

**CANAL EAST  
HOA**



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**HOME IMPROVEMENT  
GUIDE AND REGULATIONS**

REVISION 06 -041121

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Please note that all application forms referred to in this document can be found on our website on our 'documents' page: [www.cehoa.co.za/documents/](http://www.cehoa.co.za/documents/)

- Form A:** Major Works Approval application form  
**Form B:** Minor Works Approval application form  
**Form C:** Minor Works Approval application form (**Painting**)

## 1. INTRODUCTION

1.1. The Development was designed and constructed by Garden Cities with a unique harmonious feel of a tranquil living space and an equally aesthetically pleasing visual look.

1.2. Homeowners are obliged to ensure the continued harmonious environment and maintain the aesthetically pleasing look of the Development. This is achieved by, among other things, compliance with and adherence to the terms and conditions of the Constitution and the Conduct Rules.

1.3. This HIG is an integral part of the Conduct Rules and, by its nature, prescribes minimum standards and/or requirements and/or directives to be complied with by Homeowners for all building of, alterations to, landscaping and/or home improvements of their properties.

## 2. OBJECTIVES

2.1. The primary objectives of this HIG is to:

2.1.1. prescribe minimum requirements and/or standards and/or directives for the building of, alterations to, landscaping and/or improvements of a homeowner's Property; and

2.1.2. ensure the harmonious and aesthetically pleasing standards of the Development for the benefit of all homeowners.

## 3. BINDING NATURE AND NON-WAIVER

3.1. This HIG is an integral part of the Conduct Rules and, as such, is binding on the Homeowners including, but not limited to, their family, agents, contractors and/or suppliers (*as the case may be*).

3.2. In the event of any conflict between the terms and conditions of this HIG and that of the Conduct Rules at paragraphs 4,5,6 and 7 thereof, the terms and conditions of this HIG will prevail but only to the extent of the conflict existing. To the extent not prescribed herein, the non-compliance of the terms and conditions of this HIG will be enforced by the terms of the Conduct Rules.

3.3. No indulgence and/or relaxation of this HIG and/or a failure to enforce the terms and/or conditions herein in one or more instances, will constitute a waiver or consent or prevent its enforcement by the HOA at any time.

#### 4. AVAILABILITY OF HIG AND THE HOMEOWNER'S RESPONSIBILITY

4.1. This HIG is available from the HOA (downloadable from the HOA's website at [www.cehoa.co.za](http://www.cehoa.co.za)) or from the Managing Agent.

4.2. Homeowners must, and are responsible to, ensure that they and/or their agents and/or contractors and/or suppliers (as the case may be) comply with the terms and/or conditions of this HIG when undertaking any building, landscaping and/or home improvements at/to their property.

#### 5. LANDSCAPING

5.1. Landscaping of the Road Reserve is permitted subject to the grant of a Minor Works Approval by the HOA.

5.1.1. For the purpose of clarity, the landscaping of a Homeowner's Garden within the Property's boundary line does not require a Minor Works Approval.

5.2. Landscaping, in general, must maximize the indigenous biodiversity of the Development and be sustainable into the future. Each Property within the Development is a contributor to the conservancy of the Development's general biodiversity (birds, insects, small animals and the like) footprint.

5.3. Landscaped gardens, in terms of layout, lawn, trees, plants, shrubs and bedding areas at the interface between the Road Reserve and the Property

must be harmoniously integrated.

5.4. Homeowners are responsible for the maintenance and upkeep of any landscaped installation on their property and in the Road Reserve to a standard that is always neat, clean and that does not detract from the harmony and aesthetics of the Development as a whole.

#### 5.5. Trees

5.5.1. The planting of indigenous trees is encouraged. Homeowners must keep within the framework of the species of the Development and must grow and maintain such trees in a manner that advances the aesthetics of the Development. A list of suitable indigenous trees that may be planted is available from the HOA's website or from the Managing Agent.

5.5.2. No trees on the Road Reserve will be removed, poisoned, dwarfed, materially diminished, replanted and/or the existing tree regime altered in any way without a Minor Works Approval from the HOA.

5.5.3. Homeowners must regularly prune/cut back trees that overhang a boundary wall (to be pruned/cut back to the inside edge of the boundary wall) and/or that overhangs onto a public road (to be pruned/cut back to before the start of the kerb of the public road).

5.5.4. Trees are to be kept healthy and disease free and the roots thereof must not be permitted to become unsightly or cause damage to a public road.

5.5.5. All saplings and/or immature trees must be encouraged to grow upright using suitable and aesthetically pleasing natural wooden poles or similar support structures. The use of ropes and/or rope pully-like systems to brace and/or manipulate a tree growth is not permitted.

#### 5.6. Plant Species

5.6.1. The planting of indigenous and water-wise plant species and shrubs is encouraged.

5.6.2. All declared invasive alien plants listed in the Conservation of Agricultural Act of 1983 (as amended) is not permitted to be planted and/or cultivated.

#### 5.7. Garden Ornamentation

5.7.1. No artificial ornamentation such as, but not limited to, garden gnomes, artworks, decorative works and/or overly elaborate sculptures will be permitted on the road reserve and/or attached to the Property's boundary wall or fence or which is visible from a public road without a Minor Works Approval from the HOA.

#### 5.8. Exterior Lights

5.8.1. All exterior lights, whether attached to the building or free standing on the Property, must be diffuse and subdued and must be screened to avoid glare. Coloured lighting is discouraged, particularly the colour changing LED type of lighting.

#### 5.9. Artificial lawn, gravel, rocks, paving and bark chips

5.9.1. Artificial lawn may only be used in the garden of the Property. No artificial lawn is permitted on the Road Reserve.

5.9.2. Hard surfacing (i.e: tar or paving) of the Road Reserve is not permitted without a Minor Works Approval from the HOA and must be in keeping with other hard surfacing in the immediate area of the Property, and, to the extent prescribed, the local authority rules.

5.9.3. Rocks, gravel and/or bark chips may be used on the road reserve for landscaping purposes in combination with soft landscaping up to a max of 50% of the remainder of the Road Reserve.

5.9.4. The Homeowner will always ensure that where rock and/or gravel and/or bark chips used as a covering on the Road Reserve is regularly topped up where it becomes sparse showing the underlying ground and/or if it becomes aesthetically unpleasing.

#### 5.10. Rainwater Harvesting Tanks

5.10.1. The installation of rainwater harvesting tanks ("rainwater tanks") is encouraged subject to a Minor Works Approval from the HOA.

5.10.2. Horizontally or obliquely fitted lengths of roof rainwater downpipes is not permissible. Only vertically discharging lengths of roof rainwater downpipes into the rainwater tanks is permitted. Downpipes feeding tanks should be of the same type profile and colour as fitted to the original gutters of the house

#### 5.11. Irrigation systems

5.11.1. Irrigation systems must be installed in a manner that the irrigation pipes are neatly concealed and/or buried underground. Irrigation piping that lays atop the ground is not permitted.

5.11.2. Irrigation sprayers must be set and maintained so that water is not sprayed onto adjoining properties and/or onto a public road and/or public spaces.

5.11.3. The use of an irrigation system (whether manually operated or automated) must be used at reasonable times of the day that will not disturb the immediate neighbours of the Property.

- 5.11.4. If a wellpoint is established, then the spray from such wellpoint must be directed away from built elements to avoid staining due to chemical content of the water (example: iron stains )

## 6. WENDY HOUSE/GARDEN SHED

6.1. A wendy house /garden shed is permitted subject to the following:

6.1.1. a Minor Works Approval by the HOA where the wendy house/garden shed is not greater than a footprint of 5 (five) square meters; or

6.1.2. a Major Works Approval by the HOA and the Supervising Architect where the wendy house/garden shed is greater than a footprint of 5 (five) square meters.

6.1.2.1. The maximum size of the wendy house/garden shed will be 3m x 2.5 m.

6.1.2.2. The wendy house/garden shed will require approved building plans from the local authority to be submitted with the Major Works Application.

6.2. Only 1 (one) wendy house/garden shed will be permitted on the Property.

6.3. No wendy house/garden shed will be visible from the public road.

6.4. The roof of the wendy house/garden shed must be white or the same colour as that of the Property or such other colour as the HOA may approve in terms of the Minor or Major Works application.

6.5. The wendy house/garden shed will not be used for the purposes of human habitation, whether on a permanent or temporary basis. Its purpose must only be for the storage of gardening and/or household tools and/or similar paraphernalia.



## 7. BUILDING AND ALTERATIONS APPROVALS & PROCESSES

7.1. No building and/or alteration works at/to the Property of a Homeowner will be permitted without the grant of Major Works Approval by the HOA and the Supervising Architect.

7.1.1. The Major Works Approval will be in addition to and not in substitution of any other consent and/or approval required by a local authority. It is the Homeowners sole responsibility to ensure that the necessary local authority consent and/or approval is obtained.

7.2. The Homeowner must apply for the Major Works Approval in the following manner:

7.2.1. An application in the form of **Form "A"** must be completed, signed and delivered by the Homeowner to the HOA at the designated e-mail address being [plans@cehoa.co.za](mailto:plans@cehoa.co.za) together with the relevant building/alteration plans and other supporting documents (as the case may be).

7.2.2. The Homeowner must make payment of the charges prescribed in Form "A". Confirmation of payment in the form of a bank proof of payment notice or similar proof of payment notice must be delivered to the HOA together with Form "A".

7.2.2.1. No application for a Major Works Approval will be processed until the payments prescribed in Form "A" has been made.

7.2.3. The HOA will within 14(fourteen) working days from the date of the delivery of the Homeowner's application, process the application. In the event of the application being:

7.2.3.1. approved, the HOA and the Supervising Architect will endorse on the building/alteration plans their approval, evidenced by the

respective signatures and their respective stamps;

7.2.3.2. not being approved, the HOA will give written notice thereof to the Homeowner stating the reasons for such non-approval.

7.2.4. The Major Works Approval will be for a limited duration of 12 (twelve) months ("Major Works approval period") from the date of the grant of such approval. Any building and/or alteration works not completed before the expiration of the Major Works Approval period will result in the Homeowner being required to re-apply for the necessary Major Works Approval in terms of this clause 7. Unless and until such Major Works Approval is granted, the Homeowner is not permitted to proceed with the building/alteration works.

7.2.4.1. The Major Works Approval granted will be in respect of those building and/or alteration works applied for and that appears from the building and/or alteration plans duly endorsed with the signatures and stamps of the Supervising Architect and HOA. In the event of any variations of the building and/or alteration works, such variations will require the approval of the HOA, which approvals must be applied for by the Homeowner in accordance with the provisions of this clause 7.

7.2.4.2. The Homeowner must complete the works not later than 12 (twelve) months from the date of the grant of the Major Works Approval and with the least disruption to other homeowners.

7.2.5. To ensure the continued harmony of the Development and to ensure good neighbourly relations, building and/or alteration works will not start before 07:00 and not continue after 18:00 on Mondays to Fridays and will not start before 08:30 and not continue after 14:00 on a Saturdays. Building and/or alteration works on public holidays and Sundays is not permitted.

7.3. On completion of the building and/or alteration works and before the end of the 12(twelve) month period prescribed in clause 7.2.4.2, the Homeowner must notify the HOA thereof and request the issuance of a Building Clearance Certificate ("BCC")

7.4. Within 5 (five) working days of receipt of the notification in clause 7.3 above, the HOA (or its duly authorised agent) will inspect the Property and, if satisfied of the completion of the building /alteration works in accordance with the building/alteration plans, issue a BCC

7.5. Upon the issuance of the BCC in clause 7.4, the HOA will make refund to the Homeowners his building deposit less any amounts to/for:

7.5.1. remedial works undertaken by the HOA(or its duly authorised agent) for any damage caused to the area of the Development where the building and/or alteration works of the Property were undertaken;

7.5.2. the HOA and/or Supervising Architect;

7.5.3. penalties imposed in terms of this HIG and/or the Conduct Rules.

7.6. The issuance of the BCC does not in any way supersede any requirement for building inspections or approvals by the local authority. The Homeowner is responsible to ensure that such inspections and/or approvals are obtained from the local authority.

7.7. A failure or neglect by the Homeowner to request a BCC within the time period prescribed in clause 7.3 above will result in the Homeowner's building deposit being forfeited to the HOA.

7.8. Upon completion of the building and/or alteration works and before notice to the HOA as prescribed in clause 7.3 above, the Homeowner will ensure that the Property and its surrounds including the road and verge on which he worked and/or allowed work to be done is cleared of all surplus materials, rubble and

the like and restore such area(s) to a clean and tidy condition.

7.9. In the event that the HOA does not grant the Major Works approval for the building and/or alteration works in this clause 7, the Homeowner may, within a period of 30 (thirty) days from the date of the notice of the non-approval of the Major Works application appeal such decision to the HOAEC.

7.10. The Homeowner must, in making his appeal, provide the HOAEC with the following:

7.10.1. A written statement, supported by such documents and other evidence as the Homeowner may deem relevant, of why and on what basis he deems the HOA's decision to be appealable;

7.10.2. A copy of the Homeowners original application and all related supporting documents thereto; and

7.10.3. A copy of the notice of the non-approval issued by the HOA ;

7.11. The HOAEC will, within 14(fourteen) working days of receipt of the Homeowners appeal in clause 7.10, consider the appeal and make a ruling thereon.

7.11.1. The HOEC may, in its sole discretion, request the assistance of any person to assist it in considering the Homeowner's appeal.

7.12. The ruling of the HOAEC will be communicated in writing to the Homeowner, the HOA and Supervising Architect and which ruling will, in the absence of manifest error, be final and binding on all the parties.

## 8. BUILDING MASS

### 8.1. Building lines and coverage

8.1.1. Building lines and coverage where set in the original conditions of

approval for Canal East are as follows:

8.1.1.1. Street boundary – house – 3.0 meters

8.1.1.2. Street boundary – Garage – 4.5 meters

8.1.1.3. Side and rear (common boundaries ) 1.5 meters

8.1.2. In the original development design there were various building line infractions approved. In light of this, any further encroachments over the street boundary building lines for the house or garage (3.0 meters & 4.5 meters) will not be allowed. In the case of the garage, the driveway forward of the garage is a key element in reducing parking in the street by owners or visitors.

8.1.3. Any other encroachment would require consent of all immediately affected adjacent neighbours and motivation via the HOA to the HOAEC, each application will be dealt with on its own merits.

8.1.4. Total coverage footprint of buildings on the Property will not exceed 60% of the area of the site.

8.2. The addition of extra garaging is permissible provided that the addition thereof is set back or a method of softening the impact of the addition is set in place. For example, an added trellis/ pergola system in front of these doors will suffice.

8.3. A granny flat (second dwellings) is permitted with the of the immediate neighbours.

8.3.1. An extra parking bay is to be provided on the property.

8.3.2. The granny flat must match in style and be attached to and appear part of the main dwelling to ensure that it does not impact on the overall architecture of the individual dwelling and surrounding houses.

8.3.3. Apart from the living room, the granny flat may only comprise of one bedroom, one bathroom and one kitchen. A study may be included if required.

8.3.4. The gross square metres of the granny flat will not be more than 40% of the main dwelling size.

8.4. Double storey additions will require neighbours' consent, due to their impact upon the built environment.

8.4.1. Each application for first floor additions will be dealt with on its own merits, but consideration will be given to the style of this type of addition being harmonious with the original house, and providing balance, particularly to the street facade. Tall narrow first floor additions over just a small portion of the existing structure for instance would not meet this requirement for balance.

8.4.2. No more than a double storey will be allowed, with a rise in level equal to not more than the existing ground floor, floor to ceiling levels.

8.4.3. Additional accommodation in the roof space above a double storey will not be allowed.

8.4.4. The overlooking features must be kept to the minimum, with special care taken to ensure that the core recreation areas of neighbours' homes is not overlooked.

## 9. ROAD RESERVE RESPONSIBILITY

9.1. The Road Reserve is the property of the local authority.

9.2. On registration of transfer of the Property, the Homeowner assumes responsibility, and will continue to be responsible therefore until the Property is transferred and registered into the name of a new homeowner, for the maintenance and upkeep of the Road Reserve in an aesthetically pleasing

state equal to that of the general state of other Road Reserves in the Development.

- 9.3. All improvements, maintenance and upkeep works on the Road Reserve will be for the Homeowner's costs and will not be recoverable from the HOA.

#### 10. EXTERIOR WINDOWS AND DOORS

10.1. New windows installed at the Property must match the style (shape, material and colour) of windows in the existing building,

10.2. New doors (including garage doors) must match the style (shape, material and colour) of the existing doors on the Property

#### 11. BOUNDARY WALLS AND FENCES

11.1. Street boundary walling must, as far as possible, be maintained as originally developed, by the Developer. The maximum permissible height of the boundary walling is limited to 2.0 meters.

11.2. Boundary walling must be compliant with the local authority's regulations and by-laws. This may require a minimum amount of palisade fencing to be included in a style to match those existing in the Canal East area.

11.3. No walls may be built or altered without a Major Works Approval from the HOA. Such approval will be in addition to and not in substitution of any approval and/or consents required by the local authority.

#### 12. AWNINGS, CARPORTS, LEAN-TO ROOFS AND PERGOLAS

12.1. A Major Works Approval is required from the HOA for any form of fixed pergola, awning, lean-to roof, patio and/ or carport.

12.2. Retractable awnings either to roof or as side panels should be substantially open and only closed during reasonable periods of actual use. Only plain

awnings are permitted and are to be substantially the same colour as the buildings– no stripes are permitted. The use of external drop-down blinds on patios is permitted.

12.3. Solariums – fully glazed roof and sides are not permitted.

12.4. Carport roofs must have a level profile finish with sloping roofing sheets hidden behind timber finished as house fascias, or white fibre cement or solid piece (not slatted) Aluminium or UPVC fascia's. Carport roofing is to be of one roofing material only. A patchwork of translucent and other material is not permitted. Carport roof supports to be of timber/steel sections, square or round depending upon the house style. The sides of a carport may be trellised (square, not diagonal) and planted with creepers.

12.5. Shade ports are not permitted.

12.6. Caravans, boats, trailers and the like parked on the Property must be parked in compliance with the provisions of the Conduct Rules.

### 13. VERANDAHS, BRAAI ROOMS/TERRACES

13.1. Covered Braai patios will not be larger than 30% of the dwelling floor area, (unless under tiled roof to match the house) excluding the garage, and will not span more than between 3,5meters and 3,8meters.

13.2. The roof structure is to fall over its shortest area.

13.3. Victorian profile corrugated steel roofing is to be used, finished white or to match any existing similar provided when the house was originally built. Industrial IBR and/or steel roofing sheets are not permissible.

13.3.1. The veranda style roof coverings can only then be enclosed (excluding a reasonable braai structure) by fully openable concertina type doors. Any other form of enclosure – brickwork, sliding doors, non-stacking hinged doors, windows etc will be



treated as per formal room additions below.

- 13.4. Formal room additions e.g. bedroom, family room, braai-room etc., wherever possible, must be constructed under a pitched roof of the same type as the main house. Where this is not possible, ie in the corner of an "L" shaped house – typical braai room position, then these can have flat IBR type roofs as long as these are concealed all around with parapet side walls, all plaster and paint finishes to match the main house. Roof fall will then be to an internal box gutter inside the parapet.
- 13.5. Concertina / stacking doors is permitted as part of an alteration to a new or existing area but will require a Major Works Approval from the HOA. On the grant of the approval, the following will apply:
  - 13.5.1. The installation of stacking doors in an area will not affect the primary ventilation of the area and or adjacent rooms. Should the installation of the doors affect the primary ventilation of the adjacent rooms, alternative windows must be installed.
  - 13.5.2. Stacking doors are not to have any window sections implanted into them.
  - 13.5.3. The aluminium extrusions/frames and or ironmongery must match that of the existing aluminium extrusions/frames and or ironmongery in colour and profile of the dwelling as fitted in the original house.
  - 13.5.4. The glass installed in the stacking doors must match the colour of glazing of the dwelling and must comply to the existing building regulations.
- 13.6. Prefabricated aluminium awnings (louvre type or fixed) erected over patios are permissible, these should be finished white with solid fascia gutters all around concealing the roof.

#### 14. AIRCONDITIONERS

- 14.1. The installation of air conditioners is permissible subject to a Minor Works approval from the HOA.
- 14.2. Air conditioners installed on the buildings of the Property must not be visible from a public road. Air conditioners installed facing onto a neighbour's property must be installed below the top-end of a boundary wall adjoining the properties.
- 14.3. The air conditioner pipes must be neatly installed and concealed in conduit boxes. The conduit boxes must be either white coloured or painted the same colour as that of the building to which the air conditioner is affixed.

#### 15. SWIMMING POOLS, POOL HEATING AND ELECTRICITY SOLAR PANELS

- 15.1. The installation of a swimming pool is permitted subject to a Major Works Approval by the HOA.
- 15.2. Pumps and filtration systems are to be indicated on the plan and must be located a minimum of 1,5 meters from common boundaries so as not to cause a disturbance to neighbours.
- 15.3. Pool enclosures (safety fencing and self-closing – self-locking gates) if required must comply with National Building Regulations SABS 10400 and be of simple design to match the dwelling not exceeding 1.2 meters in height and not visible from the street.
- 15.4. Pool back washing must be discharged in accordance with the local authority/municipality's requirements.
- 15.5. The installation and use of solar electricity generating systems on the Property is encouraged subject to a Minor Works Approval by the HOA. All solar panels should be the flat type and installed at the same angle as the roof.

## 16. ELECTRIC FENCES

- 16.1. Electric fencing is permitted subject a Minor Works approval by the HOA and in compliance with the local authority rules and regulations for such installations.

## 17. GENERATORS

- 17.1. While generators are permitted, Homeowners are encouraged to rather install and make use of battery-operated inverters or solar energy systems.
- 17.2. In circumstances where generators are used by the Homeowner, such will only be permissible if the generator is enclosed and operated in a soundproof box/structure within a building such as, but not limited to, the garage. To avoid noise nuisance to neighbours, if these are audible, use should be limited to daylight hours.

## 18. SECURITY GATES, BURGALAR BARS AND CCTV

- 18.1. Burglar bars must be simple horizontal lines, without ornate detail.
- 18.2. Security gates are permissible but must be similar to the house garden gates.
- 18.3. External "basket type" steel burglar bars are not permitted
- 18.4. CCTV cameras and systems are permitted subject to a Minor Works Approval by the HOA and the consent of immediate surrounding neighbours must be delivered to the HOA by the Homeowner when making his application for the grant of a Minor Works Approval.
- 18.5. CCTV cameras must be used solely for the purpose of the home security needs of the Homeowner and, in doing so, the Homeowners is responsible to take all reasonable steps not to infringe on the privacy of any of his

neighbours.

- 18.6. CCTV cameras must be installed on the buildings in a neat and inconspicuous manner. No CCTV cameras on stand-alone poles and similar structures will be permitted.

## 19. SATELITE DISHES/AERIALS AND ANNTENAE

- 19.1. Satellite dishes must be obscured within the roof space or otherwise concealed where possible. Satellite Dishes are to be placed away from roads.
- 19.2. Aerials and antennae must not extend higher than 600 mm above ridgeline and will be limited to one per erf.
- 19.3. Fire appliances: New free-standing fire appliances may be installed. The positioning of steel flues would be preferred on the far side of the roof ridge line, away from the roadway. They are to be properly maintained to prevent rust streaks staining the roof. The minimum and maximum height above the roof tile is to be 1 metre. If located on or close to the roof ridgeline, 600 mm minimum and maximum above the same ridgeline.

## 20. PAINTING AND COLOURS

- 20.1. Painting of the outside of the Property is encouraged but is subject to a Minor Works Approval (**Form "C"**) of the HOA.
- 20.2. Painting of the buildings and boundary walls of the Property will only be permitted in the colours used by the Developer or in the colour range as more fully set out on the Association's website at [www.cehoa.co.za](http://www.cehoa.co.za).
- 20.2.1. It is recorded that the colour range and limitation of colours permitted to be used in any particular area as set out on the abovementioned website must be read as if specifically incorporated into this HIG.

20.3. The painting of the Property (including boundary walls and the like) must be undertaken with a result that the newly painted Property is similar to, is aesthetically pleasing and harmonious with the look and feel of the other properties within the immediate area of the re-painted home.

20.4. Any deviation of this clause 20 will result in the HOA requiring the Homeowner, at his own cost, to forthwith repaint the offending buildings/structures on the Property in compliance with this clause and the imposition of penalties in terms of the Conduct Rules. Nothing herein will limit or prevent any homeowner and/or the HOA from proceeding with legal action to enforce compliance herewith.

## 21. MINOR WORKS APPROVAL (Using Form "B" or "C")

21.1. All works prescribed in this HIG that requires a Minor Works Approval will be deemed as minor works.

21.2. No minor works will be permitted to be undertaken by the Homeowner or permitted to be undertaken by the Homeowner on his behalf without the grant of a Minor Works Approval from the HOA.

21.3. The Homeowner must apply for the Minor Works Approval in the following manner:

21.3.1. An application in the form of **Form "B"** or "**Form C (Painting)**" must be completed, signed and delivered by the Homeowner to the HOA together with the relevant plans, consents and/or other supporting documents (as the case may be).

21.3.2. The Homeowner must make payment of the charges prescribed in Form "B". Confirmation of payment in the form of a bank proof of payment notice or similar proof of payment notice must be delivered to the HOA together with Form "B".

21.3.2.1. No application for a Minor Works Approval will be considered until the payments prescribed in Form "B" has been paid.

21.3.3. The HOA will within 7(seven) working days from the date of the delivery of the Homeowner's application, consider such application. In the event of the Minor Works Approval:

21.3.3.1. being granted, the HOA will endorse on Form "B" or Form "C" its approval, evidenced by the signature of the Chairperson or Secretary of the HOA and the stamp of the HOA;

21.3.3.2. not being granted, the HOA will give written notice thereof to the Homeowner stating the reasons for such non-approval.

21.4. In the event that the HOA does not grant the Minor Works Approval, the Homeowner may, within a period of 21 (twenty one) days of the date of the notice of the Minor Works non-approval appeal such decision to the HOAEC

21.5. The Homeowner must, in making his appeal, follow the appeals process as prescribed in clause 7.10 above.

21.6. The ruling of the HOAEC will be communicated in writing to the Homeowner, the HOA and will be final and binding on all the parties.

21.7. The Homeowner must proceed with the minor works without delay, must complete such works not later than 90 (ninety) days from the date of the grant of the Minor Works Approval and with the least disruption to other homeowners. A failure to complete the minor works within the prescribed time will result in the Minor Works Approval being terminated and, in which case, the Homeowner will be obliged to apply for a new Minor Works Approval.

21.8. The Homeowner will ensure that proper and satisfactory measures are taken to adequately protect the common property, street verges and

roads from damage, defacement, disfigurement or defilement and the Homeowner undertakes to restore any such common property, street verge and/or road to the same condition it was prior to the minor works being undertaken. The onus is on the Homeowner to report to the HOA, and to photographically capture, any existing damage to the common property, street verge and/or road prior to the commencement of any of the works. Where no existing damage is reported prior to the commencement of the minor works, the state of the surrounding area of the Homeowner will be deemed to be undamaged.

## 22. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and phrases will have the meanings assigned below:

- 22.1. **Building and/or Alteration works** means those works to be undertaken by the Homeowner to build any structure on or to add to or alter any structure on the Property and which works require the written Major Works Approvals by the HOA and Supervising Architect;
- 22.2. **HIG** means this building, landscaping and home improvements guide and regulations and any amendments thereto from time to time;
- 22.3. **HOA** means the Canal East Homeowners Association established in terms of the Constitution and managed by the appointed committee thereof;
- 22.4. **HOEC** means those committee members of the HOA that hold the office of Chairperson, Vice-Chairperson and Secretary from time to time;
- 22.5. **Property** means the erf registered in the name of the Homeowner;
- 22.6. **Garden** means that area of the Property behind a fence or a boundary wall or within the boundary lines (where no fence or boundary wall exists) of the Property;

22.7. **Road Reserve** means the area immediately in front of and/or along the side of and/ or immediately surrounding the Property and which is more commonly known as the "verge";

22.8. **Homeowner** means the registered owner of the Property;

22.9. **Managing Agent** means the appointed administrative agent of the HOA from time to time;

22.10. **Major Works Approval** means the written approval of the HOA and the Supervising Architect for those works, buildings and/or alterations prescribed in this HIG;

22.11. **Minor Works Approval** means the written approval of the HOA for those works prescribed in this HIG;

22.12. **Supervising Architect** means the appointed professional architect approved by the HOA from time to time;

22.13. **Constitution** means the constitution of the HOA;

22.14. **Conduct Rules** means the approved rules regulating the conduct of Homeowners;

22.15. **Development** means the area within the broader Sunningdale development and designated as Canal East Sunningdale.

## 23. INTERPRETATION

23.1. Any reference to –

23.1.1. the singular includes the plural and vice versa;

23.1.2. natural persons include juristic persons and vice versa;

23.1.3. any one sex or gender includes the other sexes or genders, as the case may be;



- 23.2. “including” (or words of similar meaning) means to include without limitation, and if the expression is used with reference to specific examples the “*eiusdem generis*” rule will not apply, and “include” shall have a corresponding meaning;
- 23.3. “law” means any law of general application and includes the common law and any statute, constitution, decree, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and as amended or re-enacted from time to time;
- 23.4. “writing” (or words of similar meaning) means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act 25 of 2002, and “written” or “writing” will have a corresponding meaning; and
- 23.5. a Party includes a reference to that Party’s successors in title and assigns allowed at law.
- 23.6. The words “shall” and “will” and “must” used in the context of any obligation or restriction imposed on a Party have the same meaning.
- 23.7. The clause headings in this HIG have been inserted for convenience only and will not be considered in its interpretation.
- 23.8. Words and expressions defined in any sub-clause will, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 23.9. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect will be given to that provision as if it were a substantive clause in the body of the HIG, notwithstanding that it is only contained in the interpretation clause.
- 23.10. If any period is referred to in this HIG by way of a reference to a number of days or weeks or months or other intervals, the period will be reckoned exclusively of the 1<sup>st</sup> (first) day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a business day, in which case the last day will be the next succeeding business day.
- 23.11. If the due date for performance of any obligation in terms of this HIG is a day which is not a business day, then (unless otherwise stipulated) the due date for performance of the relevant obligation will be the immediately preceding business day.

23.12. This HIG will be governed, interpreted, and enforced in accordance with the laws of the South Africa from time to time.

23.13. If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words, then the words will apply.