



HERON BANKS GOLF & RIVER ESTATE

MANAGEMENT & CONDUCT RULES

28 February 2011

1. INTRODUCTION

- 1.1 Owners and occupiers of units/stands in Heron Banks Golf and River Estate enjoy a unique lifestyle in an environmentally rich countryside of lush landscaping and water.
- 1.2 Estate living does however call for certain restraints and owners and occupiers must at all time consider the rights and privileges of other owners and occupiers.
- 1.3 The Estate Rules are for the protection and reinforcement of this lifestyle and your capital investment.

2. LEGAL STATUS

- 2.1 These rules have been established by the directors in terms of the Memorandum of Association and Articles of the Heron Banks Golf and River Estate Homeowners Association ("HOA").
- 2.2 Notwithstanding any provision contained herein, the provisions of any law, by-law, regulation or proclamation issued by the Local Authority or any other competent authority shall prevail and shall without exception or limitation be observed by all members, their agents, representatives, contractors and sub-contractors.
- 2.3 All owners are obliged to comply with the Estate rules.
- 2.4 The registered owner or occupier of every property within the estate ("the owner"), is responsible for ensuring that all members of his family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, also comply with the Estate rules.
- 2.5 The directors shall have the right in the event of a breach of a rule by an owner, his family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, (and without any notice should the directors in their discretion deem that no notice is warranted) to take such action against the defaulting owners as they deem fit on behalf of the HOA, including but not limited to:
 - 2.5.1 Remedying of the breach at the defaulting owner's cost, and/or
 - 2.5.2 Imposition of a fine as the directors deem appropriate; and/or
 - 2.5.3 Removal of the defaulting owner from and the barring of his access to the Estate.

3. AMENDMENTS

- 3.1 Particularly in a developing Estate, rules will need to be added to, amended or repealed in accordance with evolving needs of owners and the Estate.
- 3.2 These rules are therefore subject to change from time to time, and the directors are entitled to add to, amend or repeal the rules as deemed necessary to protect the interests of the developer, the HOA, the common interests of owners and the integrity of the Estate as a whole.

4. GENERAL CONDUCT

In order to preserve and enhance the residential amenity and lifestyle within the Estate, all owners shall at all times behave and conduct themselves in a considerate, reasonable and civilized manner, and shall in particular avoid causing inconvenience or nuisance to other owners.

5. OBLIGATIONS BY THE MEMBERS

Each Member shall:

- 5.1 Maintain its property in accordance with the Guidelines and the HOA rules respectively.
- 5.2 Maintain in a neat and tidy condition and in a state of good repair all Improvements on its property.
- 5.3 Establish and maintain a garden according to the Landscape Guidelines and a standard acceptable to the Management, as well as maintaining the road verge bordering its property.
- 5.4 Be responsible for the maintenance of external and boundary walling to its property, inclusive of regular painting thereof.
- 5.5 Not park any commercial type vehicles, boats, caravans, trailers or any vehicles not in good working order, on any roadway or common area in the Development and such vehicle, boat, caravan, trailer shall be parked on the Member's property so as not to be visible from the street forming a boundary of such property.
- 5.6 Not do or suffer to be done on or in any property anything which, in the opinion of the Directors, is noisome, unsightly, injurious, objectionable or detrimental or a public or private nuisance or a source of damage or disturbance to any Member, tenant or occupier of property in the Development.

- 5.7 Adequately insure the improvements on its property and, if requested by the Management, furnish proof of such insurance to them and, in the event of total/partial destruction, he/she shall, within a reasonable time period, make good such damage or reconstruction in accordance with the original approved plans or, in the event of total destruction in accordance with the Guidelines.
- 5.8 Where the erection of structures for domestic animals or birds or the construction/erection of garden/tool shed is permitted, such structure shall be screened from public view and the animals or birds so housed shall not constitute a disturbance or nuisance to Members or their tenants or occupiers and the Management shall, in their absolute discretion, be entitled to require and/or arrange for the permanent removal from the Development of any animals or birds which, in the opinion of the Management, constitute a disturbance or nuisance.
- 5.9 No member shall conduct or allow to be conducted any business on its property for purposes other than residential unless the Developer has, subject to the Title Conditions, in writing, approved the use to which the property is to be zoned, and the Local Authority has, to the extent that it may be necessary, authorized such use in terms of applicable laws and regulations and there has been full compliance in this regard.
- 5.10 Any member wishing to conduct a business on its property or who wishes to use its property for purposes other than residential shall apply in writing to the Management for permission to do so. The Management shall be entitled in their discretion to refuse such application or to approve the application unconditionally or to approve the application subject to such conditions as the Management deem appropriate.
- 5.11 An application in terms of the foregoing shall contain a full description of the proposed business or usage, including but not limited to:
- 5.11.1 the type of business;
 - 5.11.2 the number of full time and/or part time staff;
 - 5.11.3 the time and duration of the business operation, including the number of days per week;
 - 5.11.4 the project growth of the business;
 - 5.11.5 whether any alteration to the existing Improvements is proposed;
 - 5.11.6 in which portion of the Improvements the business activity is to be located;
 - 5.11.7 the number and type of vehicles which will be regularly involved in the business operation;
 - 5.11.8 the estimated number of visitors per week resulting from the business operation;

- 5.11.9 the estimated number of deliveries necessitated by the business operation;
 - 5.11.10 the provisions to be made for parking; and
 - 5.11.11 The likely impact of the business operation on neighbouring properties and the neighbourhood in general.
- 5.12 The Management shall not approve any such application unless they are satisfied that the application complies with the following:
- 5.12.1 the business operation will not detrimentally alter the character of the neighbourhood or affect the privacy and rights of neighbours;
 - 5.12.2 the number of employees involved in the running of the business operation will not exceed 2 (two);
 - 5.12.3 the Member will reside permanently on the Property in respect whereof the application is made;
 - 5.12.4 Members who are effected by the application are in agreement therewith;
 - 5.12.5 adequate provision has been made for parking within the Property and the landscaping of the Property will be suitable for the type of business contemplated and that no parking of vehicles off the Property within the Development will result from the business operation;
 - 5.12.6 the granting of the application will not have any significant effect on the density of traffic in the Development;
 - 5.12.7 non-residents will not be afforded uncontrolled access into the Development;
 - 5.12.8 no signage will be erected; and
 - 5.12.9 the hours of the business operation will be confined to between 08h00 and 18h00 on weekdays and no business will be conducted on Saturdays, Sundays and proclaimed public holidays.
- 5.13 Should any member to whom permission has been granted for the conduct of a business change any aspect of such business then such member shall submit a fresh application in accordance with the provisions hereof to continue such business.
- 5.14 No member to whom approval has been granted shall be entitled to erect any sign or advertisement on its property or on any of the common areas in the Development in connection with such business, save with the approval of the Association.
- 5.15 The Directors shall not at any time or under any circumstances be entitled to approve the use of property for the supply of temporary accommodation for consideration.

- 5.16 No member shall permit the number of occupants of its property to exceed 2 (two) persons per bedroom. The word “occupants” shall include but shall not be limited to any person who resides or stays on or in such property on a regular or occasional basis irrespective of whether such person is related to or is financially dependant upon the Owner or whether such person pays rental or gives any other form of consideration in respect of such property or any portion thereof.

6. SECURITY AND PROTECTION

- 6.1 Security is an important feature of Heron Banks Golf and River Estate and owners must at all times assist and comply with the security systems and procedures implemented on the Estate, particularly with regard to access control.
- 6.2 The perimeter security, patrols, and access controls, serve as deterrent and detection factors only and do not guarantee an intrusion-free Estate, although the utmost care will be taken to ensure a high level of security.
- 6.3 Ongoing improved security systems and management will be put in place, and owners will be informed accordingly. Owners, their visitors and employees must adhere to security procedures and respect the security personnel's job role. Security guards shall not be abused nor obstructed from performing their functions. All complaints must be addressed to the Estate Manager or applicable management.
- 6.4 More specific and detailed rules for security and protection will be established from time-to time.

7. ROADS AND TRAFFIC

- 7.1 As the roads, traffic islands, and sidewalks are used by everyone, extreme care must be taken by drivers to ensure the safety of all users. Golfers and pedestrians will be crossing the streets at designated points and drivers should approach these with caution. Golfers and pedestrians have the right of way. All intersections are to be regarded as being controlled by a 4-way yield sign, unless otherwise posted with stop signs.
- 7.2 The speed limit is 20 km per hour, and the appropriate regulations of the Free-State Provincial Road Traffic Ordinance shall apply.
- 7.3 A vehicle attempting to access the property will be denied access if the said vehicle used has a mass load exceeding 8 tons per axle and/or in the event that the vehicle exceeds 17m in length.

- 7.4 Owners' cars should generally be parked in their garages, and visitors' cars should be confined to an owner's property, and should not obstruct road traffic.
- 7.5 Revving of boats, bikes, cars or other types of engines should be restricted to the absolute minimum necessary and no repairs or reconditioning of such engines or vehicles is permitted in the roads, open spaces or common areas.
- 7.6 Except for regular arrivals and departures, motorbikes are not permitted to drive around the Estate at any time.
- 7.7 Except for bona-fida construction, golf course and Estate maintenance requirements, no quad-bikes or similar are permitted in the Estate.
- 7.8 Golf Carts must be operated responsibly and under the control of a licensed driver at all times with no more occupants than designed for. Any claims that might arise in relation to the use of a privately owned golf cart on the estate will be the sole responsibility of the licensed driver and the registered owner of the privately owned golf cart. The minimum license that is required is a Category A license (125cc motorbike license)
- 7.9 The riding of horses within the Estate or on the golf course is prohibited.
- 7.10 More specific and detailed rules for roads and traffic will be established from time to time.
- 7.11 Adhere strictly to the terms of servitudes granting access to erven.

8. LANDSCAPING AND PROPERTY MAINTENANCE

- 8.1 All horticultural and landscape aspects of the Estate including sidewalks and traffic islands will be managed by the HOA.
- 8.2 Common area landscaping will be maintained by the HOA. This includes grass cutting, edging, weeding and turning over of the beds, pruning of excessive shrub growth and removal of cuttings and dead plants.
- 8.3 In order to create the desired continuity of landscaping, all landscaping must be approved by the HOA in accordance with the Landscape guidelines set forth.
- 8.4 An owner must maintain all aspects of the exterior of his house, fencing, pools and paving, level of upkeep, neatness and tidiness to the satisfaction of the HOA.

- 8.5 To manage the river banks in co-operation and by agreement with the Local Authority.
- 8.6 Ensure that it and its invitees do not damage or destroy trees, vegetation and landscaping in open and common areas of the Development, and that planting on its property does not interfere with pedestrian traffic or obscure the vision of motorists.
- 8.7 Do not erect any structures over the sewerage systems.

9. PROPERTY APPEARANCE

- 9.1 The planning concept for Heron Banks Golf and River Estate is one of openness and visual transparency. Garden areas on both street and golf course sides of any house are therefore open to viewing, and must be kept clear and uncluttered.
- 9.2 The storage of materials, Wendy-houses, tool sheds, boats, windsurfers, trailers, caravans, building materials, bird aviaries, motorcycles, inflatable pools and any other unsightly objects are not permitted in gardens or driveways. In particular, but without limiting the generality of the aforementioned, an owner shall not hang any washing or laundry or any other items that are visible from the road or the golf course over any boundary fence.
- 9.3 Owners are encouraged to keep their garage doors closed whenever possible, for sake of general appearance of the Estate.
- 9.4 Fixtures and other items such as wash lines, air-conditioning ducts, air-conditioning units, swimming pool pumps, satellite dishes, solar heating panels, evaporative cooling radiators, kennels, etc. should be sited as discretely and out of view as possible, and may only be installed subject to prior written approval of HOA.
- 9.5 In the interests of all owners, each owner is required to carry sufficient building insurance cover for his house; so that any major mishap can be repaired and made good.

10. ESTATE APPEARANCE

- 10.1 Owners are requested to leave the open spaces in a clean condition, and to conscientiously dispose of any litter.
- 10.2 No trees or plants in open spaces may be damaged or removed. Owners are requested not to plant any noxious flora in their gardens.

- 10.3 Swimming pool water must be discharged into the sewer drain, and not into any storm water pipe or drain.
- 10.4 All vacant stands in proclaimed townships within the Estate will be maintained by the HOA, and charged to the owner at a cost of approximately R0.21 cents per square meter per interval or otherwise approved by Management. This maintenance will be carried out at predetermined intervals to avoid excessive growth which could become a security and/or fire hazard.
- 10.5 The golf club will maintain the golf course and wetlands within Heron Banks Golf and River Estate. The main Vaal river water's edge will be maintained by the HOA and Golf Club jointly as agreed.
- 10.6 Fishing is not permitted within the wetlands or along the river banks unless specifically demarcated in certain areas pre-approved by both the local authority and the HOA.
- 10.7 No fires, braaing or barbecuing is permitted in open areas or anywhere except on an owner's property or demarcated areas as approved by the HOA.
- 10.8 The unauthorized distribution of pamphlets, flyers etc., is not permitted.

11. ANIMALS & PETS

- 11.1 Pets are permitted at the discretion of the HOA, and such permission may be withdrawn at any time, without reason, justification or liability. Proof that pets have been sterilized and inoculated must accompany the application to house such specific pets; the application will be lodged with the Managing Agent as appointed by the HOA. Any pets which cause a nuisance, or which are not on a controlled leash and have a tag, may be removed from the Estate by the HOA, without further notice.
- 11.2 In view of neighbour proximity and open gardens, pets need to be strictly controlled by owners, both on and off their property.
- 11.3 Every cat and dog must wear a tag with owner's name and stand no. Pets must be on a controlled leash in estate open areas, and must not harass or be allowed to harass other persons, children, cyclists, joggers, or other pets. Dog excrement must be removed immediately by the owner.
- 11.4 Pets are strictly forbidden on the golf course, and in the wetland/dam areas, at all times.

- 11.5 At all times, and particularly at night, pets must not create a disturbance, and should not be left unattended.
- 11.6 The natural fauna on the Estate is to be encouraged and must not be chased or killed by pets, and no catapults, pellet guns, firearms or traps shall be used by any persons on the Estate in an attempt to harm such fauna.
- 11.7. Pets found wandering around the Estate unattended and or without a leash or tag; will be handed over to the local SPCA.
- 11.8 Pets which have not been neutered or spayed may not be kept in the estate. Certificates guaranteeing spaying/neutering are to be submitted to the HOA when asking permission to keep such pet. Should the animal be too young to be spayed/neutered, a certificate proving the spaying/neutering should be handed to the HOA within 6 months of gaining permission to keep the animal. Should such a certificate not be provided, the pet will be removed at the cost of the owner of the pet.
- 11.9 The HOA or its appointed employees shall not be liable for any injury to any pet within the estate, on common property and on driveways.

12. NEIGHBOUR RELATIONS

- 12.1 The reduction of noise, especially in this country environment, must be the aspiration for all residents.
- 12.2 The volume of TV's, music, radios, partying; children and the use of power tools, etc. must be utilized in consideration of other owners. It must also be understood that the HOA and its directors, the Developer, and their agents, are not responsible for "instant policing" of such problems. It is suggested that neighbours and security is notified of imminent parties, or social activities, and that all owners conform to moderate restraints.
- 12.3 No business activity or even hobby, which causes aggravation or nuisance to other owners, may be conducted in the Estate.
- 12.4 No activities are permitted in the open and common areas if they cause nuisance to other owners.
- 12.5 Owners are reminded that their conduct at all times is governed in any event by The Metsimaholo Local Municipality's by-laws which include the following: "No persons shall disturb the public peace in a street or public place, or on private premises by making noises or causing them to be made by shouting, quarrelling, fighting, singing or playing any type of

musical or noise-creating instrument or gramophone, or by means of a radio, loud speaker or similar device, or by riotous, violent or immoral behaviour.”

- 12.6 No fireworks of any kind are permitted on the Estate, the only exception being an approved display by the G&CC or HOA, “No persons shall, except with the written permission of the Assistant Chief protection Services, discharge any fireworks within the municipal boundaries of the council or allow such fireworks to be discharged.”

13. REFUSE

- 13.1 A refuse removal service is provided by the Estate. Information of the times, days and method of removal will be provided.
- 13.2 No refuse, garden spoil, or rubble may be dumped on vacant stands.
- 13.3 Refuse bins must be stored out of site from the road and golf course.

14. SWIMMING POOLS

- 14.1 Swimming pools present an obvious danger to non-swimmers and or children, with many dams, lakes and water features openly accessible, it is recommended that parents take responsibility for their children at all times.
- 14.2 Plans for swimming pools must be submitted and approved by the HOA and The Local Municipality of Metsimaholo, as per any other external building works, before work may commence. Pools must be protected by fences and safety nets or covers at all times.
- 14.3 More specific and detailed rules for the planning and construction of swimming pools will be incorporated within the Architectural and Building rules to be established from time to time.

15. BOATING

- 15.1 The Heron Banks Golf and River Estate Boat Club will manage all aspects of boating within its club structure and in association with The Rand Water Board, Free State Province Nature Conservation and any competent Water use regulatory Authority applicable to Heron Banks, regarding safety and traffic measures.
- 15.2 All boats and boat trailers must be registered with the Boat Club, have identification, and be strictly limited to Boat Club members only. Visitor

or guest boats will not be allowed under any circumstances unless express permission is granted by the Boat Club and or HOA.

- 15.3 The no-wake zone must be adhered to as a safety measure, to reduce noise, and to protect the water's edge from erosion. Excessive revving and motor testing must be kept to the absolute minimum necessary inside the no-wake zone, especially at the river banks and jetties.
- 15.4 No boats are to be beached or tied to the river banks except at the jetty, boat launching area, or to any property other than that of the owner concerned or at the Boat Club.
- 15.5 More specific and detailed rules for the Boat Club and for boat users will be established from time to time.

16. GOLF COURSE AND CLUBHOUSE

- 16.1 The Heron Banks Golf & Country Club (G&CC) will manage and control all aspects of golf (the entire 18 holes), sport, recreation and social activities of its members, clubhouse and facilities, in strict compliance with the guidelines to be supplied by the designer, which will be in accordance with generally accepted standards for this type of development. The Developer or his agent shall act in a supervisory capacity in this regard for a period of 6 (six) months after completion of the Club Course, which supervision shall be done free of charge. The Club shall be responsible for the cost of the maintenance.
- 16.2 If the Association is of the opinion that the Club does not fulfill its obligations in terms of Clause 16.1, it shall in writing advise the Club accordingly. The Club shall then have a period of 3 (three) months to rectify its alleged breach. If the Association, after 3 (three) months is still of the opinion that the Club has not rectify the situation, the Association and the Club shall appoint the original course designer or similar professional, to adjudicate on the matter. Such expert shall act as an expert and not an arbitrator.
- 16.3 Should the parties fail to reach agreement on who to appoint in terms of 16.2 within 7 (seven) days, such expert shall be appointed by the chairperson of the PGA of SA.
- 16.4 Should the expert be of the opinion that the Club is applying the incorrect maintenance techniques to rectify the breach, the expert shall be call upon to give the necessary advice and guidelines to the Club maintenance staff in writing, which shall immediately proceed to apply the advice given and rectify the breach. The expert shall be requested to revisit the Club after 3 (three) months to re-evaluate the situation. Should

the expert thereafter rule that the Club is still in breach, the expert, or someone approved by him, shall be appointed to take over the maintenance of the Club Course to rectify the breach. The Club and the appointee shall agree on a time frame for rectifying the breach. The cost of rectification shall be borne by the Club and payment may be effected from the Club Course maintenance fund to which a percentage of levies is contributed in terms of Clause 16.18 below.

- 16.5 If either party does not agree with the ruling of the expert, the matter will be referred for arbitration, as provided for in the agreement between the developer and the Club.
- 16.6 The fees of the expert in 16.2, 16.3 and 16.4 shall be borne by the Club if found that incorrect maintenance techniques have been applied.
- 16.7 These provisions shall *muntatis mutandis* apply to further phases of the Development.
- 16.8 Although the golf course is a major added-value aspect of every owner's unit/stand, it is a separately owned private property. Limited access is allowed on to the course for those not officially playing golf, by consent of the owner of the golf course and G&CC, confined to:
- 16.8.1 After hours, when play on that part of the course is completed or closed and,
- 16.8.2 The cart and other designated paths and the fringes of the Golf Course
- 16.8.3 Walking, jogging, but strictly no practicing of golf.
- 16.9 The owner of the golf course shall further be entitled to make rules for the flight over and recovery of golf balls from an owner's property, the driving of carts, machinery and equipment necessary for playing golf and the maintenance and irrigation of the golf course including at night. All owners will be bound to observe such rules.
- 16.10 Besides golf, other games and sports are not permitted on the course. No golf practice, or picnicking, or braaing, or despoiling of the course is allowed.
- 16.11 No pets are allowed on the golf course at any time.
- 16.12 No private carts are allowed on the course unless for the purpose of playing golf. Except for authorized maintenance or sales promotional purpose, no vehicles are allowed on the course at any time.

- 16.13 The retrieval of golf balls from any lakes and water features shall be the sole responsibility of the Golf Club management, and homeowners are not permitted to recover golf balls.
- 16.14 Owners shall not hinder or unreasonably disturb golfers whilst playing.
- 16.15 The owners of the golf course, HOA, its directors, officers, employees or contractors shall not be held liable for any loss of life, personal injury or damage to property suffered by any person whilst in or on the Estate or any part hereof arising from the flight of golf balls or from any other cause whatsoever relating to the use of the golf course.
- 16.16 It is recorded that the Club is a member of the Association and subject to the memorandum and articles of association, provided that the Club shall be liable for levies. The Club shall appoint a representative to represent the Club at meetings of the Association or Sub-committee meetings as required.
- 16.17 Each Owner shall become a member of the Club upon transfer of an erf to such owner or third party by the Developer, and shall be liable for the monthly golf course levy contribution as well as the annual Club fees applicable as determined by the Club from time to time. No member shall be entitled to resign as member of the Club.
- 16.18 The initial golf course levy contribution to the Club will be an estimated amount of 29% of the monthly contribution levies of the Homeowners, and will be transferred to the golf course automatically by the fund administrators. (This is over and above the annual Club or any other Club member fees). These contributions will differ from time to time as agreed upon by the various parties to ensure the upkeep of the golf course and associated amenities as they form an integral part of the overall development.
- 16.19 Greens will be out of bounds to non-golfers.

17. USE OF CLUB FACILITIES

- 17.1 Members shall at all times be subject to the Rules and Regulations of the Club laid down by the Club for the use of its facilities from time to time and the Club shall be entitled to deny any member use of the Club facilities should such person transgress or not abide by the provisions of the Rules of the Club.
- 17.2 Notwithstanding any contrary provisions contained elsewhere in these Rules, Clause 16 shall not be changed or deleted without the prior written approval of the Club.

18. GOLF CARTS

- 18.1 Privately owned carts that are used to commute around the Estate are encouraged, provided they remain on the roads and are in the control of a licensed driver at all times with no more occupants than designed for, Normal traffic regulations and considerations are applied. The minimum required license is a category "A" license; 125cc motorbike license.
- 18.2 All carts must be registered with the HOA, and a registration number (stand number) must be displayed on the golf cart. Registration of golf carts can be done at the Main Gate at a cost of R100.00 per cart.
- 18.3 Unless being used for officially playing golf, no carts are permitted on the course at any time - see rule 16.8.
- 18.4 Certain designated paths that cross the course, but that link parts of the Estate, are permitted for cart usage after playing hours, provided due consideration is given to pedestrians, and carts remain on the path route: This situation will be reviewed on an ongoing basis by the G&CC and HOA as the Estate is developed further. See rule 16.8
- 18.5 It is emphasized that the golf course is a separately owned private property and limited access is permitted at the owner's discretion.
- 18.6 Carts must be quiet, non-pollutant, i.e. electric or similar approved and in general good condition, well maintained, neat and tidy.
- 18.7 No advertising of any nature may be displayed on golf carts.

19. WALKING, JOGGING, CYCLING, BLADING ETC.

- 19.1 Walking and jogging are obviously encouraged throughout the Estate, but in respect of the golf course after playing hours - see rule 16.8.
- 19.2 As long as on a leash, pets may be walked in the Estate, but strictly not on the golf course at any time.
- 19.3 Cycling shall be exercised on the roads, parklands paths, specifically allocated cycle paths and designated link cart paths, but not on the golf course.
- 19.4 Roller blading, skate boarding and similar activities shall be confined to designated recreation areas, so as not to endanger traffic or pedestrians.

20. SERVICES

- 20.1 Except for the electricity, sewer and water supply services or any other local authority maintained services or servitudes, the balance of the services being roads, storm water and refuse removal, are privately maintained and managed by the HOA.
- 20.2 Filling or re-filling of empty or near empty swimming pools must be approved by the HOA before commencement.

21. RE-SALES AND LETTING

- 21.1 In order to ensure that prospective purchasers are correctly informed about the Estate, and to avoid the proliferation of unsightly signage, owners shall be obliged to employ an agent duly registered by the HOA for re-sales and letting.
- 21.2 Any sales agreement must include an obligation for the purchaser to become a member of the G&CC and HOA upon transfer of the property in his name and to remain as a member for so long as he is the registered owner of the property.
- 21.3 In the case where the beneficial ownership or control of a company, close corporation, trust or other association which owns a unit/stand in Heron Banks Golf and River Estate is changed or transferred, the transferor must notify the HOA forthwith of the change or transfer and with the full names and address of the new owner/s.
- 21.4 Any lease agreement in respect of an owner's property must include an obligation for the tenant to observe the rules of both the G&CC and the HOA.
- 21.5 "On show" and "Sole Mandate " signs may only be displayed for Sunday afternoon show house purposes and only on the street side of the property concerned. Such signage must not damage or obstruct vital services while being utilized as advertising. No pointer or other advertising boards are permitted.

22. LEVY PAYMENTS

- 22.1 Levies are payable in advance, on the 1st day of the month, and interest is payable on arrears. Levies may not be withheld for any reason whatsoever. Those who jointly own a property are liable for levies jointly and severally.

- 22.2 In the event of default of payment of levies, the HOA shall be entitled, in addition to any other rights it has at law, to take such action against the defaulting owner as in contemplated in rule 2.5.
- 22.3 Owners are urged to arrange a debit order with Sabreal (Pty) Ltd being the appointed managing agent. Contact Sabreal (Pty) Ltd on (011) 244 8380 to ensure prompt and timely payment of levies.

23. ADVERTISEMENTS / SIGNBOARDS

- 23.1. No electronic and/or written and/or other advertisement / signboard may claim to represent the Heron Banks Golf and River Estate Homeowners Association and/or ignore and/or attach their own interpretation of the Heron Banks Golf and River Estate Homeowners Association Conduct Rules.
- 23.2. No flyers or promotional material may be distributed at/or outside the gates to the Estate under any circumstances, unless authorized in writing by the Estate Manager prior to attending thereon.
- 23.3. No door-to-door canvassing, advertisements, flyers or similar material may be delivered to properties within Heron Banks Golf and River Estate.
- 23.4. No advertising, including without limitation thereto, signage on walls, umbrellas, bunting or any other form of advertising, shall be permitted outside or on houses or within the Estate.
- 23.5 Not, during construction/erecting of Improvements, permit the erecting of more than 1 (one) advertising board on the property and such permitted board shall not have a surface area exceeding 1 (one) square meter and shall be removed immediately upon conclusion of the building contract for the improvements.
- 23.6 Not erect or permit the erecting of any advertising boards on any property without the written approval of the Developer for as long as the Developer is a member and, thereafter, of the HOA.

24. BREACH

24.1 If any member fails in the observance of any of the provisions of these Rules with regard to Improvements and/or the provisions of the Architectural Guidelines, Landscaping Guidelines, Builders Conduct Rules and/or fails to comply with any rules or regulations made in terms thereof, the Directors may on behalf of and in the name of the Association serve notice on such member calling upon him to remedy such breach within a time specified in such notice and, failing timeous compliance:

24.1.1 call upon such member in writing to remove or alter within a specified period any portion of the improvements or any addition erected contrary to the provisions of these Rules read with the Guidelines and, failing which, the matter shall be referred to a directors/general/special general meeting of the Association convened to afford directors/members the opportunity to give directions to the Management. The Resolution of the Association at such meeting shall be binding upon such defaulting member and shall be implemented by the Directors, and/or

24.1.2 institute proceedings in any court of competent jurisdiction for such relief as the Directors may consider necessary and such member shall be liable for and shall pay all costs of such proceedings on the scale as between attorney and own client and all other expenses and charges incurred in obtaining relief.

25. FUNCTIONS, POWERS AND DUTIES OF DIRECTORS

Without in any way limiting the powers granted, the duties of the Directors shall further specifically include, the determination of what constitutes appropriate standards for residential living, maintenance, repairs, additions to and improvements of all erven/units in the Development in strict accordance with the provisions of the Guidelines, which shall be additional to the powers of the Developer for as long as the Developer is a Member. The Directors shall be entitled to require any member, who shall be obliged, to repaint or renovate his improvements if in the reasonable opinion of the Directors such improvements require essential repairs or have become dilapidated

26. DISCLAIMER

Neither the HOA, its directors, officers, employees or contractors nor their respective agents shall be liable for any loss of life, personal injury or damage to property suffered by any person whilst in or on the Estate or any part thereof and from whatsoever cause arising.

27. CONTACT DETAILS

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2021

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