



SCHEDULE 1 RULES

Version 2.1

April 2024

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Mooikloof Heights Homeowners Association (NPC)

(a pre-existing Non-Profit Company, as defined in the Companies Act, No. 71 of 2008)

Company Registration No: 2005/038938/08

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1. PREAMBLE

- 1.1. Mooikloof Heights Estate ("Estate") is a rural residential development established to be an estate of preference, representing a high quality, peaceful and harmonious lifestyle, to be a place of safety and protection and a home to a happy, prosperous and healthy community. The purpose of the Rules is to ensure this lifestyle for all Members.
- 1.2. The Rules contained herein have been established in terms of the Memorandum of Incorporation of the Mooikloof Heights Homeowners' Association, a Non-Profit Company, with registration number 2005/0389938/08. The Board of Directors may make Rules for the Company, without limitation or restriction and only subject to the provisions of Article 1.3 of the Memorandum of Incorporation, as contemplated in section 15(3) – (5) of the Companies Act.
- 1.3. Mooikloof Heights Homeowners Association strives, through its Board of Directors, to ensure that the Rules are applied and managed with due care, circumspection and discretion in the best interest of the Mooikloof Heights Community and enforced with the necessary due process when required.
- 1.4. The Rules are intended to preserve the prime objectives of the Company, namely to protect and advance the common interest of Owners/Residents of, and Visitors to, the properties comprising the Estate, to set uniform standards for development of the properties within the Estate, to regulate the use of common areas within the Estate and set Rules and standards which will protect the rights of all interested and will promote good neighbourliness.
- 1.5. In the event of differences or annoyances, the Residents involved should attempt to, as far as possible, settle the matter between themselves, exercising respect, tolerance and consideration. The Rules are required 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 and fair interaction.
- 1.6. The Rules are binding upon all Owners/Residents/Visitors of the Estate, as is any decision taken by the Board of Directors interpreting the Rules.
- 1.7. Owners must ensure that their families, visitors, employees, tenants, service providers, guests, contractors and contractor workers adhere to the Rules.
- 1.8. In addition to the Rules, national, provincial and local legislation, are applicable.
- 1.9. These Rules should be read in conjunction with the **Companies Act (71 of 2008)** as well as the registered **Memorandum of Incorporation of the Association**.

2. NATURE OF THE RULES

- 2.1. Save to the extent that the Rules as set out herein were amended, the Rules issued by the Board with regards to conduct of Members or any other matter, in force on the date of acceptance of the MOI by the Members, will remain of force and effect as if they were issued in terms of Article 1.3(2). These amended Rules replace and supersede all previous Rules issued and approved by the Board of Directors of the Association. However, in this respect, the following applies:

- 2.1.1. Subject to the provisions of the previous Rules in effect on and after the commencement date of the amended Rules, anything which was done under a provision of the previous Rules in effect on the day immediately preceding the day on which the amended Rules come into effect and which could be done under a corresponding provision of the previous Rules, is deemed to have been done under a corresponding provision in the amended Rules.
- 2.1.2. The coming into effect of the amended Rules does not affect any rights, debts, obligations and/or any liabilities which existed on the day immediately preceding the day on which the Rules come into effect and such rights, debts, obligations and liabilities shall continue under the Rules on and after the commencement date and shall be deemed to have existed under, in terms of or by virtue of a corresponding provision of the Rules.
- 2.1.3. No extension of time, waiver, relaxation or indulgence granted or shown by the Board in respect of any provision of the amended Rules shall operate as an estoppel against the Board in respect of the enforcement and interpretation of the Rules, nor shall it operate as to preclude the Board thereafter from exercising and/or enforcing any of their rights, and the obligations of any Member, strictly in accordance with the Rules.
- 2.2. In accordance with the provisions of Section 15 of the Act, the Rules as set out in herein, may from time to time be amended, supplemented or repealed in accordance with the provisions of the MOI and the Act. The Company may itself, through its Members in General Meeting, make any Rules which the Board may make in terms of Article 1.3(2) and may likewise vary or modify any Rules made by it or the Board from time to time. The Rules are available for inspection at the office of the Company at all times within business hours and a copy will be made available against payment of the reasonable fee as determined by the Board from time to time.
- 2.3. Any Rules made from time to time by the Company or Board or any amendment or repeal thereof, shall be published to the Members of the Company by delivering a copy of those Rules to each Member by ordinary mail, *alternatively* by telefax and/or e-mail.
- 2.4. The Board must publish any notice of Rules made or amended or repealed in terms of section 15(3) – (5) by delivering a soft copy of the Rules to each Member in the prescribed manner in accordance with Article 7 of the MOI. Unless objection in writing is received by Members entitled to exercise at least 10% of the voting rights at a General Meeting, to any amendment of the Rules within 10 (ten) days from publication of the Rules, the Rules shall become effective in accordance with Section 15(4) of the Act, that is the later of 10 (ten) Business Days after the Rule is filed or the date, if any, specified in the Rule. In the event of the required number of objections being received, the Board may not submit the Rules for filing and must refer the Rules made or amended or repealed for consideration by the Members at the next General Meeting. Any notice of publication of the Rules in terms of Article 7 shall include a prominent statement to the following effect: *“These Company Rules shall take effect 10 (ten) business days after the Company Rules are filed at CIPC, unless written objectionis received by members entitled to exercise at least 10% of the voting rights at a General Meeting.”*

- 2.5. In terms of the MOI , Rules made, amended or repealed by the Board remain in force until ratified by the Members of the Company at the General Meeting following the publication of the Rules to the Members.
- 2.6. For the enforcement of any Rules made by the Board, it shall be entitled to take such action, including proceedings in Court, as they may deem fit. The Board is further entitled to implement a system of fines and penalties from time to time in order to deter any contravention of the Rules and to ensure the due enforcement of these Rules.
- 2.7. The Rules shall include, but not be limited, to the following matters:
 - 2.7.1. the preservation of the environment, including the right to control vegetation and the right to prohibit and/or control the erection of fences and other development on a Property, whether upon or within the boundaries of a Property, which may affect the general aesthetic appearance of the Estate;
 - 2.7.2. all aspects of security, parking, signage and advertising, exterior finishes of buildings or walling and fences, streetscapes and the maintenance of a Property and any improvements thereon;
 - 2.7.3. the right to prohibit, restrict or control the keeping of any animal/bird/pet; the placing or affixing of ornamentation or embellishments to the outside of the buildings or on a Property, including the power to remove, or order the removal, or to procure an order for removal of any such objects;
 - 2.7.4. the conduct of any person or persons within the Estate for the preservation of peace and tranquillity and the prevention of nuisance of any nature to any Member/Resident, or to prevent any harm to the environment;
 - 2.7.5. the furtherance and promotion of any of the objects of the Company and/or for the better management of the affairs of the Company and/or for the advancement of the interests of Members of the Company;
 - 2.7.6. the right to control access to the Estate and to a Property to protect the security of the Estate and of the Residents;
 - 2.7.7. the control of any visitors, contractors and employees and restriction of their access to and activities within the Estate;
 - 2.7.8. the enforcement of any of the Rules;
 - 2.7.9. the operations and activities of all businesses whatsoever conducted on or from a Property within the Estate, including the methods of sale and advertising within the Estate;
 - 2.7.10. the Rules regulating the conduct of estate agents within the Estate, show-houses, registration, property transactions, the control and movement of the estate agents and their clients (prospective purchasers of Properties in the Estate);
 - 2.7.11. the maintenance and preservation of the natural environment and the protection of fauna and flora and the eradication of undesirable fauna and flora;
 - 2.7.12. the Rules concerning construction and material specification and Architectural Guidelines and Rules and requirements of all improvements and in particular, without derogating from the generality of the afore-going, structures of whatsoever nature, paving, pavements / sidewalks, the appearance

of streetscapes, installations of whatsoever nature, including without limiting the generality thereof, air-conditioning units, any power saving devices, generators, swimming pool pumps / filters, TV aerials / dishes / antennae, lighting, washing lines, refuse bins, building rubble, carports, awnings, security systems and landscaping features as well as the maintenance and upkeep of all the afore-going;

- 2.7.13. the control of vehicular traffic of whatsoever nature, including parking;
- 2.7.14. the use of any facilities or amenities within the Estate;
- 2.7.15. the safety and other Rules applicable to the playing of any sport or engagement in any other recreational activity, including, but not limited to, the use of balls and other sporting equipment, cycles, scooters, skateboards, etc.;
- 2.7.16. the control and recycling of refuse, littering and other safety and anti-pollution related measures;
- 2.7.17. the maintenance of all roads, pavements, buildings, outbuildings, structures, electricity, water and sewerage, reticulation, improvements of any nature and landscaping of Common Property and individual Properties;
- 2.7.18. the right of reasonable access to a Property in order to affect the maintenance of any matters referred to in this MOI or the Rules;
- 2.7.19. the conditions for the use of all or certain parts of the Common Property, such as streets, club house and other open spaces, etc.;
- 2.7.20. the restriction of domestic workers and other employees and their movement in the Estate;
- 2.7.21. directives concerning processes to be followed regarding internal dispute resolution between Members and the Company concerning conduct and/or the use of Common Property;
- 2.7.22. the Rules that may become applicable or necessary from time to time to effectively discharge all the obligations of the Company as a juristic person and “responsible party” under the Protection of Personal Information Act No. 4 of 2013 and also the prescriptions of the Promotion of Access to Information Act No. 2 of 2000 for the proper protection, processing, control of and access to the personal information of its Members and any other data subjects that may come under its control; and
- 2.7.23. in general, Rules for the management, administration and control of the Common Property and conduct of the Members in order to maintain tranquillity, good neighbourliness and a safe and peaceful living environment in the Estate.

3. BINDING NATURE OF THE RULES

- 3.1. The MOI and the Rules are binding on all the Owners and their families, visitors, employees, tenants, service providers, guests, contractors and contractor workers. It is the duty of an Owner to furnish a copy of the MOI and the Rules to his / its tenant and to refer in the Rental Agreement to the binding nature of the MOI and the Rules.

- 3.2. Transgression of the Rules by an Owner's family members, visitors, employees, tenants, service providers, guests, contractors and contractor workers, shall be deemed to have been committed by the Owner. This does not preclude the Association from taking such action against the transgressor as the Board, in its discretion, deems fit.

4. INTERPRETATION

- 4.1. Unless the context otherwise indicates, the words and phrases as used or referred to in the Rules shall bear the same meaning as ascribed to such words and phrases in the MOI.
- 4.2. In interpreting or construing the Rules, unless the context indicates otherwise:
- 4.2.1. any reference to the singular shall include the plural and vice versa; and
- 4.2.2. any reference to any gender shall include the other gender and *vice versa*; and
- 4.2.3. any reference to a natural person shall include a reference to a legal person/entity (whether incorporated or unincorporated) and *vice versa*; and
- 4.2.4. paragraph headings are for reference purposes only and shall not be taken into account in interpreting or construing the import or tenor of the Rules or any clause or provision.
- 4.3. In the event of any conflict between the provisions of the Rules and the provisions of the MOI, the provisions of the MOI shall prevail.
- 4.4. The terms, conditions, rights, promises, undertakings, covenants, restraints, obligations and provisions contained, conferred or imposed under the Rules (and all of which are for convenience referred to as "provisions") are severable and divisible as to each provision, or part thereof, and should any provision be found to be invalid or unenforceable by a competent court, such a finding shall, subject to the order of such court, not affect the validity and/or enforceability of the remaining provisions or parts thereof. *Further, in the interpretation of any rule, words will carry the normal everyday meaning, as found in the general tongue.*
- 4.5. Further, in the interpretation of any rule, words will carry the normal everyday meaning, as found in the general tongue.

5. DEFINITIONS:

"Act" means the Companies Act, 71 of 2008;

"Alien species" as defined in any applicable, national and/or provincial legislation.

"Association" means the Mooikloof Heights Homeowners Association;

"Article" means an article in the MOI and includes a reference to a sub-article of the MOI;

"Board" means the Board of Directors of the Company from time to time;

"Clearance certificate" means a letter of confirmation issued by the Association that an Owner is in good standing with Company in respect of all payments due to the Company.

“Company” means the Mooikloof Heights Homeowners Association (NPC), registration number: 2005/038938/08;

“Construction” means activities with the purpose of building any structure on a Property, including swimming pools, dams, water features and landscaping earth works;

“Contractor” means any contracting enterprise, its representatives and sub-contractors, entering the Estate for purposes of conducting construction, building renovations, landscaping and the like, including service providers that have entered the Estate to provide services on any one construction site for more than ten daily visits;

“Contractor worker” means a person who is permanently or temporarily employed by a contractor;

“CSOS Act” means the Community Schemes Ombud Service Act, Act No. 9 of 2011;

“Directors” means the Directors of the Company appointed in accordance with the MOI;

“Dwelling” means the dwelling built on a Property;

“Employee” means a person appointed by a Resident to perform general domestic duties and/or garden work and includes a temporary worker who has worked for a Resident for more than 10 weekdays in succession;

“Estate” means the Mooikloof Heights Residential Estate;

“Levies” means all contributions levied from time to time by the Board upon Members for the purpose of meeting all expenses which the Company has incurred or which the Board reasonably anticipate the company will incur in the attainment of its objects and the pursuit of its business, and as more fully stipulated in Article 1.5(6) of the MOI;

“Member” means a member of the Company and refers to Owners;

“MOI” means the Memorandum of Incorporation of the Company;

“Owner” means a person in whose name a Property in the Estate is registered in the Deeds Registry;

“Outbuilding” means structures designed for recreational purposes that form part of the entertainment area of a dwelling and which must be linked to the dwelling via the entertainment area through paving, pool, pool deck, roof, or patio;

“Ombud Service” means the service provided in terms of the CSOS Act;

“Service provider” means a person or enterprise that sporadically / ad-hoc renders services to Residents on a Property in respect of which a completion certificate has been issued prior to the rendering of the aforesaid services;

“SOP” means a Standard Operating Procedure that sets out the standard security protocols, building protocols, penalty protocols and procedures applicable in the Estate;

“**Property**” means an undeveloped, partly developed and developed erf in the Estate;

“**Resident**” means an Owner and / or any person occupying a Property, on a temporary or permanent basis, by agreement with and /or consent from an Owner of the relevant Property, or through his affiliation or Association with that Owner;

“**Rules**” mean the Rules as set out herein;

“**Sidewalk**” means the area from the street kerb up to the street boundary of a Property, alternatively called verges;

“**Visitor**” means a person entering the Estate for a temporary visit to a Resident. This definition must be read together and interpreted in conjunction with the Rules applicable to the specific types of visitors referred to herein.

“**Written**” means in writing, printed, type-written, lithographed, telefaxed, electronically mailed or any other process producing words in a visible form.

6. CONDUCT RULES

6.1. GENERAL

6.1.1. The collective pride in the Estate depends on the contribution made by every Owner in creating and maintaining an **aesthetically pleasing appearance** of their own properties and thereby of the Estate as a whole.

6.1.2. **Littering** in the Estate is strictly prohibited. Common areas and open spaces must be kept neat and litter free.

6.1.3. **Rubble or refuse**, of whatever nature, may not be dumped or discarded in the Estate but must be stored in a movable container which must be emptied in accordance with the Rules.

6.1.4. The **lighting of fires** on the Estate is strictly prohibited unless for the express purpose of braaiing at an authorized function, or braaiing at an ordinary Residential activity on a Property and provided the braai facility is in a proper receptacle/burner or Lapa/BOMA specifically built for that purpose. Burning of refuse is not permitted in the Estate. A fine of up to R25 000 may be imposed by the Board in respect of the transgression of this Rule.

6.1.5. Residents shall maintain a high standard of **garden and sidewalk appearance**.

6.1.6. **Swimming pool, Jacuzzi, hot tub, fishpond or artificial fountain water** may not be emptied onto any common areas, neighbouring properties or into the sewer system but into the storm water drainage system.

6.1.7. All properties must be kept **clean and tidy**. Trimming of “veld” grass and the removal of forbidden alien plant species must be done on a regular basis.

6.1.8. No pets/animals are permitted to swim in the **Estate swimming pool** and no bathing by Residents and/or pets/animals shall be allowed in any public water feature.

- 6.1.9. **Lights** shall be adequately positioned so as not to cause a discomfort or any nuisance to other Residents.
- 6.1.10. In order to prevent any damage to roads in the Estate, Residents should refrain from excessively discharging **irrigation water or water used** to wash down pavements, vehicles etc into the roads.
- 6.1.11. If, in the view of the Board, uncompleted construction activities create a risk in respect of safety, security or maintenance or is aesthetically unacceptable, the Owner will be informed to rectify the aforesaid situations. Should the relevant Owner fail to comply with the instructions of the Board in this regard, the Board may appoint a contractor to remedy the situation at the cost of that Owner.
- 6.1.12. No **advertising**, of whatever nature, will be allowed in the Estate or at its entrance.
- 6.1.13. The following **activities** are specifically prohibited in the Estate:
- 6.1.13.1. Auctions other than Property auctions
 - 6.1.13.2. Exhibitions
 - 6.1.13.3. Jumble sales
 - 6.1.13.4. Door-to-door canvassing
 - 6.1.13.5. Direct sales
- 6.1.14. The **auction of properties** is allowed subject to prior arrangement and consent of the Board.
- 6.1.15. **Vandalism** in the Estate, of whatever nature, is strictly prohibited.
- 6.1.16. Parents, guardians and persons in loco parentis have the particular responsibility to ensure, as far as is reasonable, that their children, children subject to their control and the children of their visitor(s) adhere to the Rules and shall not allow them to act in breach thereof. Residents who are parents, guardians or persons in loco parentis will be held responsible for transgressions of the Rules by their children or persons under their supervision.
- 6.1.17. Only Owners and designated contractors, with prior consent from the Board, will be allowed to enter the **sewerage (FAM System) area**.
- 6.1.18. An Owner or resident may not do anything to his property which has a materially negative effect on the value or utility of another property or the Estate's common property.
- 6.1.19. The following requirements should be followed by Owners and residents where **animals are slaughtered** on his property:
- 6.1.19.1. The applicable municipal by-laws must be adhered to
 - 6.1.19.2. The suffering of the animal must be kept to a minimum
 - 6.1.19.3. The slaughtering must be conducted in a humane way
 - 6.1.19.4. The meat of the animal slaughtered must be for the consumption of the persons attending the ceremony and not for sale to anyone or for transportation
 - 6.1.19.5. Proper steps must be observed in terms of national Health Regulations with regard to the disposal of the carcass
 - 6.1.19.6. The animal must be slaughtered on the particular property and not closer than 30 metres to neighbouring properties or the street

- 6.1.19.7. Neighbours must be advised, at least 7 calendar days in advance, of the exact time that the slaughter will take place
- 6.1.19.8. The area of slaughter must be cleaned up within 24 hours after finished
- 6.1.19.9. No slaughtering of animals will be allowed on the Estate's common property.

6.2. USE OF ROADS

- 6.2.1. The use of the roads is an integral part of the Estate for the benefit of all Residents, Visitors, Contractors and Others. Drivers of vehicles do not have preferential right of use and must afford equal right of use to cyclist and pedestrians.
- 6.2.2. The roads on the Estate, in spite of being 'private', are also used by the public. Because of this, and for the safety of all Residents and other road users, the provisions of the National Road Traffic Act (93 of 1996) regarding road usage shall apply. The Association shall, in addition, enforce its own Rules and sanctions as provided herein in respect of the use of its roads and may also impose a penalty in terms of the Rules in consequence of a contravention thereof and of the Road Traffic Act.
- 6.2.3. The speed limit is restricted to 40 kilometres per hour. The modes and methods of speed measuring shall be in the sole discretion of the Board, and such measured speed shall be conclusive proof of the speed driven by any person.
- 6.2.4. Residents are to ensure that their guests are aware that children may be utilising the roads for recreational purposes. However, parents are responsible for the safety of their children when they are using the roads and must ensure that their children adhere to road and traffic Rules and Laws.
- 6.2.5. Where businesses are allowed to be conducted from home, parking on sidewalks by visitors is prohibited.
- 6.2.6. Parking in streets is prohibited.
- 6.2.7. In respect of undeveloped Properties or Properties under construction, only the Owners of such Properties and persons, with the consent of those Owners, may park on such Properties.
- 6.2.8. Save for entering into and exiting from the Estate, the use of quad bikes, dune buggies, mini motor propelled tractors, go-carts, off-road vehicles, motorcycles or any other similar type of vehicles, within the Estate is prohibited. The security service provider however may use any vehicle as allowed by the Board.
- 6.2.9. The Association reserves the right to refuse vehicles that are, or appear to be, unroadworthy or unlicensed, entrance to the Estate.
- 6.2.10. The causing of a nuisance through the use of vehicles with noisy exhaust systems is prohibited.
- 6.2.11. The driver of any engine powered vehicle must be in possession of a valid driver's license for the said vehicle.

6.3. GOOD NEIGHBOURLINESS

- 6.3.1. Any activities which causes nuisance to fellow Residents are strictly prohibited.
- 6.3.2. No business may be conducted from a Property without prior written permission of the Board and may only be operated as prescribed by the Rules.
- 6.3.3. Swimming pool pumps, swimming pool heating apparatus, cold storage rooms, power generators, water features and any motorised equipment shall be placed and installed in such a way that it will not cause any noise or nuisance to neighbours and/or other Residents. Where such noise or nuisance is caused the Association shall have the right to take any reasonable steps it deems necessary to rectify the situation.
- 6.3.4. Any noise levels shall be reduced to a level that does not create a nuisance or disturbance to other Residents and must not be audible by neighbours from 22h00.
- 6.3.5. The use of electric power tools, lawnmowers, grass trimmers and the like, is limited to the following hours:
 - 6.3.5.1. Monday to Friday 07:00 to 18:00
 - 6.3.5.2. Saturday 08:00 to 17:00
 - 6.3.5.3. Public holidays 08:00 to 13:00
- 6.3.6. Laundry must only be hung on washing lines which are screened from the street and neighbouring properties as indicated on the building plans.
- 6.3.7. Residents shall ensure that their employees do not loiter in the Entrance and Clubhouse areas of the Estate.

6.4. EMPLOYEES

- 6.4.1. Residents must register their employees, whether permanent, temporary or on contract basis, with the Association. The Board may from time to time issue and/or amend guidelines and protocol for registration of employees. The employer must convince the Association that an employee does not have a criminal record and the Association reserves the right to conduct its own criminal record search regarding an employee.
- 6.4.2. Sleep-in by employees is a privilege which is authorised in the sole discretion of the Board, which authorisation will not be unreasonably withheld.
- 6.4.3. The number of sleep-in employees is limited to 2 per Property. Residents may however apply for authorisation from the Board to allow more sleep-in employees. Each application will be treated on merit. Authorisation is considered at the sole discretion of the Board but may not be unreasonably withheld. The Board may determine reasonable conditions with regard to such authorisation.
- 6.4.4. A sleep-in employee may only reside on the property on which his employer resides.
- 6.4.5. No friends or spouses or any other family members of a sleep-in employees may sleep over in the Estate. However, permission may be given by the Board, upon application, for such persons visiting

an employee to sleep over for up to 5 nights per visit. Such permission may not be unreasonably withheld.

- 6.4.6. If a sleep-in employee or his visitors do not obey the Rules, sleep-in authorisation may be cancelled, and such employee will be viewed as a non-sleep-in employee.
- 6.4.7. A maximum of 2 gardeners will be allowed on a Property. More than 2 gardeners will only be allowed upon approval by the Estate Manager, which approval will not be unreasonably withheld.
- 6.4.8. A person appointed by an Owner as caretaker of his Property for a holiday period must apply for a "Holiday Access Card" for the appointed caretaker. The card will give the caretaker access to the estate. The caretaker may sleep in on the Property which he / she attends to. The card expires at the end of the holiday period for which the caretaker is appointed.

6.5. PETS

- 6.5.1. The keeping of any pet must be approved by the Association, which approval shall not be unreasonably withheld.
- 6.5.2. All pets must be registered with the Association.
- 6.5.3. The maximum number of pets that may be kept is 4 per species.
- 6.5.4. Residents must ensure that their pets are not a nuisance or danger to persons or other animals. The Association shall have the right to demand that a Resident remove a pet should such pet become a nuisance or a danger in the Estate. In the event of a Resident failing to comply with such a demand the Association may remove the pet at the cost of the owner of that pet.
- 6.5.5. NO PET IS ALLOWED TO ROAM THE STREETS and must be held on a controlled leash in all common areas, sidewalks or kerbs. Pets found roaming the streets or common areas of the Estate unattended, with or without identification tags, shall be removed to a pet housing facility at the owner's cost and the owner will be responsible for the collection of his/her pet.
- 6.5.6. The Association shall only consider written complaints concerning pets.
- 6.5.7. Breeding of animals is not allowed in the Estate.
- 6.5.8. The keeping of cats must be approved by the Association. All cats must be spayed at the cost of the owner and the owner must provide written proof thereof by veterinarian surgeon to the Association before approval to keep such cat will be considered.
- 6.5.9. Every dog and cat must have and wear a collar and tag indicating the name and contact details of the owner.
- 6.5.10. The following animals may not be kept: Horses, poultry, game, buck, geese, ostrich or livestock.
- 6.5.11. Aviaries, catteries and dog kennels are not allowed.
- 6.5.12. Pet excrement deposited in a common area, sidewalks or kerbs must be removed immediately by the owner of the guilty pet.
- 6.5.13. Residents must ensure that their pets are properly kept within the boundaries of their properties and be kept in decent, hygienic and aesthetically acceptable housing.

6.6. SECURITY

- 6.6.1. Security is of paramount importance for life and possessions, therefore maximum security will be maintained in the Estate. Residents are obliged to familiarise themselves with the security protocols and procedures of the Estate and are advised to attend all meetings called by the Estate to inform Residents on security matters.
- 6.6.2. The Estate must be manned 24 hours a day by such security personnel as the Association may determine. Security shall be operated in accordance with the Estate SOP. The SOP can be obtained by Owners from the Estate Manager upon application to the Board.
- 6.6.3. Security personnel have a difficult and unenviable task. Everyone's support and cooperation are expected. Rather than being obstructive or abusive towards the security employees when they are carrying out their prescribed duties, Residents should display a positive and supportive attitude in order to instil mutual loyalty and respect. All complaints against security personnel must be submitted in writing to the Estate Manager, stating name, place, time and incident.
- 6.6.4. Residents must advise the Estate Manager in writing of their telephone number/s and any changes thereof to enable Security to contact them.
- 6.6.5. Security Rules and protocols as approved by the Board from time to time, including the SOP must be adhered to at all times by Owners and all persons entering the Estate. It is the duty of an Owner to inform their families, tenants, contractors and their workers, service providers, visitors and employees about these protocols and rules.
- 6.6.6. Persons other than Residents must enter through the gatehouse in accordance with the designated security provisions in force for that specific type/group of visitors. Persons not adhering to those provisions will be denied access to the Estate.
- 6.6.7. Residents must adhere to any identification system as prescribed by the Board from time to time with regards to their employees, contractors, contractors' representatives, contractor workers or any other visitor. Security may at any time request presentation of the prescribed identification documents from anyone if deemed necessary. Any person who does not obey such a request shall be denied access to the Estate.
- 6.6.8. Termination of the services of contractors and of employees must be reported by the relevant Residents to the Estate Manager within 48 hours from such termination. Failing to report such termination shall be treated as a serious violation of security and a fine of R10 000 will be issued to the failing Resident.
- 6.6.9. A register of issued access remote control devices and tags must be kept by the Estate Manager. Owners and tenants shall under no circumstance divulge any security codes or access tags provided to them to enter or leave the Estate. Residents, to whom any form of access tag or remote had been issued, shall not allow any other person to use such device. Where a Resident puts an outsider in possession of a tag or remote or allow any unauthorised person to use such devices, it will be treated as a serious security violation and a fine of R25 000 shall be imposed on such a Resident. All lost

tags and remotes must be reported to the Estate Manager. A random check may be conducted by the Estate Manager and / or Security Manager and a fine of up to R10 000 shall be imposed in respect of any lost tag or remote not reported.

- 6.6.10. Where a Resident or a member of his household wrongfully, whether wilfully or negligently, consents to the entering of a person (trespasser) who has no business with the aforesaid Resident or the member of his household and the trespasser commits or attempts to commit any wrongful act in the Estate, it will be treated as a serious security violation and a fine of R25 000 shall be imposed on such a Resident. This may include the laying of a criminal charge against the Resident who effected the wrongful entry.
- 6.6.11. The Association recommends, as a further security measure, that all Owners install an alarm system and/or panic button as soon as possible after completion or taking occupation of their homes.
- 6.6.12. Residents may contract outside security service providers for the provision of armed response services. Access to the Estate for these security service providers is subject to the Estate security protocols and procedures obtainable from the Estate Manager. Where such an outside service provider's services are required by a Resident, the Estate appointed security provider shall not provide security services in respect of that specific incident and the Resident indemnifies the Estate as well the Estate appointed security service provider from any loss or damage, of whatever nature, resultant in respect of the aforesaid incident and in respect of the service delivery of the outside service provider during the time that the outside security service provider conducts services on the Estate. Residents, who appoint an outside security service provider for the provision of armed response services, are compelled to complete the indemnification document kept at the Estate Manager's office. Any additional security expenses caused for the Estate and / or the Estate appointed security provider in respect of incidents where the services of an outside armed response provider was required shall be for the account of the Resident who required the specific armed response services.
- 6.6.13. All burglary attempts or instances of fence-jumping or breaches of security protocol or any other suspicious conduct or incidents must be reported to a member of the security employees and the Estate Manager.
- 6.6.14. No person shall tamper with security equipment or installations. Any tampering must be reported to the Estate Manager immediately. Tampering with security equipment and installations is a serious security violation and a fine of R25 000 shall be imposed.
- 6.6.15. Residents shall, after prior arrangement, grant security and / or maintenance personnel reasonable access to their properties for the purposes of required maintenance and /or installation of security equipment of the Estate. In case of an emergency no prior access arrangement is necessary. Any Resident who denies the aforesaid personnel access to a Property or who, in any way whatsoever, wilfully or negligently, causes such personnel not to gain access to his Property or obstructs them from exercising their duties, shall be fined R10 000. Damage caused to any Property by the said

security personnel during the maintenance / installation process will be for the account of the Association.

6.6.16. Residents must cut back and prune any trees or bushes that touch the electric fence, failing which a fine of R10 000 shall be imposed.

6.7. STREETScape

6.7.1. The participation and contribution of every Resident will help create a neat and maintained streetscape.

6.7.2. A pedestrian pathway is planned for the Estate. A strip of a minimum width of one point five meters (1.5m) measured from the rim of the street curb, will be cleaned in future to allow for a pedestrian pathway.

6.7.3. Residents shall maintain lawn, trees, plants and shrubs on the sidewalks and keep it in a clean, aesthetically pleasing and neatly manicured condition. The Association may compel a Resident to improve the condition and aesthetic appearance of this area when deemed necessary, at the cost of the Resident.

6.7.4. No sidewalk trees, shrubs, plants or lawn may be damaged or removed without the permission of the Association.

6.7.5. Garden fences and/or walls, driveways and guardhouses forming part of the sidewalk shall be regularly repaired, maintained and painted where necessary.

6.7.6. Sidewalks during construction phase:

6.7.6.1. No temporary structures may be placed on the sidewalk only during construction periods.

6.7.6.2. The Owner will be liable should there be any damages to the street and street kerbs caused during this phase.

6.7.6.3. Construction materials, rubble or refuse may NOT be dumped or stored on sidewalks areas, undeveloped Properties or common areas. Such material shall be placed in suitable waste containers on the construction site or be screened in accordance with the building contractor's Rules. Building material may only be stored on the sidewalks under special circumstances with the approved by the Association.

6.7.6.4. Building rubble shall be removed regularly.

6.7.6.5. It is the responsibility of Owners and/or Residents to clear the sidewalk within one working day from date of accidental delivery or dumping thereof.

6.7.7. No advertising signboards or the like shall be placed in the Estate except those displayed by main contractors during the construction phase.

6.7.8. Small structures may be erected on the sidewalk to show Property numbers. These structures must be approved by the AC.

6.7.9. Caravans, trailers, equipment, tools, engine and vehicle parts and the like, shall be located out of view and totally screened from any street and neighbouring Property view.

- 6.7.10. After a completion certificate has been issued, only passenger vehicles utilised for the transport of the Residents of a Property and their guests may be parked and /or stored on a specific Property. Only temporary parking of the vehicles of visiting guests is allowed. Other vehicles parked / stored in the Estate may be removed by the Association at the Resident's cost.
- 6.7.11. Streetscapes should be inviting and not hamper pedestrian traffic and therefore no concrete balls or pillars, hard elements such as rocks, stones or similar items, whether decorative or otherwise, are allowed where it will hamper pedestrian traffic on the sidewalks. Repeat offenders will be fined monthly until the said objects are removed. If these objects are not removed when requested to do so by the Association, the Association may remove it at the Owner's cost. With regard to properties where development is in progress on neighbouring Properties, enforcement of this Rule is suspended until completion of such development. Boulders are allowed as an aesthetic/decorative feature of the sidewalk garden.
- 6.7.12. Within one month after occupation of a Property, the Owner must commence with the clearing and developing of the sidewalk of the Property and must be completed to acceptable standards within three months from date of occupation. If the sidewalk development is not finished within the aforesaid three months, a fine will be issued. The Owner will be given a further 1 month to complete the sidewalk development. If, after the aforesaid 1 month the sidewalk is then still not developed to an acceptable standard, the Association may forthwith develop the sidewalk at the Owner's cost.
- 6.7.13. If the sidewalk is developed within the 3 months in 17.12 above, but not at an acceptable standard, the AC will inform the Owner thereof and an alternative finish must be proposed and approved by the Association within 14 days from the notice of the AC. If not done within 14 days, the Association may prepare an alternative development for the sidewalk at the Owners cost and the Owner will be given 2 months to complete the sidewalk at own cost. If the sidewalk is then still not developed to an acceptable standard, the Association may develop the sidewalk at the Owner's cost.
- 6.7.14. All outbuildings must complement the dwelling's architectural design.
- 6.7.15. No outbuilding may be used as a storeroom/storage facilities or servants' room.
- 6.7.16. All storeroom / storage facilities and servants' room/quarters must be linked to the dwelling by roof structure.
- 6.7.17. Plants, ornaments and other fixtures on the pavement areas should not obstruct pedestrian traffic or obscure the vision of motorists. Should trees be planted on sidewalks, Owners must liaise with the Estate Manager to prevent trees being planted on top of sewer, water main lines and fibre lines. Damages caused by trees in this regard will be repaired at Owner's cost.
- 6.7.18. Building plans (architecturally drawn not required) must be submitted to and approved by the Aesthetic Committee for all structures on a Property that are not structurally linked to the dwelling. This will include, but is not limited to, garden walls/features, BOMA's, Lapa's, animal housing, water tanks, dolls and tree houses and children's play parks. The design of all play parks, dolls and tree

houses must be approved by the AC and painted and maintained and painted to the satisfaction of the Association.

- 6.7.19. No prefab structures, Wendy houses, containers or any other loose standing temporary structures may be erected or placed on a Property. The Association may remove such structure at the Owner's cost. This sub-rule does not apply during the construction period. However, all temporary structures placed during this period as well as construction vehicles and equipment must be removed from the construction site within 30 days of issuing of a completion certificate. If not removed within 30 days, the Association may forthwith, without notice to the Resident of the relevant Property, remove the structure, vehicles and equipment at the cost of the Owner.
- 6.7.20. Temporary and / or movable structures used for functions/parties/gatherings may not be placed on a Property for longer than 15 days. If not removed within 15 days from erection, the Association may forthwith, without notice to the Resident of the relevant Property, remove such structures at the cost of the Owner.
- 6.7.21. No structures, vehicles or other objects may be erected or placed permanently or temporarily on a servitude or open area of the Estate unless prior written approval has been granted by the Estate Manager. Application for such approval has to be submitted at least eight weeks prior to required date. Any of the aforesaid structures, vehicles or objects may either be removed or clamped by the Association at the cost of the offending party.

6.8. ENVIRONMENTAL AND AESTHETIC APPEARANCE

- 6.8.1. The Board must determine and develop a very high aesthetical and environmental standard for the Estate.
- 6.8.2. Communal areas must be kept clean and litter free at all times.
- 6.8.3. Disturbing, damaging, collecting or destroying of plant material is prohibited except with approval 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.
- 6.8.4. Trimming of "veld" grass must be done on a regular basis on undeveloped Properties. Grass must be trimmed to a height not exceeding 60 cm throughout any season. If grass is not trimmed to the aforesaid height the Estate may trim the grass at the Owner's cost. The permission of the Board must first be obtained for the of keeping of "natural veld" that does not form part of the formally landscaped garden and/or formally landscaped garden/flower beds. This permission shall not be unreasonably withheld. This part of the garden must be screened from street view. Measures should be taken to keep it under control and in such a condition that it does not create a security risk and the grass must be trimmed to a height not exceeding 60 cm throughout all seasons. If grass is not trimmed to the aforesaid height the Estate may trim the grass at the Owner's cost. This Rule does not apply to

decorative “veld” grasses that form part of the formally landscaped garden and/or formally landscaped garden/flower beds.

- 6.8.5. Forbidden plant species, as defined by the applicable legislation, are not allowed. Owners must ensure that declared noxious weeds and forbidden alien plant species are not allowed to grow in their gardens or on sidewalks. Residents who plant forbidden plant species on their properties shall be requested by the Board to remove such plants and must comply with this request within 30 days. If not removed as requested, the Estate shall remove these plant species at the Owner’s cost.
- 6.8.6. Movable toilets and storage containers may only be placed on a Property during the construction period.
- 6.8.7. Trailers may not be visible from the street.
- 6.8.8. No construction vehicles/structures (movable toilets, storage containers, etc.) or rubble/material may be left on a partly constructed Property. A notice of removing of such vehicles and structures and cleaning up of such rubble/material will be issued to the Owner after 3 months of stopping of building activities. If not done within 1 month from service of this notice, the Association will impose a fine or clean such Property and remove all construction vehicles and structures at Owner’s cost.
- 6.8.9. Where building activities on a partly developed Property is stopped for longer than 1 year, the Association may demolish all ground works such as, but not limited to, trenches for plumbing, gardens, garden pools and dams, swimming pools and the like. The Association may further clean up the Property and remove all construction vehicles/structures (movable toilets, storage containers, etc.) or rubble/material. All building material that are still on the Property at that time shall be stored in a screened area on that Property erected by the Association. All the costs incurred by the Association will be added to the levy account of the Owner of that Property. The Association may not demolish or damage any built structures on such a Property.
- 6.8.10. Undeveloped Properties must be cleaned on a regular basis to the satisfaction of the Association. Owners of undeveloped Properties are responsible for removing any material dumped on their Properties, even if dumped by others.
- 6.8.11. Refuse bins and garden refuse bags may only be placed on the sidewalk for collection on dates and times determined by the Estate Manager from time to time. Refuse removal will only be allowed by the Refuse Removal Company as approved and appointed by the BOARD. Refuse bins must be removed from the sidewalk by not later than 19h00 on the day of refuse collection.
- 6.8.12. Refuse bins and garden refuse must be located totally out of street and neighbouring Properties view.
- 6.8.13. No rubble or refuse may be dumped or discarded in the Estate and Residents are urged to report any incidents of littering or dumping of rubbish/rubble.
- 6.8.14. Residents are obliged to maintain their Property and garden in a neat, clean and manicured condition.

- 6.8.15. All dwellings, outbuildings, structures, features and gardens in the Estate must at all times be kept in a neat, clean and manicured condition and be maintained to a high standard. Where, in the opinion of the Association, the condition of the dwelling, outbuildings, structures and garden on a Property is not of the high standard required by the Association, a notice shall be served to the Owner to repair/maintain/remove and/or replace the said dwelling, outbuildings, structures and garden, failing which will result in a monthly fine of up to R5 000 be imposed until repaired/maintained/removed and/or replaced to the satisfaction of the Association. Further, if the said repairs, maintenance and/or replacements are, in the opinion of the Association, not of a high standard, the Association may, after written notice to the Owner, conduct the necessary repairs, maintenance, improvements/renovations and will recover the reasonable cost thereof from the Owner which amount shall be deemed to be part of the levy due by the Owner.
- 6.8.16. Vegetable plants may not be visible from street elevation, if, then it needs to be screened. Vegetable gardens must be manicured and of a high standard of neatness. The growing of vegetables may be prohibited by the Association if it does not comply with the general aesthetical standard of the Estate.
- 6.8.17. In respect of prohibited structure or a structure, of whatever nature, not built/erected in accordance with the Rules, the Association shall impose a fine until such a structure is demolished or rectified, without prejudice to any other rights of the MHOA in Law. The Association may further demolish and/or remove such structure at the cost and risk of the Owner concerned.

6.9. OCCUPATION

- 6.9.1. The maximum number of persons allowed to reside at any given time in a dwelling on a Property shall not exceed 2 persons per bedroom of such dwelling.
- 6.9.2. No more than 6 persons may occupy a leased Property. If the size of the family of a prospective tenant is more than 6 persons, authorization by the Board is needed, which authorization will not unreasonably be withheld, to a maximum of 8 people. However, the total number of persons per dwelling may not exceed the sub rule of 2 persons per bedroom.
- 6.9.3. The Estate Manager must keep a register of Residents.
- 6.9.4. Only a Resident and their families and employees may occupy a dwelling.
- 6.9.5. Only a dwelling in respect of which a completion certificate has been issued may be occupied.
- 6.9.6. No temporary or movable structures, such as caravans and the like may be occupied for Residential purposes.
- 6.9.7. No Property may be utilised for the purposes of a commune.

6.10. FIREARMS AND FIREWORKS

- 6.10.1. No firearm, pellet gun, catapult, bow and arrow, paint ball gun or any other weapon may be used, displayed or discharged on or in the vicinity of common areas.

6.10.2. Visitors must declare any firearm in their possession to the security personnel at the entrance gate prior to entering the Estate. The security personnel must immediately inform the Security Manager of such possession and the Resident to be visited before giving the visitor access.

6.10.3. No fireworks, of whatever kind, may be lit or discharged anywhere on or in the vicinity of the Estate.

6.11. PARTIES AND FUNCTIONS

6.11.1. 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. All parties and functions must be held in an orderly, civilised manner with consideration and respect of the privacy of other Residents. All functions and parties shall be held subject to all Rules relevant thereto.

6.12. LETTING OF PROPERTY

6.12.1. The written approval to let a Property must be obtained from the Association prior to the letting thereof, which approval shall not be unreasonably withheld. The application for approval must be submitted to the Estate Managers office. The application shall be entertained within 3 working days by the Association.

6.12.2. No Owner shall let a Property unless he has agreed, in terms of a written lease with the proposed tenant of such Property, as a *stipulatio alteri* (benefit in favour of a third party) in favour of the Company that such tenant shall be bound by all the terms and conditions of the MOI and any Rules made thereunder especially Rule 13.1 and 13.5 hereof. The Owner shall ensure that a copy of the MOI and Rules are attached and included as part of the terms of a lease agreement. The terms of a lease agreement must be lodged with and approved by the Association prior to the proposed tenant taking occupation of the Property in question.

6.12.3. A copy of each lease agreement regarding a Property in the Estate must be provided by the landlord for filing at the Estate Manager's office.

6.12.4. All prospective tenants shall be interviewed and approved by a representative of the Association prior to entering into a lease agreement, which approval, in the absolute and sole discretion of such representative, will be final but may not be unreasonably withheld. The names and identity numbers of tenants and all prospective occupants must be provided to the Association along with the request for permission to lease a property and an indication of the duration of the lease. The Association further reserves the right to do a criminal record check on any prospective tenant and / or other occupants of the to-be-leased Property before approval will be given and thereafter. No person with a criminal record of physical violence or dishonesty will be allowed to rent a Property in the Estate. The names of tenants and their indwelling family and employees are required for entering in the

register of Residents and for security identification and issuing of access devices. Any changes regarding these names must be provided to the Estate Manager by the tenant within 7 days from such change, failing which will be viewed a serious security breach and be fined R10 000.

- 6.12.5. Where any occupant of a leased Property, in the sole opinion of the Board, becomes a security risk for the Estate and other Residents, the Association may cancel the approval of a lease agreement. Such cancellation will result in the automatic termination of the lease agreement and all occupants of the leased Property must vacate the Property within 1 month from date of such cancellation / termination. This sub-Rule 6.12.5 must be incorporated as a term in all lease agreements.
- 6.12.6. The Owner must inform the tenant and all occupants of the leased Property of the Rules of the Estate. Transgression of the Rules, by a tenant and /or other occupants on the leased Property, shall be deemed to be a transgression by the Owner. In the event of such transgressions, the Owner and the tenant and /or other occupants shall, personally and / or severally, be held liable for such transgressions and any fine imposed in terms of the Rules.
- 6.12.7. No more than 6 persons may occupy a leased Property. Refer to sub rule 6.9.2.
- 6.12.8. A Property can only be let to one tenant at a time. Multiple agreements with multiple tenants in force at the same time in respect of the same Property is strictly prohibited in order to prevent the establishment of communes in the Estate.
- 6.12.9. An Owner may not occupy the Property that he lets or a part thereof.
- 6.12.10. Short-term and Air BnB type of letting is not allowed. The minimum duration of a lease agreement is 1 year.
- 6.12.11. A Property, or any part thereof, may not be sub-let.
- 6.12.12. The whole Property must be let. Letting of parts/rooms or outbuildings of a Property is not allowed.
- 6.12.13. Copies of lease agreements in force on the date of filing of these Rules with CIPC, must be submitted to the Association within 7 days after the aforesaid date. These agreements shall continue to be in force either for one year after the aforesaid date or for a period stipulated in such lease agreement, whichever is the shortest and any Extension and / or renewal thereafter of these lease agreements as well as lease agreements concluded for longer than 1 year from date of filing of the Rules with CIPC shall be subject to these Rules.

6.13. SALE OF PROPERTY

- 6.13.1. With regards to the sale of a Property in the Estate, only the prescribed sales/purchase agreement provided by the Estate may be used. This agreement can be obtained from the Estate Manager and must be lodged with and approved by the Association prior to signing thereof by the parties. Such approval may not be unreasonably withheld. The parties may add special conditions. The Owner (seller) shall ensure that a copy of the MOI, the Rules and the completed membership application

are attached and included as part of the terms of a purchase/sale agreement. A copy of the signed agreement must be provided by the new Owner (buyer) for filing at the Estate Manager's office.

6.13.2. Every Owner shall include, as a condition of the agreement of sale and transfer of a Property, that the new Owner shall apply for membership of the Company and be accepted as Member of the Company and therefore become a Member of the Company, accepting his/her/its obligations towards the Company as Member. The membership application form must be obtained from the Estate Manager and be added as an Annexure to the agreement of sale.

6.13.3. No Owner shall be entitled to dispose of his Property without the written consent of the Association (Clearance Certificate) first having been obtained under the hand of the Board, which consent will not be withheld unless:

6.13.3.1. such Owner is in arrears with any Levies, penalties, fines or interest or other payment due to the Company in terms of the MOI or the Rules or otherwise;

6.13.3.2. such Owner is in breach with any of his obligations towards the Company in terms of the MOI or the Rules and has failed to remedy such breach after having been called upon, in writing, to remedy such breach and remain in breach;

6.13.3.3. such Owner has provided a certified copy of the title deed in respect of the Property to be sold to the Association;

6.13.3.4. the prospective buyer has not applied for membership of the Company or has not been accepted as Member of the Company.

6.13.4. Therefore, in order for an Owner to comply with this sub-rule 6.13.4, the following documents must be submitted to the Association prior to the conclusion of the sale of a Property:

6.13.4.1. Prescribed purchase contract

6.13.4.2. Membership application

6.13.4.3. Clearance certificates

6.13.4.4. Certified Copy of Title Deed

6.13.5. No Owner shall be entitled to pass transfer of a Property to another person until the Company, under the hand of the Board, has certified by way of a clearance certificate that such Owner, as at date of transfer, has complied with all his/her/its financial and other obligations towards the Company. The principles applicable in terms of the Sectional Titles Act, 95 of 1986, with regard to the issuing of a clearance certificate, shall apply *mutatis mutandis* to any clearance certificate required to be obtained in respect of the transfer of a Property in the Estate.

6.13.6. The provisions of Article 1.5(5.5) and (5.6) shall apply *mutatis mutandis* to any alienation of an undivided share in a Property in the Estate.

6.13.7. The Board of the Company may impose an additional, reasonable fee upon Owners for the issuing of the Clearance Certificate as referred to in Article 1.5(5.6). The said fee will be determined by the Board from time to time and will be subject to ratification/amendment/repeal by the Members in General Meeting.

- 6.13.8. If an Owner ceases to be a Member of the Company as a result of the transfer of a Property to another person, such Owner shall not be released from any liability to the Company in respect of any debt or other obligation, the cause of which arose prior to the transfer of such Property.
- 6.13.9. Every Owner shall, if so required by the Association, sign all documents required to create a condition in the Title Deed of his Property, which will ensure that the Property may not be sold or transferred without the buyer or transferee binding himself to become a Member of the Company, and without a certificate as contemplated in Article 1.5(5.6). The condition referred to shall be worded as close as possible to the following format:

“Mooikloof Heights Estate Homeowners Association (NPC):

This Property is subject to the following conditions imposed by the developer/transferrer in favour of Mooikloof Heights Estate Homeowners Association (NPC), a Non-Profit Company as referred to in the Companies Act, 2008 with Registration Number: 2005/038938/08:

- 1.1 The transferee, their successors in title or assigns/(his heirs, executors, administrators or assigns) are compelled to be a Member of the abovementioned Homeowners Association from the date of registration of the Property into his/her/their name.*
- 1.2 The transferee, their successors in title or assigns/(his heirs, executors, administrators or assigns) shall not be entitled to transfer the Property in any manner, without obtaining the prior written permission of the Mooikloof Heights Estate Homeowners Association (NPC) and then only subject to the condition that the purchaser will become a Member of the said Mooikloof Heights Estate Homeowners Association (NPC) on the date of registration of the Property into his name.*
- 1.3 The Purchaser undertakes to apply in writing, for membership of the Mooikloof Heights Estate Homeowners Association (NPC) (hereinafter referred to as “the Company”) and confirms and accepts that, irrespective of such written application, his Ownership of the Property shall be subject to the MOI of the Company and any Rules made by the Company.*
- 1.4 A copy of the MOI of the Company and Rules made thereunder shall be attached as Annexure to the sale of this Property.*

- 1.5 *The Purchaser will remain a Member of the Company and be bound to its provisions for as long as he remains the registered Owner of the Property.*
- 1.6 *Should the Purchaser sell the Property, he will be obliged to inform the new Purchaser of these provisions and the new Purchaser's obligation in terms of these provisions.*
- 1.7 *The Purchaser shall require the written consent of the Company to transfer the Property to a third party, which consent will not be unreasonably withheld.*
- 1.8 *As from date of transfer, the Purchaser shall be liable for payment to the Company of a levy as determined by the Company and which levy shall be utilised inter alia towards maintenance of the common Property belonging to the Company, the security fence and systems as well as payment of disbursements relating to security matters and for any such other purposes as the Governance Documentation of the Company may prescribe."*

6.14. CLUBHOUSE AND COMMON FACILITIES

- 6.14.1. The use of the clubhouse and common amenities, including any sporting facilities and equipment must be in accordance with the Rules.
- 6.14.2. The use of the clubhouse and common facilities is open for use by all Residents and their visitors. Owners will be responsible for the behaviour of tenants and visitors and for any damages which might occur. Use of the facilities will be at own risk.
- 6.14.3. Owners may rent the facilities for private family related functions and are entitled to private use thereof for the duration of that particular function.
- 6.14.4. Under no circumstances may common furniture or equipment in and around the Clubhouse be removed.
- 6.14.5. It is the duty of whoever uses the common facilities to leave the place in a clean and tidy condition. The cleaning up and repair costs of damages caused to the Estate's Property will be for the account of the persons causing such damage. However, where such costs are caused by the guests of a Resident, all those costs shall be for the account of the aforesaid Resident.
- 6.14.6. Utilisation of the swimming pool will be allowed only between the hours of 05h30 and 18h00 each day. Radios and music players, if used around the pool, should only be at soft and muted volume. No person shall use the pool in a manner so as to interfere unreasonably with the amenity of other users. No pool cleaning equipment, pumps, piping, etc. may be used or moved and only the appointed persons may operate the equipment. Surfboards, cold drink cans, glass

of any nature and hard objects of any kind are not allowed in the pool. The swimming pool shall be used for recreational purposes only.

7. BUILDING RULES – GENERAL

- 7.1. Properties may only be developed in accordance with the descriptions and conditions set out in the conditions of establishment and title deed restrictions determined by the Local Authority.
- 7.2. All aspects with regards to the construction, building, renovation of and addition to, as well the landscaping in respect of a Property, shall be conducted in accordance with the Rules.
- 7.3. All building plans and building activities must be approved by the Association, through the Aesthetic Committee (AC), and must adhere to the Architectural Guidelines hereof. The AC is established and tasked by the Board to apply and manage the building Rules and Architectural Guidelines. This Committee consists of a minimum of three members:
 - 7.3.1. The Chairman who is the Director responsible for the Aesthetic portfolio on the Board
 - 7.3.2. The Estate Manager
 - 7.3.3. Architect appointed by the Association
- 7.4. Plans for any building, structure, or alteration must be submitted and approved by the Association and Local Authority before any construction may start.
- 7.5. Plans of Owners who are in arrears with levy payments will not be entertained by the AC, except in cases where a payment arrangement in respect of those arrear levies is in effect.
- 7.6. Owners must open accounts with the appointed Estate utilities provider(s), pay the necessary deposits etc and have electrical and water meters installed before any construction may commence.
- 7.7. No Property may be sub-divided or re-zoned.
- 7.8. A Sectional Title Scheme may not be developed on a Property.
- 7.9. Only 1 (one) dwelling may be erected on a Property.
- 7.10. It is noted that the dwelling on Property 756 existed when the Property, on which the Estate was developed, was acquired. This dwelling was incorporated on a piece of land which became a Property in the Estate. Because building plans for this dwelling were approved before the building Rules came into operation, the dwelling may not in all respects comply strictly with the Building Rules and Architectural Guidelines. This non-compliance is condoned by the Association, however any building activities on Property 756 after the coming into operation of the Rules, must be in accordance with the Rules.
- 7.11. All current Owners without a completion certificate will be given 36 months to complete their building activities as from the 1st February 2015. Those Owners who took transfer after 1 February 2015 are allowed 36 months from the date of the registration of their Property to get a completion certificate. In the event that after 36 months the Owner did not obtain a completion certificate, a non-refundable monthly building penalty equivalent to one month's levy shall be charged to the Owner's levy account as from the 37th (1 February 2018) until the Owner has obtained a completion certificate, on or before the 60th month (31 January 2020). In the event that after 60 months (31 January 2020) an Owner still has not obtained a completion certificate, a non-

refundable monthly building penalty equivalent to five times the monthly levy shall be charged to the Owner's levy account as from the 61st month (1 February 2020) until a completion certificate is issued in respect of that Property.

- 7.12. A new Owner shall be given 36 months from the date of registration of the Property into his name to obtain a completion certificate from the HOA. In the event that after 36 months the Owner has not obtained a completion certificate from the HOA, a non-refundable monthly building penalty equivalent to one month's levy shall be charged to the Owner's levy account as from month 37 until the Owner has obtained a completion certificate from the HOA on or before the 60th month. In the event that after 60 months the new Owner still has not obtained a completion certificate, a monthly non-refundable building penalty, equivalent to five times the monthly levy shall be charged against the levy account of the applicable Owner from the 61st month until a completion certificate is issued in respect of that Property.
- 7.13. All current and future Owners who have not started with building activities after 60 months from date of the transfer of the Property into the aforesaid Owners' names shall, from the 61st month from the aforesaid transfer, be charged a monthly penalty equivalent to the greater of 10% of the value of their Property or five times the monthly levy, until the aforesaid Owners have obtained a completion certificate. The Property value will be determined by the HOA using the "Lightstone" comprehensive automated Property valuations.
- 7.14. Where an Owner sells an undeveloped stand after 1 February 2018, such an Owner shall forfeit the right to the penalty free period which he/she was entitled to as of 1 February 2015. The HOA shall charge the selling Owner's levy account with an amount equal to the penalty free months which have already been granted (in terms of this Sub-Rule 7.13) multiplied by the levy at the time the grace period was granted. The aforementioned calculated amount must be recovered before the HOA issues a clearance certificate for the Property to be transferred.
- 7.15. Renovations/alterations of a Property must be completed within 1 year from starting of construction thereof. In the event that after the 1 year period the Owner did not obtain a completion certificate in respect of those renovations / alterations, a non-refundable monthly building penalty equivalent to two (2) months' levy shall be charged to the Owner's levy account as from the first day after expiry of the aforesaid 1 year period until the Owner has obtained a completion certificate.
- 7.16. It is compulsory that an occupation certificate be obtained from the Local Authority (LA) and thereafter a completion certificate from the AC prior to the occupation of a Property. After an occupation certificate has been issued by the Local Authority, a completion certificate will be issued by the AC only once the house has been inspected and the AC is satisfied that the building activities are complete as per the approved plans and in accordance with the Rules. Occupation of any building on a Property may only be taken after both these certificates has been issued. If an Owner occupies a Property without the completion certificate, he must provide such a certificate within 7 days of occupation to the Association. In the absence of such a certificate a penalty will, in addition

to any other imposed penalties, be levied against the levy account of the Owner as from date of occupation according to the following schedule:

- 7.15.1. 1 to 14 days : R100 per day
- 7.15.2. 15 to 30 days: R200 per day
- 7.15.3. 31 to 60 days : R1 000 per day
- 7.15.4. 61 days and longer : R2 000 per day

7.17. A completion certificate will only be issued once all requirements as per the Construction Completion Check List ("CCCL") has been fulfilled by the Owner. The CCCL can be obtained from the Estate Manager.

8. LEVIES

8.1. The Board may from time to time determine the Levies payable by the Members for the purpose of meeting all the expenses which the Company has incurred, or to which the Board reasonably anticipate the Company will be put in the attainment of its objects or the pursuit of its business.

8.2. The Board shall, not less than thirty (30) days prior to the end of each financial year or so soon thereafter as is reasonably possible, publish a notice indicating an estimate ("*estimate*"), in reasonable detail, of the amount which shall be required by the Company to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The Board may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual or recurring nature. The aforesaid estimate shall be subject to ratification and/or amendment by the Members in General Meeting at the first next Annual General Meeting after the determination of the estimate. In the event of the Board, for any reason whatsoever, failing to prepare and timeously serve the notice referred to in Article 1.5(6.3), every Member shall, until served with such notice, continue to pay the levy previously imposed and shall after service of such notice pay the levy specified therein. A Member shall pay any deficit (comprising the difference between the levies payable during the previous financial year and the new levy imposed, if any) within 30 (thirty) days of receipt of the notice specifying the new contribution payable by the Member. The Board may, from time to time, impose special Levies upon the Members in respect of all expenses as are mentioned in Article 1.5(6) (6.1) which are not included in any estimate made in terms of Article 1.5(6) (6.2).

8.3. The annual levy for the ensuing financial year or any special- or other levy to be implemented shall become due and payable after approval thereof at the Annual General Meeting, the passing of a Board Resolution to that effect and the publication thereof as envisaged in the MOI. Further it is specifically required that the following information must be included in the notice of the new levy publication to Owners:

8.3.1. Every Owner is obliged to pay the levy;

- 8.3.2. The due date for payment is the 1st of the month in advance;
- 8.3.3. The rate of interest to be charged on arrear / overdue levy payments; and
- 8.3.4. Details of the dispute resolution process that applies in respect of any disputed charges.
- 8.4. The annual levy shall be payable in equal monthly instalments due in advance on the 1st day of each and every month of each financial year, provided that Members in General Meeting may give directions to the Board to deviate from this arrangement.
- 8.5. Any special- or other levy shall be payable in a form that the Board may direct, subject to the approval of Members in General Meeting by a mere majority and/or in terms of such directions as the Members may impose at any General Meeting.
- 8.6. The Association may recover arrear levy payments from Members by general debt collection processes, action in any competent Court having jurisdiction or upon application to the Ombud Service, from the Member(s) who were Owner(s) of the Property/Properties at the time when such Resolution was passed.
- 8.7. The arrear levy collection policy of the Association is as follows:

8.7.1. Principle

8.7.1.1. Costs

The Association cannot place an amount on an Owner's (levy debtor's) account which does not relate to the levy or a charge levied in terms of the MOI and / or the Rules or the authority of a judgement or order by a judge, adjudicator or arbitrator.

The legal costs in taking action against the debtor must, either be agreed by the Association and the debtor, or must be taxed at the Magistrate's or High Court, depending where the action was taken. If taxed, the taxing master determines the applicable rate and once the bill is finalised, that legal fee can go onto the debtor's statement of account.

8.7.1.2. Attorneys Costs

A Member shall be liable for and pay **all** legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Company in obtaining the recovery of arrear Levies, penalties, interest or any other arrear amounts due and owing by such Owner to the Company or in enforcing compliance with the Act, the provisions of the MOI, or the Rules.

8.7.1.3. Interest on Arrear Levies

In addition to such other rights as the Company may have in law against its Members, the Association can also recover interest on arrear levies. The Board may determine the rate of interest from time to time chargeable upon arrear levies which rate shall be subject to review by the Members in General Meeting. Interest shall be calculated at the rate determined by the capped maximum National Credit Act (NCA) rate (currently 2% per month), compounded monthly in arrears.

8.7.2. Process

8.7.2.1. Warning letter

Warning letter to go off on the 8th of each month. The letter will state that:

- 8.7.2.1.1. The member has an obligation to pay the overdue contributions and interest immediately;
- 8.7.2.1.2. The amount of interest must be set out in great detail, even stating the amount that will accrue daily until payment of the contribution;
- 8.7.2.1.3. The consequences of non-payment if monies are not received within 14 days from receipt of letter; i.e. summons, judgement, mediation, ombud or private arbitration.

8.7.2.2. Hand Over

Issue summons straight away in the Magistrate's Court or High Court depending on the amount - within 3 days after the aforesaid 14 days has lapsed.

8.7.2.3. Summons

Summons is served by the Sheriff, and the debtor has 10 days to effect payment as requested in the summons or enter an appearance to defend.

8.7.2.4. Legal Action

The debtor can do one of two things once he receives a summons:

- 8.7.2.4.1. Ignores it and no response to the summons - the matter is undefended.
- 8.7.2.4.2. Enters an appearance to defend - the matter becomes defended.

8.7.2.5. Undefended Action

- 8.7.2.5.1. **Next step:** Default judgement. The court grants a judgement on application by the attorney. The credit bureau collects the default judgement orders from the court on a daily base for publication through the land.
- 8.7.2.5.2. **Next step:** Warrant of execution against movables (e.g. furniture, cars, hi-fi systems).
- 8.7.2.5.3. **Next step:** If the Sheriff obtains sufficient movables to cover his cost and the debt owing to the Association, he will sell the goods and the Association will get a cheque.
- 8.7.2.5.4. **Next step:** If there are not enough goods to satisfy the debt Section 66 application in the Magistrate's Court (and comparable provision in terms of the High Court Rules) to attach the unit.
- 8.7.2.5.5. **Next step:** Section 66 application (and comparable provision in term of the High Court Rules) granted (hopefully) and the Sheriff is advised to attach the Property formally, and to provide a sale date to the attorneys.
- 8.7.2.5.6. **Next step:** Sale of the unit by the Sheriff at auction.
- 8.7.2.5.7. **Next step:** The matter goes to the conveyancer to effect the transfer. If the unit is sold, the Association is entitled not only to the amount of levies and interest owing the complex, but also to the taxed legal fees.

8.7.2.6. Sequestration

If a sale is cancelled by the Bank as preferent creditor, the Association has no alternative but pursue an application to sequestrate the debtor. It will take longer, but at the end of it, the Association is guaranteed full payment of the outstanding levies as it has preference in respect of pre-insolvency levies.

8.7.2.7. Defended Action

An appearance to defend may be entered by the Owner being sued. The case goes to Court.

8.7.2.8. CSOS

An alternative is to have the dispute adjudicated to CSOS. Once an award is granted, if it is in favour of the Association, it can be made a Magistrate's Court or High Court. CSOS directives allows for multiple arrear levy claims to be lodged in one action.

8.8. In addition to such other rights as the Company may have in law against its Members, the Board shall be empowered to determine the rate of interest from time to time chargeable upon arrear Levies. Interest imposed by the Board shall be subject to review by the Members in General Meeting. Interest shall be calculated monthly in arrears and compounded. The interest rate shall not exceed any limitation as may be prescribed, from time to time in terms of the National Credit Act, No. 34 of 2005, in which event the interest rate shall be limited to the maximum interest rate allowed.

8.9. The obligation of a Member to pay a levy and interest shall cease upon his ceasing to be a Member without prejudice to the Company's right to recover arrear Levies, interest, penalties and other amounts due to the Company. No Levies, interest, penalties or other amounts paid by a Member shall under any circumstances be repayable by the Company upon his ceasing to be a Member. Upon the change of Ownership of a Property, the successor in title becomes liable for the pro-rata payment of levies from the date of change of such Ownership. A Member's successor in title to a Property shall be liable for payment of special levies that are still payable in respect of the Property, for the balance of such special levies that may become due and payable as from the date upon which he becomes the registered Owner of the Property as reflected in the Deeds Registry.

8.10. No Property registered in a Member's name shall be capable of being transferred without a Clearance Certificate as referred to in Article 1.5(5) (5.6) first being obtained from the Company, confirming that all levies, penalties, legal costs or other amounts due and interest have been paid up to and including date of registration of transfer thereof.

8.11. A Member shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Company in obtaining the recovery of arrear Levies, penalties, interest or any other arrear amounts due and owing by such Owner to the Company or in enforcing compliance with the Act, the provisions of the MOI, or the Rules.

8.12. The Board may from time to time determine a charge to be levied against Members in arrears, as an administration charge payable to the Company or to the Managing Agent. Any

administration charges so levied shall be subject to directions given by the Members in General Meeting.

- 8.13. In the absence of an express allocation by the Member, all payments made by a Member and received by the Company, shall be allocated firstly towards legal fees, fines, refuse removal fees, stand cleaning fees, interest, administration fees, current Levies and thereafter towards Levies in arrears. Notwithstanding the aforesaid, the Board reserves the right to allocate payments as they deem fit in the absence of an express allocation by the Member.
- 8.14. Levies payable to the CSOS shall be collected by the Company from each Member.
- 8.15. Should a Member fail to effect payment of contributions and / or CSOS levies (monthly and/or special) levied in terms of the MOI on due date, the full outstanding balance remaining unpaid for the financial year shall become due and payable without notice and/or demand but the Board may, at its sole discretion, agree to a re-payment arrangement with the Member concerned and subject to such conditions as the Board may determine. The Board, in managing the financial obligations and cash flow requirements of the Company, may at its sole discretion, agree to reduce, vary or discount the outstanding balance, except the annual contribution (levy), remaining unpaid by a Member, subject to such conditions as the Board may impose and subject further to the ratification by the Members, with or without amendment, at the next General Meeting of the Company following such determination.
- 8.16. Members who have not paid every levy or other sum due and payable to the Company in respect of or arising out of his membership, shall not be entitled to be present or to speak or to vote on any question, either personally or by proxy, at any General Meeting.

9. NOTICES

- 9.1. A notice or document to be delivered or published for any purpose contemplated in the ACT, the Regulations of the Rules of the Company, the provision of Table CR3 in terms of Regulation 7, as amended in terms of this MOI, shall apply and for which purpose such notice may be delivered:
 - 9.1.1. by fax, if the addressee has a fax number; or
 - 9.1.2. by electronic mail, if the addressee has an address for receiving electronic mail; or
 - 9.1.3. by registered post to the addressees *domicilium citandi et executandi* or last known address; or
 - 9.1.4. by hand to the addressee or to any representative authorised in writing by the addressee to accept services; or
 - 9.1.5. by leaving the notice at the addressees place of residence or business with a person who is apparently at least 16 years old and in charge of the premises at the time; or
 - 9.1.6. by leaving the notice at the addressees place of employment with a person who is apparently at least 16 years old and apparently in authority.
- 9.2. A notice will be deemed to have been delivered if;

- 9.2.1. by fax – on the date and at the time recorded by the fax receiver, unless there is conclusive evidence that it was delivered on a different date or a different time;
 - 9.2.2. by electronic mail – on the date and at the time and at the time recorded by the computer used by the sender, unless there is conclusive evidence that it was delivered on a different date or at a different time;
 - 9.2.3. by registered post – on the 3rd (third) day following the day on which the notice of document was posted, as recorded by the Post Office, unless there is conclusive evidence that it was delivered on a different day;
 - 9.2.4. by hand – on the date and the time recorded on a receipt for the delivery;
 - 9.2.5. by leaving the notice at the place of residence or business of the addressee – on the date and at the time recorded on a receipt for delivery ;
 - 9.2.6. by leaving a notice at the addressee's place of employment – on the date and the time recorded on a receipt for the delivery.
- 9.3. Any notice to be given by a Member to the COMPANY shall be delivered to the COMPANY by delivery of such notice to the registered address of the COMPANY, as recorded in the records of CIPC from time to time, unless a MANAGING AGENT is appointed, in which event such notice shall be delivered to the office of the MANAGING AGENT, as will be recorded and reflected in the Minutes of the Annual General Meeting from year to year.

10. INDEMNITY

- 10.1. Use of the common areas in the Estate is at all times entirely at own risk. In terms of the Rules every person who uses the common areas and amenities in the Estate waives any right in respect of any liability claim against the Association for loss of or damage to property or personal injury or death of such person or his family occasioned while anywhere in the Estate and that person indemnifies the Association against any such claim made by himself and / or his family members. This indemnity towards the Association will extend to damage or injury caused by employees or pets of Residents.

11. ARCHITECTURAL AND CONSTRUCTION GUIDELINES

The purpose of these design guidelines is to encourage individual creativity and architectural designs within a unity of materials and finishes, ensuring that the overall development harmonises and creates a balanced lifestyle for all Members. To achieve this, architectural guidelines have been drawn up as far as the use of materials, the treatment of boundaries and the landscaping is concerned. For the rest, it is up to the individual architect to contribute to the successful execution of the Association's aim and the Aesthetic Committee (AC) will assist in attaining this goal.

11.1. GENERAL

- 11.1.1 The controlling authority for the Estate is the Association through the Aesthetic Committee (AC) which will be responsible for the approval of building plans and aesthetics pertaining to the development of a Property.
- 11.1.2 Owners must engage the services of a professional registered with SACAP (South African Council for Architectural Professionals) to design the dwelling. Further, it is advisable that the chosen professional consult with the Association's appointed architect prior to designing the proposed house to determine the intent of the design parameters set for the Estate.
- 11.1.3 No deviations/changes from the approved drawings and or approved plans will be permitted unless the deviation/changes are resubmitted and approved by the AC in writing prior to commencement of construction in respect of those deviations/changes. In respect of deviations/changes/renovations inside the dwelling and not visible from the outside and which are adhering to applicable building regulations, plans do not need to be submitted to the AC.
- 11.1.4 Elevation treatment of all buildings must conform to good architecture as not to interfere with or detract from the general appearance of the Estate.
- 11.1.5 The design of the dwelling unit and the development of a Property must show sensitivity to the existing natural features, flora and topography. Surrounding houses must be taken into account in the design process.
- 11.1.6 Approval must be obtained from the Association before existing trees are removed and all existing trees are to be shown on the site plan.

11.2. BUILDING PLAN SUBMISSION:

- 11.2.1. Building Plans have to be submitted and approved by the AC and Local Authority before building activities may start. These plans can be submitted any working day to the Estate Manager and will be approved by the AC as per the published plan approval schedule if there are no unforeseen circumstances and if the plans comply with the Rules and all relevant legislative requirements. The AC must attend to these plans within 7 working days.

11.2.2. Plans for any building, structure, or alteration must be submitted and approved by the Association and Local Authority before any construction may start. The stages of the approval process are:

11.2.2.1. Stage 1:

Submission of conceptual drawings (in sketch plan format) for evaluation by the AC. The following must be shown on these plans: Property number, site plan, contours, north point, site boundary dimensions, building lines, servitudes, existing trees, open garden areas, traffic ways, entrances to the site, parking areas, sewage lines, septic tank and storm water treatment, any permanent earthworks, swimming pools, dams and ponds. Approved sketch plans have to be converted into Working Drawings, and rejected concepts have to be replaced by new concepts.

11.2.2.2. Stage 2:

Submission of Working Drawings in accordance with Clause 8 of the Architectural Guidelines and showing all the relevant information and to be approved by the Association.

11.2.2.3. Stage 3:

Submission to the Local Authority may only be done after approval of the plans by the Association.

11.2.3. A building deposit of R10 000, which excludes the Estate Architect's Fee, and which is payable directly to the Estate Architect, or an amount determined from time to time by the Board, must be paid to the Managing Agent prior to the approval of the Building Plans by the AC.

11.2.4. A duplicate copy of the plans submitted to the Local Authority for approval must be lodged with the AC to be kept for record keeping purposes. A 3D illustration of the dwelling, outbuildings and recreation areas must be included. Plan approval fees payable to the City Council are for the Owner's own account.

11.2.5. A copy of the plans as approved by the City Council must be provided to the AC before building activities may commence.

11.2.6. The following items, and those required by the AC from time to time, must be clearly shown on the plans:

- 11.2.6.1. Area of the dwelling, including patios, outbuildings and guardhouse
- 11.2.6.2. Recreation area
- 11.2.6.3. Coverage of the buildings (%)
- 11.2.6.4. Building lines
- 11.2.6.5. All external finishes including a colour specification (coloured-in elevation)
- 11.2.6.6. Boundary wall/fence details including elevations
- 11.2.6.7. Drainage and how it is concealed
- 11.2.6.8. Grease (fat) trap

- 11.2.6.9. Solar Installations/Systems, solar heating panels, storage facility provision for gas bottles or generators, heat pumps and air conditions
- 11.2.6.10. Layout of driveway
- 11.2.6.11. Positions of windows and private areas
- 11.2.6.12. Sewerage servitude
- 11.2.6.13. Septic tank
- 11.2.6.14. Existing trees
- 11.2.6.15. Treatment of storm water and roof water
- 11.2.6.16. Open water dams, ponds and swimming pools
- 11.2.7. A copy of these guidelines, signed by the Owner who intends to conduct building activities, is to be submitted together with the plans.
- 11.2.8. Nothing contained in these guidelines will be construed as to allow the contravention of the Conditions of Title to a Property or of any Legislation.

11.3. INSPECTIONS

- 11.3.1. The following 8 compulsory inspections shall be done by the Estate Manager during the construction period at the following stages as per approved plans:
 - 11.3.1.1. Preconstruction;
 - 11.3.1.2. layout of foundations;
 - 11.3.1.3. plinth-heights;
 - 11.3.1.4. finishing of foundations;
 - 11.3.1.5. final connection prior to covering of plumbing installation;
 - 11.3.1.6. wall plastering before painting;
 - 11.3.1.7. prior to commencement of roof covering; and
 - 11.3.1.8. final inspection on completion.
- 11.3.2. The Owner must notify the Estate Manager when building activities reach the aforesaid stages in order to arrange for the inspections by a Building Inspector appointed by the AC. The Estate Manager must arrange for these inspections to be done within 3 days from notification by the Owner.
- 11.3.3. A completion certificate will be issued if all inspections have been done, if the Owner has complied with all the recommendations of the inspector, if the building activities are complete as per the approved plans and completed in accordance with all applicable Rules.
- 11.3.4. No building or part thereof may be occupied before an occupation certificate was issued by the Local Authority and thereafter a completion certificate by the AC.

11.4. TOWN PLANNING CONTROLS:

11.4.1. Maximum dwellings per Property – one (1).

11.4.2. Maximum height of the dwelling – Two storeys above natural ground level.

11.4.3. Coverage:

11.4.3.1. Single storey dwellings – Maximum coverage allowed will be 50%, excluding covered patios and verandas.

11.4.3.2. Double storey dwellings – The ground floor coverage of double storey dwellings shall not exceed 40% of the area of a Property, excluding covered patios and verandas.

11.4.4. The minimum size of a dwelling must not be less than 400 m², excluding any “granny flat”, outdoor recreation area, garage or outbuildings. A “granny flat” must:

11.4.4.1. Not exceed 150m² including patio’s / veranda’s;

11.4.4.2. Be developed as an integral part of the dwelling and linked to the dwelling by roof-structure;

11.4.4.3. Visually and physically form part of the overall architectural design, identity and mass of the dwelling;

11.4.4.4. Only have one bedroom;

11.4.4.5. Share a kitchen with the main dwelling;

11.4.4.6. Share all municipal services with the dwelling; and

11.4.4.7. Not have a separate entrance approach.

11.4.5. Building Lines:

11.4.5.1. Street boundary - Building lines are measured from the line indicating the street boundary which is 8.4 metres from the centre of the road.

11.4.5.2. Double storey dwellings – 10m from the street boundary for ground floor, 10m from the street boundary for the first floor.

11.4.5.3. Side spaces – 7m from each side boundary.

11.4.5.4. Back spaces – 7m from the back boundary

11.4.5.5. Perimeter wall / electrical fence – 10m from the perimeter wall / electrical security fence.

11.4.5.6. Garstfontein Road – There is a 16 m building line for Properties along Garstfontein Road.

11.5. TREATMENT OF PROPERTY BOUNDARIES

11.5.1. It is appreciated that the diverse nature of single Residential neighbourhoods leads to a variety of treatments to the street boundary.

11.5.2. Every effort must be made to avoid the hostile ‘canyon like’ effect that high solid walls along streets cause in many Residential areas. In order to enhance the appearance of sidewalks and the streetscape of the general Estate, the following guidelines will apply:

11.5.2.1. Boundary walls must be built in accordance with the Rules.

- 11.5.2.2. Palisades will only be allowed in conjunction with stone, gabions, approved face-brick, approved plastered and painted columns.
- 11.5.2.3. The approval of all the Owners of the adjoining Properties should be obtained.
- 11.5.2.4. In the case of adjoining Owners not being satisfied with approved palisade / column mix wall on their adjoining side, only a brick wall will be allowed, finished according to the Rules.

- 11.5.3. The Owner who initially builds the boundary walls, must finish them as follows:
 - 11.5.3.1. Side and back boundary walls must be finished off on the inside;
 - 11.5.3.2. Street boundary walls and boundary walls bordering onto a public open space must be finished off on the side facing the street and / or a common area.
- 11.5.4. Where boundary walls are included in the approved building plans, a completion certificate will only be issued if the house and the boundary walls are complete.
- 11.5.5. If the walls are not completed and a completion certificate is requested, the Owner has to change his building plans and cancel the drawing of the wall before a completion certificate will be issued. The building penalty rule will continue to apply until the boundary wall is completed if the wall reflects on the building plans.
- 11.5.6. Walls must be of safe and durable construction and built according to minimum standards set in terms of applicable legislation.
- 11.5.7. Street Boundary walls/fencing are optional with a maximum height of 1.8m measured from the natural ground level. At least 1/3 of the wall area, from the ground level as well as the side boundaries, must be see-through.
- 11.5.8. Side Boundary walls/fencing may not exceed 2m in height, measured from the natural ground level, over the extent of the boundary.
- 11.5.9. Where higher walls are necessary to ensure privacy for selected areas, this must be motivated to the Aesthetic Committee which approval will not be unreasonably withheld.
- 11.5.10. Street boundary motor gates must be installed not closer than 9m from the centre of the street.

11.6. BUILDING AND DESIGN GUIDELINES

- 11.6.1. All building plans must be prepared by a professional registered with SACAP (South African Council for the Architectural Professionals) and submitted for approval to the AC.
- 11.6.2. Only after AC approval has been obtained can the building plans be submitted to the Local Authority (LA). It is the Owner's responsibility to ensure that all plans are submitted and approved by the AC and LA.
- 11.6.3. No construction activities are allowed before buildings plans are approved by the AC and the LA.
- 11.6.4. Building plans and designs shall only be approved by the AC if it is complementary to and sensitive in respect of the:
 - 11.6.4.1. character of the Estate;

- 11.6.4.2. environment of the Estate;
- 11.6.4.3. overall aesthetic appearance of the Estate; and / or
- 11.6.4.4. standards and / or ambience of the Estate.
- 11.6.5. Buildings should be designed to respond to the site contours and to minimize visual impact.
- 11.6.6. Site plans are required for all swimming pools. Special attention is to be given to privacy, water drainage and safety fencing. Swimming pools must preferably be positioned toward the North or North east of the Property and buildings and must form part of the recreation area. The pool must not be accessible from the street or other properties. Water features must be used in moderation and form an integral part of the design and must be of such a nature as not to be a safety concern.
- 11.6.7. All permanent earthworks, swimming pools, dams and ponds must be clearly indicated on the approved building plans. In respect of open dams and ponds deeper than 800mm at any point measured inside or a capacity of more than 80 000 litres a certificate from a structural/hydrological engineer must be submitted to the Aesthetic Committee of the Estate prior to construction, specifying the safety of the structure, the suitability of the materials, suitability of the soil, soil seepage potential, any special treatment, lining of the dam and the controlled overflow system including the water flow thereof. Should the above document/certificate not be submitted a monthly fine may be imposed until submission and approval of the document/certificate.
- 11.6.8. From 1 March 2020 no dams maybe built in the Estate. Only ponds that are designed as garden features will be allowed. The size of ponds is limited to 5 000mm x 10 000 mm x 600 mm.
- 11.6.9. If secure access is not established by way of a proper fence or wall or balustrade, all open water, water features or dams must be covered by netting or any other covering material approved by the AC.
- 11.6.10. All pools, open water dams, ponds and water features must adhere to the prescribed statutory specifications.
- 11.6.11. The privacy of surrounding properties must be considered by the designing architect.
- 11.6.12. Employee accommodation shall adhere to the following:
 - 11.6.12.1. Complies with the Municipality's Bylaws and National Building Regulations;
 - 11.6.12.2. Be linked to the dwelling by roof structure;
 - 11.6.12.3. Visually form part of the overall identity, architectural design and mass of the dwelling;
 - 11.6.12.4. The entrance and the exit must lead onto the same a private yard screened with a solid 1.8m wall;
 - 11.6.12.5. Positioning thereof must respect neighbours' privacy; and
 - 11.6.12.6. Not be closer to the street than the dwelling.
- 11.6.13. Service/back yards are essential to contain domestic functions/services such as washing lines etc. and must be screened by a solid 1.8m high screen wall, inconspicuous, completely screened, paved and equipped with a drain and water point to allow for the washing of yards. This area must

- be kept clean, neat and odour free. Service areas and washing lines must not be visible from street elevation and neighbouring Properties.
- 11.6.14. Rubbish bins must be screened completely from street and neighbouring Property view and must be kept clean and odour free.
- 11.6.15. Employee accommodation and the dwelling's kitchen areas must open onto yards screened by a solid 1.8m high screen wall measured from ground or paving level.
- 11.6.16. Guardrooms must be planned and built in accordance with the following:
- 11.6.16.1. Plans must be submitted to the AC;
 - 11.6.16.2. A Guardhouse cannot be a loose standing structure but must form an integral part of the street boundary wall;
 - 11.6.16.3. Not be closer to the street than the street boundary wall;
 - 11.6.16.4. Match the architectural design of the dwelling;
 - 11.6.16.5. One storey only;
 - 11.6.16.6. One room only with toilet facility;
 - 11.6.16.7. No sleeping facility as part of the guardhouse;
 - 11.6.16.8. No parking facility. Guard vehicles must be parked inside the boundary walls of the Property where the guardhouse is situated; and
 - 11.6.16.9. Area surrounding the Guardroom must be kept clean and tidy.
- 11.6.17. Plans must be submitted in respect of all outbuildings and / or other structures on a Property and it must match the building and architectural design of the dwelling in style, elevation and material usage, including the roof structure.
- 11.6.18. A BOMA is viewed as a garden feature and not an outbuilding. It may be erected anywhere in the garden. A BOMA must be built according to a design plan approved by the AC prior to construction thereof. The BOMA design must match the architectural design and style of the dwelling and the garden.
- 11.6.19. All plans must indicate at least 4 garages, which must be built in conjunction with and form integral part of the dwelling.
- 11.6.20. Garages must have no less than 3 side walls.
- 11.6.21. Yard and screen walls must compliment the dwelling and be indicated on the plans. The height and material of all yard and screen walls must be indicated on the plans submitted to the AC.
- 11.6.22. The septic tank sewerage system is compulsory and must be SANS approved and according to specification and must be signed off by an engineer.
- 11.6.23. Only the Estate's plumber is allowed to connect the sewerage system to the main system.
- 11.6.24. Temporary connections to the sewerage system are strictly forbidden.
- 11.6.25. Grease traps must be installed where the kitchen outlet joins the draining system.
- 11.6.26. No prefabricated garden shed, or "green/hothouse", or "Wendy house", "vegetable tunnels" are allowed on the Estate.

- 11.6.27. Doll/tree/children playhouses/parks are allowed only if it is explicitly indicated and approved on the building plan as part of the children's play area and must be of a high quality. Playhouses/parks are not allowed to have structures with metal sheets as roof covering and may not be used as storeroom or as sleeping quarters and must be maintained to a very high standard. Cricket netting, rugby poles, soccer goal posts, jungle gyms, trampolines or any other structure for sports purposes must also be of high standard and be maintained at all times. Regular inspections by the Estate Manager shall be carried out to enforce this Rule.
- 11.6.28. Pet housing must be of such design and material that are normally associated with such a pet. Accommodation for pets must be located out of public view and totally screened from any street and neighbouring properties. Plans must be submitted to and approved by the Association in respect of immovable pet accommodation. Such accommodation must be attached to the dwelling and compliment the aesthetics and architectural design of the dwelling.
- 11.6.29. The use of shade netting, of whatever nature and for whatever purpose, is prohibited.
- 11.6.30. All exposed plumbing must be completely screened and not be visible from the street and adjoining Property elevations.
- 11.6.31. Storage facility provision for gas bottles or generators, if used, should be incorporated into the dwelling, form part of the basic structure and should be clearly shown and annotated on the approval drawings and must not be visible on the street elevation.
- 11.6.32. Awnings, TV/satellite aerials, air-conditioning units and other items which do not form part of the basic structure are to be clearly shown and annotated on the approval drawings.
- 11.6.33. All features must be included in the approved plans and must compliment the architectural design of the dwelling.
- 11.6.34. Roof Pitch of all structures (Dwelling, outbuildings and sports and children play parks) on a Property: Mono Pitch and flat mixed. Flat roof only designs are not allowed.
- 11.6.35. Vegetable gardens may not exceed 200 square metres.
- 11.6.36. Workshop areas and/or activities must not be visible from street and neighbouring Property elevations.

11.7. EXTERNAL SERVICES:

- 11.7.1. All external service structures referred to below in this Sub-Rule must be incorporated into and form integral part of the basic structure of the dwelling and should be clearly shown and annotated on the drawings.
- 11.7.2. Rainwater harvesting:
- 11.7.2.1. Must be discretely and sensitively positioned; and
- 11.7.2.2. All water tank pipes, and periphery must be hidden/screened;
- 11.7.3. Water tanks:
- 11.7.3.1. Must be discretely and sensitively positioned;

- 11.7.3.2. Water tanks must be fully hidden/screened where they are not an aesthetic element;
- 11.7.3.3. Only "Farm style" corrugated metal tanks may be used as aesthetic element;
- 11.7.3.4. Water tanks must be placed on a built or paved structure.
- 11.7.4. Geysers, heat pumps and air-condition equipment:
 - 11.7.4.1. Must be installed inside the dwelling house;
 - 11.7.4.2. If installed on the outside of the dwelling house, must be completely screened and not be visible from street elevation and any Property in the Estate.
 - 11.7.4.3. A unit placed on a flat screened concrete area emitting sound upward should be considered; and
 - 11.7.4.4. All equipment must be discretely positioned, low in noise level and inconspicuous in its operation.
- 11.7.5. Solar Installations/Systems and solar heating systems:
 - 11.7.5.1. All installations are to be approved All installations are to be approved by the Aesthetics Committee (AC) before installation may commence.
 - 11.7.5.2. The technical detail/specifications and drawings indicating the number of panels, location/positioning etc are to be submitted to the AC for consideration and approval.
 - 11.7.5.3. Visually integrated into the building design to form part of the visual identity of the dwelling and should be carefully and sensitively considered. No cables and wiring to be exposed outside of the building.
 - 11.7.5.4. Solar panels are ideally to be positioned flush on pitched roof sections.
 - 11.7.5.5. No geysers are to be installed on any pitched roof section under any circumstances.
 - 11.7.5.6. Heat pumps ideally to be positioned behind screen walls in kitchen yards or screened from view on flat roof areas so that they are not visible from any open space or the street.
 - 11.7.5.7. Should an architect choose to position solar panels on a flat roof section, the solar panels must be screened from view from all public spaces as well as neighbours.
 - 11.7.5.8. Solar power systems may only be installed by Installation Electricians and Master Installation Electricians (IE and MIE) registered with the Department of Employment and Labour as electricians.
 - 11.7.5.9. National Building Regulations and Standards. The National Building Regulations and Standards (NBR) govern the design and construction of buildings and structures. Solar power systems must comply with the NBR requirements, including the structural design, electrical wiring, and fire safety standards.
 - 11.7.5.10. SANS 10142-1 and SANS 10142-2, which specify the wiring code of practice for low-voltage installations and high-voltage installations, respectively, to be compliant with.
 - 11.7.5.11. Occupational Health and Safety Act: The Occupational Health and Safety Act of 1993 requires solar power installers to ensure that their installations are safe and do not pose a risk to workers,

residents, or the environment. Installers must comply with the Act's requirements for risk assessments, safety training, and personal protective equipment.

11.7.5.12. Relevant municipal by-laws to be adhered to.

11.7.5.13. A valid Electrical Certificate of Compliance (CoC) is to be obtained and submitted to the HOA within a week from the completion of the installation.

11.7.5.14. Any other regulatory requirements (where applicable), as amended or promulgated are to be adhered to and information/documentation thereof is to be submitted to the HOA for verification purposes.

11.7.5.15. No power generated from the Solar Installations/Systems may be uploaded or fed back to the electrical grid.

11.7.5.16 The above Rules represent any new Solar Installation/System to be installed as from the effective date of the approval of the Rules. The same Rules will apply retrospectively and the same information as specified under this clause i.e. 11.7.5 needs to be submitted to the AC within three months from the effective date of the Rules representing already installed Solar Systems or Systems currently being Installed prior to the Rules coming into effect. A penalty of R2,000 per month will be imposed for the late submission of the information in terms of previously installed Solar Systems or systems in the process of being installed prior to the effective date of the new rules.

11.7.6. Photo Voltaic Panels:

11.7.6.1. Photo voltaic panels (PVP) must not be visible from street level and discretely placed or visually integrated into the building design and landscaping to form part of the visual identity of the whole development of a Property; and

11.7.6.2. PVP on a stand for borehole pumps must not be higher than 1.8 m

11.7.7. Generators:

11.7.7.1. Only emergency generators, auxiliary power supply equipment and machinery will be allowed for use and only in the case of power outages. The equipment must be low in noise levels, discretely positioned, with sensitivity towards neighbours and inconspicuous in its operation;

11.7.7.2. Special attention must be given to noise reduction to not more than 45 DB measured on street and neighbouring boundaries;

11.7.7.3. Be placed not closer than 20 metres from any boundary wall; and

11.7.7.4. If installed on the outside, it must be completely screened and not be visible from the street or any Property in the Estate.

11.7.8. Gas installations:

11.7.8.1. Gas installations must be installed by specialists according to all applicable legislation. Storage facility provision for gas bottles, if used, should be incorporated into the dwelling and form part of the basic structure and should be clearly shown and annotated on the

approval drawings;

- 11.7.8.2. Gas cages and bottles must be enclosed and installed out of street and neighbouring view or contained within a screened yard; and
- 11.7.8.3. A certificate of compliance for gas installations in accordance with the Health and Safety Act must be submitted to the AC within 14 days after any gas installation or variation thereto.
- 11.7.9. Satellite dish and external antennae:
 - 11.7.9.1. Satellite/communication dishes and all other antennae must be discretely positioned; and
 - 11.7.9.2. All antennae and dish installations, other than normal DSTV type, must not obstruct the view of other Residents and must be approved by the AC prior to installation.
- 11.7.10. External lighting:
 - 11.7.10.1. To create a tranquil, rural atmosphere and minimize light pollution, external lighting should be kept to a minimum and may not be of a disturbance to neighbours;
 - 11.7.10.2. Paving and walkway lights must be of low luminance; and
 - 11.7.10.3. Landscape lighting and perimeter/security lights must be used in moderation.
- 11.7.11. External security measures and elements:
 - 11.7.11.1. Security is of paramount importance and security elements and fixtures may be used as long as they are discrete, form an integral and aesthetic pleasing element of the architectural design of the dwelling. All elements must be indicated, detailed and presented for approval by the AC;
 - 11.7.11.2. "Trellidoor"-type expanding security doors are not permitted in a position external to the dwelling and may not be visible from street elevation or neighbouring properties; and
 - 11.7.11.3. Burglar bars are not allowed.

11.8. APPROVED AND ALLOWED BUILDING MATERIALS AND DESIGN STYLES

11.8.1. Roof Coverings:

- 11.8.1.1. Slate roof tiles
- 11.8.1.2. Concrete roof tiles
- 11.8.1.3. Flat concrete roof portions must be covered with pebbles or concrete stone on top of waterproofing where visible from street elevation and / or neighbouring properties
- 11.8.1.4. Profiled steel sheeting with pre-painted/powder coated finish. Roof colours must be in harmony to colour sheet of dwelling and approved by the AC. The following roof colours will be allowed:
 - 11.8.1.4.1. Terracotta
 - 11.8.1.4.2. Charcoal
 - 11.8.1.4.3. Grey
 - 11.8.1.4.4. Light Grey

- 11.8.1.5. Limited to the Annexure on Roof Paint.

- 11.8.2. Boundary/Structural/Screen Walls:
 - 11.8.2.1. Plaster or bagged and paint in respect of walls of dwelling and outbuildings and street front boundary wall
 - 11.8.2.2. Street front boundary walls must have same plaster or bagged and paint finish as dwelling
 - 11.8.2.3. Plaster, bagged, washed and brushed finish allowed in respect of side and back boundary walls
 - 11.8.2.4. Face-brick or semi-face brick finish is allowed in earthy colours
 - 11.8.2.5. Modern cementitious off-shutter look finishing allowed in respect of all walls
 - 11.8.2.6. Metal wall tiles
 - 11.8.2.7. Cladding / tiling with natural stone constructed with mortar. Simulations of natural stone or natural stone look-alikes must first be approved by the AC and must be indicated on the approved plans.
 - 11.8.2.8. Paint Colours of walls: refer to Annexure on Wall Paints.
- 11.8.3. Brickwork
 - 11.8.3.1. External walls of dwelling - must be at least 220 mm thick unless certified by a structural Engineer.
 - 11.8.3.2. Boundary and screening walls – brickwork must comply with Building Regulation prescriptions.
- 11.8.4. Doors, Gates and Windows External:
 - 11.8.4.1. Powder coated or anodized aluminium construction or
 - 11.8.4.2. AC approved hardwood timbers, treated/finished appropriately
 - 11.8.4.3. PVC
 - 11.8.4.4. The colour of doors, door frames and window frames shall harmonize with the overall aesthetics and architectural design of the dwelling
 - 11.8.4.5. Entrance gates and openings and archways to be of simple rectilinear design
 - 11.8.4.6. Gate designs must harmonize with and complement the building design elements and overall architectural design of the dwelling.
- 11.8.5. Driveways:
 - 11.8.5.1. Paving must be of a high quality and aesthetically pleasing design and finish and approved by the AC
 - 11.8.5.2. Cement slabs, cobblestone and/or brick pavers or natural stone as approved by the AC will be allowed
 - 11.8.5.3. Gravel driveways are not allowed.

11.9. LANDSCAPING

- 11.9.1. Landscaping must be designed and planned to harmonize with the buildings, their layout and visual profile. Landscaping which forms part of the submitted architectural plans must be completed accordingly.
- 11.9.2. Landscaping on sidewalks must be undertaken within the integrated landscape theme and language of the Estate.
- 11.9.3. The landscaping theme of the Estate is to encourage **the use of indigenous and deciduous trees and natural country style plants.**
- 11.9.4. Planting of trees on property borders to form a barrier/screen must be discretely positioned in order to respect neighbouring properties' northern views.
- 11.9.5. Planting of trees and shrubs is encouraged where possible. Trees planted on the sidewalk may not be removed without the approval of the Estate.
- 11.9.6. The Estate Manager will conduct a **landscaping inspection.**

11.10. PROHIBITED BUILDING MATERIALS AND FINISHES

- 11.10.1. The following building materials and finishes are not allowed:
 - 11.10.1.1. Pre-cast concrete walls, referred to as "stop nonsense"
 - 11.10.1.2. Wood panel only fencing. Wood can only be used in conjunction with steel, bricks and / or steel
 - 11.10.1.3. Razor wire, barbwire, security spikes, electrical fencing, or the like, installations
 - 11.10.1.4. Unpainted plaster

11.11. BALUSTRADES

- 11.11.1. Balustrades must harmonize and conform to the aesthetic of the house.
- 11.11.2. Clear glazing, stainless steel or painted mild steel may be used.
- 11.11.3. A detailed design of the balustrades must be submitted with the plans and approved by the AC.

11.12. PRIVACY

- 11.12.1. Bathroom and toilet windows visible from street elevation and / or neighbouring Properties must be of an acceptable obscure glass / measure.
- 11.12.2. Outside showers must be screened from street view or the view of neighbouring Properties.

11.13. INTERIOR

- 11.13.1. Where the interior of a house will be visible from street elevation and forms a substantial portion of the street view of the Property, it is required that the interior decorating, design and finishes of the social portions of the dwelling harmonize with the exterior aesthetic.

12. CONTRACTOR ACTIVITIES

Owners are responsible for ensuring that contractors are made aware of and strictly abide by the following Rules:

- 12.1. Contractors and contract workers will only be allowed to enter or exit the Estate as per the Rules of Security as set out in the Rules and the Standard Operating Procedures which can be amended from time to time.
- 12.2. Contractors and their workers are required to register and obtain Contractor ID cards for each of their workers from the security office. No access will be allowed without a Contractor ID card. The Contractor ID cards remain the Property of the Estate and may be recalled if any Rules are contravened by the Contractor or their workers.
- 12.3. Construction and construction delivery hours are restricted from **06h30 to 17h00 from 1 October to 31 March and 07h00 to 17h00 from 1 April to 30 September on Mondays to Fridays.**
- 12.4. No construction activity and/or supplier deliveries on construction sites are allowed on **Public Holidays, Saturdays and Sundays**, except in emergencies.
- 12.5. The same arrangement will be applicable during the annual December Builders Shut Down as implemented by the building industry.
- 12.6. The delivery of soil/fertilizer in respect of landscaping is allowed on Saturdays and Public Holidays, except Good Friday, Christmas Day and New Year's Day, from 7h00 until 16h00.
- 12.7. Contractors and their workers are only allowed in the Estate within the hours mentioned in sub-rule 3 above.
- 12.8. A person who enters the estate to conduct construction related duties with an access ticket for more than 10 times is viewed as a contract worker. If such a person enters the Estate with a ticket after the aforesaid 10-day period, he will be blacklisted and denied access.
- 12.9. An Owner is allowed to conduct garden work before starting with construction on his Property. However, should he use a landscaping contractor, all Rules applicable to contractors shall apply.
- 12.10. After a completion certificate has been issued, contractors will be viewed as service providers.
- 12.11. Contractors and their workers (employees) must adhere to all Health and Safety Legislation. Contractors who do not obey such legislation may be refused entry to the Estate.

- 12.12. Contractors must keep peace and order amongst their workers. The following actions, for whatever reason, will not be allowed or tolerated in the Estate or within 100 meters from the Estate entrance:
- 12.12.1. Any industrial and / or labour related actions
 - 12.12.2. Strikes
 - 12.12.3. "Toy-toying"
 - 12.12.4. Unruly behaviour

Transgression of this Rule in the Estate or within 100 meters from the Estate entrance by Contractors and /or their workers will result in a fine of R20 000 being imposed.

- 12.13. No vehicle containing building material will be allowed to exit the Estate without the authority of the Resident who is the Owner or keeper in respect of such building material. It is the responsibility of the relevant Resident to inform Security of building material to be removed out of the Estate
- 12.14. Only single unit construction and/or delivery trucks may come into the Estate. In exceptional situations, permission to exceed this limit, may be obtained from the Estate Manager at least 48 hours prior to delivery, provided that the weight limitation of 30 tons are not exceeded.
- 12.15. An internal speed limit of 25km/h must be adhered to at all times by construction and/or delivery vehicles.
- 12.16. Oil and material spills in the Estate and damage to infrastructure of the Estate is strictly prohibited. Contractors and the Owners who contracted such Contractors, will be responsible for the cleaning and of oil or material spills in the entrance area of the Estate and inside the Estate as well as the repair of damage caused to roads, kerbs and sidewalks caused by delivery and other construction vehicles used by the aforesaid Contractors.
- 12.17. All building materials must be stored within the construction site boundary.
- 12.18. No material is to be off-loaded onto the road or sidewalk or other Properties/neighbouring Properties.
- 12.19. No bricks or building material may be stacked next to perimeter walls.
- 12.20. Building material, rubble and site refuse must be secured on the site in a manner avoiding littering of the Estate and must be removed at regular intervals.
- 12.21. In an emergency, building material, rubble and site refuse may be stored on a neighbouring Property with the written approval of the Owner of that neighbouring Property for a period of up to 60 days, however rubble and site refuse must be removed at regular intervals.
- 12.22. No contractors or their workers are allowed outside of the construction area of the Property where they are conducting construction work.
- 12.23. Construction vehicles may not be parked on a neighbouring Property or its sidewalk without the prior approval of the Owner of such Property.

- 12.24. All contractors will be required to provide screened ablution facilities on site for the workmen and sub-contractors under their control. A minimum of one toilet per site is compulsory. Only chemical toilets will be allowed with no temporary connections to the main drainage system whatsoever. Such toilets will not be allowed on the road or sidewalk or other neighbouring Properties.
- 12.25. No fires may be lit in or within 500 metres from the Estate entrance next to Garstfontein road by contractors or their workers. A minimum fine of R10 000 may be imposed in respect of the transgression of this Rule.
- 12.26. No construction personnel or night watchmen will be allowed to sleep on site.
- 12.27. The primary function of the stopcock provided at the water meter on each Property when the water connection has been installed, is to control water flow from the main supply line. It must therefore not be used as a normal tap during building operations. Contractors must ensure that a suitable installation is done for this purpose, which will also ensure that any water spillage does not flow into the roadway.
- 12.28. Contractors' information boards are allowed at a maximum size 2.25m². Contractors boards must adhere to the specifications and layout as set out in the **template** obtainable from the Estate Manager. These boards must be of a high and professional standard and be approved by the Estate Manager, which approval will not be unreasonably withheld.
- 12.29. The Association reserves the right to deny Contractors and their workers who transgress any of the Rules future entry to the Estate. Where fines are issued in this regard, it is the responsibility of the Owner to make sure that such fines are paid. Construction may be suspended by the Board until these fines are paid.

13. ENFORCEMENT OF THE RULES AND DISPUTE RESOLUTION

13.1. Enforcement of the Rules:

For the enforcement of any Rules made by the Board or the Company, the Board shall be entitled to:

- 13.1.1. take such action, including proceedings in Court, as they may deem fit; and
- 13.1.2. implement a system of fines and penalties from time to time in order to deter any transgressions of the Rules and to ensure the due enforcement of these Rules.
- 13.1.3. For the transgression of a Rule, a fine of R300 up to R3000 will be imposed by the Board. However, where a fine or penalty is specified in the Rules, that specified amount will be imposed.
- 13.1.4. In some instances, a monthly fine or penalty may be imposed where a Resident does not comply with a notice of transgression.

13.2. Transgression of the Rules

In the event of transgression of any of the Rules, the following procedure will be followed:

- 13.2.1. A letter of demand ("the first demand", also called "infringement notice") will be sent to the Resident, specifying the nature of the transgression and demanding him to remedy the transgression where applicable, within a period stipulated in terms of the letter of demand and which demand period shall be reasonable depending on the nature and/or urgency of the matter concerned.
- 13.2.2. Should the Resident fail to adhere to the first demand and to remedy the breach, then a letter of demand, incorporating a fine/penalty ("the final demand") will be sent to the Resident.
- 13.2.3. Should the Resident fail to adhere to the final demand and to remedy the transgression and/or to pay the fine/penalty then, unless written objection is received from the Resident concerning the alleged contravention, the prescribed fine/penalty shall be implemented and levied against the Resident's levy account and shall be enforceable, as if such fine/penalty constitutes a normal levy.
- 13.2.4. For any consecutive transgression of the same rule within a period of 6 (six) months, it would not be necessary for the Board to issue a first demand and in such event a final demand shall be issued.
- 13.2.5. If a Resident dispute an alleged transgression, a Committee of 3 (three) Board appointed by the Chairman shall on receipt of the Resident's written objection convene a meeting with the Resident within a period of 10 (ten) days to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure as the Chairman of the Committee shall direct, provided that the Rules of natural justice shall be observed and at which meeting the Resident shall be entitled to address his objection and to call witnesses.
- 13.2.6. The decision of the Board shall be final unless objected to in writing within 10 (ten) days from notification of its decision.

13.2.7. Should the Resident refuse to accept the decision of the Committee on any matter, such dispute shall then be referred to mediation and/or arbitration in terms of Article 5.

13.2.8. Any fine imposed upon any Resident will be deemed to be a debt due by the Resident to the Company and shall be recoverable by ordinary civil legal process.

13.3. Breach of Rules by people other than the Owner

13.3.1. In the event of any breach of the Rules by an Owner's tenant, occupant, visitor, employee, contractor guest, member of his family or of his tenant or occupant, such breach shall be deemed to have been committed by the Owner himself, but without prejudice to the rights of the Company to take or cause to be taken, such action against the person actually committing the transgression, as the Board in their discretion may deem fit.

13.4. Dispute Resolution Process

Any dispute between the Company and a Member or between Members arising out of or in connection with or related to the provisions of this MOI (including any or all of its Annexures) and concerning any of the rights / obligations of the parties, including any disputes as to the validity of the MOI, save where an interdict or any form of urgent and/or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these dispute resolution provisions:

13.4.1. Mediation

13.4.1.1. The parties will agree to the appointment of an independent person to act as mediator to the dispute. If the parties are unable to agree to the appointment of a mediator, application will be made to the ASSOCIATION of Arbitrators, Southern Africa (AOA), for a suitably qualified mediator to be appointed.

13.4.1.2. The mediator shall endeavour to assist the parties to settle the dispute by agreement and shall not adjudicate the dispute, make any recommendations to the parties or advise any party on the merits of the dispute.

13.4.1.3. The mediator shall have the discretion to conduct the mediation in such a manner as he/she determines and shall further be responsible for the administration of the mediation including the process and conduct of the mediation, which shall be done in an expeditious and cost-effective manner.

13.4.1.4. Should the mediator be unable to mediate the matter successfully within 10 (ten) days of being appointed, the matter will be deemed to have failed mediation.

13.4.1.5. The parties to the dispute will contribute equally to the mediation cost.

13.4.2. Arbitration

- 13.4.2.1. In the event of the mediation failing, the dispute will automatically be referred to arbitration by the HOA within 7 days from failure of mediation.
- 13.4.2.2. The parties will agree to the appointment of an independent person to act as mediator to the dispute.
- 13.4.2.3. Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties shall appoint an arbitrator who shall be an independent and suitably experienced and qualified person as may be agreed upon between the parties to the dispute.
- 13.4.2.4. If the parties cannot agree as to the person of the arbitrator to be appointed within 5 (five) days after the arbitration has been demanded, the auditors of the Company shall upon written application of any of the parties, appoint in writing an arbitrator within 7 (seven) days after they have been required to make the appointment.
- 13.4.2.5. The arbitration shall be held informally or otherwise as the arbitrator may determine in his own discretion. The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of the arbitration in such amount and form as the arbitrator may determine, failing which the arbitration shall not be proceeded with. If such failure to furnish security for payment persists for longer than 7 (seven) days after demand for security for payment was made, the other party shall be entitled to abandon arbitration proceedings.
- 13.4.2.6. The intention being that the arbitration shall be concluded within 45 (forty-five) days after an arbitrator has been appointed or security for costs has been furnished.
- 13.4.2.7. The arbitrator shall make his/her award within 7 (seven) days from the date of the completion of the arbitration and shall, in making his/her award, have regard to the principles laid down in terms of the MOI and the Rules thereunder. The arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he/she may determine and as he/she in his/her discretion may deem appropriate, having regard for the outcome of the arbitration.
- 13.4.2.8. In making an award of costs, it shall be competent for the arbitrator to award costs against the Company on the basis that the member in whose favour the award was made, shall be excluded from contributing to such costs through his general levy and/or any special levy contributions.
- 13.4.2.9. The decision of the arbitrator shall be final and binding and may be made an Order of the High Court upon application of any party to, or affected by, the arbitration.
- 13.4.2.10. The provisions of the Arbitration Act, No. 42 of 1965 shall be applicable.
- 13.4.2.11. Notwithstanding that the Arbitration Act, No. 42 of 1965 makes no provision for joinder of parties to an arbitration without their consent thereto, should a dispute arise between the

Company and a Member or more than one Members or between a number of Members arising out of the same or substantially the same cause of action, or where substantially the same order would be sought against all the parties against whom the dispute has been declared, such parties shall be joined in the arbitration by notice thereof to such other parties as soon as possible after commencement of the arbitration proceedings, but in any event, not later than 10 (ten) days prior to the arbitration hearing.

13.4.3. Exclusions

These dispute resolution provisions shall not apply:

- 13.4.3.1. In respect of disputes concerning the payment of monies due to the Company;
- 13.4.3.2. Where an interdict or any form of urgent and/or other relief may be required or obtained from a Court having jurisdiction; and
- 13.4.3.3. In respect of an application to the Ombud Service, unless such application is refused by the Ombud Service or abandoned by the applicant.

14. GENERAL ACCESS AND EGRESS PROCEDURES

The general access and egress procedures of the Estate are set out in the Rules and the Standard Operation Procedure (SOP) document. The SOP is only accessible to Owners on specific request to the Board. The Rules and the SOP may be revised and amended by the Board from time to time.

The Estate may conduct a security check, which may include a criminal record check, on employees, contractors and contract-workers.

The Estate reserve the right of admission of any person other than an Owner to the Estate.

Provision is made for the access/egress of the following different categories of persons:

14.1. Residents

Access / Egress by Residents is allowed and regulated by the following Resident registration procedures:

- 14.1.1. All Residents must register as a Resident of the Estate at the Estate Manager's Office. Upon application at the Estate Manager the access / egress devices in operation at the time will be provided to a Resident at the cost of the applying Resident.
- 14.1.2. Only Residents may apply for access / egress devices and only those Residents to whom such devices are issued, may use them. These Residents may not give the devices to anybody else to use and a transgression of this prohibition will be viewed as a serious security breach and will result in a fine of R20 000 being imposed. A lost device must be reported by the relevant Resident to the Estate Manger or Security within 2 hours from the loss thereof. Failure to report a lost device will result in a fine of R10 000 being imposed.
- 14.1.3. The procedures may change from time to time and the Board must inform Residents of these changes.

14.2. Visitors

- 14.2.1. In general, access / egress of visitors is controlled in accordance with the access control system applied at the entrance gate.
- 14.2.2. Pre-authorized visitors who visit Residents as normal guests do not need to enter and exit the Estate through the turn-style gate. Only the driver of the vehicle in respect of these guests needs to provide the required identification documents.
- 14.2.3. All visitors must provide a valid South African or international driver's licence when entering the Estate in a vehicle. If no valid driver's licence is provided, no access will be granted.
- 14.2.4. Visitors on foot or bicycle enter the Estate through the turn-style gate. Identification documents referred to in sub-rule 4 below will be required from each visitor on foot or bicycle. Identification documents issued by foreign countries may be verified at the relevant authorities before access to the Estate will be allowed.
- 14.2.5. Residents and their visitors must take note that this process might take time and might cause delays. If no proper confirmation is given via access control system, no access will be granted.

- 14.2.6. The boot of a visiting vehicle may be inspected and / or searched by Security before allowing access / egress.
- 14.2.7. Visitors must declare any firearm in their possession to the security personnel at the entrance gate prior to entering the Estate. The security personnel must immediately inform the Security Manager and the Resident to be visited before giving the visitor access.
- 14.2.8. Visitors may only roam the streets of the Estate in the company of the Residents whom they are visiting.

14.3. Employees

- 14.3.1. Access / egress of employees is allowed through the turn-style gate only and after displaying a valid Mooikloof Heights approved employee access/egress card. Employees who cannot display the card will not be allowed to enter the Estate. In this event the Security must contact the Employer to arrange access for such employee after which the normal visitors access / egress procedure shall be followed.
- 14.3.2. Residents must follow the prescribed employee registration procedure as per the SOP and pay the prescribed fee to obtain a Mooikloof Heights approved access card for an employee. Where a card is lost or damaged, the registration procedure needs to be followed and completed before the relevant employee will be allowed entry to the Estate again.
- 14.3.3. The termination of the employment of an employee or a lost employee access card must be reported by the relevant Contractor to the Estate Manager or Security within 8 hours from the aforesaid termination or loss. Failure to report these events will result in a fine of R10 000 being imposed.

14.4. Contractors

- 14.4.1. Construction and delivery hours are 06h30 to 17h00 from 1 October to 31 March and 07h00 to 17h00 from 1 April to 30 September on Mondays to Fridays.
- 14.4.2. No construction activity and/or supplier deliveries on construction sites to take place on Public Holidays, Saturdays and Sundays except in emergencies.
- 14.4.3. The same arrangement will be applicable during the annual December Builders Shut Down as implemented by the building industry.
- 14.4.4. The delivery of soil/fertilizer in respect of landscaping is allowed on Saturdays and Public Holidays, except Good Friday, Christmas Day and New Year's Day, from 7h00 until 16h00.
- 14.4.5. Contractors and contractor workers must follow the formal prescribed Contractors registration procedure and pay a prescribed fee to register each worker to obtain a valid Contractor ID Card. The following identification documents, including valid temporary documents, are required in order to register contractors and their workers:
 - 14.4.5.1. RSA citizens: A valid RSA ID document;

- 14.4.5.2. Foreigners: A valid Passport with a valid work permit issued by the Department of Home Affairs.
- 14.4.6. All contractors and contractor workers who enter the Estate must be in possession of valid Contractor ID Card. No access will be allowed without a Contractor ID card.
- 14.4.7. All contractor workers must enter through the turn-style gate after which they must be transported to the construction site by the contractor or sub-contractor.
- 14.4.8. The Contractor ID cards remain the Property of the Estate and may be recalled if any Estate or Security Rules are contravened. Damaged and unreadable cards will be confiscated and must be replaced by following the normal registration procedure, paying the fees and presenting the required documentation.
- 14.4.9. The termination of the employment of a contract-worker or a lost Contractor ID Card must be reported by the relevant Contractor to the Estate Manger or Security within 8 hours from the aforesaid termination or loss. Failure to report these events will result in a fine of R10 000 being imposed.
- 14.4.10. Lost cards will be replaced by following the normal registration procedure, presenting the required documentation and paying the prescribed fees.
- 14.4.11. When exiting the Estate, all the workers of the contractor must be transported to the exit gate by the contractor or sub-contractor and dropped off at the dedicated drop-off zone.
- 14.4.12. All the contractor workers then exit through the turn-style gate. Security must inspect and or search all construction and contractor vehicles before allowing access and egress.

14.5. Service Providers

- 14.5.1. Access to service providers is allowed from 06h30 to 17h00 from 1 October to 31 March and 07h00 to 17h00 from 1 April to 30 September on Mondays to Fridays and Saturdays between 7h00 and 16h00.
- 14.5.2. Where Security is of the opinion that a service provider may not be allowed access, the Resident who is to be serviced must be contacted immediately by Security to resolve the denial of access and before the service provider is ordered to leave the entrance area.
- 14.5.3. After a completion certificate has been issued, contractors are viewed as service providers.
- 14.5.4. The following emergencies are exempted from the above prescribed service provider access times and service providers may access the Estate until the emergency repairs / services are complete:
 - 14.5.4.1. Plumbing
 - 14.5.4.2. Electricity supply – limited to problems with main supply
 - 14.5.4.3. Problems with stoves, fridges and deep freezers
 - 14.5.4.4. Damaged doors and windows
 - 14.5.4.5. Damaged geysers / heat pumps
 - 14.5.4.6. Damage caused by natural disasters

14.5.5. Access for emergency repairs outside the prescribed hours must be requested from the Estate Manager, which access shall not be unreasonably withheld.

14.6. Visits to an Employee

14.6.1. The Rules applicable to normal visits as per sub-rule 2 above are applicable.

14.6.2. In addition, it is required that the Employer (Owner / Resident) must be given permission for such visits.

14.7. Visitors to the Clubhouse

14.7.1. Visitors to functions at the clubhouse are to be treated as a visitor as set out in sub-rule 2 above.

14.7.2. These visitors are not allowed to roam the streets of the Estate and may only occupy the Clubhouse area.

14.8. Visits by Emergency Services

14.8.1. Entry of City Council, City Council Sub-Contractors, Telkom, Police, Ambulance or Fire Brigade, even in marked vehicles and dressed in uniforms will be treated as visitors and the normal procedure for visitors must be followed.

14.8.2. If no authorisation is provided, no entry will be allowed. Site Security Seniors may override the system only in respect of the fire brigade and ambulance.

14.9. Chauffeur Services

14.9.1. All chauffeur service providers such as Ubers, metered taxi's, shuttle services, etc., shall be treated as a normal visitor as set out in sub-rule 2 above.

14.9.2. The chauffeur service provider must follow the shortest route to and from the clients Property. No minibus taxis are allowed in the Estate.

14.10. Deliveries other than construction deliveries

14.10.1. Persons conducting deliveries to Residents in the Estate will be treated as visitors as set out in sub-rule 2 above.

14.10.2. Deliveries may be done all hours.

14.10.3. Where Security is of the opinion that a delivery is not allowed, for whatever reason, the Resident who requested such delivery must be contacted immediately by Security to resolve the denial of access / delivery and before the person doing the delivery is ordered to leave the entrance area of the Estate.

14.11. Pre-authorised visitors access codes

14.11.1. Only visitors as mentioned in category 2 above may be issued pre-authorised access codes.

14.11.2. Visitors mentioned in categories 3 to 10 may **not** be issued pre-authorised access codes.

15. RENTING OF CLUBHOUSE

15.1. BOOKINGS

- 15.1.1. Only Owners (herein referred to as “tenant”) may rent the Clubhouse.
- 15.1.2. The Clubhouse may only be rented for private family related functions.
- 15.1.3. A written application to rent the Clubhouse should be made at the Estate Manager’s Office. The application should state the following:
 - 15.1.3.1. Full names of the Owner;
 - 15.1.3.2. The address of the Owner;
 - 15.1.3.3. Date and time of the function;
 - 15.1.3.4. Nature of the function (e.g. birthday party);
 - 15.1.3.5. Number of guests that will be attending; and
 - 15.1.3.6. Starting and finishing times of the rental period.
- 15.1.4. The Clubhouse will be allocated on a ‘first come first serve’ basis.
- 15.1.5. The decision for the renting of the Clubhouse rests with the Board whose decision is final.
- 15.1.6. The Clubhouse fee to be determined from time to time by Board, is payable upfront to secure the booking.
- 15.1.7. The Clubhouse facilities may be rented for recreational purposes only.

15.2. LIABILITY OF TENANT FOR DAMAGE TO PROPERTY

- 15.2.1. The tenant shall be liable and shall compensate the Estate for any breakage or other damage of whatever nature to the Clubhouse, furniture, equipment and / or any other Property of the Estate being found to be defective, damaged or broken.
- 15.2.2. The tenant takes full responsibility for the behaviour of his/her guests and any damage, loss or breakages by any of his/her guests will be the responsibility of the tenant.
- 15.2.3. After every function, the Clubhouse shall be inspected by the Estate Manager and the tenant or anyone authorized by the tenant to act on his/her behalf, and any damage or loss shall be noted. Should the tenant find anything to be broken or defective prior to the start of the function, it shall be pointed out by the tenant to the Estate Manager before being used, failing which, all shall be considered as being in good and working order.

15.3. INDEMNITY

- 15.3.1. Association, the Board and/or any Director in his/her personal capacity shall accept no responsibility whatsoever in respect of any damage to or loss of any Property, articles or goods of whatever nature placed or left upon the premises by the tenant or any of his/her guests, or for

injuries to or the death of any person visiting the Estate or making use of the equipment or facilities on the premises.

15.3.2. It shall be an explicit condition that the tenant indemnifies the Association and its personnel, the Board and/or any Director in his/her personal capacity against any claim made by the tenant or any of his/her guests, on any ground whatsoever, for any damages he or his guests might suffer during the utilisation of the Clubhouse, recreational facilities and amenities.

15.3.3. The tenant shall further indemnify and hold harmless the Association, the Board and/or any Director in his/her personal capacity from and against any claim against a judicial order, damages or otherwise and for costs including attorney and client costs, which may be instituted by reason of any infringement by the tenant and/or any of his/her guests while using the Clubhouse and facilities.

15.3.4. It is the responsibility of the tenant to ensure that all Municipal by-laws, Rules and/or any other legislation are adhered to.

15.4. ADMISSION OF GUESTS

15.4.1. The tenant shall provide the guards at the gate with the names and vehicle registration numbers of all guests in order for guests to be allowed into the Estate.

15.4.2. These procedures are however dependant on Security procedures which may change from time to time.

15.5. CANCELLATION OF RENTING THE CLUBHOUSE

15.5.1. Any booking for the renting of the Clubhouse may be cancelled, provided such cancellation shall be done at least 7 days prior to the date for which the Clubhouse was booked.

15.6. POSTPONEMENT OF RESERVATION

15.6.1. In the event of the tenant desiring to postpone a reservation of the Clubhouse, written notification shall be given to the Estate Manager at least 7 days prior to the date for which the Clubhouse was booked. Any cancellations less than 14 days prior to the event will be subject to a penalty of 15% of the fee.

15.6.2. No penalty shall be payable if the postponement does not exceed a period of 30 days.

15.7. OTHER CONDITIONS

15.7.1. The Clubhouse shall be let to the tenant on the explicit understanding that no overcrowding will take place. The maximum number of persons that will be allowed is 50 people.

- 15.7.2. If more guests are expected, the tenant must apply for special permission from the Estate Manager. Where more than 50 or the permitted number of persons attend a function, an amount of 10 times the rental fee may be charged.
- 15.7.3. The Estate further reserves the right to immediately and forthwith suspend utilisation of the club facilities in cases of overcrowding.
- 15.7.4. Only with the permission of the Estate Manager and then only at such places as the Estate Manager may direct shall sign boards, posters, notices, decorations, flags, emblems, balloons, etc. be allowed to be placed at the Clubhouse or any other place within the Estate.
- 15.7.5. Smoking inside the Clubhouse or in the doorways of the Clubhouse is strictly prohibited.
- 15.7.6. Fires may only be lit in demarcated braai areas.
- 15.7.7. The tennis court may not be used or entered onto by the tenant or his guests.
- 15.7.8. The Clubhouse and surrounding areas have to be cleaned by the tenant the same night after the lease period has ended. If not cleaned to the satisfaction of the Estate Manager, the Estate will clean up and the costs thereof will be added to the monthly levy of the tenant. If the tenant is a tenant of a Property, the cleaning costs will be added to the monthly levy of the tenant's lessor.
- 15.7.9. Noise levels should be kept at a level that does not create a nuisance to other persons in the Estate.
- 15.7.10. The Estate reserves the right to immediately and forthwith suspend utilisation of the club facilities where the tenant or the guests cause a nuisance or dangerous situation.
- 15.7.11. Guests of the tenant who are not Residents, are not allowed to roam the streets of the Estate and may only occupy the Clubhouse area.

15.8. FINES

- 15.8.1. Should the tenant of the Clubhouse or any of his/her guests contravene any of the Rules or any condition of the leasing of the club facilities, the tenant may be fined.
- 15.8.2. Such fines will be added to the monthly levy of the tenant. In the event of the contravention of any Municipal by-laws or any other legislation, criminal charges may be laid by the Estate.

16. AUCTIONEERS, AGENTS AND ESTATE AGENCY ACCREDITATION APPLICATION AND POLICY

16.1. ACCREDITATION

16.1.1. All agencies, agents or auctioneers must apply for accreditation by submitting to the Association, the Accreditation Application form which must be completed and submitted with all relevant information and documents c/o the Managing Agent or such agency as may from time to time be nominated by the BOARD.

16.1.2. The Association reserves the right to approve and/or disapprove an application for accreditation.

16.2. ACCREDITATION FEES

16.2.1. Application for accreditation must be accompanied by payment of the administrative fee, as may be levied by the BOARD from time to time pertaining to attendances, advice, correspondence and copying charges associated with the accreditation process and furnishing of the Rules and documents.

16.2.2. Administrative charges will be charged pro-rate from date of accreditation to the end of February of each year.

16.2.3. The amount of the annual accreditation fee for a specific year will be communicated (invoiced) to the agency, agent or auctioneer by the Board of Directors towards the end of January each year.

16.2.4. If an application for accreditation is not approved, for whatever reason, the accreditation fee will be refunded to the applicant.

16.2.5. In the event of a termination, cancellation or withdrawal of accreditation, no refund will be made of any accreditation fees paid.

16.3. ACCREDITATION PERIOD

16.3.1. Once accredited, the accreditation is valid from date of accreditation to the end of February following the date of accreditation and shall be renewable annually by written application.

16.4. ACCREDITATION ADJUDICATION

16.4.1. Failure to comply with any of the Rules of the Association or to submit all required documentation with an application may lead to disapproval of an application for accreditation.

16.4.2. Any breach of the Rules of the Association may result in a cancellation of accreditation.

16.5. ASSOCIATION COMMITMENTS

The Association is committed to taking reasonable steps to provide the following services to accredited estate agents:-

- 16.5.1. The provision of Property/street maps.
- 16.5.2. Provision of the MOI and the Rules.
- 16.5.3. Assurance that the Association and managing agent will endeavour to issue clearance certificates within 10 (ten) working days, provided information/documents and payments have been effected.
- 16.5.4. Assist with general information concerning the Estate and its amenities.
- 16.5.5. Ensure that only accredited agencies, agents or auctioneers market and sell properties in the Mooikloof Heights Estate.
- 16.5.6. To assist with access and security matters.

16.6. AGENCY, AGENTS AND AUCTIONEERS' RESPONSIBILITIES

With accreditation, an agency, agent or auctioneer accepts the following conditions:

- 16.6.1. To be subject to the MOI and the Rules;
- 16.6.2. With regards to the sale of a Property, only the prescribed sales/purchase agreement provided by the Association may be used. This agreement can be obtained from the Estate Manager. The content of the completed agreement must be approved by the Association before signature thereof by the parties. Such approval shall not be unreasonably withheld.
- 16.6.3. To include as part of any sale agreement, lease agreement or conditions of sale in the event of an auction sale, a copy of the MOI and the Rules as well as the membership application of a prospective buyer of Property in the Estate.
- 16.6.4. To comply with all security protocol and access control policy of the Association.
- 16.6.5. To notify the Association of a successful sale, lease or auction sale and to furnish particulars of the parties to the transaction and of the conveyancing attorney attending to the transfer or agent attending to the letting, as soon as possible after such conclusion.
- 16.6.6. To submit a copy of all lease or sales agreements in respect of Properties in the Estate with the Estate Manager.
- 16.6.7. To accompany any prospective purchaser/bidder/tenant at all times while such person is in the Estate.
- 16.6.8. If, at any time, more than 10 (ten) prospective purchasers/tenants/bidders are expected to visit a show/promotion/auction, appropriate arrangements must be made with the Estate Manager and for which purpose the Estate Manager may direct that the clubhouse facilities and parking facilities are utilised. In such event the fees applicable to the clubhouse rental shall be applicable, as may be determined by the BOARD from time to time and which payment shall be made by the relevant agent/auctioneer to the Managing Agent, upfront and prior to date of the event.

16.6.9. Agents/auctioneers must give prior notice of shows/promotion events/auctions and the Estate Manager may determine the days, time and venues of these events in case where the club house/facilities are involved, on an equal basis and to treat all registered agents on an equal basis.

16.7. ADVERTISEMENTS / SIGNBOARDS

16.7.1. No “show house” boards and/or “for sale” boards and/or “to let” boards may be erected on the Estate, except in cases of forced sales (sequestration/liquidation/execution sales) as permitted by the Estate Manager.

16.7.2. No door-to-door canvassing, advertisements, flyers or similar material for Property transactions may be delivered within the Estate.

16.7.3. Door-to-door canvassing for Property transactions is not permitted and Estate Agents may only operate by appointment.

16.7.4. Boards indicating direction may only be erected with prior permission of the Estate Manager and as may be directed by the Estate Manager on the day of the show or auction sale.

16.7.5. No electronic and/or written and/or other advertisement/signboard may claim to represent the Association and/or ignore and/or attach an interpretation of the Rules.

16.8. OWNER TRANSACTIONS

16.8.1. The Owner shall only advertise and sell the Property under his/her personal name and telephone number and shall specifically not be allowed to sell the Property through any other non-accredited agency. If an Owner wants to sell his/her Property through a non-accredited agency, the Owner is liable to ensure that such agency apply for accreditation in terms of the Accreditation Policy prior to the commencement of marketing action.

16.8.2. The Board of Directors may, in its sole discretion, exempt sales from compliance with the Accreditation Policy and may set specific applicable conditions.

16.9. BREACH OF CONDITIONS

16.9.1. Provision will be made in the Agreement that the Homeowners Association reserves the right to take steps against an accredited Estate Agent who breaches a condition of the accreditation, the Accreditation Policy, the Rules or any other directive, rule or law applicable to such Estate Agent or such transaction. In these instances, the Association may:

16.9.1.1. Summarily cancel the accreditation; and

16.9.1.2. The Agent shall forfeit the annual accreditation fee and any other moneys paid for that year.

16.10. AMENDMENT OF CONDITIONS

The Association reserves the right to amend this Accreditation Policy at any time, in which event notice of such amended policy shall be circulated to all accredited agents/auctioneers.

16.11. APPLICATION FORM

Mooikloof Heights Homeowners Association

Accreditation Application for Estate Agencies, Estate- and Letting Agents and Auctioneers

I, the undersigned, _____

on behalf of _____
(Estate Agency/Letting Agent/Auctioneer)

Telephone/contact numbers:

Home:

Work:

Cell:

E-mail address:

Herewith confirm that:

1. I am duly authorized to represent the Agency/Auctioneer and I am fully aware of and familiar with:
 - 1.1. the existence of the Mooikloof Heights Homeowners Association (NPC);
 - 1.2. the Mooikloof Heights MOI and Rules;
 - 1.3. the Estate Agents Accreditation Policy for Agents and Auctioneers and hereby undertake to explain the contents thereof to all prospective purchasers and tenants.

1. I undertake to attach a copy of the Mooikloof Heights MOI, Rules, the title deed of the sold Property and the purchaser's membership application to each and every sale and lease agreement to be

concluded, together with a special condition to the sale agreement relating to title deed requirements. I acknowledge that only the purchase / lease agreement provided by the Estate shall be used.

2. I understand that the parties to a purchase/lease agreement can add special conditions to the agreement.
3. I am aware that the content of the agreement must be approved by the Association.
4. I am aware that a clearance certificate is required for lodgement with each transfer, which certificate can be obtained from the Managing Agent/Estate Manger or any other agent of the Association.
5. The clearance certificate shall only be issued if:
 - Levies have been paid for 3 (three) months in advance to registration of the sold Property into the name of the purchaser; and
 - Proof of payment of all moneys, due to the Association on date of signature of the purchase agreement, has been provided to the Estate's managing agent and the Estate Manager on the date of payment thereof.
6. As an accredited agent, I will be required to abide by the following guidelines relating to the erection of advertisements/signboards:
 - No "show house" boards and/or "for sale" boards and/or "to let" boards may be erected on the Estate, except in cases of forced sales (sequestration/liquidation/execution sales) as permitted.
 - No door-to-door canvassing, advertisements, flyers or similar material for Property transactions may be delivered to properties within the Estate.
 - Door-to-door canvassing for Property transactions is not permitted and Estate Agents may only operate by appointment.
 - No electronic and/or written and/or other advertisement/signboard may claim to represent the Association and/or ignore and/or attach an interpretation of the Association's Rules of conduct.
7. Accreditation fees:
 - 16.12. Application for accreditation must be accompanied by payment of the administrative fee, as may be levied by the BOARD from time to time.

- 16.13. Administrative charges will be charged pro rata from date of registration to the end of February of each year.
- 16.14. The amount of the annual accreditation fee for a specific year will be communicated (invoiced) to the agency, agent or auctioneer by the BOARD towards the end of January each year.
- 16.15. If an application for accreditation is not approved for whatever reason, the registration fee will be refunded to the applicant.
- 16.16. In the event of a termination, cancellation or withdrawal of accreditation, no refund will be made of any accreditation fees paid.
8. Accreditation Adjudication:
Failure to comply with any of the Rules of the Association or to submit all required documentation may lead to disapproval of an application for accreditation. Any breach of the Rules of the Association may result in a cancellation of accreditation.
9. A maximum of six (6) estate agents per accredited estate agency will be allowed to market Property on the Mooikloof Heights Estate. An agency must pay R1000 additional per agent per financial year.
10. I am aware that if I should fail to comply with these Rules, notwithstanding any mandate I may have from the Owner of a Property to sell the said Property, the Mooikloof Heights Homeowners Association has the right to revoke my accreditation immediately. If this happens, I will have no right of recourse against the Mooikloof Heights Homeowners Association or any of its members.
11. I acknowledge that these Rules and the Mooikloof Heights Rules Manual and the Estate Agents Accreditation Policy, copies of which I have in my possession, are subject to amendment from time to time. I hereby undertake to abide by any amendment to the Rules, which I acknowledge will always supersede the existing Rules.
12. I acknowledge that any access instruments will only be used by the agent to whom it is issued and that it may not be used by any other person.



I, _____, confirm acceptance of the above terms and conditions
on behalf of _____

(Estate Agency/Letting Agent/Auctioneer)

Signature

Date

Agent's/Auctioneer's: Witnesses:

On behalf of the Mooikloof Heights Homeowners Association (NPC)

Signature

Date

Witnesses:

17. GUIDELINES FOR BUSINESSES PRACTICED WITHIN THE ESTATE

17.1. General

- 17.1.1. No business activity may be conducted from the Estate without prior written permission obtained from the Association through the Board of Directors.
- 17.1.2. Application, in the Rules prescribed manner, must be made to the Board of Directors to practice a business activity within the Estate and the Board of Directors will, at its sole discretion and in the best interest of the estate, refuse or allow, with or without conditions, the practicing of a business in the Estate.
- 17.1.3. The prescribed form must be used to submit an application to conduct a business from the Estate. Written consent to conduct the business must be obtained from all neighbours of the applicant and must be included in the application.
- 17.1.4. Each application will be considered on merit.
- 17.1.5. The approval of any individual application does not imply that there is a general approval to practice the same or similar type of business within the Estate.
- 17.1.6. Without limiting the right of refusal of the Board of Directors, no business activities that could have a negative impact on the security of the Estate, result in a high volume of traffic moving in and out of the Estate, in any manner cause a disturbance of the high quality, peaceful, safe and harmonious lifestyle of the Estate or result in any form of pollution or damage to any part of the Estate, shall be allowed in the Estate.
- 17.1.7. The Board of Directors may, with immediate effect, stop the practicing of a business that is conducted without the written permission of the Board.
- 17.1.8. Permission granted to practice a business can be terminated forthwith, at the sole discretion of the Board of Directors, if the applicant or his employees contravene the Rules and/or any conditions imposed with the granting of permission.
- 17.1.9. In the aforesaid instances the Owner shall have no claim whatsoever against the Association for damages as a result of such termination.
- 17.1.10. The normal visitor's access and egress Rules will apply in respect of visitors to businesses practiced in the Estate.
- 17.1.11. Further, in addition to the above, a business undertaken from a Property is subject to the following:
 - 17.1.11.1. Only Owners who reside on a Property may conduct a business from that Estate;
 - 17.1.11.2. A tenant may not operate a business from the Estate;
 - 17.1.11.3. An Owner who obtained permission to practice a business in the Estate must be a full-time employee of that business;
 - 17.1.11.4. Office space must be linked to the dwelling by roof structure and must be of the same architectural design;
 - 17.1.11.5. The gross floor area of the business area space is limited to 80m²;

- 17.1.11.6. The display of a name, advertising and notice boards outside the office space are prohibited;
- 17.1.11.7. The storage of goods of whatsoever nature and/or hazardous waste is prohibited;
- 17.1.11.8. The display of goods contemplated shall be located inside the office space and shall not be visible from the outside/street;
- 17.1.11.9. The regular loading and off-loading of goods to an office by means of a private or commercial vehicle may not take place unless the mass does not exceed 5 000 kg gvm, loading capacity included.
- 17.1.11.10. Visitors to a business shall park their vehicles on the premises of the business that they are visiting. Parking on the sidewalk or on vacant Properties is not allowed;
- 17.1.11.11. The maximum number of employees of the business is restricted to the Owner and not more than three other employees, all of whom may be non-Residents.
- 17.1.11.12. No disturbances, noises, smells, air pollution or annoying situations which may cause public discomfort will be permitted.
- 17.1.12. Although the Board of Directors has a discretion in respect of which types of businesses can be allowed, the following businesses **are not permitted** in the Estate:
 - 17.1.12.1. Crèche
 - 17.1.12.2. Funeral undertaking
 - 17.1.12.3. Visitors' information bureau
 - 17.1.12.4. Building society
 - 17.1.12.5. Bank agency
 - 17.1.12.6. Bakeries
 - 17.1.12.7. Catering Enterprises
 - 17.1.12.8. Businesses related to the Hospitality industry
 - 17.1.12.9. Liquor distribution / trading
 - 17.1.12.10. Air B'nB practices
 - 17.1.12.11. Businesses related to the Beauty Industry
 - 17.1.12.12. Towing service
 - 17.1.12.13. Vehicle workshop
 - 17.1.12.14. Carwash bay
 - 17.1.12.15. Business that are Educational in nature
 - 17.1.12.16. Panel beater
 - 17.1.12.17. Parcel delivery services
 - 17.1.12.18. Travel agency
 - 17.1.12.19. Shooting range
 - 17.1.12.20. Blasting contractors
 - 17.1.12.21. Butchery and/or meat-processing enterprise
 - 17.1.12.22. Dog parlour

- 17.1.12.23. Seafood supply/wholesalers bakery
- 17.1.12.24. Vehicle sale showroom and offices
- 17.1.12.25. Entertainment centre
- 17.1.12.26. Any manufacturing enterprise
- 17.1.12.27. Construction
- 17.1.12.28. Courier or distribution of goods / material enterprises
- 17.1.12.29. Packaging and/or cartage contractors
- 17.1.12.30. Any business that is involved in unlawful activities

17.2. APPLICATION FORM

Application to Conduct a Business in Mooikloof Heights Estate

I, _____, accept the Rules and all the additional conditions imposed by the BOARD. I hereby indemnify the Association and the Board in respect of all damages which I and or my business might suffer as a result of the Board's termination of permission to practice my business if the I and / or my employees contravene the Rules and/or any of the conditions imposed with the granting of permission.

SIGNATURE

DATE

CONSENT NEIGHBOUR 1

Date _____

Name _____

Property Number _____

Signature _____

CONSENT NEIGHBOUR 2

Date _____

Name _____

Property Number _____

Signature _____

ON BEHALF OF THE MOOIKLOOF HEIGHTS HOMEOWNERS ASSOCIATION

SIGNATURE

DATE

NAME (POSITION)

ANNEXURES

ANNEXURE PAINT PALETTE WALLS



The colour palette taken from Plascon's Essential Collection range.

ANNEXURE PAINT PALETTE ROOFS



The colour palette above is from Plascon's Essential Collection range.



The colour palette above is from the Dulux range.