


AMBERFIELD VALLEY HOMEOWNERS ASSOCIATION NPC

REG NO. 2005/023582/08

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1. DEFINITIONS AND INTERPRETATION

Capitalised words used in these Rules shall bear the same meaning as the meaning ascribed thereto in the Memorandum of Incorporation.

2. DISCLAIMER

- 2.1. Any person wishing to enter Amberfield Valley Estate ("Estate") 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) ("Company"), its agents, employees and/or appointees, shall not be liable for any injury, loss or damage sustained by any Member or Resident 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.
- 2.2. 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 Company and its agents, employees and/or appointees shall not be deemed to have warranted the safety of any Member or Resident or other persons or their property (whether movable or immovable) on the Estate.

3. WARNING

- 3.1. 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 Member or Resident to ensure the safety and security of their property, friends, and families.
- 3.2. Tampering with the security systems of the estate, including the entry gates and security personnel is considered in a very serious light and could result in a fine of up to R1000,00 being issued to the relevant Member or Resident, or an amount equivalent to the damage caused by the relevant Member or Resident, whichever is the higher.
- 3.3. The electric fence on the perimeter is electrified and could cause injury if touched.

4. NOTE

- 4.1. All visitors to the Estate will be required to produce their Identity Document (ID), Passport or Driver's License to the security on entering and exiting the Estate.
 - 4.2. Furthermore, visitors to the Estate are required to adhere to the requirements of the Visitor Management System and ensure that they have the necessary entry/exit codes for entry to
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and exit from the Estate. Visitors may be searched by security upon entry to and exit from the Estate.

5. RESERVATION

- 5.1. These Rules have been drawn up to be fully applicable notwithstanding that the Estate has not been entirely developed. Some facilities may not be available at the onset but will be phased in during a timeframe to be agreed upon with the developer and/or the Company.
- 5.2. Conditions referring to facilities not yet provided should only be considered applicable once the facility has been provided.

6. ESTATE RULES' INTRODUCTION

- 6.1. These Rules, which the Directors may change from time to time, have been established in terms of the Memorandum of Incorporation ("MOI") of the Company. They are binding upon all Members or Residents and visitors in the Estate, as is any decision taken by the Directors in interpreting these Rules. The registered Members or Residents are responsible for ensuring that Members or Residents and their families, tenants, visitors, friends and all their employees abide by the Rules.
- 6.2. Claiming non receipt of these Rules will not void them. They become binding on all Members or Residents and their families, tenants, visitors, friends and all their employees the day that the ownership of a property is transferred to you, or whenever you or any of the abovementioned persons enter the Estate.

7. USE OF THE STREETS

- 7.1. The speed limit on all streets is 30 km/h. 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. This includes but is 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.
- 7.2. 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 Member or Resident and their families, tenants, visitors, friends and all their employees are found not to heed the requests of the Directors, Security Personnel, or the Estate Manager. The Directors may also, at their discretion impose a fine of up to R1000,00 for traffic violations.
- 7.3. It is also the responsibility of each Member or Resident 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.
- 7.4. Only vehicles that are deemed roadworthy may be operated in the Estate. Quad bikes, dirt bikes and any other unlicensed vehicles must be pushed or transported on a trailer. The Security

Personnel may be granted special permission by the Directors to use alternative modes of transport based on the service level agreements entered into by the Company with the security company appointed by the Company.

8. MAINTENANCE OF PROPERTY AND SIDEWALKS

8.1. All Members or Residents have a responsibility to:

- 8.1.1. Develop and maintain the area between the road curb and their property boundaries;
- 8.1.2. Maintain and paint, where necessary, the property and its property boundary walling; and
- 8.1.3. 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.

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.

- 8.2. 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.
- 8.3. If Members or Residents neglect their sidewalks, the Company will have the right to rectify the neglect and recover the costs from the Member or Resident.

9. DOGS AND OTHER ANIMALS

- 9.1. All Members or Residents have a responsibility to ensure that their dogs and/or animals are not the cause of disturbances at any time.
- 9.2. Dogs will not be allowed into open areas without the use of a leash.
- 9.3. Defecation of pets must be removed by the Member or Resident immediately otherwise a removal fee of R250,00 will be charged to the Member or Resident.
- 9.4. It is the responsibility of each Member or Resident to keep their dog/s quiet. Where any pet is found to be an annoyance to other Members or Residents, the relevant Member or Resident will be requested to take appropriate action once; after this, a fine of up to R400,00 will be levied by the Company or the animal may be removed by the SPCA at the discretion of the Directors.
- 9.5. All dog owners are required to register their dogs with the Estate Office and a duly completed pet application form must be submitted to the Estate Manager in this regard. Dogs must have a collar with the Member or Resident's stand number on it for easy identification.
- 9.6. Dogs that attack any Member or Resident will have to be removed or put down.
- 9.7. Tshwane municipal bylaws require that no Member or Resident is allowed to keep more than three (3) dogs or three (3) cats older than six (6) months on property zoned residential and unless you are a registered breeder, all dogs MUST be sprayed.

10. ENVIRONMENTAL MANAGEMENT PLAN

- 10.1. An Environmental Conservation Management Plan exists for the Estate and has been approved by the local authorities.
- 10.2. Erven 3786, 3792 - 3795, 3802, 3903, , 4001 – 4005 are considered "no go" areas as these areas are environmentally sensitive and have been demarcated and fenced. Compliance by Members or Residents to the requirements of the zoning will be monitored by the relevant government officials in accordance with the enabling legislation.. Heavy fines could be issued to persons not complying to the requirements.
- 10.3. The following must be complied with:
 - 10.3.1. These areas may not be entered;
 - 10.3.2. No dumping of any material whatsoever is permitted;
 - 10.3.3. No fires may be started;
 - 10.3.4. Removal or damage to vegetation is prohibited;
 - 10.3.5. The ground surface or soil may not be disturbed;
 - 10.3.6. Erosion may not be created; and
 - 10.3.7. Driving vehicles or heavy-duty machines on the protected areas is not allowed.

11. PARKS

The Park erven are protected areas and must be respected as such. Parks are not parking areas and a fine of up to R250,00 will be levied against any offending Member or Resident.

12. ESTATE SECURITY

- 12.1. 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 Members or Residents shall at all times treat the security personnel in a co-operative and patient manner.
- 12.2. Estate security is designed to function as follows: -
 - 12.2.1. to provide access control system coupled with a Visitor Management System. Members or Residents must be registered on the access control system to access and egress the Estate;
 - 12.2.2. on application, Members or Residents will be required to register their biometric information with the Estate Manager, however, in exceptional cases, a Member or Resident may be issued with an access card at a fee determined by Directors from time to time. The security guards will allow vehicles with registered biometric information and access cards access to the Estate;
 - 12.2.3. no person (i.e. Member or Resident) is allowed to use his/her biometric access to allow entry or egress for any other person, regardless of the status of that person;

- 12.2.4. access control system will be manned 24 hours per day. The steel gates will be operated as follows:
- 12.2.4.1. the Member or Resident and visitor access booms will be opened at 05h00 every morning and closed every evening at 22h00. Should a Member or Resident or visitor arrive outside of these hours, the security guards must open the gate and close it immediately thereafter;
- 12.2.4.2. the contractors access booms will be opened Monday to Saturday at 07h00 in the morning and will be closed at 18h15 between Monday and Friday and 15h15 on a Saturday. These gates will not be opened on a Sunday; and
- 12.2.4.3. contractors using the pedestrian turnstile access points will only be allowed access from 07h00 until 18h00 on Mondays to Fridays, and 07h00 until 15h00 on Saturdays.
- 12.2.5. Members or Residents who have not registered their biometric information or 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;
- 12.2.6. Contractors having business in the Estate, together with their permanent and temporary workers, will be required to register their respective details with the Estate Manager for vetting purposes and in order to be granted permission to access the Estate. A fee determined by the Directors from time to time is payable in respect of contractor's access cards. Once the fee has been paid, the Estate Manager will thereafter issue the contractors with access cards and contractor's employee access permits (as the case may be). These access cards and/or permits should be carried at all times by the contractors and if the Estate management or Security finds someone who is not in possession of a valid access card and/or permit, they will be escorted off the Estate;
- 12.2.7. Members or Residents are responsible for whoever they allow entry via the Visitor Management System using the code generated and should never provide access to anyone if they are not sure who it is. The security guards are prohibited from granting access or egress to any person who does not have a code generated from the Visitor Management System;
- 12.2.8. at night, the Estate will be patrolled on a random basis by the Security Personnel;
- 12.2.9. all Members or Residents, night watchmen, domestic workers and other persons who reside on the Estate must register their details with the Estate Manager and complete the required data sheets;
- 12.2.10. 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.
- 12.3. Tampering with the security system or interfering with the duties of the Security Personnel - including fighting with, or being rude to security staff will not be tolerated and a fine of up to R2000,00 may be levied to the Member or Resident at the discretion of the Directors.

13. PRIVATE SECURITY

- 13.1. Members or Residents are urged to employ private security companies for the security of their respective homes. This however in no way excludes them from their membership obligations as Members or Residents of the Company or in respect of a security company appointed by the Company.
- 13.2. Members or Residents are also to please note that all private security is the responsibility of the Member or Resident and the Member or Resident will remain responsible for their own safety and the protection of their own private property.
- 13.3. Members or Residents *must ensure that no more than two (2) security boards are placed on the perimeter walls of their Unit. The Company will remove and dispose of any excess boards.*

14. LETTING AND RESELLING PROPERTY

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

- 14.1. The seller/lessor of property must ensure that their estate agent registers with the Company by submitting the prescribed application form prior to commencing with any selling/letting activity.
- 14.2. The seller/lessor of a property must ensure that his or her estate agent makes the Rules for the Estate available to any prospective buyer/tenant;
- 14.3. Estate agents must operate on a "By Appointment" basis and must personally accompany prospective buyers/tenants;
- 14.4. 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 preceding the show weekend. The onus will be on the Member or Resident to ensure that the information provided is correct. The Estate Manager will advise each agent, along with the Member or Resident 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 removal of the signage before sunset, a penalty may be payable by the agent, or Member or Resident before the boards can be returned.
- 14.5. It is the responsibility of Members or Residents to ensure that not more than one "for sale" or "to let" board is erected on the property offered.
- 14.6. Once properties are sold, boards must be removed within two weeks.
- 14.7. Boards not removed will be removed by the Company and disposed of.
- 14.8. 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.
- 14.9. All rental and sales estate agencies are required to also have an advert on the Company's website so that prospective clients can gain easy access to their contact details.
- 14.10. It is the responsibility of all Members or Residents 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.

15. GENERAL MATTERS

15.1. LEVIES

- 15.1.1. Please refer to Article 6 of the Memorandum of Incorporation of the Company insofar as matters relating to Levies are concerned.
- 15.1.2. The Directors strongly advise that Members or Residents sign a debit order form for the payment of their Levies.

15.2. HANDING OVER OF ACCOUNTS IN ARREAR

15.2.1 The Directors can approve the temporary disabling of biometric information and/or access cards (as applicable) if the levies payable by a Member or Resident are in arrears beyond an allowable period as determined by the Directors.

15.2.2 Such Member or Resident will only be allowed access to the Estate after completion and signing of the access control register. Biometric access and/or access cards will be enabled within 24 hours after the outstanding levy account has been settled.

15.3. AMENDMENTS TO THE CONDUCT RULES

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

15.4. CONTINUED CONTRAVENTION OF A RULE

- 15.4.1. The Directors reserve the right to take any action they may deem fit in the event of a continued contravention of a rule. Such action may 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 to a Member or Resident.
- 15.4.2. Legal costs incurred by the Company in respect of any legal steps taken against a Member or Resident to remedy a breach will be for the account of that Member or Resident. The Directors also reserve the right to call a Member or Resident to a disciplinary hearing if an amicable resolution cannot be reached. The outcome of this hearing will be binding on all the parties.

15.5. INTERFERENCE WITH THE ELECTRIC SYSTEM OR PERIMETER WALL

- 15.5.1. 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 system may be removed by the Company, or the Company may order the removal thereof.
- 15.5.2. No unauthorised person may interfere with the electric security fence located on the top of the perimeter wall.
- 15.5.3. The perimeter wall and electric fence are the property of the Company, and no Member or

Resident is entitled to damage, paint or change the wall or fence, notwithstanding the fact that they may be erected on his/her property.

15.6. **DISTURBANCES**

- 15.6.1. The volume of music or the playing of musical instruments, and the holding of parties, by Members or Residents or domestic staff must be limited to a level which will not cause a disturbance to neighbours, and must cease at 22h00 on Sunday - Thursday, and at 24h00 on Fridays and Saturdays. After these times, noise must not be audible outside the residence.
- 15.6.2. Members or Residents must address complaints of disturbances to the person causing such disturbances, the municipality, or the South African Police Service. Any noise above 65 decibels is considered a disturbance.
- 15.6.3. Each Member or Resident is responsible for the behaviour of all occupants at their property. 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 Member or Resident!
- 15.6.4. In the unforeseen case of power outages in the Estate, Members or Residents making use of electric generators during such power outages must cease the usage of the electric generators at 22h00 on Sunday - Thursday, and at 24h00 on Fridays and Saturdays. After these times, noise must not be audible outside the residence.

15.7. **ADDRESS**

- 15.7.1. It is the responsibility of Members or Residents to ensure that the Company has their correct residential and postal address. The Company must be informed immediately of any change of address.
- 15.7.2. For the avoidance of doubt, the address of the Company is 3855 Capensis Avenue, Rooihuiskraal North, Centurion, 0157.

16. **CONTROL OF BUILDING ACTIVITIES**

16.1. **LEGAL STATUS**

- 16.1.1. The rules governing building services, which are set out below, are rules adopted by the Company and are therefore binding on all Members or Residents. Furthermore, each Member or Resident is obliged to ensure that his/her building contractor ("The Contractor") is made aware of the Rules and complies with them. Members or Residents should therefore include the Rules in their entirety in any building contract concluded in respect of a property/Unit situate on the Estate.
- 16.1.2. 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 Member or Resident or his contractors as a result thereof.
- 16.1.3. The Company and its Directors will hold each Member or Resident responsible for the actions of their contractors.

17. BUILDING RULES

- 17.1.1. Building activity is only allowed on normal weekdays between 07h00 – 18h00 and on Saturdays from 07h00 -15h00 ("public times").
- 17.1.2. No intensive building activity (i.e. that involves the use of machinery and/or tools that can cause a disturbance to other Members or Residents) 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, at least 3 (three) days prior to the required private time activity.
- 17.1.3. No night watchmen or non-registered private security will be allowed on the premises outside of work times. Private time is defined from 18h00 to 07h00 weekdays and 15h00 on Saturdays to 07h00 the following Monday where that Monday is not a public holiday.
- 17.1.4. All Contractors and their workers and/or the subcontractor workers ("Contractors") must enter the Estate in an authorised vehicle and must be issued with an access permit from the Estate Manager. A Contractor will not be allowed to access the Estate if they are not in possession of a valid contractors' access card.
- 17.1.5. 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. Rubbish 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 Member or Resident and/or the Contractor.
- 17.1.6. The building site is to be kept as clean as possible of building rubble, with regular cleaning taking place during building operations.
- 17.1.7. Where materials off-loaded by suppliers encroach onto the pavement or roadway ("Common Property"), these materials must be moved onto the building site by the Contractor. No material must be allowed to remain on the Common Property and it is the Member or Resident's and their Contractors' 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 Member or Resident of the Unit and/or their Contractors.
- 17.1.8. Members or Residents will be held liable for any damages caused by their 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 the local authority.
- 17.1.9. Deliveries from suppliers must be scheduled in public times.
- 17.1.10. The Contractor shall provide toilet facilities in the form of a chemical toilet for the workers on the building site prior to the commencement of any intensive building activity that will last longer than two days. Such facilities shall be approved by the Estate manager.

- 17.1.11. 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 inconveniences as far as possible (e.g. by keeping noise down and ensuring that building sites and roads are kept clean).
- 17.1.12. 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.
- 17.1.13. The Contractor must 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.
- 17.1.14. 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.
- 17.1.15. Should the Member or Resident be in contravention of any Rules, the Company reserves the right forthwith and without notice, to suspend any building activity until such contravention has been rectified.
- 17.1.16. Contractors must take cognisance of the fact that the erven mentioned in 10.2 are protected areas and must comply with the following:
- 17.1.16.1. These areas are environmentally sensitive and have 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. Contractors are required to familiarise themselves with the location of these areas.
- 17.1.16.2. 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.
- 17.1.16.3. Temporary ablution facilities must be provided on site in the form of a chemical toilets. Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets must be repaired immediately or removed from site.
- 17.1.16.4. *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.*
- 17.1.16.5. Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals they contain. Concrete shall not be mixed directly on the ground.

18. TIME LIMITS FOR CONSTRUCTION

- 18.1.1. In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within six (6) months from the commencement thereof, except in the case of a Residential 2 zoned erf where special written consent to exceed this time limit must be obtained from the Company.
- 18.1.2. The Company and its Directors may withhold building deposits and charge a late completion fee of R1 000,00 per month to the Member or Resident of a property that is not completed within the agreed time period, which penalty will increase by an additional R1 000,00 every month at every six (6) monthly interval, with a maximum penalty of R5 000,00 per six (6) monthly interval.
- 18.1.3. Building activities must commence on an erf/Unit within twelve (12) months of the registration of that property. The Company will charge a special non-developed levy of R1 500,00 per month to all stands where building works have not commenced.
- 18.1.4. Both the late completion fee and non-developed levy may be reviewed by the Directors as they see fit from time to time.

19. BUILDING DEPOSITS

- 19.1.1. A refundable prescribed building deposit of R5 000,00 shall be paid by each Member or Resident to the Company prior to the commencement of any building activity. The refundable deposit will to be kept in trust for the duration of the building operations to cover the costs where the Member or Resident or the building contractor or his employees or suppliers:
- 19.1.1.1. damage the road, curb, sidewalk or any other portion of the property of the Company or local authority; and/or
- 19.1.1.2. fails to remove, during building operations or on completion thereof, any rubble or building material left on the site, sidewalks and adjoining vacant erven.
- 19.1.2. Only verifiable actual costs incurred by the Company will be recovered from a deposit paid by a Member or Resident. 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.
- 19.1.3. Members or Residents are respectfully requested to ensure that building operations are organized so as to minimise the unsightly dumping of material on the Common Property.
- 19.1.4. The building deposit or unutilized portion thereof will be refunded, free of interest, within a reasonable time to the Member or Resident after receipt of a written request to the *Company* on completion of the building construction and when not required to cover the cost of clauses 19.1.1 and 19.1.2 above.

20. ARCHITECTURAL STANDARDS AND GUIDELINES

20.1. SUBMISSION OF PLANS

All building plans, including plans for the fencing or walling of a Unit 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 a Member or Resident and/or the Contractors whose financial liabilities toward the Company have been met in full.

20.2. EXAMINATION FEE

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

20.3. FILE COPY AND APPROVAL STAMP

20.3.1. The Company requires one (1) paper copy of the plans submitted to it to be retained for its own records.

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

20.4. APPROVAL PROCESS

20.4.1. All necessary fees will be paid at the offices of the Estate Manager and a receipt will be issued.

20.4.2. 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.

20.4.3. Building plans left at/with the security guards will be done at the risk of the Member or Resident.

20.4.4. Plans submitted to the Company will be scrutinised by the responsible Director(s) and, where plans are deemed as non-compliant, written reasons will be given to the Member or Resident.

20.4.5. Plans will be stamped by the Estate Manager upon approval by the responsible Directors.

20.5. TIME FOR APPROVAL

Plans submitted to the Estate Manager will be attended to within 7 (seven) working days of submission, unless otherwise communicated to a Member or Resident.

20.6. ARCHITECTURAL AND AESTHETIC REQUIREMENTS AND GUIDELINES

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

20.6.1. ***Minimum Sizes Of Main Buildings Excluding Outbuildings***

Res 1 Single Residence: 150 square meters.

20.6.2. Materials

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

20.6.3. Roofing

All roofing material approved by Tshwane Metropolitan Council can be used for all structures including garages and outbuildings. No 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.

20.6.4. 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.

20.6.5. 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.

20.6.6. Privacy

20.6.6.1. No balconies overlooking adjacent Units will be permitted unless plans and an interpartite comment have been signed by the adjacent Member or Resident.

20.6.6.2. External lighting should not interfere with neighbours.

20.6.6.3. Wendy houses and garden sheds and washing lines should not be visible from the street.

21. LAND USE

21.1. No Member or Resident may change the land use right(s) for which his/her 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 a Member or Resident to obtain Duet rights on Res 1 erf.

21.2. No business activity, which causes excessive foot traffic or hobby which causes a nuisance to neighbours, which is deemed a nuisance by the Company may be conducted on a stand. For the avoidance of doubt, "excessive foot traffic" includes a business activity at a stand which exceeds the maximum parking allowed at the stand at any given time.

22. ACCESS

All Members or Residents shall only use the designated entrance(s) and exit(s).

23. MAINTENANCE OF UNDEVELOPED STANDS AND PAVEMENTS

- 23.1. Undeveloped stands must be kept in a neat and tidy condition. Veld grass on stands must be cut regularly by a Member or Resident and before the onset of winter to prevent the risk of fires.
- 23.2. Members or Residents are responsible for the maintenance of the pavement in front of their Unit.
- 23.3. If a Member or Resident neglects to undertake the maintenance set out above, it will be done by the Company for the cost of the Member or Resident.

24. PERIMETER WALL

- 24.1. Members or Residents shall take the necessary steps to ensure that the perimeter (i.e. security) wall surrounding their Unit is not damaged or removed.
- 24.2. No signboards or lighting fixtures may be fixed to or be placed on top of the perimeter wall/fence surrounding the development unless permitted by the Directors.
- 24.3. The perimeter wall may not be painted by any Member or Resident.

25. LAUNDRY

- 25.1. A Member or Resident of a Unit shall not place or hang any washing or laundry or any other items on any part of the buildings or the Common Property where it is visible from outside the buildings or from any other Unit.
- 25.2. Any washing hung out to dry is at the sole risk of the Member or Resident thereof.
- 25.3. Washing areas, if any, shall be kept locked, if possible, at all times.

26. REFUSE REMOVAL

- 26.1. All Members or Residents shall:
 - 26.1.1. Maintain, in a hygienic and dry condition, a receptacle for refuse within his residence, his sole utilisation area or on such part of the Common Property as may be authorised by the Directors in writing;
 - 26.1.2. Ensure that before refuse is placed in such receptacle, it is securely wrapped and, in the case of tins or other containers, completely drained;
 - 26.1.3. For the purpose of having the refuse collected, place such receptacle within the area of collection at the times designated by the local authority for collection; and
 - 26.1.4. When the refuse has been collected, promptly or within 24 hours, return such receptacle to his residence, sole utilisation area or other area that is out of sight from the common property.

27. TENANTS, VISITORS, CONTACTORS AND EMPLOYEES

- 27.1. The provisions of these Rules and the duties of the Member or Resident in relation to the use and occupation of a Unit and the Common Property shall be binding on the Member or Resident of any Unit and any other occupant of any Unit. It shall be the duty of the Member or Resident

to ensure compliance with these Rules by its occupant(s), including employees and guests.

- 27.2. A Member shall not let his Unit or part thereof or allow occupation thereof without notifying the Company of the name, ID number and contact details of such occupant.
- 27.3. The Member or Resident 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 Company, furnish a copy of such lease to the Company. If a written lease is not concluded, the Member or Resident may be required to furnish proof to the Company that his/her occupant has received a copy of these Rules.
- 27.4. Occupants of any Unit within the Estate 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.
- 27.5. All Members or Residents 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.
- 27.6. The Member or Resident of a Unit must ensure that his/her gardener, domestic worker and Contractor(s) which he/she uses are registered at the Estate Manager's Office or with Security. The Member or Resident will bear all the administrative costs (if any).
- 27.7. The Member or Resident acknowledges and agrees that his/her gardener, domestic worker and Contractor may be denied access to the Estate should they not comply with this Rule 27.
- 27.8. Gardeners, domestic workers and Contractors may only have one (1) visitor at a time. The Directors reserve the right to amend this Rule at any time.

28. FINES AND PENALTIES

- 28.1. 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.
- 28.2. Any penalties imposed by the Directors are subject to adjustment and/or ratification by Members in General Meeting.