



HERON BANKS GOLF & RIVER ESTATE

MANAGEMENT & CONDUCT RULES

22 OCTOBER 2022

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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 times 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. Remediating 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. CONDITIONS OF ESTABLISHMENT

3.1. The Conditions of Establishment of the township determine that:

3.1.1. upon completion of the streets and storm water drainage system, the HOA shall be held responsible for the maintenance of these internal services and the local authority shall be held responsible for the maintenance of the external services in accordance with the services agreement with the local authority;

3.1.2. upon completion of the electricity network the local authority shall be responsible for the maintenance of both the external and internal electrical installations in accordance with the services agreement with the local authority;

3.1.3. upon completion of the water network the HOA shall be responsible for the maintenance of the internal water network in accordance with the services agreement with the local authority; and

3.1.4. upon completion of the sewer network the HOA shall be responsible for the maintenance of the internal network and the local authority shall be

responsible for the maintenance of the external sewer infrastructure in accordance with the services agreement with the local authority.

4. AMENDMENTS

- 4.1. 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.
- 4.2. 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.

5. GENERAL CONDUCT

- 5.1. 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.

6. OBLIGATIONS BY THE MEMBERS

- 6.1. Each Member shall maintain its property in accordance with the Guidelines and the HOA rules respectively.
- 6.2. Maintain in a neat and tidy condition and in a state of good repair all Improvements on its property.
- 6.3. 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.
- 6.4. Be responsible for the maintenance of external and boundary walling to its property, inclusive of regular painting thereof.
- 6.5. 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.

- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. No member shall conduct or allow to be conducted any business on its property for purposes other than residential unless the directors 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 extend that it may be necessary, authorized such use in terms of applicable laws and regulations and there has been full compliance in this regard.

- 6.10. 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.
- 6.11. An application in terms of the foregoing shall contain a full description of the proposed business or usage, including but not limited to:
- 6.11.1. the type of business;
 - 6.11.2. the number of full time and/or part time staff;
 - 6.11.3. the time and duration of the business operation, including the number of days per week;
 - 6.11.4. the projected growth of the business;
 - 6.11.5. whether any alteration to the existing Improvements is proposed;
 - 6.11.6. in which portion of the Improvements the business activity is to be located;
 - 6.11.7. the number and type of vehicles which will be regularly involved in the business operation;
 - 6.11.8. the estimated number of visitors per week resulting from the business operation;
 - 6.11.9. the estimated number of deliveries necessitated by the business operation;
 - 6.11.10. the provisions to be made for parking; and
 - 6.11.11. the likely impact of the business operation on neighbouring properties and the neighbourhood in general.

- 6.12. The Management shall not approve any such application unless they are satisfied that the application complies with the following:
- 6.12.1. the business operation will not detrimentally alter the character of the neighbourhood or affect the privacy and rights of neighbours;
 - 6.12.2. the number of employees involved in the running of the business operation will not exceed 2 (two);
 - 6.12.3. the Member will reside permanently on the Property in respect whereof the application is made;
 - 6.12.4. Members who are effected by the application are in agreement therewith;
 - 6.12.5. 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;
 - 6.12.6. the granting of the application will not have any significant effect on the density of traffic in the Development;
 - 6.12.7. non-residents will not be afforded uncontrolled access into the Development;
 - 6.12.8. no signage will be erected; and
 - 6.12.9. hours of the business operation will be confined to between 06h00 and 18h00 on weekdays and no business will be conducted on Saturdays, Sundays and proclaimed public holidays, with the exception of the Hotel and The Heron Banks Golf Course whose operating hours may differ from time to time.
- 6.13. 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.

- 6.14. 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.
- 6.15. 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.
- 6.16. 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 dependent 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.
- 6.17. No member shall apply for the rezoning, sub-division or consolidation of his property with a view to procuring a variation or amendment or substitution of use rights and shall not be entitled to use his property for any purpose other than the permitted use applicable upon establishment of the scheme, without the consent of the HOA, and during the development period, the consent of the Developer.

7. SECURITY AND PROTECTION

- 7.1. 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.

- 7.2. 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.
- 7.3. 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.
- 7.4. Should the HOA provide security services and/or other services for Members in the scheme, all Members shall be obliged to:
- 7.4.1. permit the installation of any such equipment for the purposes of such services as may be determined by the HOA from time to time;
- 7.4.2. make payment of charges raised by the HOA in respect of such services;
- 7.4.3. abide by such terms and conditions of the provisions of such services as may be laid down by the HOA from time to time.
- 7.5. Where the boundary of a Member's commercial or residential land in the Estate also constitutes the boundary of the Estate, such member shall be obliged to permit the HOA to erect upon such commercial or residential land immediately adjacent to such boundary, such walling, fencing, barbed wire, or other equipment as the Developer and/or the HOA may determine. Such member shall not be entitled to interfere in any manner whatsoever with such walling, fencing, barbed wire or equipment to effect such repairs as may be necessary from time to time.
- 7.6. Should any such member wishing to erect his own walling, fencing, barbed wire or equipment, he shall be obliged to erect same within the walling or fencing referred to above and subject to such conditions as the

HOA may lay down and to permit the HOA access to the boundary walling, fencing, barbed wire or equipment concerned.

- 7.7. More specific and detailed rules for security and protection will be established from time-to time.

8. ROADS AND TRAFFIC

8.1. 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.

8.2. The speed limit is 20 km per hour, and the appropriate regulations of the Free-State Provincial Road Traffic Ordinance shall apply.

8.3. A vehicle attempting to access the property will be denied access if the said vehicle used –

8.3.1. exceeds 22m in length;

8.3.2. exceeds 12 tons;

8.3.3. exceeds 6000 bricks (12 pallets); or

8.3.4. exceeds 200 bags of cement.

8.4. Removal vehicles will be allowed to enter the Estate.

8.5. The local authority shall have unrestricted access to the street erven and private open spaces at alltimes;

8.6. The HOA guarantees the local authority's engineering services departments and its emergency services 24 hour access to the scheme to maintain the local authority's installations and provide services to the

residents of the Estate, subject to the security rules of the Estate.

- 8.7. Access to and from all erven in the development shall be over the designated street erven to afford them access to the public road.
- 8.8. Each and every owner of an erf shall have free access over the street erven to afford them access to the public road.
- 8.9. 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.
- 8.10. 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.
- 8.11. Except for regular arrivals and departures, motorbikes are not permitted to drive around the Estate at any time.
- 8.12. Quadbikes are only permitted to travel between boat houses and waterfront for the purpose of launching watercraft.
- 8.13. All homeowners shall register their Golf Carts with the HOA. Furthermore, the homeowner of the Golf Cart must sign a liability form as provide by the HOA.
- 8.14. The riding of horses within the Estate or on the golf course is prohibited.
- 8.15. More specific and detailed rules for roads and traffic will be established from time to time.
- 8.16. Adhere strictly to the terms of servitudes granting access to erven.

9. LANDSCAPING AND PROPERTY MAINTENANCE

- 9.1. All horticultural and landscape aspects of the Estate including sidewalks and traffic islands will be managed by the HOA.

- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. The HOA is to manage the riverbanks in co-operation and by agreement with the local authority.
- 9.6. Members are to 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.
- 9.7. Members are prohibited from erecting any structures over the sewerage systems.
- 9.8. the HOA shall be responsible for the maintenance of all private open spaces in the scheme;
- 9.9. the member-owners of the Golf Course and the Hotel site shall be responsible for the maintenance and management of the clubhouse complex, golf course, and the Hotel site, respectively.

10. PROPERTY APPEARANCE

- 10.1. 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.

- 10.2. 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 or balcony.
- 10.3. Owners are encouraged to keep their garage doors closed whenever possible, for sake of general appearance of the Estate.
- 10.4. 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.
- 10.5. 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.

11. DEVELOPER PHASING

- 11.1. The Developer intends to develop and market the Estate in phases as the Developer deems fit and, for the duration of the Development Period, the Developer shall enjoy unrestricted rights with regard to the marketing of the Estate and, in particular, the right to erect signage within the scheme.
- 11.2. The Developer shall, in its absolute discretion, be entitled to include further commercial or residential land in the Estate and to apply for, and subject to, approval by the relevant local authority, vary the layout and/or zoning and/or size and/or boundaries or even and/or the extent and position of streets comprising the Estate and Members shall be bound thereby and shall have no claim of whatever nature against the Developer arising there

from. Insofar as the consent of a member is required for any of the foregoing, the Developer is irrevocably granted a power of attorney to grant any such consents on behalf of Members, as may be required.

12. ESTATE APPEARANCE

- 12.1. Owners are requested to leave the open spaces in a clean condition, and to conscientiously dispose of any litter.
- 12.2. No trees or plants in open spaces may be damaged or removed. Owners are requested not to plant any noxious flora in their gardens.
- 12.3. Swimming pool water may not be discharged into the sewer drain, and not into any storm water pipe or drain.
- 12.4. 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 R0.50 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.
- 12.5. 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.
- 12.6. Fishing is permitted within the wetlands or along the riverbanks specifically demarcated. Fishing is only permitted before or after normal golfing hours and all children under the age of 12 needs to be accompanied by an adult. Fishing is at the risk of the member.
- 12.7. 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.
- 12.8. The unauthorized distribution of pamphlets, flyers etc., is not permitted.

13. ANIMALS & PETS

- 13.1. Let your pet not be a bone of contention between you, your neighbours and other Owners, Residents or visitors.
- 13.2. The local by-laws relating to pets/animals apply, so please ensure that you are aware of the regulations.
- 13.3. No household may keep more than two small dogs and/or cats or one large dog on the property.
- 13.4. The Owner will be responsible for the collection and payment of any costs incurred.
- 13.5. No live poultry, pigeons, wild animals, reptiles, livestock or similar may be brought onto, or kept on the Estate, at any time. Neither may Owners or tenants establish or maintain aviaries, catteries or kennel facilities.
- 13.6. No pet is allowed to roam the streets and all dogs must be held 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 fellow Residents at any time of the day or night.
- 13.7. 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.
- 13.8. Contravention of Municipal Dog By-laws:
 - 13.8.1. 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:
 - 13.8.1.1. is wild, dangerous or ferocious, or
 - 13.8.1.2. is in the habit of charging at or chasing people, vehicles, animals, fowls or birds outside the premises where the dogs are kept, or

- 13.8.1.3. is a female dog on heat
- 13.9. No person shall, without reasonable cause:
 - 13.9.1. set a dog on any person, animal or bird, or
 - 13.9.2. permit any dog under his supervision or in his custody to attack or terrify any person, animal or bird.
- 13.10. Should a dog attack a person or another dog, HBHOA reserves the right to insist that the dog be removed from the Estate.
- 13.11. No person shall keep a dog that:
 - 13.11.1. creates a disturbance or nuisance, or
 - 13.11.2. suffers from a contagious disease, excluding a veterinary surgeon who keeps dogs in a clinic for treatment.
- 13.12. If a dog causes an unreasonable disturbance to another Resident/s the course of action is to:
 - 13.12.1. Bring the complaint to the attention of the Owner of the dog/s
 - 13.12.2. If the problem is not resolved, Residents reserve the right to report the disturbance to the municipal authorities and/or the SAPS.
 - 13.12.3. The HOA and/or its contracted security personnel will not under any circumstances intervene in a dog barking issue, where the issue has not first been dealt with directly between the complainant and the dog Owner.
- 13.13. 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.

- 13.14. In view of neighbour proximity and open gardens, pets need to be strictly controlled by owners, both on and off their property.
- 13.15. 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.
- 13.16. Pets are strictly forbidden on the golf course, and in the wetland/dam areas, during normal golf operating hours. Further, pets must be accompanied at all times and remain on their leash.
- 13.17. At all times, and particularly at night, pets must not create a disturbance, and should not be left unattended.
- 13.18. 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.
- 13.19. Pets found wandering around the Estate unattended and or without a leash or tag; will be handed over to the local SPCA.
- 13.20. 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.
- 13.21. 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.

14. NEIGHBOUR RELATIONS

- 14.1. The reduction of noise, especially in this country environment, must be the aspiration for all residents.
- 14.2. 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.
- 14.3. No business activity or even hobby, which causes aggravation or nuisance to other owners, may be conducted in the Estate.
- 14.4. No activities are permitted in the open and common areas if they cause nuisance to other owners.
- 14.5. 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."
- 14.6. No fireworks of any kind are permitted on the Estate, the only exception being an approved display by The Heron Banks Golf Course 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."

15. REFUSE

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

16. SWIMMING POOLS

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.

17. BOATING

- 17.1. The Heron Banks Golf and River Estate Boat Club / HOA will manage all aspects of boating within its club structure and in association with The Rand Water Board, Free State Province Nature Conservation, SAMSA and any competent Water use regulatory Authority applicable to Heron Banks, regarding safety and traffic measures.
- 17.2. All boats and boat trailers must be registered with the HOA / Boat Club, have identification, and be strictly limited to Boat Club members / residents only. Visitor or guest boats will not be allowed under any circumstances.

- 17.3. 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 riverbanks and jetties.
- 17.4. No boats are to be beached or tied to the riverbanks except at the jetty, boat launching area, or to any property other than that of the owner concerned or at the Boat Club.
- 17.5. More specific and detailed rules for the Boat Club / HOA and for boat users will be established from time to time.

18. GOLF COURSE AND CLUBHOUSE

- 18.1. Heron Banks Golf Course Proprietary Limited, Registration Number 2017/310381/07 under contract from Gary Lance Family Trust (The Heron Banks Golf Course) 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.
- 18.2. If the Association is of the opinion that the Club does not fulfil its obligations in terms of Clause 18.1, 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.
- 18.3. Should the parties fail to reach agreement on who to appoint in terms of 18.2 within 7 (seven) days, such expert shall be appointed by the chairperson of the PGA of SA.

- 18.4. 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 18.16 below.
- 18.5. 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.
- 18.6. The fees of the expert in 18.2, 18.3 and 18.4 shall be borne by the Club if found that incorrect maintenance techniques have been applied.
- 18.7. These provisions shall *muntatis mutandis* apply to further phases of the Development.
- 18.8. 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 The Heron Banks Golf Course, confined to:
- 18.8.1. After hours, when play on that part of the course is completed or closed and,
- 18.8.2. The cart and other designated paths and the fringes of the Golf Course,
- 18.8.3. Walking, jogging, but strictly no practicing of golf.

- 18.9. 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.
- 18.10. No private carts are allowed on the course unless for the purpose of playing golf. Except for authorized maintenance or sales promotional purposes, no vehicles are allowed on the course at any time.
- 18.11. The retrieval of golf balls from any lakes and water features shall be the sole responsibility of the Club management, and homeowners are not permitted to recover golf balls.
- 18.12. Owners shall not hinder or unreasonably disturb golfers whilst playing.
- 18.13. 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.
- 18.14. 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 Director to represent the Club at meetings of the Association or Sub-committee meetings as required.
- 18.15. 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.
- 18.16. The Initial golf course levy contribution to the Club will be 29% of the monthly levies received from the members of the HOA, (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.

18.17. All greens, bunkers and tee boxes will be out of bounds to non-golfers.

18.18. 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.

18.19. Notwithstanding any contrary provisions contained elsewhere in this management and conduct rules, this Clause 18, in its entirety, shall not be changed or deleted without the prior written approval of the Club and Golf Course Owner

19. USE OF CLUB FACILITIES

19.1. 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.

19.2. Notwithstanding any contrary provisions contained elsewhere in these Rules, Clauses 18 and 19 shall not be changed or deleted without the prior written approval of the Club.

20. GOLF CARTS

20.1. 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. The owner of the cart(s) will be required to sign liability forms provided by the HOA.

- 20.2. 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 HOA.
- 20.3. Unless being used for officially playing golf, no carts are permitted on the course at any time - see clause 18.8.
- 20.4. 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 Heron Banks Golf Course and HOA as the Estate is developed further. See clause 18.8.
- 20.5. It is emphasized that the golf course is a separately owned private property and limited access is permitted at the owner's discretion.
- 20.6. No advertising of any nature may be displayed on golf carts.

21. WALKING, JOGGING, CYCLING, BLADING ETC.

- 21.1. Walking and jogging are obviously encouraged throughout the Estate, but in respect of the golf course after playing hours - see clause 18.8..
- 21.2. Cycling shall be exercised on the roads, parklands paths, specifically allocated cycle paths and designated link cart paths, but not on the golf course.
- 21.3. Roller blading, skateboarding and similar activities shall be confined to designated recreation areas, so as not to endanger traffic or pedestrians.

22. SERVICES

- 22.1. 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.

- 22.2. Filling or re-filling of empty or near empty swimming pools must be approved by the HOA before commencement.

23. RE-SALES AND LETTING

- 23.1. Any sales agreement must include an obligation for the purchaser to become a member of The Heron Banks Golf Course 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.
- 23.2. 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.
- 23.3. Any lease agreement in respect of an owner's property must include an obligation for the tenant to observe the rules of both The Heron Banks Golf Course and the HOA.
- 23.4. "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.

24. LEVY PAYMENTS

- 24.1. 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.

- 24.2. 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 Clause 2.5.
- 24.3. Owners are urged to arrange a debit order with the HOA being the appointed managing agent. Contact HOA on 072-525-5388 to ensure prompt and timely payment of levies.

25. ADVERTISEMENTS / SIGNBOARDS

- 25.1. 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.
- 25.2. 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.
- 25.3. No door-to-door canvassing, advertisements, flyers or similar material may be delivered to properties within Heron Banks Golf and River Estate.
- 25.4. 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.
- 25.5. 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.
- 25.6. 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.

26. GENERAL

- 26.1. The HOA may serve notice on any member to the effect that the HOA consider the appearance of any land or building in the scheme vested in the member or members as unsightly or injurious to the amenities of the surrounding area. In such notice the HOA shall specify the steps that are to be taken by the member or members to eliminate such unsightly or injurious conditions. Should the member or members fail to comply therewith, within a reasonable time as specified in such notice, the HOA may enter upon the land or building concerned and take such steps as may be necessary and recover the cost thereof from the member or members concerned which cost shall be deemed to be a debt due and owing to the HOA.
- 26.2. No person, other than the Developer during the development period, shall within the complex commence with the construction of any building or structure or any additions or alterations thereto or any works of whatsoever nature unless he has submitted to the HOA for examination and approval a copy of the plans for such building structure, alterations or addition as the directors may require and before submission of such plans to the local authority for approval. The HOA shall have the power, in approving any such plan, to lay down such reasonable conditions as they deem fit.
- 26.3. The HOA may require any member to maintain a sidewalk adjacent to his land in the scheme and in the event of such member failing to maintain such sidewalk to the satisfaction of the HOA, the HOA shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge such member concerned.
- 26.4. The HOA may enter into agreements with members for the provision of amenities and services to the members and to levy a reasonable charge in respect of the provision thereof.

27. BREACH

27.1. 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:

27.1.1. 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

27.1.2. 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.

28. 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

29. DISCLAIMER

- 29.1. 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.
- 29.2. Any person using any of the services, land or facilities of the Estate does so entirely at his own risk and members declare that they are aware of and accept the inherent risks pertaining to living on an active golf course, particularly, but not limiting the generality of the foregoing, flying or wayward golf balls and that no member or its family, or employees or invitees shall have any claim whatsoever against the HOA or the directors for death, injury or damage caused as a result thereof.

30. INDEMNIFICATION

- 30.1. Every Director, manager and officer of the HOA and every other person (whether an officer of the HOA or not) employed by the HOA, and the auditor, shall be indemnified out of the funds of the HOA against all liability incurred by him as such director, manager, officer or auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 248 in which relief is granted to him by the Court.

31. CONTACT DETAILS

Company: Heron Bank Golf & River Estate HOA

Telephone:072-525-5388

Email Address:hoa@heronbanks.co.za

Physical Address:

Minnaar Street

Vaalpark

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