

MEMORANDUM OF AGREEMENT TO BUILD

MADE AND ENTERED INTO BY AND BETWEEN

Heritage Heights Home Owners Association (H3OA)
Herein represented by

as the duly appointed

(Hereinafter referred to as 'the COMPANY') of the first part;

AND

(Name of Owner/s)

(ID number)

of Portion _____ of Erf 685, Homeshaven X11, Krugersdorp

(Hereinafter referred to as the 'the OWNER/S') of the other part;

WHEREAS

- A. The COMPANY is the legal registered governing body of all Portions registered to Erf 685, Homeshaven X11, Krugersdorp (hereinafter referred to as 'the ESTATE'). The COMPANY is incorporated as a Non-profit Company as defined in the Companies Act of 2008, Act 71 of 2008, including any amendments, consolidation or re-enactment thereof;
- B. The OWNER/S is the legal title deed holder and registered owner of the Portion of Erf 685 as defined above. The OWNER/S is also a member/s of the COMPANY and is therefore obligated to honour and comply with the Rules of the COMPANY as defined in the Memorandum of Incorporation, Rules and Annexures as published from time to time.

WHEREBY IT IS AGREED AS FOLLOWS

1. The OWNER is hereby granted conditional permission to commence with building works and have building material delivered on the Portion as indicated above.
2. The conditional permission referred to above is inter alia the following:-
 - a. The plans for all building works have been approved by the COMPANY in terms of the Architectural and Aesthetical Rules and Guidelines Rev 3 2013.

- b. The plans for all building works have been approved by the Town Council of Mogale City in terms of all the relevant Statutory Regulations and By-laws.
 - c. The Footway Deposit and all Scrutiny Fees as per the COMPANY Rate Card have been paid.
 - d. The OWNERS Levy account is up-to-date and in current status.
 - e. A Mogale City pre-paid water connection has been applied for and is installed.
 - f. Onsite toilet facilities have been or will be provided.
 - g. If neighbouring Portions will be used for storage of building material permission from that Owner has been obtain in writing.
3. Building works will be inspected by the COMPANY from time to time and the COMPANY reserves the right to suspend work should any unapproved and illegal deviation from the approved plans be discovered. It is the responsibility of the OWNER to call for the following compulsory inspections at the appropriate times. Please allow at least 48 hours' notice.
- a. When foundations have been dug, reinforcement installed and prior to the pouring of concrete.
 - b. Once the foundation concrete has been poured prior to the start of any brick work.
 - c. At completion of the ground floor brick work and prior to installing the first floor slab.
 - d. At completion of the first floor brick work and prior to installing the roof trusses.
 - e. At completion of installing the roof but prior to enclosing the roof spaces.
 - f. Prior to final connection of electricity to meter box (to be conducted and performed by the Estate's Electrician).
4. In terms of the compulsory inspections listed above – no work may continue until after the all clear is given by the COMPANY.
5. Building operation should not exceed twelve months in duration. This is calculated from either the charge out of Footway Deposit, or first delivery of material, or from breaking ground – whichever occurs first. Hence the final date for completion is _____
6. The following access and working time table will be applicable to all construction sites:

Monday to Friday: 08:00 – 17:00

Saturday: 08:00 – 15:00

Sunday: no work or deliveries will be allowed

Public holidays: no work or deliveries will be allowed

7. Strict control and adherence to the “rules of conduct for contractors” are the responsibility of the OWNER.
8. All building rubble and refuse must be removed weekly.
9. The NATURAL colours of Indigenous South Africa, appropriate to our area (Earthy tones, Savannah, Stone colours) form the basis of our Estate Colours. Final colour to be approved by the Aesthetics Committee, colour samples must either be painted on the structure, or swatches submitted for approval.
10. Delivery vehicles may not exceed the following maximum sizes
 - a. Maximum heavy vehicle licence class : Class C
 - b. Maximum Gross Vehicle Mass : 16 (sixteen) Tons
 - c. Maximum number of axels : 3 (three)
 - d. In addition to the above no articulated heavy vehicles (in other words those with a horse/trailer configuration) will be allowed.
11. As OWNER/S I / we understand that it is my / our obligation to familiarise myself / ourselves with the provisions of the MOI together with the associated Rules, Directives and Resolutions as it applies today, and as revised, and/or published by the COMPANY from time to time.
12. As OWNER/S I / We also understand that as such, all the provisions, stipulations and rules will apply ipso facto (by the very fact) to me / us and that I / we will at all-times comply and abide.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2____

Owner #1

Owner #2

For and on behalf of the COMPANY