



# CRADLE RIDGE ESTATE

## RESIDENTS HANDBOOK

&

## CONDUCT RULES

Version 2.0

**Note:** These Rules are registered with the CIPC (Companies and Intellectual Property Commission), embedded in the MOI (Memorandum of Incorporation) of CRADLE RIDGE ESTATE HOMEOWNERS' ASSOCIATION (RF) (Registration number: 2019/525602/08) which is in turn embedded in the Companies Act, 2008, Act 71 of 2008. These rules are also registered with the Community Schemes Ombuds Service (CSOS).

This HANDBOOK is issued by the CRADLE RIDGE HOMEOWNERS' ASSOCIATIONS (CREHOA) to each registered owner. Electronic copies of this handbook may be obtained from the offices of the managing agents or online at <https://www.cradleridge.estate>

**All purchasers agree to abide by the contents of this and the Detailed Architectural Design Rules documents in their entirety when they sign their transfer documents to purchase within the estate.**

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## **INTRODUCTION**

Welcome to one of the finest Estates in South Africa where privacy, comfort and security are of paramount importance.

For years, our architects and public have been bombarded with international influences, which have become fashionable for limited periods of time and then invariably become dated. The intention of this development is to take into consideration the influences of local context, climate, and lifestyle. These may range from items such as security and aesthetics, to orientation, use of materials and construction skills. The envisaged result is a South African architecture that is appropriate, unique to our conditions, fresh, modern and diverse.

To formulate these concepts into a development and design framework, we have limited the use of material in their natural state as a prerequisite, thereby encouraging a new approach and unique departure point for the design concepts and development.

Prior to submitting plans to the Mogale Local Municipality, all property owners will be required to submit building plans to the Aesthetics Committee for approval. The Cradle Ridge homeowners' association ("CREHOA") has appointed the Aesthetics Committee who will act as the "aesthetic watchdog". Any superficial alterations to existing buildings or properties, not normally requiring municipal approval, including landscaping, fencing and or screening, will require prior Aesthetics Committee approval. This is necessary to ensure that the integrity and overall aesthetics of the Estate is maintained, and that homeowners are not inconvenienced or compromised. The Aesthetics Committee should always take a holistic view of what is most beneficial to the Estate whilst balancing the individual requirements of owners.

The purpose of the guidelines contained in this handbook is to encourage individual creativity within a unity of materials and finishes ensuring that the overall development harmonises and creates a balanced lifestyle for all residents.

To achieve this, architectural rules have been drawn up as far as the use of materials, walls and openings, the treatment of boundaries and the landscaping is concerned. For the rest, it is up to the individual architect to contribute to the successful execution of the developers aim and the supervising or controlling architects will also assist in attaining this goal. The CREHOA may from time to time amend the architectural design rules and owners must therefore please ensure that they have the latest version.

## **1. THE RESIDENTIAL ESTATE**

### **1.1. GENERAL**

Cradle Ridge Estate is amongst the finest residential developments in the country. The Estate includes freehold areas and is served by common property consisting of open areas, play area, roads, and infrastructural services. The development is enclosed by electrified security fences and walls, with a single access point controlled through guarded gates.

This residential estate is run by the CREHOA and its appointed estate management agency. Purchasers (homeowners) are obligatory members of the CREHOA.

### **1.2. GENERAL STYLE AND AMBIENCE**

To ensure compliance with the general nature and amenity of the Estate, some form of pattern and order, based on the plan, needs to be observed in order to maintain the desired style and ambience. To this end, approved guidelines are published in a separate document, the Cradle Ridge Estate Architectural and Aesthetics Design Rules, covering the following:

#### **1.2.1. DESIGN OPTIONS**

Owners are permitted to design in accordance with the architectural guidelines of the Estate provided that the design is done by a fully qualified architect (B.Arch. or M. Arch degree). Preferred designs have been prepared by the original estate architects, which are readily available for perusal via the Estate Manager.

#### **1.2.2. AESTHETICS COMMITTEE**

An Aesthetic Committee will be established per the procedures as set out in the Homeowners Association's MOI.

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 result is per the initial proposals. This process will be strictly enforced.

#### **1.2.3. GARDEN LANDSCAPING**

Private gardening is encouraged and all efforts to beautify our Estate for the benefit of everyone are fostered. Indigenous and water-wise plants are highly encouraged.

See Annexure A for recommended list of trees and plants to be used.

### **1.3. DENSITY OF OCCUPATION**

Not more than a total of 2 persons times the number of bedrooms shall be allowed to stay or reside in a house or unit.

## **2. LOCAL AUTHORITIES**

### **2.1. MOGALE LOCAL MUNICIPALITY**

The Council for the Homes Haven area comprises elected members as well as members nominated by the local councils. Mogale local municipality is responsible in our area for the provision of water, electricity, and supplies (infrastructure and utilities) as well as for the reticulation and disposal of sewerage and refuse.

As an owner in the Estate, you contract and pay directly to the local municipality for your refuse and assessment rates. The consumption of water and electricity are billed through pre-paid meters.

## **3. THE HOMEOWNERS' ASSOCIATION**

The residential Estate has its own independent Homeowners Association (HOA) known as Cradle Ridge Estate Homeowners' Association NPC RF (CREHOA)

### **3.1. YOUR ASSOCIATION**

YOU, as an owner, together with other owners, comprise the only membership of the CREHOA - it is YOUR association. At the end of the day, therefore, the CREHOA operates at the behest of the homeowners, provided most owners agree in principle and pay their dues.

The CREHOA is an association of all purchasers (i.e. homeowners) to which is assigned the job of managing and running the Estate for the benefit of all. The members of staff and contractors employed by the CREHOA are dedicated to their jobs in serving you and they require your friendly cooperation to succeed. Your respect for them at all times will always be in the best interests of the Estate as a whole.

Its registered Memorandum of Incorporation (MOI) ("constitution") legally binds the Association and its operation, which lays down all definitions, procedures, and regulations. A copy of the MOI can be obtained from the managing agents. It is a legally registered

Association not having a share capital- i.e. it is a Section 21 COMPANY not for profit/gain - it therefore does not pay dividends and does not distribute assets to its members.

Then, finally, please bear in mind that the CREHOA, with the help of the managing agents and Estate Manager, administers the finances and the day-to-day running of the Estate and maintains it for the future.

### **3.2. MEMBERSHIP**

With the purchase of a unit (i.e. a stand or a dwelling) comes obligatory membership of the CREHOA which confers one vote per unit. Multiple ownership (joint ownership, trust, close corporations, companies, etc.) are required to nominate only one party as “the voting member”. Owners cannot resign their membership of the CREHOA.

### **3.3. MANAGEMENT OF THE ASSOCIATION**

The Association is run by its own members. Being a registered company, the Directors are elected by the members at the Annual General Meeting.

The laid down business of the Association is, via the Board, to:

- Control, manage and administer the Estate and to maintain the common property.

In furtherance of this the Board may:

- Hire, contract, or assign officials or firms to carry out services,
- Raise funds by way of levies to accomplish their duties,
- Appoint individuals or committees as required for advice and assistance,
- Make rules to regulate the conduct of members for the benefit of all,
- Impose financial and other penalties for non-compliance.

The Board's aim is to establish, nurture and maintain a culture of a cooperative, happy, and unique lifestyle in the Estate, all the while properly and efficiently running the day-to-day functions and maintaining and improving the value of the properties. The Board sets the policy, and it appoints staff to carry out that policy and to physically perform the day-to-day running of the Estate. The Board receives no reward, money, or remuneration for their efforts.

### **3.4. LEVIES**

#### **3.4.1. THE BUDGET**

The funds required to run and operate the entire 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 and calculation of the levy.

#### **3.4.2. PAYMENT**

Levies are invoiced in twelve monthly instalments and **PAYMENT IS DUE IN ADVANCE** by the 1<sup>st</sup> of each the month as stipulated in the MOI. 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. Since timeous levy payments are required timeous to meet obligations, the late receipt of payments is detrimental to the financial interests of the Estate. **Therefore, late payment of levies is surcharged with interest as resolved by the Directors of the CREHOA.** When owners are going away, they should arrange for the advance payment of levies to meet the due dates.

Non-payment of the invoiced levy amount and any deductions there from may not, under any circumstance, be made by homeowners to offset against 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 homeowners and residents – i.e. YOU!

It is **HIGHLY RECOMMENDED THAT LEVIES BE PAID BY DEBIT ORDER.** This can readily be arranged via the CREHOA managing agents.

Where any amounts are outstanding by a homeowner to the Estate, the CREHOA reserves the right to suspend certain Estate services to such homeowners, including but not limited to:

- 3.4.2.1. Their ability to generate visitor access codes,
- 3.4.2.2. Estate access by their contractors,
- 3.4.2.3. Estate access by their domestic and garden workers,
- 3.4.2.4. Estate access by delivery services for such homeowners.

### **3.4.3. RESERVES / COMMON PROPERTY**

In all residential community developments, there is the on-going requirement for maintenance and renewal, as and when necessary, of common property (security fence, gatehouses, water tanks, Estate offices, etc.) and of general utilities (roads, storm water drainage, etc.).

In freehold areas this is the responsibility of the individual owner for his/her direct cost.

The Reserve Fund is included in the levy to cover these future planned maintenance items and renewals, whereby a reasonable (small) amount is collected each year towards meeting expected (large) expenditure in the future. This is all based on a planned schedule.

## **4. SERVICES / FACILITIES**

### **4.1. 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 ongoing basis. However, as with any house in any suburb of any town in the country, no guarantee can be given that all services operate fully throughout every 24 hours year in and year out. Outages and municipal “shedding” (of electricity and/or water) do occur, and such temporary inconveniences do not empower members to reduce required payments to the local authority, nor to reduce levies to the CREHOA.

### **4.2. WATER AND ELECTRICITY**

See Section 3 - LOCAL AUTHORITIES

Outages should be reported to the Estate management agents who will in turn report directly to the Mogale Local Municipality (where applicable).

### **4.3. REFUSE**

See Section 3 - LOCAL AUTHORITIES

Each household is required to provide a standard 240L “wheelie” rubbish bin placed in a suitable position not visible from the street or by neighbours. Rubbish bins are required to be placed at the edge of the road by each household early on collection days. Information on the specified days for refuse collection in different areas is available from the Estate Manager’s Office. It is not permitted to burn household or garden refuse on the Estate.

#### **4.4. SEWAGE DISPOSAL**

See Section 3 - LOCAL AUTHORITIES

#### **4.5. SECURITY**

The Estate and residential areas - are covered by contracts between a single security company and the Managing Agents. The Estate is proud of their security arrangements of electrified walls, controlled and guarded access gate and patrol guards. Various electronic access control measures are used to control movement of all individuals and companies through the gates and booms.

Access to the Estate by biometric screening (subject to change depending on the security systems being implemented by the Estate at the time) is limited to residents, registered domestic staff and other authorized and security-cleared persons. All access to and from the Estate must be by biometric fingerprinting, facial recognition, or by signed standard entry slip (whichever method applies).

It must be remembered that there are many persons, other than residents who, of necessity, must enter the Estate including gardening workers, building contractors' staff, delivery people, repair service men and others. It is therefore essential that security consciousness should always be maintained. Security is a shared responsibility. 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 when it is seen or suspected via the official Estate security WhatsApp channel.

Casual workers are not encouraged to be employed on the Estate, but should they occasionally be required, they must be signed in and out at Security and escorted by the owner to and from gate. Workers, domestic and casual, are not permitted to wander around the Estate.

Visitors to the Estate will require an access code from the homeowner. When visitors arrive unannounced, the guard is under instruction to telephone the residents being visited in order to request permission to allow the visitor's access to the Estate. If the resident is unavailable the visitors cannot be allowed access.

No resident will be allowed to have a “night watchman” living on their site before, during or after building has been completed. A resident may make use of an accredited security company (with prior approval of the CREHOA) to post a security officer on the premises at the owner's expense.

#### **4.6. DOMESTIC WORKERS**

Every domestic worker, prior to being engaged to work in the Estate, must be registered by the owner with Security via the Estate Manager’s office and will be added to the system for biometric access. When a domestic employee is discharged the owner must immediately inform the Estate Manager and the security company to allow cancellation of the access.

#### **4.7. GARDEN MAINTENANCE**

The Estate is laid out in a planned and horticultural designed theme. All common area gardens in open spaces, around gatehouses, islands in the roadways and at community facilities, are maintained by CREHOA at a cost, which is included in the levy. A contractor appointed by the Association can carry out maintenance of residential gardens throughout the Estate. The costs will be administered by the CREHOA and charged via the levy accounts to each owner.

The level of maintenance to residential gardens as carried out under the CREHOA is of a general nature only. Specific details are available from the office. Estate Management meets regularly with the contractor's representative and any problems or complaints regarding the garden maintenance service should be reported to the Estate Manager. It should be noted that trees and shrubs etc. on common property may not be cut down or removed without permission from the CREHOA

No invasive plants may be planted in the Estate.

### **5. CONDUCT RULES**

#### **5.1. GENERAL**

Conduct rules for a community development such as ours provides a code by which members may live together reasonably, harmoniously, and without interfering with the other's enjoyment. It is essential that every homeowner, resident, and member of the household reads, understands, and abides by them.

Homeowners are reminded that it is their responsibility to ensure that all their invitees, guests, domestic workers, contractors, and family members also comply with these rules. The CREHOA and the appointed managing agents reserve the right to fine any homeowner in accordance with the statement above.

Whilst all the rules are important, attention is drawn to the following broad points, which require careful consideration:

- The Architectural & Aesthetics Design Rules document,
- Building plans must be done by a fully qualified architect (B.Arch. or M. Arch degree),
- CREHOA approval is required for any exterior alterations to existing properties,
- Pets (number of and roaming dogs, fouling of property),
- Speed limits (30 km/h),
- All properties to be kept neat (grass cut and no objects or rubble to be left out),
- Roads and sidewalks to be kept clear of cars and building materials,
- Selling or letting of property (clearance from CREHOA is required),
- Nuisance to others,
- Use of common facilities,
- Washing (may not be visible from the road),
- Fireworks not permitted,
- Rules regarding firearms,
- Business / Trading not allowed,
- Levy payments (In advance by the 1st of month),
- Fines for non-compliance of the estate rules,
- Estate supplied services may be restricted to residents with outstanding levies.

## **5.2. NUISANCE**

- No music or partying may be heard beyond the boundaries of the applicable property between midnight and 8:00 am.
- No owner may permit unreasonable noise, odorous or disturbances on their property at any time.
- All vehicles must have designated garages / carports on each property. Vehicles are not permitted 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.
- No generators allowed.

### **5.3. RECREATION**

On the Estate there is an enclosed communal park comprising a children's play area, BMX track, kick-about-area, and braai facilities available for use by the residents subject to the CREHOA's rules.

Parties must be conducted with minimal noise generation. No music or partying may be heard beyond the boundaries of the applicable property between midnight and 8:00 am. Contravention leading to complaints will be punishable by a fine, see document titled Cradle Ridge Estate Fines & Fees Schedule. Repeat offenders may face legal action and application to remove undesirable residents from the Estate premises. Unruly and noisy guests, visitors, and contract workers may be escorted off the Estate and refused future access by security.

### **5.4. DISCLAIMER OF RESPONSIBILITY**

In accordance with the MOI, the CREHOA shall not be liable for any injury to any person, damage to or loss of any property to whomsoever may belong to, upon the Estate, regardless of the cause thereof. Members shall not have any claim or right of action against the CREHOA for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due to them. Members indemnify the CREHOA against all claims in respect of the above.

### **5.5. SELLING / RENTING**

In accordance with the MOI and the Rules of the CREHOA, an owner must obtain consent to sell or rent/lease a property or home or a portion thereof. More specifically, no homeowners may proceed to market or sell their property in the Estate unless all their levies and other dues owing to the CREHOA are all paid up to date, and there are no disputes relating to ownership of neighbour adjacent boundary walls. In addition, all tenants will be bound by the provisions of the MOI and the Rules. A Clearance Certificate must be obtained from the Homeowners' Association prior to the first advertisement being placed and / or the property being placed on the market for sale or rental. Sales and letting agents may only advertise in and around the Estate if approved by CREHOA. Each property may only have one standard estate agent's board (600 x 400 mm in size) neatly displayed on the property at one time.

## **5.6. QUERIES / SUGGESTIONS / COMPLAINTS**

Members should always feel free, through the Estate Manager, to make suggestions or raise any queries regarding anything to do with the Estate. The Office is always willing to assist with reasonable enquiries. 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 by email (manager@cradleridge.estate) to the Estate Manager, whereafter appropriate action will be taken or the problem suitably explained. In circumstances regarding perceived fears or security concerns, an interview may be requested with the Estate Manager.

Your Board encourages the bringing out into the open of any problems rather than members seeking private opinion or advice from possibly uninformed residents.

## **6. SPECIFIC GUIDELINES**

### **6.1. PROPERTY MAINTENANCE**

**Common Property** - Gate houses, gates, perimeter fences, communal facilities, and sidewalks are maintained by the CREHOA, and the cost thereof forms part of each homeowner's levy.

**Freehold Houses** - The maintenance of a freehold house both internally and externally including all railings, boundary walls, fencing, and roof is the sole responsibility of the homeowner and is therefore not covered by 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 CREHOA at its discretion may order a contractor to carry out suitable maintenance and charge the owner accordingly.

### **6.2. HOUSEHOLD / APPLIANCE REPAIRS**

General repair of appliances, as well as plumbing and electrical installations in a house or on a stand is the responsibility of the owner.

### **6.3. POST**

A physical street address in the Cradle Ridge Estate is not a valid post address as no deliveries are made. It is essential that a PO Box address is obtained. Post boxes are available at centres in the surrounding areas.

## **7. THE DEVELOPMENT AND ARCHITECTURAL GUIDELINES**

This section highlights certain aspects of the architectural guidelines but must be read together with the “Detailed Architectural Design Rules” for Cradle Ridge Estate. The developers of the Cradle Ridge Estate set out to create a holistic lifestyle, which offers a uniquely South African experience taken through to the smallest detail.

This South African experience is reflected in the way the Estate is presented, from the use of materials, the landscaping, the South African culture, utilising all the natural resources of the site and its locality.

### **7.1. PROPERTY CLASSIFICATIONS**

Each property/eft/dwelling within the Estate will be classified as either “building in progress”, “completed”, “vacant stand”, or “abandoned/legal issues”.

Certain rules and/or restrictions may be imposed depending on the property classification:

#### **7.1.1. BUILDING IN PROGRESS**

Construction of any kind (new or additions to existing properties) will only be allowed to where the Estate Manager has changed the property classification to “building in progress”. Several requirements are to be met before property classification can be changed:

- 7.1.1.1. Required approvals should be obtained,
- 7.1.1.2. Aesthetics Committee sign-off is required,
- 7.1.1.3. Building deposit, or Curb Fee 2 should be paid,
- 7.1.1.4. Land surveyor certificate is required,
- 7.1.1.5. Water connection should be established,
- 7.1.1.6. Refuse removal “skip” bin should be on-site,
- 7.1.1.7. Screened off toilet should be available on-site.

The following Estate services are only available to properties with a “building in progress” classification:

- 7.1.1.8. Access to the Estate by construction vehicles such as TLBs, etc,
- 7.1.1.9. Access to the Estate by construction delivery vehicles,
- 7.1.1.10. Ability for the property owner to allow contractor builders to work on their property.

#### **7.1.2. COMPLETED (OCCUPIED / VACANT)**

Only where the property classification is “completed”, the following Estate services will be available to residents:

- 7.1.2.1. Issuing of visitor access codes,
- 7.1.2.2. Registration of domestic workers, allowing access to the Estate,
- 7.1.2.3. Registration of garden workers, allowing access to the Estate,
- 7.1.2.4. Issuing of short-term contractors (e.g. a plumber),
- 7.1.2.5. Deliveries received by security at the gate, or
- 7.1.2.6. Issuing of delivery services access codes.

#### **7.1.3. VACANT STAND**

Where the property classification is “vacant stand”, only the property owner will have access to the Estate. Access for contractors, and other services providers will have to be arranged by means of contacting the Estate Manager via email on: [manager@cradleridge.estate](mailto:manager@cradleridge.estate).

All open boundaries of vacant stands to be enclosed by means of a site fence/netting, see 10.2.3 for more information.

#### **7.1.4. ABANDONED / LEGAL ISSUES**

Where the property classification is “abandoned/legal issues”, only the property owner will have access to the Estate. Access for contractors, and other services providers will have to be arranged by means of contacting the Estate Manager via email on: [manager@cradleridge.estate](mailto:manager@cradleridge.estate)

## **8. DESIGN REQUIREMENTS AND RESTRICTIONS**

### **8.1. REQUIREMENTS**

A design policy of understatement and robustness - owners should endeavour to adhere to design principles which will still be appropriate in years to come.

The following design principle should be applied:

- Decide the message and themes of the architecture,
- Communicate that message clearly,
- Exclude elements that do not contribute to the message,
- Decorative elements and non-functional elements must be eliminated to maintain the integrity of the architectural theme,
- Use of natural materials showing their true textures and colour.

### **8.2. RESTRICTIONS**

- 8.2.1. All services pipes and conducting to be concealed in ducts. No exposed pipes will be allowed on facade surfaces.
- 8.2.2. No artificial cladding i.e. Concrete replica stonework and rocks will not be allowed.
- 8.2.3. Only one dwelling for staff and garages per full title site may be erected, provided the land area permits.
- 8.2.4. No wood panel except pre-approved picket fencing or a wood detail as part of a wall design or wire fencing will be allowed.
- 8.2.5. No thatch, galvanised or zinc sheet roofs.
- 8.2.6. No razor wire or barbed will be allowed.
- 8.2.7. The use of asbestos is not permitted.
- 8.2.8. No mirror/highly reflective glass may be used in external windows or in garage doors.

### **8.3. BOUNDARY FENCING**

It is appreciated that the diverse nature of single residential neighbourhoods will lead to a variety of treatments to the street boundary, however, no wooden fencing is allowed.

## 9. GREEN DESIGN AND ENERGY EFFICIENCY

It is the objective of Cradle Ridge Estate that developments within the estate should conform to environmental and energy efficiency design. In line with this, it is a requirement that any development within the Estate should incorporate energy saving systems. Plans will only be approved if such mechanisms have been incorporated and are clearly shown on the drawings.

Solar heating panels, if used, should be incorporated into the building and form part of the basic structure, and should be clearly shown and annotated on the approval plans. All down pipes must match the colour of the wall to which they are fixed. The tank of any geyser must be inside the roof, or, if not in the roof, not visible from the street view. Each homeowner must have one water storage tank ("JoJo tank" or similar) of minimum 2 500 litres capacity connected to the municipal supply for spare capacity. In addition, it is encouraged to also have a second tank of 2 500 litres for rainwater harvesting which may be used for irrigation purposes. All water tank colours must be natural colours (to match dwelling), Dark Grey or Charcoal, and approved by the Aesthetical Committee.

All design should be in line with the Energy Efficient Design Regulation: SANS10400XA

According to this new regulation, which came into effect on 10 November 2011, the orientation and shading of a house should comply with the requirements of SANS 204 Paragraph 4.2 clause 4.2.1 (b).

SANS 204 (paragraph 4.2) refers:

*"Buildings should be orientated approximately true north."*

*"Living spaces should be arranged so that the rooms where people spend most of their hours are located on the northern side of the unit. Uninhabited rooms such as bathrooms and storerooms can be used to screen unwanted western sun or to prevent heat loss on the South Facing facade. Living rooms should ideally be placed on the Northern side"*

*"The longer axis of the dwelling should be orientated so that it runs as near East/West as possible"*

## 10. CODE OF CONDUCT

### 10.1. GENERAL RULES AND REGULATIONS

- 10.1.1. The objective of Cradle Ridge Estate is the provision of a high-quality lifestyle for residents, and the intention of these rules is for the protection of this lifestyle.
- 10.1.2. Happy and harmonious community living is achieved when residents use and enjoy the private property as well as the public areas of the Estate.
- 10.1.3. In respect of the interpretation of these rules, the decision of the CREHOA directors is final and binding.
- 10.1.4. A maximum speed limit within the estate is 30 km per hour.
- 10.1.5. No parking, partly or fully, is allowed on roads, sidewalks, or in no parking zones. The only exception for sidewalk parking is when the homeowner is hosting a social event with many guests, provided that no foliage or grass is damaged when parking on the sidewalk.
- 10.1.6. Each owner will maintain their erven in a clean and tidy condition to the satisfaction of the CREHOA.
- 10.1.7. No landscaping elements on the sidewalks may be removed or altered without the permission of the CREHOA. Damage to the curb, pavement, traffic signs, lamp posts and other road markings will 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, payable to the CREHOA. **No private boreholes will be allowed.**
- 10.1.8. Every owner has a responsibility to the Estate community to maintain the area between the road curb and the boundary of his property, commonly referred to as the sidewalk. On occupation, the new owner has 30 (thirty) days to clear, level and establish a permanent sidewalk with indigenous landscaping, and paving as per the approved plan.
- 10.1.9. Planting should not interfere with pedestrian traffic or obscure the vision of motorists. Should trees be planted on the sidewalk, owners must liaise with the Estate Manager to prevent trees being planted on top of sewer and water main lines.
- 10.1.10. In the event of non-compliance, the Estate Manager will establish the sidewalk as per the Estate rules and guidelines, and the cost will be deducted from the owner's building deposit (the homeowner will be given one-week prior notice).

- 10.1.11. It is understood that each homeowner will be responsible for the conduct of their visitors, domestic workers, gardeners, and contractors at all times. Fines for infractions by the before mentioned will be levied against the monthly levy account of the homeowner, payable to the CREHOA.
- 10.1.12. No refuse may be dumped on the street unless in a bin, and on those days scheduled for removal by the Local Authority.
- 10.1.13. All yards and washing lines to be adequately screened from the street and neighbours.
- 10.1.14. The use of fireworks is always prohibited in the Estate.
- 10.1.15. The use of, or threats made using, a firearm for purposes other than self-defence or emergencies will be met with criminal charges. The perpetrator will be fined as per the document titled Cradle Ridge Estate Fines & Fees Schedule. Non-payment may result in legal action.
- 10.1.16. The use of petrol and diesel garden equipment such as lawnmowers is prohibited on weekends.
- 10.1.17. By law, the Estate security must always, and without notification to any resident or owner, allow SAPS access to the Estate.
- 10.1.18. All homeowners that are added to and participate in the various WhatsApp chat groups of the Cradle Ridge Estate Community shall at all times be bound by the rules and code of conduct of the chat group.
- 10.1.19. The Cradle Ridge Estate Fines & Fees Schedule amounts may be amended by the CREHOA from time to time by way of director resolution.

## **10.2. PRE-CONSTRUCTION PHASE**

- 10.2.1. Construction of buildings must commence within 24 (twenty-four) months from the date of first registration of transfer of ownership. A maximum extension of 12 (twelve) months may be approved by the CREHOA. Failing the above, a penalty levy as per the document titled Cradle Ridge Estate Fines & Fees Schedule will be levied against the monthly levy account of the homeowner, payable to the CREHOA.
- 10.2.2. All vacant stands must be kept clean by their respective owners. If not, the stand will be maintained by the CREHOA at the expense of the owner.
- 10.2.3. All open boundaries of vacant stands to be enclosed by means of a site fence/netting. Owners can arrange and pay for the enclosure by means of a private contractor of their choosing or, the CREHOA can arrange for the fencing to be erected. The cost, without any markup or additions, will be added to the owner's levy account. Where a vacant stand is not enclosed, any unnoticed dumping/storage and associated costs and fines will become the owner's responsibility. Fencing to be

done on the stand boundaries only as to keep the verges/municipal servitude clear. Gates may be fitted to the site fences for ease of access, but it is highly recommended that such gates be locked to prevent unwanted access.

- 10.2.4. Where the owner gives a neighbour or contractor written permission to store materials on their vacant stand, the neighbour / contractor must take full responsibility for the maintenance and cleaning of the stand used. Once the stand is vacated, all materials and rubble must be removed from the stand, and the stand must be left clean and neat.
- 10.2.5. The construction of new dwellings/improvements/additions must be completed in accordance with the approved building plan within 12 (twelve) months from the date that earthworks are commenced. A maximum extension of 12 (twelve) months may be approved by the CREHOA. Failing the above, a penalty levy as per the document titled Cradle Ridge Estate Fines & Fees Schedule will be levied against the monthly levy account of the homeowner, payable to the CREHOA.
- 10.2.6. One of the three occupancy certificates issued by the City Council must be provided to the CREHOA via the Estate Manager as well as copies of the following documents:
  - the engineer's certificates for the foundation, structure, the slab, and the roof,
  - the gas certificate (if applicable),
  - glass certificate,
  - electrical compliance certificate,
  - plumbing certificate.before the Aesthetics Occupancy Certificate by the CREHOA will be issued or the building deposit will be refunded.
- 10.2.7. All existing trees, not interfering with proposed structures, must be protected during construction. If existing trees are damaged, the CREHOA may impose fines of up to the maximum as per the document titled Cradle Ridge Estate Fines & Fees Schedule. Trees may only be removed with the written consent of the CREHOA.
- 10.2.8. The contractor will provide the Estate security with the names and ID documents of all the workers of the main contractor and sub-contractors to be employed with each construction project. This list must be updated monthly.
- 10.2.9. The homeowner is responsible for appointing the contractor and takes full responsibility for the conduct of the contractor.
- 10.2.10. Without exception all contractors, or individuals doing any sort of construction work on any stand or part of the Estate is required to be registered with the NHBRC.

### **10.3. CONSTRUCTION PHASE**

- 10.3.1. No construction, including additions to existing properties, will be permitted until all requirements are met and the Estate Manager has changed the Property Classification to “building in progress” (see section 7.1).
- 10.3.2. Prior to new construction, owners must pay the building deposit as set out in the document titled Cradle Ridge Estate Fines & Fees Schedule to the CREHOA in lieu of potential damage to curbs, roads, or pavements during the construction process. On completion of the construction, if no damage has occurred, and all other conditions and requirements are met, up to 70% of this deposit will be refunded to the homeowner. The remainder of the deposit (Curb Fee 1) will be retained for the CREHOA’s road rehabilitation fund.
- 10.3.3. During the construction phase the Estate Manager will monitor the quality of construction and site cleanliness to ensure that the standards are maintained on the Estate. The Estate Manager will not be responsible for the quality control of individual houses unless sub-standard quality poses a risk or infringes on the rights of other homeowners.
- 10.3.4. A temporary site hut or outbuilding for materials and supplies may be erected and must be screened off during the construction of a building. This must be removed immediately after practical completion of construction. The outbuilding must be approved by the Estate Manager.
- 10.3.5. Each owner must endeavour to minimise dust, noise, effluent and any other rubble or waste on sites.
- 10.3.6. Care must be taken that roads or infra-structure in the Estate are not damaged and the owner and contractor will be held responsible for any damage.
- 10.3.7. Construction activity is only allowed during the following hours:
  - Monday to Thursday: 07h00 to 18h00
  - Friday: 07h00 to 17h00
  - Saturday: 07h00 to 13h00
  - No work allowed on Sundays and Public Holidays.

Construction activity times may be amended by the CREHOA directors from time to time by way of resolution. When required, additional “no work days” can be approved by the CREHOA.

- 10.3.8. Construction outside the above hours will only be considered upon written and approved application to the Estate Manager. This application must be submitted at least 24 hours prior to the date of time extension.
- 10.3.9. All contractors and subcontractor's workers must enter the site in an approved vehicle. Casual workers must sign in at security and enter the estate by means of the turnstile gate.
- 10.3.10. All refuse and excess building materials must be removed from the site on a regular basis by means of a "skip" refuse rubble bin provided by the contractor. These bins must be emptied regularly, and full bins will incur a fine as per the document titled Cradle Ridge Estate Fines & Fees Schedule which will be levied against the monthly levy account of the owner.
- 10.3.11. Curbs and sidewalks may not be used as a storage facility for building materials. It is the responsibility of the owner of the stand to clear the sidewalk within one working day of accidental delivery thereon. Owners or Contractors not adhering to this rule will be issued a spot fine and an additional fine could be levied against the monthly levy account of the homeowner. Refer to document titled Cradle Ridge Estate Fines & Fees Schedule.
- 10.3.12. All deliveries of supplies and building materials will be restricted to normal construction hours.
- 10.3.13. Contractors must provide at least one toilet per site for the entire duration of construction which can be chemical or connected to the Estate's sewer system. The toilet must be screened off.
- 10.3.14. Should the contractors transgress the rules of the Estate or display any other unacceptable behaviour, the CREHOA reserves the right to impose penalties, spot fines, and "blacklist" these contractors and refuse them access to the Estate. Neither owner nor contractor or sub-contractor will have any recourse in this matter.
- 10.3.15. The contractor will be responsible for all workers and sub-contractors involved on their building sites.
- 10.3.16. Construction, once commenced, should not be interrupted for more than 7 (seven) calendar days at a time, except for the builders' recess and public holidays, or if an extension was granted by the CREHOA. Where in breach, a fine as per the document titled Cradle Ridge Estate Fines & Fees Schedule will be levied against the monthly levy account of the homeowner for every instance of the infringement.
- 10.3.17. All contractors shall be evaluated and scrutinised by the Estate Manager or Estate Architect. It is required that all contractors working in the Estate be registered with the NHBRC.

10.3.18. "Owner builders" will be classified and regarded as "contractors" until all building activities have been completed. Owner builders are obliged to obey all rules and regulations relating to contractors. This is unconditional and no exceptions will be made.

10.3.19. Once the house is ready for occupation, the owner should pass on the following information to CREHOA:

- Serial numbers of your electrical and water meters,
- Occupation Certificate from Mogale City.

A committee will inspect the property and an inspection certificate will be issued if the committee is satisfied. No occupation will be allowed without an inspection certificate and penalties will be imposed on those to those who proceed with the occupation without the inspection certificate. The house must be built according to the approved plans, no deviations allowed. This extends to all landscaping, finishes and colours. The building in its totality must be visibly complete, neat and free of obvious defects.

#### **10.4. POST-CONSTRUCTION PHASE**

10.4.1. Repair of any damaged infrastructure elements are the responsibility of the owner. This includes curbs, roads, pavements, landscaping, street lighting, sewerage pipes, water pipes, etc.

10.4.2. All building boards must be removed within 7 (seven) calendar days after practical completion.

10.4.3. All building rubble must be removed, and the building sites made neat prior to practical completion.

10.4.4. Each property is required to plant a minimum of 3 (Three) trees, per street boundary, in the road reserve.

10.4.5. When all post-construction requirements are met, the Estate Manager will change the Property Classification to "Completed", which will activate additional Estate services such as issuing visitor access codes (see section 7.1.2).

## **10.5. ADJACENT AND SHARED BOUNDARY WALL OWNERSHIP**

- 10.5.1. The neighbour to erect a shared boundary wall first ("Party A") shall complete the boundary wall in raw bricks without plastering to the adjacent neighbouring side.
- 10.5.2. Party A's side of the wall must be built within the erf boundary. The centre of the wall should be centred on the boundary line of the adjoining stands.
- 10.5.3. The adjacent neighbour (referred to as "Party B") is responsible for the cost of their portion (usually 50%) of the adjacent boundary wall.
- 10.5.4. Both neighbours will plaster and finish off the wall on their side at their own cost during home construction.
- 10.5.5. Until such time as an agreement is reached in respect of the payment amount and period to Party A by Party B, the wall remains the property of Party A. Written consent from Party A is required before any alterations (including plastering, painting and chasing electrical wire or conduits in the wall) can be made to any part of the boundary wall.
- 10.5.6. Foundations for boundary walls must be in accordance with the specifications of a structural engineer.
- 10.5.7. Party A shall obtain a detailed schedule of costs from their builder for the neighbour's portion of the erected boundary wall which includes the reasonable and basic costs of:
  - materials and labour,
  - foundations (excluding excavation),
  - Waterproofing, but only where necessary for the neighbouring property.
  - Profit and project management fees on the wall may not be included.
- 10.5.8. Party B is required to reimburse Party A for the portion of the boundary wall adjacent to their property. The requirements applicable to this are:
  - 10.5.8.1. The amount should be agreed upon by both parties. Additional quotes obtained by Party B from the supplied detailed schedule can be used to derive such amount.
  - 10.5.8.2. Where parties cannot agree on an amount, a third party building professional (architect, project manager, quantity surveyor, etc.) can be appointed to determine the liability of each party in respect of the wall costs. In such case, both parties will be bound by the final

decision of this professional and the cost of the professional shall be shared equally between Party A and Party B.

- 10.5.8.3. Payment arrangements should be made between Party A and Party B, and this payment period cannot exceed 12 (twelve) months from date on which Party A provided Party B with a statement of costs due for the wall.
  - 10.5.8.4. Where applicable, the CREHOA reserves the right to require Party B to pay their boundary wall portion due to Party A as part of their building deposit to be held by CSI Property Management before permission to commence construction is given to Party B.
  - 10.5.8.5. No property within Cradle Ridge Estate may be transferred until Party B has paid for its portion of the shared boundary wall as described above.
- 10.5.9. The CREHOA reserves the right to fine either party if their portion/side of the boundary wall does not comply with aesthetics rules as set out in this or any other official CREHOA documents.
- 10.5.10. The boundary wall lay-out pattern must be erected according to the HOA's prescribed 3-meter-long panel lay-out. The panels must be connected with masonry butterfly double triangle wall ties.
- 10.5.11. The Estate Manager will do an inspection to approve the boundary wall and its final construction.

## **10.6. OPERATIONAL PHASE**

- 10.6.1. Maintenance and upkeep of common areas are the responsibility of the CREHOA.
- 10.6.2. Homeowners are required to maintain the exteriors of their houses, their walls and their gardens to the high standard expected in the Estate (See section 7).

## **10.7. ADDITIONS PHASE**

- 10.7.1. Prior to additions to existing properties, owners must pay a fee (Curb Fee 2) to the CREHOA's road rehabilitation fund. The amount as per the document titled Cradle Ridge Estate Fines & Fees Schedule.
- 10.7.2. Approval is also required when an owner wishes to make any changes to the approved aesthetics. The approval process is as follows:

- 10.7.2.1. Before any construction may commence, a proposal needs to be submitted to the Estate CRE Aesthetics Committee for approval hereof to ensure compliance with the Estate Architectural Guidelines.
- 10.7.2.2. If alterations have been made without approval, penalty fees can be imposed at the discretion of Estate management / CREHOA with written notice.
- 10.7.2.3. The proposal should include a site plan, floor plans, elevation, and 1 cross section. These should indicate all existing structures (in grey) as per original approved plans and all new structures proposed for approval (indicated in relevant colour).
- 10.7.2.4. Finishes should be clearly indicated on plans of the new structure, accompanied by a finishing schedule (sample image, manufacturer specification of product). This is required for approval.
- 10.7.2.5. Along with the submission, invoice details should be provided as a scrutiny fee is payable to the Estate Architect upon submission of the plans for alterations.
- 10.7.2.6. The scrutiny turnaround time is between 1-7 working days.
- 10.7.2.7. If applicable and once the plans have been approved by council, the final digital copy can be sent to the CRE Aesthetics Committee where the Estate Architect will then stamp and sign the plans digitally.
- 10.7.2.8. Signed plans require at least one printed copy to be signed-off by the Estate Manager and another representative at the Estate office.
- 10.7.2.9. If required, the plans can be submitted to Mogale City for approval prior to construction.

Visit the Cradle Ridge Estate online portal at <https://www.cradleridge.estate> for contact information of relevant parties.

## **10.8. PETS AND ANIMALS**

The local by-laws relating to pets/animals apply, so please ensure that you are aware of the regulations.

- 10.8.1. No household may keep more than three small dogs and/or cats or two large dogs on the property.
- 10.8.2. No poisonous, exotic, or undomesticated pets allowed.

- 10.8.3. All cats brought onto the property must be spayed or neutered. The CREHOA may request proof of this.
- 10.8.4. Every cat and dog must have and wear a collar with a tag indicating contact details of the owner. Pets found on the Estate with or without identification tags may be impounded and handed over to the local SPCA. The owner will be responsible for the collection and payment of any costs incurred.
- 10.8.5. No live poultry, pigeons, wild animals, reptiles, livestock or similar may be brought onto, or kept on the Estate, at any time. In addition, homeowners or tenants may not establish or maintain aviaries, catteries, or kennel facilities.
- 10.8.6. No pet is allowed to roam the streets and all dogs must be kept on a leash in all public areas. Owners of pets must ensure that cyclists, walkers, joggers, pedestrians as well as other pets are not attacked, traumatised, or harassed and that no nuisance or disturbance is caused to neighbours or other residents at any time of the day or night.
- 10.8.7. Should any excrement be deposited in a public area or on the pavement of other owners, the immediate removal thereof shall be the responsibility of the Owner/walker of the pet.
- 10.8.8. Contravention of Municipal Dog By-laws:
- Subject to provisions to the contrary in these by-laws or any other by-laws, no person shall bring or allow in any public place any dog that:
- 10.8.8.1. is wild, dangerous, or ferocious, or
- 10.8.8.2. is in the habit of charging at or chasing people, vehicles, animals, fowls, or birds outside the premises where the dogs are kept, or
- 10.8.8.3. is a female dog on heat.
- 10.8.9. No person shall, without reasonable cause:
- 10.8.9.1. Set a dog on any person, animal, or bird, or
- 10.8.9.2. Permit any dog under his supervision or in his custody to attack or terrify any person, animal, or bird. In the event that a dog has attacked another person or dog, the CREHOA reserves the right to insist that the dog be removed from the Estate.
- 10.8.10. No person shall keep a dog that:
- 10.8.10.1. Creates a disturbance or nuisance, or
- 10.8.10.2. Suffers from a contagious disease.

10.8.11. In the event that a dog causes an unreasonable disturbance to other residents the course of action is to:

10.8.11.1. Bring the complaint to the attention of the owner of the dog/s

10.8.11.2. If the problem is not resolved, Residents reserve the right to report the disturbance to the municipal authorities and/or the SAPS.

10.8.12. The CREHOA or Estate security will not intervene in a dog barking issue, where the issue has not first been dealt with directly between the complainant and the dog owner.

10.8.13. No person may inflict physical cruelty on a pet or subject it to violence.

10.8.14. Should valid complaints from other residents be received by the CREHOA, the CREHOA reserves the right to request the owner of any nuisance pet to remove this from the Estate.

## **11. ESTATE ARCHITECT**

The details of the appointed Estate Architect and Aesthetics committee can be obtained from the Estate Manager or by visiting the Cradle Ridge Estate's online portal at:

<https://www.cradleridge.estate>

## **12. LEGAL ASPECTS**

The legal aspects regarding the estate are meant to enhance the secure living conditions and will therefore focus on aspects of good neighbourly practices and behaviour.

Legal aspects with regard to the maintenance, use and behaviour on public and private areas will also be addressed.

Aspects in this section includes:

- open spaces,
- use of roads and open spaces,
- ownership and management of roads and common areas,
- insurance of open spaces,
- reconstruction of improvements,
- construction and maintenance of roads,
- injury.

### **12.1. OPEN SPACES**

All public spaces (such as the enclosed communal park) shall be owned and maintained by the CREHOA for the use, benefit, and enjoyment of all the residents of the Estate. This however does not override any of the conditions and/or regulations contained in this document.

### **12.2. USE OF ROADS, SERVICES AND OPEN SPACES**

Each owner is hereby granted and irrevocable, non-exclusive right to use the roads and open spaces subject to the provisions of this document and all rules promulgated by the CREHOA. It is solely for owners, their family members, and guests. It is not for the benefit of the general public and these rights of use terminate automatically upon a homeowner no longer owning a property in the Estate and thereby ceasing to be a member of the CREHOA. In the event of a corporation, partnership, trust, or other such entity being a homeowner, then such entity shall file with the CREHOA a certificate duly executed by such entity designating one family member as the representative of the entity.

### **12.3. OWNERSHIP AND MANAGEMENT OF ROADS AND COMMON AREAS**

All roads and public spaces in the Estate belong to the CREHOA. The CREHOA shall exercise all rights of ownership of the open and communal spaces including, without limitation, the right to reserve or grant further servitudes upon (or under) any part of the open spaces. The CREHOA shall administer, manage, operate, maintain, repair, and replace as necessary, all the open and communal spaces as well as any improvements thereupon.

The CREHOA may promulgate rules and regulations and can hereafter modify, alter, or amend any rules and regulations with regard to the enjoyment of the open and communal spaces, subject to a perpetual servitude for government/municipal services to the Estate.

#### **12.4. INSURANCE OF OPEN SPACES**

The CREHOA shall obtain and maintain policies of insurance providing coverage for the open and communal 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, windstorm, water, or storm water.

Additional insurance will be obtained and maintained against:

- Comprehensive liability
- Floods
- Fidelity insurance against dishonest officials, directors, and employees of the CREHOA

Particulars regarding the aforementioned to be determined by the CREHOA. Notwithstanding the above, specific cover may vary depending on the insurance policy in place at the time.

#### **12.5. RECONSTRUCTION OF IMPROVEMENTS**

The CREHOA will promptly repair and reconstruct damaged improvements on open and communal spaces in accordance with how such improvements were originally constructed immediately prior to such damage.

#### **12.6. MAINTENANCE OF ROADS**

To be administered by the CREHOA.

#### **12.7. INJURY**

The CREHOA cannot be held liable in any way whatsoever for any injury of any kind suffered by a resident of the Estate, his family or guests while using the roads, open spaces, and amenities of the Estate.

## ANNEXURE A – TREES AND PLANTS

Recommended list of indigenous trees and plants to be used:

No	Common Name	Nat No	Afrikaans Common Name	Botanical Name	Ever Green	Deciduous
1	White Stinkwood	39	Wit Stinkhout	Celtis Africana		X
2	Monkey Thorn	166	Aoiesdoring	Acacia Galepinii		X
3	Karoo Sweet Thorn	172	Soetdoring	Acacia Karoo		X
4	Paperbark Thorn	187	Papierbasdoring	Acacia Sieberiana		X
5	Umbrella Thorn	188	Haak-en-Steek	Acacia Tortilis		X
6	Fever Tree	189	Koorsboom	Acacia Xanthophloea		X
7	Weeping Boer Bean	202	Huilboerboom	Scotia Brachypetala		X
8	Weeping Wattle	215	Huilboom	Peltophorum Africanum		X
9	Common Coral Tree	245	Gewone Koraalboom	Erythrina Lysistemon		X
10	Cane Chestnut	256	Wilde Kastaiing	Calodendrum Capense		X
11	Natal Mahogany	301	Rooi Essenhout	Trichilia Emetica	X	
12	Karee	388	Karee	Rhus Lancea	X	
13	Common Wild Currant	392		Rhus Pvroides	X	
14	White Caree	398	Wit Karee	Rhus Pendulina	X	
15	Buffalo Thorn	447	Blinkbaar Wag-n-Bietjie	Ziziphus Mucronata		X
16	Common Wild Pear	471	Drolpeer	Dombeya Rotundifolia		X
17	Pompon Tree	521	Kanabas	Dais Cottonifolia		X
18	River	538	Vaderlandswilg	Combretum Ervthrophullum		X
19	Water Berry	555	Waterbessie	Svzygium Cordatum	X	
20	Wild Olive	617	Olienhout	Olea African.	X	
21	Sausage Tree	678	Worsboom	Kigelia Africana		X
22	Coast Silver Oak	724	Bosvaalbos	Brachylaena Discolor	X	

**The following design aspects will be closely supported.**

1. A fresh, diverse, and unique architecture.
2. The requirements from each owner honestly applied and not reflected in one of the pseudo international style moulds.
3. The use of natural and raw materials.
4. The placing of the houses as close as possible, to the street. to create a street edge denoting the public domain and thereby freeing up the remainder of the site as the private domain of the owner.
5. Covered patios are encouraged.
6. Protective porches at the front doors which are functional are encouraged.
7. Orientation to North or North-east

## ANNEXURE B – CRADLE RIDGE ESTATE FINES & FEES SCHEDULE

The fines as stated below may be amended by the CREHOA from time to time by way of Director resolution.

Fine	Description	Amount
Recreation	Noise disturbance between midnight and 8am	R 1 500,00
Building Deposit	New construction, 70% refundable	R 10 000,00
Curb Fee 1	New construction, 30% taken from building deposit	R 3 000,00
Curb Fee 2	Additional construction at existing house	R 1 500,00
Firearm Infringement	Recreational use or threatening persons	R 2 500,00
Vacant Stand	No construction started within 24 months. Monthly fine	R 1 500,00
Construction Period	Not completed within 12 (twelve) months. Monthly fine	R 1 500,00
Removal of Trees	Fine per tree removed without CREHOA approval	R 5 000,00
Full Rubble Bin	Building rubble (skip) bins left full on a site, daily fine of:	R 500,00
Contractor Spot Fine	Estate Manager can issue spot fines to the maximum of:	R 2 500,00
Seven Days Rule	Construction cannot be suspended for more than 7 days <sup>1</sup>	R 750,00
Scrutiny Fee	Estate Architect's submission of the plans for alterations fee	R 1 500,00
Other Fines	First offence - Written warning	R -
	Second offence	R 2 500,00
	Third offence	R 5 000,00
	Fourth and further offences	R 10 000,00

- Contravention of construction activity related fines - R2 500 per contravention and thereafter R500 per day.
- Penalties for deviation from any Architectural Design Rule, approved Aesthetical Committee plan or approved Local Authority plan is R 5 000,00 as spot fine together with R 1 500,00 per day. Penalties will be imposed on the levy account of an owner automatically and without lengthy communications or discussions. Only one notification will be sent by e-mail to an owner.
- Plan Approval fees on submissions (per stand):
  - o A plan approval fee of R5 500,00 per house
  - o Structural engineer review fee R1 200,00 (if applicable).
- Approval Fees for amendments and additions:
  - o Submission fee for amended plans: R 1 500,00
  - o Submission fee for additions to an existing house: R 1 500,00

All Fees can be paid directly to the relevant professionals or the CREHOA, but proof of all payments must be provided to the CREHOA via the Estate Manager.

<sup>1</sup>Unless an extension is granted, this fine can be imposed every 7 days.

\*Please note that some external providers might add VAT to their fees.