

THE CLARENS GOLF ESTATE

DISCLAIMER

Any person wishing to enter The Clarens Golf Estate and / or make use of the Private Open Spaces in the Estate does so at his / her own risk. The Clarens Golf Estate Home Owners Association and the individual registered Owners, their agents, employees and appointees, shall not be liable for any injury, loss or damage sustained by any owner or any other person or their property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees. Without in any manner derogating from the above, all entrants to the Estate make use of the streets, parks and jungle gyms thereon, whether public or private, at his / her own risk. Whilst every effort is made to secure and monitor the Estate, the Homeowners Association and individual registered Owners, all their agents, employees or appointees shall not be deemed to have warranted the safety of any owner or other persons or their property (whether moveable or immovable) on the Estate.

WARNING

The Estate has a security system comprising perimeter security, access control and physical patrolling. The system has a detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate.

RULES OF THE HOME OWNERS ASSOCIATION

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INTRODUCTION

Living in the Estate means being part of a community of people who share a secure and high quality lifestyle. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, to the benefit of all without interfering with others' enjoyment.

Genuine respect and consideration by all residents for one another will obviously assure agreeable accord on the Estate.

In the event of differences or annoyances, the parties involved should attempt as far as possible to settle the matter between themselves, exercising respect, tolerance and consideration.

The Board of your Association, in terms of the Articles of Association, is given the power to make rules for the management, control, administration, use and enjoyment of the Estate. The Board has the power to substitute, add to, amend or repeal any rule.

Quite rightly, the Articles of Association require the rules to be reasonable, binding on, and to apply equally to all members. Based upon this rationale, the rules should be seen to be neither

restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction.

The Board also has the right to impose financial penalties (fines) to be paid by those members who fail to comply with the rules. Fines, where imposed, shall be deemed to be a part of the levy due by the Owner. Further, the Board may enforce provisions of any rule by application to the courts.

1 PROMULGATION OF RULES

1.1 Regular revision and publication of Rules

As from the date of promulgation of these rules they shall all apply forthwith and all Residents / owners shall be required to abide thereby. In terms of Clause 4 of the Articles of Association, the Board has the power to make, add to, amend or repeal these rules.

For the purpose of these rules, "Owner" means a Purchaser, Member, Co-owner, Corporate Owner, Trustee, Lessee, Family Member, Invitee or Guest.

1.2 Conflict of existing practice with new Rules

Any existing practices in conflict with the new rules shall cease immediately, unless otherwise resolved as follows: -

Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the Board may be approached via the Estate Manager, requesting (or the Board in its own right may decide) consideration be given to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Board's discretion and shall be binding on all parties.

1.3 Contravention of Rules by "Others"

Any contravention of the rules by any person who gains access to the Estate under the authorization of a member shall be deemed to be a contravention by that member.

2 ARCHITECTURAL GUIDELINES

2.1 Designs to comply with guidelines

The design and construction of all proposed new buildings, extensions, alterations to buildings, fences, gardens and any material change, must be approved by the Association prior to any work being commenced. In addition, the required Local Authority approvals must be obtained for all new buildings, alterations, extensions, gazebo's etc.

2.2 Building Deposits

A refundable prescribed building deposit of R2 000.00 (R200 not refundable) shall be paid by each owner to the HOA which will be kept in trust for the duration of the building operations before commencement of any building activity to cover the costs where the owner or the building contractor is liable for;

- Damage to the road, curb, sidewalk or any other property of the HOA; and/or
- Fails to remove during building operations or on completion thereof, any rubble or building material left on the site, sidewalk and adjoining vacant even.

Only verifiable actual costs incurred by the HOA will be recovered from a deposit. A standard cash slip, statement or receipt produced by the HOA will serve as a prima facie proof of the expenses incurred by the HOA.

Owners are respectfully requested to ensure that building operations are organised so as to minimise the unsightly dumping of material on the sidewalk or the road.

The building deposit or unutilised portion thereof will be refunded, free of interest, within reasonable time to the owner after receipt of a written request by the HOA on completion of the building construction and when not required to cover the cost of items mentioned above.

2.3 Plan approvals

Aesthetic approval will be given on the normal municipal submission plans prior to them being lodged with the local authority for building regulations approval.

Site plans are required for all swimming pools. Special attention is to be given for privacy, water drainage and safety fencing. Approval is required for pool encroachments over building lines.

No construction or installation may commence prior to full Association and Local Authority approvals.

2.4 Conditions regarding Building contractors

Certain rules relating to building contractor activity on the Estate have been adopted by the HOA, the legal

representative of residents and property owners. The primary intention of these rules is to ensure that all building activity is conducted with the minimum of inconvenience and disruption to residents. In the event of any queries in this respect, residents and / or their contractors are most welcome to contact the Estate Manager.

The rules and regulations governing building activity as set out in this document are binding on all residents, their contractors and sub- contractors. Furthermore, all residents are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly complied with. Residents are accordingly required to include these rules in their entirety in any building contracts concluded in respect of any property on the Estate. Such contracts may be required to be submitted to the HOA for prior approval. The HOA has the right to suspend any building activity in contravention of any of the conditions and does not accept any losses sustained by a resident or contractor or sub-contractor as a result thereof, or any claims for damages of whatsoever nature.

No construction may commence unless the water connection is installed on site.

No construction will commence unless an approved site toilet has been installed in a position as approved by the Estate Manager.

2.5 Conditions regarding Building activity

- Unless otherwise agreed by the HOA or its appointed representative, Contractor activity is limited to the following public time hours:
06:00 – 18:00 Normal weekdays
07:00 – 15:00 Saturdays
NOTE: No contractor activity is permitted on Sundays and Public Holidays
- Contractor personnel are not permitted to remain on site between the hours of 18:00 and 06:00. (No sleeping on premises).
- The Contractor shall provide a Supervisor to control the site and inform Estate Manager of the Supervisor's name and cellular telephone number.
- No such Supervisor will control more than 3 (three) single sites at one time. He is to be on site during building hours when required by will be deemed to be the Contractor's representative in the Contractor's absence from site.
- All the Contractor's workers and / or the Contractor's Sub-Contractor workers must enter the Estate in an approved vehicle with a temporary access token, or alternatively obtain a casual employee ID Card at the Estate Manager's office by lodging a valid ID document.
- The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided. Rubbish and / rubble shall be removed weekly and not burnt or disposed of on the Estate. No rubble dumping on adjacent stands or pavement will be allowed.
- The contract site is to be kept clean and properly screened. If the contractor fails to keep the site clean and tidy, (within reason), such a contractor may be prohibited from entering the Estate until such a time that the site is properly cleaned.
- Materials off-loaded by suppliers that encroach onto the sidewalk or roadway, must be moved onto the site by the Contractor. Material and / or rubble must not be allowed to remain on the roadway or sidewalk and it is the Contractor's and Owner's responsibility to clear these areas of all such materials and / or rubble. The same applies to sand or rubble washed or moved onto the road during building operations.
- Deliveries from suppliers must be scheduled in terms of the contractor activity times listed above.

- Building boards may only be erected on the site not on sidewalks. Sub-Contractor's boards are not permitted. All boards must be removed after completion of construction.
- The Owner and the Contractor shall be responsible for damage to curbs and / or plants on the sidewalks and / or damage to private or Estate property.
- Should the HOA have any reservations with regard to the conduct of the Contractor and / or sub-contractor, the HOA reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice, and free of recourse from the owners and / or contractor.
- It is accepted that on commencement this document is fully understood and accepted by the Contractor, owner and / or any sub-contractor and they must undertake to comply with these rules, in addition to any further rules and regulations which may be introduced by the HOA from time to time.
- Only contractors and / or contractor's employees who are in possession of legitimate South African Identity Documents will be allowed access to the Estate. In the event that illegal workers are apprehended on the Estate, that contractor's employees in totality will be denied access to the Estate.
- The HOA shall be entitled to levy fines against Home Owners or their contractors and / or sub-contractors with respect to any contravention of the above.
- All contractors shall be obliged to sign the Standard Code of Conduct applicable to the Estate.

2.6 Prohibited building materials

To allow for diversity of interest, a variety of individual architectural designs will be encouraged. In principle no limitations are placed on building materials other than the following items, the use of which is prohibited;

- Unpainted plaster or unplastered stock brick walls;
- Unpainted or reflective metal sheeting;
- Reflective of false roofing materials;
- Wood panel fencing;
- Lean-to's and temporary carports;

The approval of the HOA should be obtained for the use of any materials other than conventional bricks and mortar.

2.7 Time Limits for Construction

In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within six months from commencement.

2.8 Certificates of Completion

No dwelling may be occupied without first having been cleared by the appropriate authorities confirming that the buildings have been erected in accordance with the approved plans.

3 USE AND OCCUPATION OF A UNIT

(NB: "Unit" means land, stand, dwelling, and outbuilding)

3.1 Use of a Dwelling

The use of a dwelling shall be governed by the Tshwane Municipal Town Planning Scheme in force at the time or any other approved scheme applicable to the Estate from time to time. A unit may be used for residential purposes only. (i.e.: No trading whatsoever will be allowed, nor will any business operations which necessitate staff/clients visiting the dwelling /accessing the estate, or the registration of the premises as a business premises in terms of the Town Planning Scheme).

3.2 Occupation

The maximum number of persons allowed to reside at any one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

3.3 Drying of Washing

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a screened drying yard or other designated area. Items of washing must not be visible from the roads and streets or any of the common areas and must be reasonably screened from the direct view of neighbours.

3.4 Storage of Harmful Substances

No harmful or inflammable substances, or substances which contravene the Environmental Impact Assessment (EIA), may be kept on the Estate. (This rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes).

3.5 Gazebo's

Plans for gazebos must be approved prior to installation.

3.6 Garden/Tool Sheds

Free standing sheds for tools or gardening equipment will be approved on a one to one basis and that approval has been lodged with the local authority for building regulations approval.

3.7 Dolls/Play Houses/Wendy's

Free standing doll's houses, children's play houses in gardens require written permission from the Association prior to installation and will have no possible detrimental effects on neighbours. Applicants must liaise with neighbours before any of the above is applied for. The written consent of neighbours must accompany applications.

4 UPKEEP AND MAINTENANCE OF RESIDENCES

4.1 General House Maintenance

The exterior of every "freehold" dwelling together with fences, driveways, etc., must be continuously and at all times maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition. The maintenance of the exterior of Sectional Title units is the responsibility of the relevant Body Corporate.

4.2 Standards of House Maintenance

Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Estate, the Association shall give written notice to the Owner, or Body Corporate, to carry out the necessary improvements within a specified time.

4.3 Failure to Comply

Should the Owner or Body Corporate fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner or Body Corporate, which amount shall be deemed to be part of the levy due by the Owner or Body Corporate.

5 UPKEEP AND MAINTENANCE OF GARDENS

5.1 General Garden Maintenance

Where in the opinion of the Association the condition of a garden is not up to the required standards of the Estate, the Association shall give written notice to the Owner or Body Corporate to carry out the necessary improvements within a specified time. Residents shall maintain a high standard of garden and pavement maintenance.

5.2 Failure to Comply

Should the Owner or Body Corporate fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner or Body Corporate, which amount shall be deemed to be part of the levy due by the Owner or Body Corporate.

5.3 Maintenance of Sidewalks

All owners have the responsibility to

- Develop and maintain the area between the road curb and their property boundaries;
- Maintain and paint, where necessary, property boundary walling;
- Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
- If owners neglect their sidewalks the HOA will have the right to rectify the neglect and recover the costs from the owner/s

5.4 New Gardens

Owners of property on which residences have not yet been built are required to keep the property cleared and in a clean condition. Where in the opinion of the Association the condition of a garden or undeveloped property is not up to the required standards of the Estate, the Association shall give written notice to the Owner or Body Corporate to carry out the necessary improvements within a specified time. Failure to this paragraph 5.2 (Failure to comply) will be actioned.

6 SECURITY

Security is to provide an access control system. (Residents are responsible for their own safety and to protect their own private property). All Security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate. The estate will be manned by security 24 hours a day, and patrolled on a random basis.

Abuse of guards (who have a very specific and responsible job to do) is strictly prohibited.

No residents may issue instructions to Security Personnel.

6.1 Perimeter Fence

The perimeter fencing and electric fencing serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the estate.

No property may be secured with razor wire or similar fencing. Residents on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence.

6.2 Building next to the Security Fence

Only pointed and rated face brick / clinker brick walls may be built next to the security fence. Such walls must be at least

300mm away from the fence, and are only allowed on one side of the fence.

6.3 Interference with the Electric Fence

No large trees, shrubs and / or any plant may be planted against or in close proximity of the perimeter so as to interfere with the proper function of the security and / or security system. No unauthorised person may interfere with the electric fence.

6.4 General Security Procedures

All owners of residences are encouraged to install alarm systems.

6.5 Messenger of Court, Sheriff of the Court and Police

Due to the nature of this category of persons, access cannot be denied, and confirmation with the person/s to be served, etc will not be obtained. However, Security will ensure valid court orders; warrants, etc are produced before they are allowed in. Security will escort such persons to the premises and the minimum publicity occurs.

6.6 Vacant Houses

It is advisable to report vacant or unoccupied houses to Security. Security will conduct periodic inspections and report any irregularities. Both the security company as well as the HOA will not accept any responsibility for loss or damage to property. Contact numbers must be supplied to Security in case of an emergency. Please ensure that burglar alarms are armed and all windows and doors are secured prior to leaving.

6.7 Reporting to Security

Security is a shared responsibility. Owners must report any suspicious or unlawful occurrence to Security immediately it is seen or perceived. Residents on the perimeter fence must advise any visitors of the dangers pertaining thereto.

6.8 Access discs

Access discs are issued to an individual personal basis only. Only property owners, tenants in the Estate may be issued with access discs. An access disc may not be used by anyone other than the person to whom it is issued. Access discs may not be handed over or transferred to family, friends or others with the intention of allowing them free entry to the Estate. Only one disc may be issued per person and three per household.

Each person issued an access disc has been classified into a data base. Residents have 24-hour access at all points.

Each owner is responsible for the safe keeping and proper use of his/her individual access disc and shall not permit the use thereof by unauthorised persons. (It should be noted all exit/entry movements are recorded on the security computer and are identifiable to each individual).

Access by access disc to the Estate is limited to residents only. Additional access discs for non-resident family members of owners are subject to individual application and approval by the Estate Manager.

On application for an access disc the applicant must produce the original and a copy of his/her Identity Document. Discs are obtainable from the Estate Manager. A fee is payable for the

access card. This fee is determined from time to time by the Directors. Procedures are in place to monitor the swapping of or loan of discs to persons other than who they were issued to. If any person, other than the authorised holder, uses an access disc, it will suspend until reactivation is authorised by the Estate Manager. Residents: every family member who may enter or leave the Estate must enter in terms of the estate rules.

As stated, Discs are the method of identifying an individual and their authority to freely enter and exit the Estate. In the event of the theft of a disc, the theft should be reported to Security or Estate Manager immediately so that the disc can be de-activated.

6.9 Temporary Disabling of Access Discs

The directors can approve the temporary disabling of access cards if the levies payable by the owner is in arrears. Such owner will only be allowed access to the Estate after completion and signing of the access control register. Cards will be enabled 24 hours after the outstanding amount has been settled.

6.10 Security - Gates and Booms

Every member shall stop at all security control gates booms, and then proceed by operating his access disc. Should a member not be in possession of an access disc, or should the automatic system not be operating, the member may only proceed on being allowed to do so by the security guard on duty.

Tailgating (i.e. proceeding through the gates or booms when operated by the car in front of you) is strictly prohibited. This defeats the recording system and compromises security.

Access cards will be programmed in such a manner that residents will only be allowed regress from the estate if they have used the same card to enter the estate. Multiple access or regress will not be possible. (No double entry or double exit)

6.11 Pedestrian access

All pedestrians going through the gates must use their access discs or the workers permits and proceed through the pedestrian access gate. Visitors are not permitted to traverse the Estate on foot. The person being visited must uplift his/her visitor from the gatehouse. Non-disc holders are not permitted to walk on the Estate unaccompanied by a resident.

6.12 Access & egress to and from the Estate

Access and egress to and from the estate is controlled. No person may enter the Estate without having prior authorisation and having been cleared by Security. Security is permitted to detain any person on exit to determine his/her identity prior to allowing them to leave.

Searching of vehicles and pedestrians carrying large parcels may be done from time to time.

6.13 Visitor procedures

Day visitors:

Are defined as any visitor entering and exiting the Estate during the course of one calendar day. All visitors must be confirmed prior to their arrival at the Estate. If this is not possible, Security has been given instructions only to allow visitors' entry after confirmation has been made with the

resident. The resident must be at home, or prior arrangements must have been made with the security supervisor, in order for the visitor to be allowed in. All visitors will be signed in a "Visitor Register" and will be issued with a visitor's card. On exit, the card must be returned to the guard. On exit, the visitor will be signed out after the guard has confirmed the details of the visitor. The loss of the visitor's card will constitute a R50 fine loaded onto the levy of the person being visited in the estate.

The guard will ensure a record of the number of people who entered matches the number leaving; if not, the guard will make enquiries and investigate the whereabouts of missing persons.

Extended stay visitors:

Are defined as visitors who will be staying over on the Estate for 2 nights or more, whether for the purposes of house sitting or other. The visitor will be issued with a temporary visitor access card allowing him/her access to and from the Estate. This access card will only be enabled for the period of time for which the visitor has approval. The access card must be returned to the Security Control Room on leaving the Estate.

6.14 Contractor procedures

Contractors are defined as any person/company appointed to construct buildings, do alterations to residences or property and installations of any kind related to property and equipment. This procedure also applies to temporary labour employed to do "odd jobs", plumbers or electricians called out for an emergency, or any other person/s who will do work of any kind on the Estate. All contractors must be registered through the Estate Manager before entry is allowed. All contractors who will work on the estate for a period of more than 3 days must obtain discs to allow them access into the Estate. A temporary work permit must be obtained for anyone whose work is expected to last longer than 1 day but less than 3. Each person entering on a temporary permit must be in possession of a valid identity document which has been issued by Security at the gate. No contractor is allowed to walk on the Estate. Each person must be transported onto and off the Estate by vehicle. Once on site, neither the contractor nor his labourers may walk off the site under any circumstances. Any contravention of these rules will result in the contractor being removed from site.

6.15 Guardhouse

The guardhouse is strictly out of bounds except to security personnel and other authorised persons. (No loitering) Abuse of Guards (who have a very specific job to do), is strictly prohibited. *(NB. It should be noted that, under normal circumstances, guards are not permitted to operate the gates/booms for any individual without such persons using an access disc, as this defeats the whole basis of the recording system of entries and exits).*

7 USE OF ROADS

The roads on the Estate have been zoned as a "Woonerf," this is where the street reserves will be private open spaces and pedestrians have priority. Because of this, and for the safety of all residents and road users, it is necessary to apply the provisions of the Road Traffic Act 29 of 1989 (as amended). The roads are for the use of all, whether on foot, skates, cycles, cars or trucks and, in our exclusive environment, this

places extra responsibility and awareness on all who use these roads, but more particularly on all adults and especially parents who need to educate and control their children.

7.1 Speed Limit

The speed limit throughout the Estate is 30 kilometres (Km/h) per hour. Any person found driving in excess of 30 km/h, or in a dangerous manner, will be handed over to the local authorities for reckless driving.

7.2 Pedestrians

Pedestrians must be given the right of way.

7.3 Operating Restrictions for Vehicles

No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver's license. Engine powered vehicles, cars and motorcycles may be operated only on surfaced roads, head gear is to be worn at all times. (Sidewalks and open lawn areas are 'out of bounds' to vehicles).

- Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs, which may impede the driver's ability to control the vehicle, is prohibited.
- Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.

7.4 Parking

Parking on sidewalks and open lawned areas is prohibited.

7.5 Scooter Bikes/Dune Buggies/ Off-road Bikes

Scooter bikes or any other vehicle with noisy exhausts may only be driven in a quiet manner on the roads to allow access from the entry gate to residences, or vice-versa, and under no other circumstances. Head gear is to be worn at all times.

7.6 Caravans and Boats

All caravans, boats and trailers shall only be parked at residences.

7.7 Skateboards, In-line Skates, Roller Skates

Skates are a matter of concern to drivers when encountered on roads. While no-one wishes to turn the Estate into a sterile "non-playing area", in the cause of safety, parents are obliged to instruct their children to stop skating and get off the road as soon as any vehicle approaches.

7.8 Dogs and other animals

All residents have a responsibility to ensure that their dogs and/or animals are not the cause of disturbances.

Dogs will not be allowed in open areas without the use of a leash in order to ensure that;

- Walkers are not harassed; or
- Dogs do not cause traffic accidents; or
- Dogs do not foul sidewalks, roads and park areas.
- Dog excretions are to be cleaned up as well in the common areas.

7.9 Picnicking

Picnicking is not permitted on any common property under the jurisdiction of the Association. No person shall discard any

litter or any item of such nature whatsoever at any place upon the Estate except in such receptacles as may be provided.

7.10 Firearms

Discharging of any firearm, air-gun or other lethal weapon is strictly prohibited, save in self-defence.

8 GENERAL

8.1 General Conduct

Respect and general consideration by all members and residents for all other members and all users of the Estate should be exercised at all times. Unreasonable disturbance, inconvenience, annoyance, being a nuisance to, or interference with any other members or residents, or their rights, in any manner deemed by the Association to be unacceptable to harmonious living, is strictly prohibited.

8.2 Personal details

Owners are responsible to ensure that the HOA have their correct residential and postal address details. The HOA must be informed immediately of any change of address or any cell numbers that might affect the entry system to the estate.

New residents to the estate must obtain a copy of the rules and regulations from the estate manager's office and sign acceptance of these rules.

8.3 Domestic and garden refuse.

All domestic refuse shall be put into black trolley bins as supplied by the local authorities and placed in a suitable place within his property and screened from public or neighbours view. On prescribed days and times, the bins must be placed by the resident on the sidewalk for collection. After collection the bin must be returned to the resident's premises.

8.4 Slaughtering

No animal, bird or reptile may be slaughtered within the Estate.

8.5 Curing of Meat, Etc.

No meat, skin, fish or carcass may be hung up to dry or to cure within the Estate.

8.6 Signs

No signs may be displayed in the Estate (giving the name of builders, decorators, furnishers, garden installers, garden maintenance contractors, and the like).

No flags, flag poles, or radio aerials on poles may be erected on private residential units on the Estate.

8.7 Satellite Dishes

Terrestrial and Satellite TV are both the prerogative and responsibility of the owners. The positioning of such dishes and aerials must be of such a nature not to interfere with the general aesthetics of the estate.

8.8 Shade Cloth

The use of any kind of shade cloth, if visible to the public or neighbours is prohibited, other than on building sites.

8.9 Awnings

The style and colour of external awnings must be of such a nature not to interfere with the general aesthetics of the estate.

8.10 Adverts/publicity Material

No private, religious or commercial advertising notices or brochures are permitted to be distributed around the Estate. This does not include letters or notices to owners from the Association.

8.11 Hooting

The use of car hooters within the Estate to beckon or attract the attention of residents or servants is prohibited.

8.12 Jumble Sales/Garage Sales

Any form of jumble or garage sales on any property within the Estate is prohibited.

8.13 Use of and Conduct in Open Spaces

The lighting of fires in any open space on the Estate is prohibited unless at an ordinary residential activity.

Disturbing, collecting or destroying of plant material is prohibited except by authorization from the Estate Manager. Disturbing, harming or destroying any wild animal or bird is prohibited. *(Should wild animals become a nuisance, the problem should be brought to the attention of the Estate Manager).*

The jungle gym is for the sole use of children under the age of 12 years of age. Children are to be supervised at all times. Disclaimer boards have been placed on the park which exempts the AGHOA of any damages/injuries which might be caused.

The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance which may detrimentally affect the amenity of such space, is prohibited. Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided.

For the purpose of these rules, Domestic Employees shall be defined as "any assistant" paid by the Owner to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, gardening, and like chores.

All domestic workers must be registered at the HOA Estate Manager's office. They must be registered by their employer when they are employed. Non-resident domestic employee access will only be validated for the specific days they are working for the resident. Each resident must register his or her domestic employees regardless of whether they are employed by more than one resident and have already been registered.

Casual workers shall be treated in the same manner as building contractor staff and shall be escorted by the owner and recorded in and out at the gates each day. Owners shall be responsible to ensure their employees / workers comply with all security requirements as well as all rules of the Estate.

Only one domestic employee per household may be accommodated on the Estate. If accommodated on the Estate, domestic employees are to be housed on the premises of the employer. If a domestic employee is residing within a household, Security / Estate Manager has to be advised at the time of registration.

If not accommodated on the Estate, domestic employees are allowed to be on the Estate between the hours of 06h00 and 18h00 daily. Any extensions to these hours are to be applied for through the Estate Manager.

Domestic Employees are not allowed to receive visitors in the Estate.

During their off-duty periods, domestic employees are not to wander around the Estate, or visit other houses. They should be encouraged to leave the Estate.

8.14 Resident Employees and Staff

All employees of residents, not classified as domestic employees, must be registered and obtain an access disc for entry to the estate. Access discs will be validated only for recognized normal business hours unless authorized differently by HOA. *No employee is permitted to remain on the estate over night unless prior authority has been obtained from HOA.*

8.15 Fireworks

The lighting or discharging of fireworks within the Estate is strictly prohibited at all times.

8.16 Parties and functions in the Estate

Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within the Estate is discouraged for reasons of disruption to security, parking and the general disturbance of and inconvenience to other residents.

Over and above the normal parties, special care needs to be taken when large functions are to be held within the Estate. Cognizance needs to be taken with regards to the position of the residence in relation to neighbors, parking availability, time of function, type of music to be provided.

8.17 General Aesthetics/Standards

Verandah / garden furniture or any other external appurtenances, decorations, decorative lights, drapes, buntings, umbrellas, signs symbols or whatever which, in the opinion of the Board, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.

Garage doors must be kept closed at all times, other than when legitimate ingress or egress is taking place.

8.18 Residential Guests

Abuse of facilities by residential guests of members / owners is not permitted. Such facilities are available strictly for genuine residential guests and are not available to, nor may they be used by casual day / weekend visitors / guests.

9 LEVY PAYMENTS

9.1 Owners must pay levies in full and in advance by the 1st day of each and every month.

9.2 Owners in arrears at the 7th of the month shall pay interest, (at 3% above the current prime overdraft rate of ABSA Bank and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

9.3 Owners in arrears after 30 days shall have their overdue account, and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account.

9.4 Owners still in arrears after 30 days must pay immediately on being billed the full amount overdue, plus the next levy due, plus interest (at 3% above the current prime overdraft rate of ABSA Bank on the full overdue amount up until the date of payment.

(Any interest on, or collection fees for overdue levies, shall be considered to be part of the levy and treated as such).

9.5 Levy amounts may not be reduced to offset against real, perceived, partial or non-provision of services or for any other reason.

9.6 Owners who are "away" at month-end must make arrangements to ensure the Levies are paid by due date. (Being "on "holiday", "away overseas" or "away on business" and like excuses are not acceptable reasons for late payment of Levies).

Members are encouraged to effect payment by way of debit orders which can be signed for at the offices of the Association's Managing Agent, and which are controlled by the Association and submitted to the Bank by the Association's Managing agent.

10 THE LEASE / SALE OF A UNIT

(NB: "Unit" means land, stand, dwelling, residence or part thereof)

Accreditation of Estate Agents

10.1 An Estate Agent is accredited after signing an agreement with the HOA to the effect that such agent will abide by the stipulated procedures applicable to the sale and / or a lease of the property on the Estate, and after having been inducted in respect of the concepts, rules and conditions under which a purchaser and / or lessee acquires and / or leases the property.

Accreditation of Estate Agents may be reviewed by the HOA from time to time, and an updated list of accredited agents will be made available at the office of the HOA.

The accreditation policy for Estate Agents may be reviewed by the HOA from time to time.

Lease of a Unit

10.2 The Owner must inform the lessees of the rules of the Estate, and must be aware that any contravention of the rules by any lessee shall be deemed to be a contravention by the Owner.

10.3 All leases are to be carried out through Leasing Agencies accredited to the Association.

Sale of a Unit

10.4 The consent to transfer a property within the Estate must first be obtained in writing from the Association and the selling / transferring Owner must have satisfactorily settled all his obligations to the Association prior to consent being given.

10.5 The transferee must agree to become a member of the Association.

10.6 For reasons of security, the nature of the development of the Estate, and various matters about which any purchaser should become aware when buying into the Estate, if an owner wishes to dispose of his property, he shall, to the extent that he requires the services of an estate agent in regard to such disposal, do so in accordance with this Rule 10.

10.7 An Owner who wishes to dispose of his property shall: -

If he requires the services of an Estate Agent, subject to Rule 10 and 11, do so exclusively through an Estate Agent accredited by the Association.

10.8 If an owner fails to comply with Rule 10, the Association shall have the absolute right to withhold its consent to the owner transferring his property until the Rule has been complied with in all respects.

10.9 Where an owner wishes to sell a unit privately and does not wish to use the services of an Estate Agent, this may be done.

11 FAILURE TO COMPLY WITH THE RULES

11.1 Failure by an Owner to comply with any provisions of any rules may result in:

- a call for an explanation and / or an apology, and / or
- a reprimand and a request to comply, and / or
- the imposition of a fine (which shall be deemed to be a part of the Levy due by the Owner), and / or
- the withdrawal of any previously given consent applicable to the particular matter, and / or
- an order to pay for damages resulting from non-compliance with any rule, and / or
- application to the Courts for the enforcement of the rule/s.

11.2 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the BOD who shall take due regard of the nature, circumstances and severity of each misdemeanor, breach or non-compliance.

11.3 Should any owner be aggrieved by any decision made by the BOD they may, within 7 days of the finding, lodge an appeal to the Board of Directors via the Managing Agent giving their reasons for such an appeal.

11.4 Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Owner.

As a guide only, the amount of the fines which might be imposed will, at the Board's discretion, vary broadly between the general scale listed below:

Offence	First Offence	Second offence or disregard of fine
Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration	R50	
Non-compliance	R250	

Blatant disregard of rules or of legitimate instructions	R500	
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(The amount of fines is subject to amendment or review by the Board at its discretion).

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