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1. DISCLAIMER

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

2. WARNING

The Estate has a security system comprising perimeter security, access control and physical patrolling. The system has a detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate. It remains the responsibility of each occupant to ensure the safety and security of their property, friends and families. Tampering with the security systems of the estate, including the entry gates and security personal is considered in a very serious light and could result in a fine of up to R1000 being issued to the relevant home owner.

In some areas on the perimeter the electric fence is electrified and could cause injury if touched.

3. RESERVATION

These Rules have been drawn to be fully applicable once the Estate has been entirely established. Some facilities may not be available at the onset but will be phased in during a time frame to be agreed upon with the developer.

Conditions referring to facilities not yet provided should only be considered applicable once the facility has been provided.

4. ESTATE RULES

INTRODUCTION

These Rules, which the Directors may change from time to time, have been established in terms of the Memorandum of Incorporation of the Homeowners Association (**Company**). They are binding upon all residents and visitors in the Estate, as is any decision taken by the Directors in interpreting these rules. The

registered owners of properties are responsible for ensuring that members and their families, tenants, visitors, friends and all their employees abide by the Rules.

Claiming non receipt of these rules will not void them; they become binding on all members and their families, tenants, visitors, friends and all their employees the day that the ownership of the property is transferred onto you, or whenever you or any of the above enter the estate.

4.1 USE OF THE STREETS

The speed limit on all streets is 30 km/h. The use of vehicles and motorbikes with noisy exhaust systems or engines is prohibited. Normal statutory traffic laws are applicable in the Estate.

That means the same laws that apply on public roads will apply to the roads of the estate. These includes but are not limited to the speed limits, use of the traffic circle, driving on the left side of the road, not cutting corners, not driving on sidewalks and being generally courteous in the use of the roads.

Repeat offenders in terms of the above may be asked to leave the premises and access to the estate may be revoked in cases where the members and their families, tenants, visitors, friends and all their employees are found not to heed the requests of the Directors, Security or the Estate Manager. The Directors may also, at their discretion impose a fine of up to R1000 for traffic violations.

It is further the responsibility of each owner to ensure that their families, tenants, visitors, friends and all their employees do not park in areas where it will obstruct the flow of traffic or become a nuisance to any of the residents of the estate. Green areas and parks are specifically not designated parking areas.

Only vehicles that are deemed roadworthy may be operated in the estate. Quad bikes, Dirt bikes and any other un-licensed vehicles must be pushed or transported on a trailer.

4.2 MAINTENANCE OF SIDEWALKS

4.2.1 All owners have a responsibility to:-

4.2.1.1 Develop and maintain the area between the road curb and their property boundaries; and

4.2.1.2 Maintain and paint, where necessary, property boundary walling; and

4.2.1.3 Ensure that caravans, washing lines, trailers, boats, wendy houses, tool sheds, mechanical equipment or parts thereof and accommodation for pets are sited out of public view and screened from the street.

4.2.1.3.1 For the purposes of the above, "develop" will mean to plant and maintain grass, or plants for the entire width of the area between the boundary wall and the curb. Whatever method is chosen; the result should be aesthetically pleasing to the public eye. Poured concrete and bare ground is not acceptable.

4.2.2 No trees, plants or sidewalk lawn may be removed without the permission of the **Company**. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.

4.2.3 If owners neglect their sidewalks the **Company** will have the right to rectify the neglect and recover the costs from the owner.

4.3 **DOGS AND OTHER ANIMALS**

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

4.3.2 Dogs will not be allowed into open areas without the use of a leash.

4.3.3 Defecation of pets must be removed by the owner immediately otherwise a removal free of R150,00 will be charged.

4.3.4 It is the responsibility of each owner to keep their dogs quiet. Where pets are found to be an annoyance to other residents, the relevant owner will be requested to take appropriate action once; after this, a fine of up to R250 will be levied or the animals will be removed by the SPCA

4.3.5 All dog owners are required to register their dogs with the estate office. Dogs must have a collar with the owners stand number on it for easy identification

4.3.6 Dogs that attack any resident will have to be removed or put down

4.3.7 Tshwane municipal bylaws require that no owner is allowed to have more than 2 dogs and unless you are a registered breeder, all dogs **MUST** be spayed.

4.4 **ENVIRONMENTAL MANAGEMENT PLAN**

An Environmental Conservation Management Plan exists for Amberfield Valley and has been approved by the authorities.

Erven 3653, 3786, 3792 - 3795, 3802, 3903, 3916, 3998 - 4000, 4001 - 4005 are considered "no go" areas as these areas are environmentally sensitive and

haven been demarcated and fenced. Compliance by everyone to the requirements of the Management Plan will be monitored by officials from the Department Agriculture, Conservation and Environment. Heavy fines could be issued to persons not complying to the requirements.

The following must be complied to:

- a) These areas may not be entered;
- b) No dumping of any material whatsoever is permitted;
- c) No fires may be started;
- d) Removal or damage to vegetation is prohibited;
- e) The ground surface or soil may not be disturbed;
- f) Erosion may not be created; and
- g) Driving vehicles or heavy duty machines on the protected areas are not allowed.

4.5 **PARKS**

The Park erven are protected areas and must be respected as such. Parks are not parking areas - a fine of up to R250 will be levied against any offending owners.

4.6 **ESTATE SECURITY**

4.6.1 In the interest of providing an effective security system, the rules relating to security and access control as laid down by the Directors from time to time shall be adhered to at all times, and residents shall at all times treat the security personnel in a co-operative and patient manner.

4.6.2 Estate security is designed to function as follows:-

- 4.6.2.1 to provide an access control system. (Residents are responsible to their own safety and protection of their own private property);
- 4.6.2.2 access control will be manned 24 hours per day;
- 4.6.2.3 on application residents will be issued with access cards at a fee determined by Directors from time to time - the security guard will allow vehicles with access cards access to the Estate;
- 4.6.2.4 residents who are not in possession of an electronic access card must sign the access register every time they wish to enter or leave the Estate;

- 4.6.2.5 contractors having business in the Estate together with their permanent and temporary workers will be issued with contractor's access cards and contractor's employee access permits. A fee determined by the Directors from time to time is payable in respect of contractor's access cards. These permits should be carried at all times and if the Estate Management or Security finds someone who is not in possession of a valid permit, they will be escorted off the Estate;
- 4.6.2.6 residents are responsible for whoever they allow entry via the intercom system and should never open the gates if they are not sure who it is
- 4.6.2.7 the security centre at the gate should be advised in advance of the pending arrival of visitors, and relating to vehicle registration numbers and property to be visited if the intercom system is out of order;
- 4.6.2.8 at night, the Estate will be patrolled on a random basis by security guards;
- 4.6.2.9 all residents, tenants, night watchmen, domestic workers and other persons who reside on the Estate must register with the security centre and complete the required data sheets;
- 4.6.2.10 the perimeter wall and electric fencing serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate.

Note: Tampering with the security system, or interfering with the duties of the security personal - includes fighting with or being rude to security staff - will not be tolerated and a fine of up to R1000 can be levied at the discretion of the Directors.

4.7 **PRIVATE SECURITY**

- 4.7.1 Residents/Owners are urged to employ private security companies; this however in no way excludes them from membership obligations as members of the **Company**. Residents/Owners are also to please note, that all private security is the responsibility of the Resident/Owner.
- 4.7.2 Residents/Owners must ensure that no more than 2 (two) security boards are placed on the perimeter walls of the Erf. The **Company** will remove, and dispose of any excess boards.

4.8 LETTING AND RESELLING PROPERTY

Must be used in conjunction with the Accreditation Procedure and related documents

The following rules shall be applicable to the reselling/letting of property in the Estate:-

- 4.8.1 The seller/lessor of property must ensure that their estate agent registers with the Homeowners Association by submitting the prescribed application form prior to commencing with any selling/letting activity.
- 4.8.2 The seller/lessor of property must ensure that his or her estate agent makes the Rules of Conduct for the Estate available to any prospective buyer/tenant;
- 4.8.3 Estate Agents must operate on a "By Appointment" basis and must personally accompany prospective buyers/tenants;
- 4.8.4 If properties are to be on show over weekends, agents must advise the Estate Manager of the details of the property before 12h00 on the Thursday pre-ceding the show weekend. The onus will be on the agent to ensure that information provided is correct. The Estate Manager will advise each agent of the number of pointer boards which may be erected on the sidewalk on that weekend in respect of each property. This signage can only be erected after 12h00 on a Friday and must be removed by sunset on the Sunday. Failing penalty payable by the agent before the boards can be returned.
- 4.8.5 It is the responsibility of owners to ensure that not more than one "for sale" or "to let" boards be erected on the property offered.
- 4.8.6 Once properties are sold boards must be removed within two weeks.
- 4.8.7 Boards not removed will be removed by the **Company**, and disposed of.
- 4.8.8 Estate agents are not allowed to distribute flyers or solicit business in any other way while in the estate - this will result in their privileges being cancelled.
- 4.8.9 All rental and Sales Estate agencies are required to also have an advert on the Amberfield Valley website so that prospective clients can gain easy access to their contact details.
- 4.8.10 It is the responsibility of all owners and their agents to perform the necessary background check on prospective tenants. This includes but

is not necessarily limited to credit checks, criminal record checks, and confirmation of employment and validity of identification.

4.9 **GENERAL MATTERS**

4.9.1 **LEVIES - please refer to policy**

We strongly advise that you should sign a debit order for the payment of levies

4.9.1.1 **DUE DATE**

All levies are due and payable in advance on the first day of each calendar month.

4.9.1.2 **INTEREST ON ACCOUNTS IN ARREAR**

Interest will be raised on all accounts in arrear at an interest rate determined by the Directors from time to time.

4.9.1.3 **PENALTY CHARGE FOR LETTERS OF DEMAND**

The Directors may levy a penalty for the issuing of letters of demand at a rate determined by the Board from time to time.

4.9.1.4 **HANDING OVER OF ACCOUNTS IN ARREAR**

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

4.9.2 **AMENDMENTS TO THE CONDUCT RULES**

The Directors can amend or add to the Estate Rules from time to time.

4.9.3 **CONTINUED CONTRAVENTION OF A RULE**

The Directors reserve the right to take any action they deem fit in the event of a continued contravention of a rule. Such action can include rectification by the **Company**, the cost of which will be charged to the transgressor, or the imposition of a fine and subsequent legal action or the withholding of clearance certificates. Legal costs incurred by the Company in respect of any legal steps taken against an owner to remedy a breach will be for the account of that owner. The Directors also reserve the right to call a resident to a disciplinary hearing if an amicable

resolution cannot be reached. The outcome of this hearing will be binding on all parties.

4.9.4 **INTERFERENCE WITH THE ELECTRIC SYSTEM OR PERIMETER WALL**

No large trees, shrubs and/or any plant may be planted against or in close proximity of the perimeter wall so as to interfere with the proper function of the security and/or security system. Any plant which interferes with the security or security system can be removed by the **Company**, or the **Company** can order the removal thereof. No unauthorised person may interfere with the electric security fence located on the top of the perimeter wall. The perimeter wall and electric fence are the property of the **Company**, and no resident or owner is entitled to damage, paint or change the wall or fence, notwithstanding the fact that they may be erected on his/her property - please also refer to section 4.6.2.

4.9.5 **DISTURBANCES**

4.9.5.1 The volume of music or the playing of musical instruments, and the holding of parties, by owners/residents or domestic staff must be limited to a level which will not cause a disturbance to neighbours, and must cease at 22:00 on Sunday - Thursday, and at 24:00 on Fridays and Saturdays. After these times noise must not be audible outside the residence.

4.9.5.2 Owners/members must address complaints of disturbances to the person causing such disturbances, the municipality or SAPS. Any noise above 65 decibels is considered a disturbance.

4.9.5.3 Each owner is responsible for the behaviour of all residents at their residence. Every effort should be taken to keep noise levels down at all times. This includes screaming children in pools or in the roads - Respect your fellow residents!

4.9.6 **ADDRESS**

It is the responsibility of owners to ensure that the Homeowners Association have their correct residential and postal address. The Homeowners Association must be informed immediately of any change of address.

5. **CONTROL OF BUILDING ACTIVITIES**

5.1 **LEGAL STATUS**

The rules governing building services, which are set out below, are rules adopted by the **Company** and are therefore binding on all owners. Furthermore, each owner is obliged to ensure that his building contractor ("The Contractor") is made aware of the rules and complies with them. Owners should therefore include the rules in their entirety in any building contract concluded in respect of property on the Estate.

The **Company** has the right to suspend any building activity in contravention of any of the rules and accepts no liability whatsoever for any losses sustained by a resident or his contractors as a result thereof.

The **Company** and Directors will hold each owner responsible for the actions of their contractors.

5.2 **BUILDING RULES**

5.2.1 Building activity is only allowed during the following public time hours:

Normal weekdays 07:00 - 18:00; Saturdays 07:00 -15:00

Note: No building activity is permitted on Sundays and Public Holidays without special permission, as these days are viewed as private time. Applications for special permission for any building activity during private time should be lodged with the **Company**, together with the written approval of all adjacent neighbours, two weeks prior to the required private time activity.

5.2.2 No night watchmen or non-registered private security will be allowed on the premises outside of work times. Private time is defined from 18:00 to 07:00 weekdays and 15:00 Saturdays to 07:00 the following Monday where that Monday is not a public holiday.

5.2.3 All Contractor workers and/or the sub-contractor workers must enter the Estate in an authorised vehicle and must be issued with an access permit. The Contractor will not be allowed to access the Estate if not in possession of a valid contractors' access card.

5.2.4 The Contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided and that the rubbish is removed weekly and not burnt on site. Refuse not removed on a regular basis will be removed by the **Company** and the costs thereof will be recovered at the discretion of the Company from the owner or/and the contractor.

- 5.2.5 The site is to be kept as clean as possible of building rubble, with regular cleaning taking place during building operations.
- 5.2.6 Where materials off-loaded by supplies encroach onto the pavement or roadway, these materials must be moved onto the site by the Contractor. No material must be allowed to remain on the roadway or pavement and it is the Contractor's responsibility to clean the roadway of all such materials. The same applies to sand or rubble washed or moved onto the road during building operations. Materials not removed will be removed by the **Company** and the costs thereof recovered at the discretion of the **Company** from the owner of the stand or/and the contractor.
- 5.2.7 Owners will be held liable for any damages caused by contractors, their vehicles, building activity or suppliers to the roads, manholes, electricity boxes, landscaping etc., including but not limited to sidewalks or any property of the **Company** or Council.
- 5.2.8 Deliveries from suppliers must be scheduled in public times.
- 5.2.9 The Contractor shall provide toilet facilities in the form of a chemical toilet, for the workers on the site before commencement of any building activity.
- 5.2.10 If construction takes place adjacent to existing dwellings, the Contractor should make every effort to respect the privacy of the neighbours, and generally to reduce inconvenience as far as possible (for example by keeping noise down and ensuring that sites and roads are kept clean).
- 5.2.11 Should the contractor contravene these rules and fail to remedy such contravention despite demand, the **Company** reserves the right forthwith and without notice to suspend any building activity until such contravention has been rectified.
- 5.2.12 The contractor should undertake to comply with the above rules in addition to any further controls, which may be instituted by the **Company** from time to time in the form of a written notification and to ensure compliance by any sub-contractor employed by the contractor.
- 5.2.13 The Contractor shall at all times be responsible for the conduct and behaviour of his employees, sub-contractors and visitors and shall take immediate steps to stop any conduct and/or behaviour which the **Company** may in its sole discretion deem undesirable.

5.2.14 Should the Owner be in contravention of any estate rules the **Company** reserves the right forthwith and without notice to suspend any building activity until such contravention has been rectified.

5.2.15 Builders must take cognizance of the fact that Erven mentioned in 1.5 are protected areas and must comply to the following:

5.2.15.1.1 These areas are environmentally sensitive and has been demarcated and fenced off. These are "no-go" areas and no access is allowed in these areas, including thoroughfare, storage of construction material, storage of spoil (dumping of waste) and resting areas for employees. Builders are required to familiarise themselves with the location of these areas.

5.2.15.1.2 No fires are permitted in the Estate. For the preparation of food for employees on site, it is preferred that a designated cooking area be demarcated and well maintained gas cookers be used on each building site.

5.2.15.1.3 Temporary ablution facilities must be provided on site in the form of a chemical toilet. Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets must be repaired immediately or removed from site.

5.2.15.1.4 No littering is allowed. "Solid waste" - including construction debris, chemical waste, excess cement/concrete, wrapping materials, timbered, tins and cans, frumps, wire, nails, food and domestic waste (e.g. plastic packets and wrapper) receptacles shall be provided on site and the waste from these receptacles shall be disposed of off-site at an approved waste site.

5.2.15.1.5 Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains. Concrete shall not be mixed directly on the ground.

5.3 **TIME LIMITS FOR CONSTRUCTION**

In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be

completed within six months from commencement, except in the case of Residential 2 zoned erven where special written consent to exceed this time limit should be obtained from the **Company**. The **Company** and Directors may withhold building deposits and charge a late completion fee of R1000 per month to the owner of a property that is not completed within the agreed time period.

Building will commence on erven within 12 months of the registration of that property. The **Company** will charge a special non-developed levy of R500 per month to all stands where building works have not commenced.

Both the late completion fee and non-developed levy may be reviewed by the Directors as they see fit from time to time.

5.4 **BUILDING DEPOSITS**

A refundable prescribed building deposit of R2 000,00 shall be paid by each owner to the **Company** before commencement of any building activity. The refundable deposit will to be kept in trust for the duration of building operations to cover the costs where the owner or the building contractor or his employees or suppliers:

5.4.1 damage the road, curb, sidewalk or any other portion of the property of the **Company** or Council and/or

5.4.2 fails to remove during building operations or on completion thereof, any rubble or building material left on the site, sidewalks and adjoining vacant erven.

Only verifiable actual costs incurred by the **Company** will be recovered from a deposit. A standard cash slip, statement or receipt produced by the **Company** will serve as prima facie proof of the expenses incurred by the **Company**. These expenses are at the sole discretion of the **Company** and no correspondence will be entered into.

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

The building deposit or unutilized portion thereof will be refunded, free of interest, within a reasonable time to the owner after receipt of a written request by the **Company** on completion of the building construction and when not required to cover the cost of items 5.4.1 and 5.4.2 above.

5.5 **ARCHITECTURAL STANDARD AND GUIDELINES**

5.5.1 **INTRODUCTION**

5.5.1.1 **SUBMISSION OF PLANS**

All building plans, including plans for the fencing or walling of an erf must be consented to and stamped by the **Company** before any plans are submitted to the local authority for approval. Plans will only be stamped for residents/contractors whose financial liabilities toward the **Company** have been met in full.

5.5.1.2 **EXAMINATION FEE**

A plan examination fee of R500-00 will be charged per instance of having plans reviewed. This fee may be reviewed by the Directors from time to time.

5.5.1.3 **FILE COPY AND APPROVAL STAMP**

The **Company** requires one paper copy of the plans submitted to the retained for its own records.

All plans submitted to the local authority must bear the stamp of approval of the **Company**.

5.5.1.4 **APPROVAL PROCESS**

All necessary fees will be paid at the offices of The Management Agents and a receipt will be issued. Plans can be submitted during normal office hours at the estate office with proof of payment of the examination fee as well as the building deposit. Building plans left at the security guards will be done at own risk. Plans will be scrutinized by the responsible Directors and, if plan does not comply, written reason will be given. Plans will be stamped by the Estate Manager upon approval by the responsible Directors.

5.5.1.5 **TIME FOR APPROVAL**

Plans will be attended to within 48 hours of submission.

5.5.2 **ARCHITECTURAL AND AESTHETIC REQUIREMENTS AND GUIDELINES**

Final decisions of any aesthetic issue that may arise, listed or not in the guidelines below, rest with the Directors. Any rectifications prescribed by the Directors and not complied to may result in either building deposits being withheld, construction ceased or costs to rectification charged to the owner. Guidelines are as follow:

5.5.2.1 **MINIMUM SIZES OF MAIN BUILDINGS EXCLUDING OUTBUILDINGS**

Res 1 Single Residence: 150 square meters

5.5.2.2 **MATERIALS**

STD Face brick or plastered and painted brick dwellings, no wooden structures will be allowed.

5.5.2.3 **ROOFING**

All roofing material approved by Tshwane Metropolitan Council can be used for all structures including garages and outbuildings. No shade cloth or uncovered iron lean-to roofs will be permitted. Iron roofing to be painted, and in the case of car ports, wendy houses etc. roof colour should match the existing roof colour.

5.5.2.4 **WALLING**

No pre-cast concrete walls, split pole fences, unpainted plaster or unplastered stock brick walls will be permitted. No razor wire or similar finishes on boundary walls. Steel palisades may be erected. Side and rear boundary walls to be a minimum of 1.8m high.

5.5.2.5 **REPETITION OF PLANS**

No repetition of the same plans on adjoining erven will be allowed if the overall effect creates a row of similar looking houses.

5.5.2.6 **PRIVACY**

No balconies overlooking adjacent stands will be permitted unless plans and an interpartite comment have been signed by the adjacent owner. External lighting should not interfere with neighbours. Wendy houses and garden sheds and washing lines should not be visible from the street.

5.6 **LAND USE**

5.6.1 No owner/member may change the land use right for which his/her dwelling unit has been zoned whether by way of rezoning or by way or consent of the Local Authority or in any other way without the written approval of the **Company**. **Company** approval will be required for an application by an owner to obtain Duet rights on Res 1 erf.

5.6.2 No business activity or hobby which causes a nuisance to neighbours which is deemed a nuisance by the **Company** may be conducted on a stand.

5.7 **ACCESS**

All owners/members shall only use the designated entrance.

5.8 **MAINTENANCE OF UNDEVELOPED STANDS AND PAVEMENTS**

5.8.1 Undeveloped stands must be kept in a neat and tidy condition. Veld grass on stands must be cut regularly and before the onset of winter to prevent the risk of fires.

5.8.2 Owners/members are responsible for the maintenance of the pavement in front of their stand/unit.

5.8.3 If owners/members neglect to undertake the maintenance set out in 5.7.1 and 5.7.3 above it will be done by the **Company** at the cost of the owner/member.

5.9 **PERIMETER WALL**

5.9.1 Owners/members shall take the necessary steps to ensure that the security wall surrounding their phase is not damaged or removed.

5.9.2 No signboards may be fixed to or be placed on top of the security wall/fence surrounding the development and the wall may not be painted.

6. **REFUSE REMOVAL**

Refuse may only be placed on the sidewalk in the council provided refuse bin the morning of the pickup day and the container must be removed within the same day after collection.

If the refuse, for some reason, is not collected the container must be removed onto the residents stand and be placed on the sidewalk the following week.

7. **ACCESS CONTROL**

The entrance to the Estate has been equipped with a computerised access control and intercom system for the safety of residents. The co-operation of all residents is needed to ensure the successful operation of the system. Access

control system may be reviewed by Directors from time to time to ensure smooth operation of the system

7.1 THE ACCESS SYSTEM

7.1.1 RESIDENTS

Residents, as well as **contractors and sub-contractors** who would be involved for long periods in the Estate gain access by using an electronic access card. The system is computerised and the card is simply held against a reader at the entrance or exit point where after the boom open automatically. Each access card is issued to a specific person and is programmed as such. Access cards are only issued to **residents, contractors and sub-contractors**.

Access cards are not transferable.

7.1.2 EMPLOYEES

Gardeners and domestics are issued with an access **permit**. A clear photocopy of the applicant's identity document (reduced to 70%) must be provided to the Estate Manager for this purpose.

7.1.3 EMPLOYEES OF CONTRACTORS

Employees of contractors will only be allowed entry if accompanied by their employee or his duly appointed representative. Such employees will also need an access permit which they need to present outside of their authorised vehicle at the gates every time they enter or exit the estate.

7.1.4 SHORT-TERM CONTRACTORS

Short-term contractors (five business days) must complete and sign the access register each time the Estate is entered. The contractor will be issued with a "visitors permit" each time that the Estate is entered and exit will not be granted without the "visitors permit" being returned. Access will be gained through the use of the intercom system after signing the register.

7.1.5 VISITORS AND DELIVERY VEHICLES

Visitors and drivers of delivery vehicles must complete and sign the access register before access to the Estate can be obtained. The driver of these vehicles will be issued with a "visitor's permit" by the security officer and access gained through the use of the intercom system. These permits must be

returned to the security officer on leaving the Estate. Should a resident receive a visitor for a longer period than 24 hours security must be notified of the period at the time when the "visitors' card" is issued.

Lost access cards and/or permits must be reported to the Estate Manager at the Estate Office or the Managing Agents immediately, so that it can be cancelled. A lost card fee of R200 will be charged.

7.2 ISSUING OF ACCESS CARD AND PERMITS

Applications for access cards and permits must be handed to the Estate Manager (Estate Office) or the Managing Agents.

7.3 COST OF ACCESS CARDS AND PERMITS

7.3.1 ACCESS CARDS

Access cards cost R75,00 each (refund value Nil).

Cardholders must pay R75,00 for the replacement of lost or damaged cards.

7.3.2 ACCESS PERMITS

The following access permits are issued free of charge-Visitors permits.

The following permits must be paid for:-Permits for Employees (laminated card). Price R50-00 each (refund value Nil).

Please note that no cheques or credit cards will be accepted, only cash or EFT.

7.4 CARDS AND PERMITS NO LONGER IN USE

Residents who leave the Estate must return their access cards to the Estate Manager to be deactivated and/or destroyed.

Access cards are not transferable.

Please note that there is no refund for access cards returned.

7.5 ARRIVALS AT THE GATE WITHOUT AN ACCESS CARD OR PERMIT

Holders of access cards or permits who arrive at the gate without a card or permit will not be allowed access, without completing the access register. Being rude to the security or making derogatory entries into the register will result in a fine of R250 being levied to your account.

7.6 **PERIOD OF VALIDITY OF ACCESS CARDS AND PERMITS**

7.6.1 Access cards -Indefinite

7.6.2 Access permit:-

7.6.2.1.1 Permits for employees expire on 31 March each year after which a new application must be submitted.

7.7 **APPLICATION FOR ACCESS CARDS/PERMITS**

Applications must be submitted in writing; the following forms are used for this purpose:-

7.7.1 Residents

Complete "Personal particulars required for the register of owners" form which is obtainable from the Estate office or Managing Agents. Please indicate the number of access cards and/or permits required on this form. Live-in Domestic workers and gardeners, and regular non-residing workers must be in possession of an access permit. Electronic access cards are only available from the Managing Agent's offices.

7.7.2 Contractors and Sub-Contractors

Complete "Contractors registration details" form which is obtainable from the Estate office or Managing Agents. Please indicate the quantity of access cards and/or permits required on this form.

In the event of a contractor also being the registered owner of a stand both the abovementioned forms must be completed.

7.8 **PRECONDITIONS TO BE A CARD OR PERMIT HOLDER**

Access cards or permits can only be issued to residents/contractors whose financial liabilities toward the **Company** have been met in full. Levies and building deposits must be paid up to date before access cards/permits can be issued.

The access cards/permits of person who fall in arrear with these payments will be disabled until their accounts have been settled. The only alternative way that this person could obtain access to the Estate is

by completing and signing the access register. This Rule is an instruction from the Board and the Security Officers at the entrance have no discretion on this.

The identification documents of all applicants must be available for inspection by the Estate Manager.

No access card/permit can be issued to a person without a valid identification document.

8. TENANTS, VISITORS, CONTACTORS AND EMPLOYEES

- 8.1 The provisions of these Rules and the duties of the owner/member in relation to the use and occupation of **Units** and common property shall be binding on the member/owner of any **Unit** and any lessee or other occupant of any **Unit** and it shall be the duty of the owner/member to ensure compliance with these Rules by his lessee or occupant, including employees, guests and any member of his/her family, his/her lessee or his/her occupant.
- 8.2 A member shall not let his property or part thereof or allow occupation thereof without notifying the **Board** of the name, ID number and contact details of such tenant or occupant.
- 8.3 The owner shall ensure that a copy of these Rules is included in any written lease concluded in respect of his **Unit** or part thereof and shall at the request of the **Board**, furnish a copy of such lease to the **Board**. If a written lease is not concluded, the member may be required to furnish proof to the **Board** that his/her tenant/occupant has received a copy of these Rules.
- 8.4 Occupants of any **Unit** within the **Township** are liable for the conduct of and/or damages caused by their visitors, contractors, servants and/or employees and must ensure that they adhere to these Rules.
- 8.5 All members must ensure that contractors in their employ have signed/acknowledged the Contractor's Code of Conduct prior to commencement of any building/construction activity and must ensure that they adhere to the provisions of these Rules and of the Contractor's Code of Conduct at all times.
- 8.6 The owner/resident of a **Unit** must ensure that his/her gardener, domestic worker and contractors which he/she uses are registered at the Security service. The resident will bear all the administrative costs (if any).
- 8.7 The owner/resident acknowledges and agrees that his/her gardener, domestic worker and contractor may be denied access to the Estate should they not comply with Rule 8.6.

8.8 Gardeners, domestic workers and contractors may only have 1 (one) visitor at a time. The **Directors** reserve the right to amend this Rule.

9. FINES AND PENALTIES

9.1 The Directors shall be entitled to implement a system of fines and penalties from time to time in order to deter any contravention of these Rules and to ensure the due enforcement of these Rules.

9.2 Any penalties imposed by the Directors are subject to adjustment and/or ratification by members in General Meeting.

9.3 In the event of contravention of any of these Rules, the following procedure will be followed and implemented by the Directors/**Managing Agent**:

- (i) A letter of demand incorporating a penalty will be sent to the member, specifying the nature of the breach and demanding him to remedy the breach 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;
- (ii) Should the member fail to adhere to the demand letter and to remedy the breach and/or to pay the fine or penalty then, unless written objection is received by the owner concerning the alleged contravention, the prescribed penalty shall be implemented and levied against the member's levy account and shall be enforceable, as if such penalty or fine constitutes a normal levy;
- (iii) If the transgression or payment of the penalty/fine is disputed and upon receipt of any written objection ("*the objection notice*") from the **Member**, a Committee of 3 (three) **Directors** appointed by the **Chairman** for this purpose, shall convene a meeting with the **Member** within a period of 10 (ten) days, or as soon as reasonably possible after receipt of the **objection notice**, 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 **Member** shall be entitled to address his objection and to call witnesses.
- (iv) The decision of the **Board** shall be final unless objected to in writing within 10 (ten) days from notification of their decision;
- (v) Should the **Member** 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 these Rules;

- (vi) Any fine imposed upon any **Member** will be deemed to be a debt due by the **Member** to the **Company** and shall be recoverable by ordinary civil process.

10. DISPUTE RESOLUTION PROCEDURES

10.1 Monies due:

10.1.1 Any contributions, levies or other monies due and payable by a Member to the **Company** may be recovered by the **Company** by action in any Court, including any Magistrate's Court, of competent jurisdiction. The parties hereto consent, in terms of the Magistrate's Court Act, 32 of 1944, as amended, to the taking of any legal proceedings arising from this Agreement in the Magistrate's Court of any District otherwise having jurisdiction by virtue of Section 28(1) of the aforesaid Act, notwithstanding that such proceedings would otherwise be beyond such jurisdiction. The **Company** instituting such proceedings shall nevertheless still have the right to institute such proceedings in any Division of the High Court of South Africa having jurisdiction, should it so wish and in which event the **Company**, if successful, will not be penalized with an order for costs on the Magistrate's Court scale.

10.1.2 A Member shall be liable and pay all legal costs, including costs as between attorney and client, collection commission, expenses and other charges incurred by the **Company** in obtaining the recovery of contributions, arrear levies or any other arrear amounts and monies due and owing by such Member to the **Company** or in enforcing compliance with any of the provisions of the Memorandum of Incorporation, the **Act** or these Rules.

10.2 Other disputes:

10.2.1 In the event of a dispute between the **Company** and a Member or between Members arising out of or in connection with or related to provisions of this Memorandum of Incorporation, the **Act** or these Rules, save where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these Rules.

10.2.2 Notwithstanding the provisions of clause 10.2.1, any dispute concerning payment of monies due in accordance with clause 10.1, shall be excluded from arbitration.

10.2.3 If such a dispute or complaint arises, the aggrieved party shall notify the other affected party or parties in writing and copies of

such notification shall be served on the **Board** and the **Managing Agent**, if any, and should the dispute or complaint not be resolved within 14 (fourteen) days of such notice, either of the parties may demand that the dispute or complaint be referred to arbitration.

- 10.2.4 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 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.
- 10.2.5 If the parties cannot agree as to the person of the arbitrator to be appointed in terms of sub-rule 10.2.4 within 5 (five) days after the arbitration has been demanded, the auditors of the **Company** shall, upon written application, in writing, appoint an arbitrator within 7 (seven) days after they have been required to make the appointment.
- 10.2.6 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 or payment was made, the other party shall be entitled to abandon arbitration proceedings.
- 10.2.7 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.
- 10.2.8 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 Memorandum of Incorporation 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 to the outcome of the arbitration.
- 10.2.9 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.

- 10.2.10 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.
- 10.2.11 The provisions of the Arbitration Act, No. 42 of 1965 shall be applicable.
- 10.2.12 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 more than one owner or between a number of owners 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.

10.3 **Fines and penalties:**

The **Company** may create and implement a system of fines and penalties in terms of the Rules as referred to in clause 9.

11. **NOTICES**

- 11.1 A notice in terms of the **Act**, the Memorandum of Incorporation or these Rules may be served by the **Board** upon any member by ordinary mail, by telefax or by e-mail in accordance with the provisions of the **Act**, unless same is required to be sent by a specific method for a particular purpose in a manner prescribed by the **Act**, the Regulations or the provisions of the Memorandum of Incorporation.
- 11.2 Except in the case of any Notice of any General Meeting of the **Company**, the period of which is described by this **MOI**, the other notice, if served by ordinary mail on a person's last known address, shall be deemed to have been received on the 7th (seventh) day following the day on which the notice or document was posted, as recorded by a Post Office.
- 11.3 Any notice, if served by fax, shall be deemed to have been served on the date and at the time recorded by the fax receiver.
- 11.4 Any notice, if served by electronic mail, shall be deemed to have been served on the date and at the time recorded by the computer used by the sender.

- 11.5 Reference to a "notice" includes any document or communication required to be sent in terms of the **Act**, the Memorandum of Incorporation or these Rules and includes a copy of such document.
- 11.6 Any Notice or other communication **in writing** shall be delivered by the **Company** to the **Member** at the address of his **Unit**, unless the **Member** has notified the **Company in writing** of any other postal- or other address for delivery.
- 11.7 Where a **Member** has expressly **in writing** addressed to the **Company**, requested or consented to all Notices and communications being addressed to him either per e-mail and/or per facsimile transmission, a Notice or other communication despatched in this manner shall be considered good notice for all purposes, provided, however, that any legal processes shall, nevertheless required to be served at the **Member's** address as referred to in clause 11.1.