regulations, but shall not include a storeroom, kitchen, scullery, toilet, bathroom, or a passage;
- 1.2.15. **“Height”** shall mean the height of any part of a building as measured vertically from the natural ground level of the footprint of the building to the highest point of the building.
- 1.2.16. **“Kitchen”** shall mean a room or part of a room designed or used for the storage of food, utensils, crockery, cutlery, etc., and for the preparation of food by means of electrical, wood, coal, or gas appliances and shall include washing facilities or have inter-leading washing facilities;
- 1.2.17. **“Lean-to”** shall mean a structure with a single-pitched roof that is attached to the side of a building as a wing or an extension and shall not be an enclosed area.
- 1.2.18. **“Loft”** shall mean a storey in the roof of a building that can be used for the same purposes as the other storeys in the same building and which shall be calculated as gross floor area and height.
- 1.2.19. **“Member”** shall mean the person or persons or corporate entity or trust who or which are, in terms of the Deeds Registries Act (and if applicable the Sectional Titles Act), reflected in the records of the Deeds Registry concerned as the registered owner of any Unit in the Township, and the management association or body corporate in respect of any Sectional Title Unit. Owner will have a corresponding meaning.
- 1.2.20. **“Mezzanine Floor”** shall mean any mezzanine floor area which does not exceed 25% of the floor area below it;

- 1.2.21. **“Municipality” or “Local Authority”** shall mean the City of Tshwane Metropolitan Municipality established and instituted in terms of Notice 6770 of 2000 promulgated in terms of Section 12(1) of the Local Government Structures Act, 1998 (Act of 1998) as amended;
- 1.2.22. **“Municipal Purposes”** shall mean such purposes as the Municipality may be authorised to carry out in terms of any law governing municipalities including but not limited to the Local Government Municipal Structures, 1998 (Act 117 of 1998) and the Local Government Municipal Systems Act, 2000 (Act 32 of 2000);
- 1.2.23. **“Natural Ground Level”** shall mean the natural level of a property before any excavations or filling takes place and is the level which is used for measuring the height of a building;
- 1.2.24. **“Occupation”** means the date of issue of the Certificate of Occupation by the Local Authority and a copy lodged with the Association.
- 1.2.25. **“Outbuilding”** shall mean a building(s) which has its own entrance or door and no inter-leading door to the main building, which is attached, or free standing from the main building on the same property and which may contain:
- 1.2.25.1. garages, storerooms, studios, exercise rooms, hobby rooms, music rooms, washrooms and a Home Enterprise, etc.;
 - 1.2.25.2. a squash court only with the permission of the Local Authority; and
 - 1.2.25.3. residential accommodation, which shall not exceed 20% of the floor area of the main building up to a maximum of 50 m² without the permission of the Local Authority and which may consist of habitable rooms, bathroom (s), and only one kitchen;
 - 1.2.25.4. Provided that such outbuilding has a common vehicular access with the main building and it is for the purposes of only the occupants of the main building and their staff and the total gross floor area of the main building without the permission of the Local Authority and such outbuildings shall not be leased to tenants or sold under sectional title.
- 1.2.26. **“Pergola / Arbor”** shall mean that it is a garden feature forming a shaded walkway, passageway, or sitting area of vertical posts or pillars that usually support cross-beams and a sturdy open lattice, often upon which woody vines are trained. It may also be an extension of a building or serve as protection for an open terrace or a link between pavilions.
- 1.2.27. **“Permission of the Local Authority”** shall mean the permission or approval granted by the Local Authority in terms of the applicable legislation including, but not limited to any permission to use land and buildings for a specific use or to relax certain conditions applicable to the use of land and buildings;
- 1.2.28. **“Side boundary”** shall mean in relation to an erf of other portion of land a boundary other than the street boundary or the rear boundary;
- 1.2.29. **“Site”** means that the whole of the area registered as erf or other parts of a property, including the area of any servitude registered over such erf or other parts of a property

- 1.2.30. **“Site development plan”** shall mean a plan which shows the siting, elevations, finishings, parking areas, and open spaces of the proposed development of a property and any natural features thereof, as prescribed by the Local Authority;
- 1.2.31. **“Site preparation”** means site identification and survey, clearing for site establishment, erection of professional board and builders shed, placement of the chemical toilet, water connection, site screening to specification, setting out of structures, basic earthworks, cut and fill, excavations of foundations, and placing of reinforcing steel
- 1.2.32. **“Storey”** shall mean that part of a building which is situated between the top of any floor and the top of the floor above it or if there be no floor above it that portion between such floor and the ceiling above it (any mezzanine floor, open work floor, catwalk or gallery being taken to be part of the storey in which it is situated);
- 1.2.33. **“Structure”** shall mean a construction, permanent or temporary by nature, or any material or combination of materials, with or without a roof;
- 1.2.34. **“Surrounding Owners”** shall mean the owners of any property abutting or sharing a common boundary with the relevant property including any property which is only separated by a road and any such other owners of property in the near vicinity as the Local Authority or the Association may specifically identify;
- 1.2.35. **“Unit”** shall mean a dwelling unit as defined in the applicable Town Planning Scheme, with or without outbuildings, includes a Full Title, Sectional Title Unit, and a vacant stand;

1.3. PLAN RELATED MATTERS

Please request the Architectural Review checklist on building plans from the Administration Office.

1.3.1. APPROVAL PROCESS

- 1.3.1.1. The Association's Aesthetics Committee will scrutinize building plan submissions intended for submission to the Municipality for compliance of the rules.
- 1.3.1.2. It is recommended, but not compulsory, that concept plans be submitted to the Association prior to the submission of detailed working drawings to assist the Member with a faster and more cost-effective approval process at both the Association and Local Authority.
- 1.3.1.3. The prescribed scrutiny fee and building deposit are payable to the Association by the Member upon submission or upon finalisation and sign-off of the aforesaid plans before plans will be released by the Association.
- 1.3.1.4. Upon the Association, notifying the member that the -approval of building plans submitted is declined, the member has 1 (one) calendar month (30 days) or 1 (one) more submissions before a second scrutiny fee will be payable on the 3rd (third) submission of building plans.
- 1.3.1.5. A signed hard copy, as well as an electronic copy of the building plans approved by the Local Authority, must be filed with the Association by delivering the building plans to the Estate administrative office.
- 1.3.1.6. All building plans (including building plans in respect of any additions and/or alterations to existing structures and units, any architectural changes including, but not limited to swimming pools shall be prepared in accordance with the Architectural Rules and shall be approved by the Association prior to the commencement of any building works.
- 1.3.1.7. All building plans submitted for approval to the Association must comply with:
 - 1.3.1.7.1. Local Authority Rules and Regulations; and
 - 1.3.1.7.2. National Building Regulations ("NBR"); and
 - 1.3.1.7.3. South African Council for the Architectural Profession ("SACAP") requirements;
 - 1.3.1.7.4. The relevant Town Planning Scheme and Conditions of Establishment; and
 - 1.3.1.7.5. National Home Builders Registration Council ("NHBRC") requirements.

- 1.3.1.8. Should any Member require clarity on any of the Architectural Rules set out herein; such queries may be addressed in writing to the Association.
- 1.3.1.9. It is the sole responsibility of the Member and Contractor to ensure that Valid Certificates of compliance with the Occupational Health and Safety Act are available on site and that there is at all material times during construction full compliance with the provisions of the Health and Safety legislation (as amended from time to time).

1.3.2. **BUILDING PLANS**

- 1.3.2.1. Four (4) copies of proposed building plans of which one (1) set must be coloured, to Local Authority specifications, together with the prescribed fees/deposits (which fees/deposits may be reviewed by the Association, from time to time) shall be submitted, in triplicate, to the Association for written approval prior to the submission thereof to the Local Authority for approval. Plan sizes for minor additions must be a minimum of A3 size and for new houses an A2 size.
- 1.3.2.2. The site plan shall indicate the outline of the ground and first floor plans inclusive of outbuildings, pools, contours (500mm), boundary walls (details: height, foundation, width), the position of washing lines, yard walls (details: height, foundation, width), details and position of any outdoor structures.
- 1.3.2.3. Site plans, basic construction plans, and safety measures are required for all swimming pools. Special attention shall be given to privacy, water drainage, and safety fencing. The position of pool heaters, pool pumps, water features, and their filters must be indicated on the site plan, and the Association reserves the right to insist that pool pumps, pool heating apparatus and the like must be contained in order to prevent nuisance and/or noise. The backwash of swimming pools, Jacuzzi, hot tubs, fish ponds, or fountain water may not be allowed to drain into the municipal sewer system and/or onto any communal areas or neighbouring properties but shall be appropriately channelled into the stormwater drainage system or the Member's own garden.
- 1.3.2.4. All Outdoor structures including but not limited to fountains, gazebos, pergolas, and play structures shall be indicated on the site plan. Such outdoor structures shall complement the design of the unit. These structures are to be clearly shown hand written or otherwise on the plans.
- 1.3.2.5. When evaluating any plans, the Association shall consider privacy and aesthetics. The consent of all Members of the neighbouring Units to the Unit upon which such outdoor structures are proposed may be required, which consent shall be indicated by the signature and date of signature of all such Members on both the building plans and the application form.

- 1.3.3. In the event that the Association considers any plans or designs to be contrary to the aesthetic character of the Estate, or considers same to be insensitive towards the environment, the Association may request the Member to make such reasonable alterations to such designs as it deems fit.
- 1.3.4. In the event that construction in terms of any plans approved by the Association and the Local Authority does not commence within twelve months of the date of the approval thereof by the Association, such approval shall automatically lapse and the Member shall be required to resubmit such plans for approval to the Association and the Local Authority. In the event of such resubmission, the prescribed plan scrutiny fee shall again be payable.
- 1.3.5. In the case of construction in respect of any units on stands that have not been completed, or any anticipated construction site which in the opinion of the Association carries a safety risk, it shall be fenced off and the fence shall be properly maintained.
- 1.3.6. The Association may at any time assess the situation on the stand from a safety, security, maintenance, and aesthetics point of view, and at its sole discretion impose a penalty and/or appoint a contractor to remedy any discrepancy identified in terms of the assessed situation to ensure compliance with the Rules. The Member concerned will be responsible for all costs in this regard.
- 1.3.7. Perspective views and photographs may be requested by the Association prior to final approval of any plans.
- 1.3.8. Nothing in the Rules shall be construed as permitting the contravention of the conditions of the title of any Unit or any bylaws or regulations of the Local Authority. Members and/or their contractors may not commence construction without the prior approval of the plans by both the Association and the Local Authority. The Association reserves the right, inclusive of the right of denying access to the Member's contractor or to take such action as it may deem fit in order to enforce this provision.
- 1.3.9. The contractor shall not commence construction of any deviation of approved plans until the Association has consented thereto in writing or until a revised deviation plan is approved by the Association in writing. Should any deviation or amendment be contemplated or become necessary to any building plans after such plans have been approved, construction shall cease in respect of the deviation and the Association is to be notified forthwith and amended plans, clearly setting out the nature of the deviation and/or amendment shall be submitted for approval to the Association and Local Authority. An additional plan scrutiny fee shall again be payable.

- 1.3.10. Compulsory inspections shall be carried out by representatives of the Association. Access to Units must be permitted by Members and Occupants with the full cooperation and/or assistance of the Association's representative or appointed a competent person to perform the appropriate inspection to establish compliance to all Rules and/or to perform maintenance work. Such inspection will be arranged by appointment. Members shall indemnify the Association, it's representative, and/or competent person in case of damage caused to Units to enable the above-required inspection or maintenance to be performed.
- 1.3.11. It is the Owners responsibility to timeously request official inspections by the Association, over and above the normal Local Authority inspections, at the following stages:
- 1.3.11.1. Completion of foundations
 - 1.3.11.2. Completion of roof
 - 1.3.11.3. Completion of construction
- 1.3.12. Upon completion of all construction work and prior to the release of any part of the building deposit, the Member shall arrange for a final inspection of the Unit by the Local Authority and the Association. The Member shall only be entitled to occupation of the Unit once the said occupation certificate from the Local Authority has been obtained and a copy of this certificate has been lodged with the Association. Thereafter the Member shall apply for a final inspection by the Aesthetics Committee of the Association which will validate specific Estate requirements. Once this process has been completed and all related documents as indicated below have been supplied to the satisfaction of the Association represented by its Aesthetics Committee, the remaining part of the building deposit, if any, will be returned to the Member. The building deposit is an interest-free amount. After construction, the Member must also provide the Association with the following documentation:
- 1.3.12.1. Occupation certificate;
 - 1.3.12.2. Structural engineers' certificate;
 - 1.3.12.3. Electrical certificate;
 - 1.3.12.4. Any other certificates pertaining to the house and structure.
- 1.3.13. The Association reserves the right to stop all construction on an erf by refusing entry to a Members Contractor in the event of any deviations from building plans not approved by the Association or non-compliance with any Health and Safety regulations.

1.3.14. The following is a cost breakdown of the applicable costs related to construction activities:

BUILDING LEVY TO BE SUBMITTED WITH PLANS FOR APPROVAL			
NEW DWELLINGS		ALTERATION OVER 75m²	
Refundable Deposit	R	1 000.00	Refundable Deposit R 900.00
Building fee	R	3 200.00	Building fee R 2 000.00
Scrutiny fee of plans	R	1 000.00	Scrutiny fee of plans R 900.00
First Inspection	R	650.00	First Inspection R 650.00
Second Inspection	R	650.00	Second Inspection R 650.00
Final Inspection	R	1 000.00	Final Inspection R 900.00
TOTAL COSTS	R	7 500.00	TOTAL COSTS R 6 000.00
ALTERATIONS UNDER 75m²		BOUNDARY WALLS / SWIMMING POOLS	
Refundable Deposit	R	650.00	Refundable Deposit R 500.00
Building fee	R	1 800.00	Building fee R 1 050.00
Scrutiny fee of plans	R	700.00	Scrutiny fee of plans R 650.00
First Inspection	R	450.00	Final Inspection R 450.00
Second Inspection	R	450.00	
Final Inspection	R	650.00	
TOTAL COSTS	R	4 700.00	TOTAL COSTS R 2 650.00

2. ARCHITECTURAL AND BUILDING REQUIREMENTS

- 2.1 Members who have not developed their unit/stand as of the date of acceptance of these rules by the Board of Directors of the Association will be liable for a building penalty as determined by the Members of the Association from time to time.
- 2.2 Despite the provisions of paragraph 2.1 aforementioned, new owners of a vacant Erf will have a twelve-month period from the date of transfer to finalise any preliminary construction activity such as plan approval, approval of finances and for the completion of construction activities, during which period the building penalty will be accrued for but will not be payable and in the event of completion of construction activities and completion of a successful final inspection within the period of twelve months, the accrued building penalties will be waived and failing the completion of construction activities and completion of a successful final inspection within the period of twelve months, the accrued building penalties will become immediately due and payable.
- 2.3 Any amendments to existing units which necessitates construction activities shall be completed within a three-month period from the initial commencement of activities. The painting of Units or other small types of rework activities shall be completed within a one-month period.
- 2.4 All houses including outbuildings shall be designed to conform to the principle guidelines below to the satisfaction of the Association. The objective is to achieve an interesting range of mutually compatible house designs within the flexibility afforded by the approved architectural style and design of the unit in elevation, finish, and materials used whilst avoiding monotonous uniformity.
- 2.5 New houses shall have only pitched roofs at a minimum pitch as approved by the Association and in accordance with manufacturer requirements and Local Authority regulations. A combination of flat and pitched roofs will be allowed as approved by the Association. Solely flat roofs are not permitted but will be considered by the Association on special application and evaluation by the Aesthetic Committee for and on behalf of the Association.
- 2.6 Only Factory painted galvanized Chromadek or pre-treated roof sheeting may be used with the express written approval of the Association. Roofing materials for patios, carports, and outbuildings shall be approved in writing by the Association and no shade cloth shall be permitted. Prior written permission from surrounding neighbours may be required by the Association.
- 2.7 Flat sections of the roof shall be surrounded by a parapet wall – no unpainted reflective roof sheeting including IBR or metal profiled roofing that is not factory pre-painted is allowed.
- 2.8 Walls shall be built in face-brick or plastered and painted in colour as approved at the discretion of the Aesthetics Committee prior to commencement of work. All external finishes and colours shall be specified in the drawings for aesthetic approval. Colour samples may be requested, and the same procedure will apply to repainting any buildings or parts of buildings and are to comply with the colour range displayed in the Estate Office and approved by the Aesthetics Committee from time to time. Any repainting of Units colour/s must first be approved by the Association prior to commencement.

- 2.9 All garages, staff quarters, and other outbuildings shall be constructed and finished to match the main house.
- 2.10 Gutter and down-pipes shall form an integral part of the design and shall be constructed and finished to match the style of the house.
- 2.11 No shade netting, Wendy house, tool shed, Green Houses lean-to, or temporary carports will be allowed unless expressly authorised by the Association in writing subject to certain conditions as the Association may impose in their sole and absolute discretion. Carports are to be designed to form an integral part of the house design and must be erected in accordance with approved plans which must be submitted to the Association for consideration prior to commencement of construction.
- 2.12 External burglar bars are not permitted.
- 2.13 The natural contour of a property may not be increased in height by more than 500mm at any point on the property. Where the slope of a development is changed, permission must be obtained from the Local Authority and the Association prior to the commencement of any earthworks.
- 2.14 Floodlights must be adequately screened so as not to cause discomfort to neighbours.
- 2.15 Requests for the erection or construction of any of the following shall be submitted to the Association for written approval and shall conform to the Architectural Guidelines:
- Decks and/or patios.
 - Swimming pools.
 - TV antennae or dishes.
 - Solar panels.
 - Solar geysers.
 - Split air conditioner units.
 - Any other composition of construction elements or use of any new technology that may have an un-aesthetical impact.
- 2.16 Density:
- The number of units that may be erected on a stand shall not exceed the maximum density permitted in terms of the town planning scheme which is one (1) dwelling per Erf.
- 2.17 Floor Area Ratio:
- The maximum floor area ratio (“bulk”) that may be erected on a stand shall not exceed 0.6 FAR. Basements are not considered as floor area contributing to FAR. FAR is only calculated as the sum the of above-ground floor area.

2.18 Coverage

2.18.1 **Single Storey Units:**

In order to enable Members to construct a single storey unit with the same maximum floor area ratio as is permitted for a double storey, the Association will generally support applications to the Local Authority to increase the coverage for a single storey unit from 50%. The objective is to encourage the construction of single storey rather than double storey houses in the Estate.

2.18.2 **Double Storey Units:**

The ground floor coverage of double storey units shall not exceed 40% of the area of the stand. In order to encourage the construction of a greater bulk at ground level, the Association will be prepared to consider plans for double storey units with a ground coverage greater than 40% provided that the area of the upper storey is commensurately reduced in order not to exceed the maximum FAR of 0.6. For example, on a stand of 750m², a house of 350m² on ground level and 100m² on the upper level is preferred to a house with 300m² on ground level and 150m² on the upper level.

2.18.3 **Double Volumes:**

Double volumes in houses are deemed to form part of the first-floor area.

2.19 Height Restrictions:

No more than two storeys shall be erected vertically above each other, nor shall the height of thenock of the roof of the structure exceed eight point five meters (8.5) above the natural ground level vertically below that point.

2.20 Building Lines

2.20.1 The Building Lines as per the Conditions of Establishment is two metres (2) from the boundary between one stand and another and three (3) metres from the rear boundaries. The front boundary is five metres (5) from boundary, this does not necessarily include the City Council servitude line.

2.20.2 Although the Association is not in support of building line relaxations, a member may apply for one building line relaxation after written application with motivation for such relaxation, together with the written comments of all the members who own adjacent units that are affected, shall be submitted to the Association for approval consideration prior to submitting same to the Local Authority. No relaxation will be granted if the overall appearance or character of the estate is negatively affected.

2.21 Minimum House Size:

All houses must have a minimum floor area of two hundred and eighty square metres (280m² including covered patios, servants' quarters, and garages). The Association shall be entitled not to approve the plans for any house which in their sole opinion would detract from the appearance of or reduce the value of other houses in the Estate.

2.22 Treatment of Stand Boundaries

2.22.1 No walls will be permitted on the street boundaries unless approved by the Association in writing.

2.22.2 If for reasons of privacy (screening of swimming pools) it is desired to provide a visually impenetrable barrier between the house and the street/park, such barrier shall be achieved by means of planting or by means of a wall integrated into the design of the house and of a design and finish approved by the Association. Side gates and entrance gates, where applicable, must be installed at the time of completion of the Unit and must complement the style of the Unit.

2.22.3 All side boundary walls and fences must match the design of the main building and shall be subject to the approval of the Association. Walling between the stands shall not exceed 2.4 meters in height and must be of suitable strength and thickness as required by the National Building Regulations and shall be plastered and painted on both sides. Yard and screen walls and street boundary walls shall match the design of the main building.

2.22.4 Should a member decide to rebuild, repaint, raise or lower their boundary wall, the following should be submitted together with plans to the Association for approval before work can commence:

2.22.4.1 Site plan indicating the area that will be altered

2.22.4.2 Indication of the height of the boundary wall, colour that will be painted, features, plastering, etc.

2.22.4.3 Confirmation from a professional engineer that the foundations are sufficient to accommodate the boundary wall height.

2.22.4.4 Written agreement between the Member and adjacent property (affected neighbour) on each parties agreed responsibility/contribution for the alterations.

2.22.4.5 Time period in which the additions/alterations will take place.

2.23 No security spikes, razor wire, electric shock wires (electric fencing), prefab walls, or any similar devices shall be permitted.

2.24 Approval for garden walls and fencing with regards to both material and dimensions must be obtained prior to erecting of the structure.

2.25 The perimeters of all stands shall be walled on three (3) boundaries with brick.

2.26 Units shall conform to acceptable architectural standards and not interfere with or detract from the general aesthetic appearance of the neighbourhood.

- 2.27 Specific aesthetic consideration shall be given to the design of parapets, fascia's, copings, eaves, roof trim, guttering, and roofing materials in general as well as the design and layout of paving. Half-brick paving will only be allowed when properly constructed in an aesthetically designed pattern. The Association reserves the right to instruct Members to remove and replace half-brick paving when not properly placed.
- 2.28 Plumbing shall be ducted and suitably screened. Plumbing shall not be visible from any street or neighbouring properties. Ducts shall be integrated and covered into walls.
- 2.29 External finishes and colours shall be shown to and approved by the Association in writing and this shall furthermore apply where any unit is repainted. Colour samples will have to be supplied to the Association prior to any painting commencing.
- 2.30 No air conditioners, power generators, swimming pool pumps and/or heating apparatus, geysers, and/or their piping or new technology equipment may be visible from any street unless prior approval has been obtained from the Association. All items are to be professionally screened and colour-matched to the adjacent wall.
- 2.31 Security cameras/video surveillance cameras installed on units may not infringe on their neighbour's right to privacy and must be positioned to monitor a member's property only. Cameras should not be positioned to 'spy on' residents or their guests but placed for legitimate, reasonable, purposes only. Prior written approval needs to be obtained from the Association before the installation of any security or surveillance cameras and the Association may request a screen print of the view of the cameras.
- 2.32 The installation of any renewable energy equipment or apparatus may not be undertaken, or commenced with, without the prior written approval of the Aesthetics Committee of the Association.
- 2.33 Awnings, aerials, blinds, satellite dishes, solar heaters and other items which do not form part of the basic structure are to be clearly shown (hand drawn or otherwise) on the drawings and all necessary details are to be provided to the HOA. Solar panels, satellite dishes and/or antennas should be positioned in an aesthetically pleasing fashion
- 2.34 Generators
- 2.34.1 A Member or Resident will not permanently install power generators without the prior written approval of the Association and in compliance with the specifications as laid down by the Association
- 2.34.2 The generator should be seen as an emergency back- up and should only operate during power failures.

- 2.34.3 Small or portable electrical power generators (smaller than 10KVA) do not need the official approval of the Association. The following needs to be adhered to in respect of small or portable electrical power generators:
- 2.34.3.1 Must be positioned and operated in such a way to diminish the effect of the noise and air pollution hazards to neighbours and to the homeowner.
 - 2.34.3.2 The supply of electrical power by portable electrical power generators to the home must be done in such a way as to reduce the risks normally associated with such a supply.
- 2.34.4 Large Generators to be installed as a permanent additional feature to a unit requires specific written approval from the Association. In order for the approval to be considered members need to complete the necessary form for approval. Please request the necessary application form from the HOA office.
- 2.35 Solar Panel Systems:
- 2.35.1 A solar power system is defined, for purposes of this rule, as a system, which consists of one or more solar photovoltaic panels, which panels are installed on the exterior sloping area of the roof of a dwelling for purposes of generating solar power.
 - 2.35.2 The solar panels or any other equipment, which are part of such a system, must be installed flat onto the roof slope.
 - 2.35.3 All exposed cabling must be installed in a duct. The duct must match the colour of the roof or the exterior walls of the property.
- 2.36 Solar Water Heating Systems:
- 2.36.1 Solar water heating systems are defined, for purposes of this rule, as a system that consists of one, or more solar panels. Solar heating panels should be positioned flat on the roof slope. Solar geysers must be installed inside the roof and any other solar devices or equipment should be professionally screened off.
 - 2.36.2 No exposed pipes are permitted above the first-floor level. Any existing solar panels, or geysers that have been installed on the roof, and any solar panels and/or geysers which will be replaced, must conform to these rules.
- 2.37 Water Tanks for water harvesting:
- 2.37.1 Water tanks for water harvesting/reservoirs may be installed. The water tanks must not be visible from the street front. The colour of the water tank, including that of any gutters and or downpipes, must be aesthetically pleasing possibly matching the house colour, which must satisfy the HOA.
- 2.38 All installed equipment must comply with SANS Regulations and have a COC issued and may not cause any noise or nuisance to neighbouring and/or other Members/residents. Where such noise or nuisance is created the Association shall have the right to do whatever it deems fit to rectify the situation.

- 2.39 Entrances into domestic quarters must be screened off by a wall of minimum 2.1m high. Kitchen and domestic quarter entrances must open into a screened yard. No domestic accommodation or kitchen yards shall be visible from the street.
- 2.40 Units shall not exceed two storeys, irrespective of height; and such two storeys shall not be interpreted to include basements and/or mezzanine levels. The impact of a second storey on the right to privacy of adjacent Members and the impact on the views from adjacent residences shall be considered when building plans of units having a second storey are scrutinised by the Association.
- 2.41 The treatment of sidewalks (being the space between the Stand boundary and the road owned by the Local Authority) is considered to be of paramount importance as this has a direct influence on the aesthetic quality of the neighbourhood.
- 2.42 All side boundary walls and fences must match the design of the main building and shall be subject to the written approval of the Association. Should the height of the aforementioned wall exceed 1.8 metres, normal National Building Regulations must be complied with.

3. LANDSCAPING REQUIREMENTS

- 3.1 All landscaping of individual Units must be undertaken to integrate into the theme and character of the Estate.
- 3.2 The character of the Estate's landscape is primarily indigenous. Occupants shall ensure that declared noxious flora are not planted or allowed to grow in their gardens, and in the event of any uncertainty, are requested to confirm the status of any plant with the Association.
- 3.3 In order to contribute to the aesthetics of the Estate combination of a landscaped front garden together with either grass/pebbles or paving ensuring an aesthetically pleasing appearance must be designed and built. Properties with just paving to cover their front yard completely will not be allowed.
- 3.4 The use of hedgerows is recommended, and the planting of trees and shrubs is encouraged where possible.
- 3.5 Occupants shall maintain trees, plants, and shrubs that have been planted on their pavement by the Association.
- 3.6 All driveways will be surfaced and dust free. Any changes or additions to existing driveways must be approved by the HOA.

4. CONDITIONS REGARDING CONTROL OF CONTRACTORS

4.1 INTRODUCTION

- 4.1.1 Certain Rules relating to building contractor activity in the Estate have been adopted by the Association, the legal representative of Members and Occupants in the Estate.
- 4.1.2 The primary intention of these Rules is to ensure that all building activity in the Estate shall be conducted with the minimum of inconvenience and disruption to Occupants. In the event of any queries in this respect, Occupants and/or their contractors are most welcome to contact the Association.

4.2 LEGAL STATUS

- 4.2.1 The Rules governing building activity are binding on all Members and Residents, their contractors, and subcontractors.
- 4.2.2 Members are obliged to ensure that their building contractors and subcontractors are made aware of and acknowledge the Rules in writing and that same are strictly complied with.
- 4.2.3 Members are required to include these Rules in their entirety in any building contracts concluded in respect of any Unit on the Estate. The Association reserves the right to request that any building contract or other works contract or subcontract be submitted to it for prior approval.
- 4.2.4 The Association has the right to suspend any building activity that is in contravention of any of the Rules, and shall not be liable for any losses, damages, or claims whatsoever sustained by a Member, Occupant, contractor or subcontractor, or any other person(s) as a result thereof; in addition, the Association has the right to prevent or restrict access to the Estate.
- 4.2.5 All Members, contractors, and subcontractors who undertake any building activity are required to complete the prescribed registration form and submit same to the Association prior to proceeding with any additions or alterations or commencing with any building activity.
- 4.2.6 The Member is obliged to obtain written confirmation from any contractor or subcontractor confirming that they have received a copy of the Rules and confirming that they, their subcontractors, and employees, are bound by same, and confirming further that the Association shall be entitled to enforce such Rules against them, and to levy any penalty in terms of the Rules as they deem fit.

4.3 SITE PREPARATION

Before the contractor may take possession of any stand in order to commence works of any nature, the Stand must:

- 4.3.1 Have a designated lock-up shed, storage container, or storage area on the building site for any materials or equipment.
- 4.3.2 Be screened on all sides with green shade netting with a minimum shade factor of 70%, a minimum height of 1.8m (type cladding). The Member or his contractor shall be liable for all costs regarding such prescribed screening.
- 4.3.3 Have a legal water connection.
- 4.3.4 Have an approved site toilet.
- 4.3.5 Have instituted acceptable measures to the satisfaction of the Association for proper rubble control. The Association may request the Member to clean excessive building material should the Erf become unsightly. Rubbish and/or rubble shall be removed weekly and not be burned or disposed of in the Estate. No dumping anywhere in the Estate is permitted.
- 4.3.6 Have a builder's board as prescribed by the Association's specifications (will include as a minimum the stand number and contact detail of the responsible Member, project manager, or responsible contractor) and in compliance with the Occupational Health and Safety Act (warning and safety signs). Such boards are to be erected on the site itself and not on the sidewalk. Contractors' and Subcontractors' boards are not permitted. All boards must be removed immediately upon completion of construction.
- 4.3.7 The Member shall ensure that the construction site is controlled, made, and kept safe at all times in accordance with the Occupational Health and Safety Act and furnish periodic compliance audit certificates thereof to the Association.

4.4 GENERAL

- 4.4.1 Unless otherwise agreed to by the Association or its appointed representative, contractor activity is limited to the following hours:

DAYS	WORKING HOURS
Monday to Friday	07:00 to 18:00
Saturday	08:00 to 13:00
Sundays and Public Holidays:	No activity

- 4.4.2 No construction activity is permitted during the annual builder's holiday during December/January of each year.
- 4.4.3 Deliveries from suppliers must occur during the limited contractor activity hours as set out above.

- 4.4.4 No abnormal or articulated or heavy vehicles will be permitted to enter the Estate. Unless pre-cleared for specific activity by the HOA.
- 4.4.5 All contractor and/or subcontractor personnel must enter and exit the Estate in a licensed roadworthy motor vehicle in line with prevailing security measures.
- 4.4.6 All workers, visitors, and contractors will be requested to produce a valid driver's license, identification book, or passport and valid work permit upon arrival at the entrance unless they have been registered on the access control system.
- 4.4.7 No contractor personnel are permitted to leave the construction site, other than being transported to enter or exit the Estate.
- 4.4.8 No night watchmen will be permitted in the Estate unless prior approval has been obtained from the Association.
- 4.4.9 The construction site is to be kept clean and properly screened in a prescribed manner at all times. In the event that the contractor fails to keep the site clean and tidy, such contractor may be prohibited from entering the Estate until such time that the site is properly cleaned.
- 4.4.10 Materials offloaded by a supplier which encroach onto the pavement or road must be moved onto the site by the contractor. Material and rubble must not be allowed to remain on the pavement or road and it is the contractor's and Member's responsibility to clear these areas of all such materials and/or rubble within one working day. Sand or rubble washed or moved onto the road during building operations or as a consequence of rain must be cleared immediately or if at night, immediately the next working day.
- 4.4.11 The Member and the contractor shall be liable for damage to kerbs and/or plants on the sidewalks and/or damage to private and/or Association property.
- 4.4.12 Should the Association have any reasonable reservations with regard to the conduct of the contractor and/or subcontractor (including their employees), the Association reserves the right to suspend all building activity until such time that such conduct is rectified which it may do at any time on notice to the Member, contractor and/or subcontractor, all of whom shall have no recourse against the Association in this regard.
- 4.4.13 The Association shall be entitled to levy transgression levies against Members, who are responsible for their contractors and/or subcontractors with respect to contravention of any of the Rules of the Estate.
- 4.4.14 The Association has the right to deny or limit access to the Estate to any contractor or subcontractor in breach of the Rules, who by the acceptance of the Rules hereby waives any right of retention that they may have over their building works, material, and the like for purposes of the Rules insofar as the Association is concerned.

- 4.4.15 Furthermore, the right of the Association to restrict access to a contractor or subcontractor, as aforementioned, applies to the entire Estate, notwithstanding the fact that any such contractor and/or subcontractor is building on more than one site within the Estate and that any breach has been committed with respect to only one such site.
- 4.4.16 No blasting may take place anywhere on the Estate without the written authority of the Association which will include all safety and/or security precautions in terms of national and/or local regulations.
- 4.4.17 No stand shall be secured with razor wire or similar fencing during or after the construction period.
- 4.4.18 No fires shall be allowed in the Estate by contractors and their employees.

5 SCHEDULE OF PENALTIES

The Association has the right to introduce and enforce payment of penalties against transgressors and/or to report transgressors to the authorities. Any transgression whether indicated as carrying a penalty or not may also be subject to the imposition of a penalty by the Association. Persistent transgressions may result in higher penalties and/or legal action.

This schedule is a guideline, amended from time to time, with additions and deletions as deemed necessary by the Directors. **Notice is given to the member either by letter, email or SMS of the transgression, with the associated penalty if any.**

DESCRIPTION OF TRANSGRESSION	1 ST OFFENCE	2 ND OFFENCE	3 RD OFFENCE	4 TH OFFENCE
ARCHITECTURAL / CONSTRUCTION / BUILDING RULES				
Building Time Period				
Vacant stand on which development has not been completed within the twelve (12) months of registration. All sale agreements should state that construction activities should commence within three (3) months from date of transfer / registration. The maximum building period is nine (9) months from commencement of construction activities	Building Levy of R8 000.00 per calendar month until occupation certificate is issued.			
Building Rules				
Exceeding building time limits	Building Levy of R8 000.00 per calendar month until occupation certificate is issued.			
Minor Building Rules				
Applicable to all Building Rules unless otherwise specified below.	Written warning (14 days to comply) + Penalty of 150% of levy per calendar month or part thereof until transgression has been rectified according to building rules.			
Non-compliance with building and architectural guidelines				
Building without approved plans / deviating from approved plans				
Wendy houses, sheds, and other structures in contravention of the Rules				
Illegal water and electrical connections	150% penalty per month until transgression has been rectified and report the incident to the City of Tshwane for legal action			
Occupying a property without an Occupation Certificate	200% of monthly levy amount per month until occupation certificate is received + reporting to the local authority and possible legal action. Penalty to be applied monthly until legal process has been completed.			

DESCRIPTION OF TRANSGRESSION	1 ST OFFENCE	2 ND OFFENCE	3 RD OFFENCE	4 TH OFFENCE
ARCHITECTURAL / CONSTRUCTION / BUILDING RULES				
Contractors				
Applicable to all rules pertaining to Contractors.	Penalty R2000.00 per incident or part thereof until transgression has been fixed according to Contractor Rules.			
Contractors working outside permitted times	Notice given	Penalty equivalent to 50% of the monthly levy	Penalty equivalent to a 100% monthly levy	Penalty equivalent to 150% of a monthly levy + legal steps. Penalty to be applied monthly until legal process has been completed
Contractor workers leaving their specified building site on foot not transported to and from building sites by contractor vehicle				
Contractors not having a Chemical Toilet or Skip on site				
Contractors not keeping their sites clean, tidy and properly screened				
Fires lit on building sites by contractors and/or their employees				
General				
Dumping of rubble, garden- or other refuse or building material anywhere in the Estate	Notice given + Immediate penalty of 100% of a monthly levy			

Any written suggestions or comments towards the improvement of the Rules due to practical situations will be considered and implemented where necessary. Suggestions can be forwarded in writing to the Estate Manager.

The cooperation, understanding and abiding by these guidelines will be appreciated by all Owners and Occupants of Willow Acres Estate.

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