**AMBERFIELD GLENHOMEOWNERS ASSOCIATION NPC**

**(REG. NO.2002/012219/08)**

**RULES OF THE HOMEOWNERS ASSOCIATION**

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1. **INTERPRETATION**

1.1 In these Rules, the following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them.

1.1.1 “Act” means Companies Act, Act 71 of 2008 (as amended).

1.1.2 “Alienate” means the alienation of any erf or any part thereof and includes alienation by way of change in directorship of any legal entity, sale, exchange, donation, partition deed, intestate succession, will, cession, assignment, lease, court order or insolvency, irrespective of whether such alienation is subject to a suspensive or resolute condition, and alienation shall have a corresponding meaning;

1.1.3 “Company” means Amberfield Glen Home Owners’ Association NPC (Registration number 2002/012219/08) aCompany incorporated as a non-profit company under the Companies Act No 71 of 2008;

1.1.4 “Board of directors” means the board of directors of the Company duly elected in terms of the Memorandum of Incorporation and Act;

1.1.5 “Buildings” mean the buildings erected or to be erected on the Estate, excluding the gatehouse and other buildings and/or structures to communal facilities;

1.1.6 “Chairperson” means the chairperson of the board of directors;

1.1.7 “Common property”: Refers to the Common Property Areas in the Township, including all the infrastructure, amenities and equipment of any nature, developed and/or installed on the Common Property Areas and within servitude areas registered in favour of the Company, that are owned by the Company and for which the Company bears the responsibility to maintain, and may include, but not limited thereto, the streets, streetscapes, pavements, fencing, security fencing and systems, entrance gate, electrical reticulation, sewerage reticulation, storm water reticulation and any equipment or amenities used ancillary to such Common Property Areas, including gardens and buildings;

1.1.8 “Community” means all persons living on the Estate;

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

1.1.10 “Day visitor” means any visitor entering and exiting the Estate during the course of one calendar day;

1.1.11 “Resident’s workers” shall be defined as “any assistant” paid by the Residents to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, gardening, and like chores;

1.1.12 “Erf” Means a freehold stand in the Township, developed or to be developed in terms of the Township Establishment Conditions;

1.1.13 “Estate Agents” means a person involved in the property profession who is duly registered with the Estate Agency Affairs Board in terms of the Estate Agency Affairs Act;

1.1.14 “Estate Manager” means a person/s appointed by the board of directors to perform all duties pertaining to the estate offices.

1.1.15 “Estate” means Rooihuiskraal Noord Ext 19, Registration Division JR. Province of Gauteng excluding Erf 2870;

1.1.16 “Home Owners ” means the Amberfield Glen Homeowners Company NPC, with registration number: 2002/012219/08;

1.1.17 “Managing agent” Means any person or body or an estate agent as defined in the Estate Agents Act, Act 112 of 1976, appointed by the Company as an independent contractor from time to time, if at any time there is no MA then the reference to the MA shall be reference to the Board;

1.1.18 “Member” means the Developer and/or any person who is reflected in the Deeds Registry of the relevant Deeds Office as the registered owner of a Unit/Erf in the Township and/or any person who has successfully applied for membership of the Company;

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

1.1.20 “Owner” meansthose persons (natural persons or juristic entities) who, at incorporation or thereafter are reflected in terms of the Deeds Registries Act No. 47 of 1937, in the records of the Deeds Office concerned as the registered owners of a Unit(s) in the Township, notwithstanding the provisions of Article 1.5(3), and who will be bound by the provisions of the Companies Act, 2008, this Memorandum of Incorporation and any Rules made and incorporated hereunder;

1.1.21 “Ombud Service” means the services provided by the Chief Ombud’s Office in terms of the CSOS Act and includes a reference to the Chief Ombud;

1.1.22 “Residents” means all persons residing on the Estate either temporary or permanently;

1.1.23 “Rules” mean the conduct rules described in this document and as constituted by the Company from time to time;

1.1.24 “Sectional title body corporate” means, in relation to a Sectional Title Complex which is situated within the Township, a Body Corporate established in terms of Section 36(1) under the Sectional Titles Act, Act 95 of 1986;

1.1.25 “Sectional Titles Act” means the Sectional Titles Act, Act No 95 of 1986, as amended;

1.1.26 “Unit” means an erf, whether consolidated or comprising a sub-division thereof, improved or unimproved, and including any outbuildings;

or

a Sectional Title Unit established in terms of the Sectional Titles Act, Act 95 of 1986;

1.1.27 “Visitors staying for longer periods are defined as visitors who will be staying over on the Estate for 2 nights or more, whether for the purposes of house sitting or other;

1.1.28 “Visitors” means any guests which residents may receive on the Estate from time to time;

1.2 In Terms of Section 15(3) to (5) of the Act and Article 1(3)(2) of the Memorandum of Incorporation the Directors of the Companyare mandated to make, amend or repeal any necessary or incidental rule relating to the governance of the Estate. In terms of Section 15(4) (c) (i) and (ii) of the Act rules made by the Directors of the Companyare subject to ratification by members in meeting by ordinary resolution.

In the interim from date of effect until ratification by members in meeting such new rules, amendments or repeals are valid and enforceable.

2. **DISCLAIMER**

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

3. **WARNING: ELECTRIFIED SECURITY SYSTEMS**

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.

3.2 The fence on the perimeter is electrified and could cause injury if touched.

4.  **INTRODUCTION**

4.1 All owners/residents are obliged to inform the estate manager as well as the managing agents of any changes regarding their contacting details or address (two separate notices) within seven days of effect.

4.2 These Rules of the Company must be read in conjunction with the following:

a) Memorandum of Incorporation;

b) Companies Act, Act 71 of 2008;

c) Any other Act;

d) By-Laws or regulations of the local government; and

e) Any amendment to any of the above

4.3 These Rules, which the Directors may change from time to time, have been established in terms of the Memorandum of Incorporation of the Company. They are binding upon all members and residents 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, guests, friends and all their employees abide by the Rules.

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

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

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

4.5 The Memorandum of Incorporation requires the rules to be reasonable, binding on, and to apply equally to all members. Based upon this rationale, the rules should be seen to be neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction.

4.6 As from the date of approval by the Board of Directors these rules shall all apply forthwith and all occupants / residents / owners shall be required to abide thereby. Any pre-existing rules are automatically repealed and substituted by these Rules with effect from the said date.

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

5. **TIME LIMITS FOR CONSTRUCTION, AESTHETIC STANDARDS, ARCHITECTURAL GUIDELINES, MAINTENANCE REQUIREMENTS AND CONTRACTORS’ PROCEDURES**

5.1 Guidelines of designs to comply with:

The design and construction of all proposed new buildings, extensions, alterations to buildings, fences, gardens and any material change, must be consented to by the Company prior to any work being commenced, and must in the opinion of the Board not in any way detract from the Estate’s aesthetic appearance. In addition, the required Local Authority approvals must be obtained by the applicant for all new buildings, alterations, extensions, gazebo’s etc.

5.2 Building deposits:

A refundable prescribed building deposit (as determined by the Directors from time to time) per stand shall be paid by each owner to the Company, which will be kept in trust, free of interest, for the duration of the building operations, before commencement of any building activity to cover the costs which the owner or the building contractor is liable for:

5.2.1 Damage to the road, curb, sidewalk or any other property of the Company, or council services infrastructures and/or

5.2.2 Fails to remove during building operations or on completion thereof, any rubble or building material left on the site, sidewalk 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 a prima facie proof of the expenses incurred by the Company.

Should the costs of damages exceed the building deposit or part held in trust the owner will remain liable for such remainder.

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

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

5.3 Plan approvals:

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

Special attention is to be given for privacy, water drainage and safety fencing. Special approval is required for pool encroachments over building lines.

No construction or installation may commence prior to comprehensive Company and Local Authority approvals.

5.4 Conditions regarding building contractors:

Rules relating to building contractor activity on the Estate have been adopted by the Company. The primary intention of these Rules is to ensure that all building activities are conducted with the minimum of inconvenience and disruption to residents. In the event of any queries in this regard, owners / residents and / or their contractors must liaise with the Estate Manager.

The Rules and Regulations governing building activity as set out in this document are binding on all owners / residents, their contractors and sub- contractors. Furthermore, all owners / residents are obliged to ensure that their building contractors and sub-contractors are made aware of these Rules and that they are strictly complied with. Owners / residents are accordingly required to include these Rules in its entirety in any building contracts concluded in respect of any property on the Estate. Such contracts may be required to be submitted to the Company for prior approval. No construction may commence unless the water connection is installed on site.

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

5.5 Conditions regarding building activity:

5.5.1 Unless otherwise agreed by the Company or its appointed representative, Contractors’ activity is limited to the following public time hours:

• 07:00 – 18:00 Normal weekdays

• 07:00 – 15:00 Saturdays

• No building activities will be permitted between middle December to 2 January of each year. This period is considered private time. NOTE: No contractor activity is permitted on Sundays and Public Holidays.

5.5.2 Contractor’s personnel are not permitted to remain on site after these hours. (No sleeping on premises).

5.5.3 All contractor's workers and / or the sub-contractor workers must enter the Estate in an approved vehicle with a temporary access token, or alternatively obtain a “casual employee ID card” from the Estate Manager’s office by lodging a valid ID document.

5.5.4 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided. Rubbish and rubble shall be removed weekly and not burnt or disposed of on the Estate. No rubble dumping on adjacent stands, pavements or on communal property will be allowed.

5.5.5 The contract site is to be kept clean and properly screened. If the contractor fails to keep the site clean and tidy, (within reason), such a contractor may be prohibited from entering the Estate until such a time that the site is properly cleaned.

5.5.6 Materials off-loaded by suppliers that encroach onto the sidewalk or roadway, must be moved onto the site by the contractor. Material and / or rubble must not be allowed to remain on the roadway or sidewalk and it is the contractor's and owner's responsibility to clear these areas of all such materials and / or rubble. The same applies to sand or rubble washed or moved onto the road during building operations.

5.5.7 Deliveries from suppliers must be scheduled in terms of the contractor activity times listed in 5.5.1 above.

5.5.8 Contractor signage may only be erected on the site not on sidewalks. Sub-contractor's boards are not permitted. All boards must be removed after completion of construction.

5.5.9 The owner and the contractor shall be responsible for damage to curbs and / or plants on the sidewalks and / or damage to private or Company or council property.

5.5.10 Should the Company have any reservations with regard to the conduct of the contractor and / or sub-contractor, the Company reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice, and free of recourse from the owners and / or contractors.

5.5.11 It is accepted that on commencement this document is fully understood and accepted by the contractor, owner and / or any sub-contractor and they must undertake to comply with these Rules, in addition to any additional Rules and Regulations which may be introduced by the Company from time to time.

5.5.12 Only contractors and / or contractor's employees who are in possession of legitimate South African Identity Documents will be allowed access to the Estate. In the event that illegal workers are apprehended on the Estate, that contractor's employees in totality could be denied access to the Estate.

5.5.13 The Company shall be entitled to levy fines against owners or their contractors and / or sub-contractors with respect to any contravention of any of these Rules.

5.5.14 All contractors shall be obliged to sign a copy of the Rules of Conduct applicable to the Estate prior to commencement of the applicable project.

5.6 Prohibited building materials:

To allow for diversity of interest, a variety of individual architectural designs will be encouraged. In principle no limitations are placed on building materials other than the following items, the use of which is prohibited; Unpainted plaster or unplastered stock brick walls; Unpainted or reflective metal sheeting; Reflective or false roofing materials; Wood fencing – pre-manufactured wooden panes, sanded and varnished excluded; Lean-to’s and temporary carports;

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

5.7 Time limits for construction:

5.7.1 In order to encourage full development of the Estate in the interest of promoting property values, enhancing the Estate’s general appearance, and the eradication and prevention of weed propagation and/or any type of pest and/or insect (e.g. termite) infestation, the Board of Directors are in terms of the provisions of Clause 3 of the Memorandum of Incorporation Company authorised to determine, set and raise additional levies in respect of undeveloped erven up to 4 (four) times the normal levy applicable to an erf (which levy is based on and calculated in terms of the number of potential building opportunities per erf, as per the original deed of sale and/or determinations of levies by the Board of Directors from time to time) for as long as such erven remain undeveloped.

5.7.2 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. For any Res 2 properties the completion time is 12 months.

5.8 Storage of harmful substances:

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

5.9 Lapas, Gazebos, Pergolas,Verandas, and swimming pools:

Plans for lapas, gazebos, pergolas, verandas, and pools must be approved by the local authority and consented to by the Company prior to installation.

5.10 Garden/Tool sheds:

Free standing sheds for tools or gardening equipment will be consented to on a one to one basis and that approval has been granted by the local authority for building regulation purposes.

5.11 Dolls/Play houses/Wendy:

Free standing doll’s houses, children’s play houses in gardens require written permission from the Company prior to installation and must have no possible detrimental effects on neighbours. Applicants must liaise with neighbours before any of the above is applied for. The written consent of neighbours must accompany applications. Wendy houses may not be occupied. Wendy houses require approval from the local authority. Proof of such approval must be submitted to the Estate Manager.

5.12 Upkeep and maintenance of residences

5.12.1 Standards of House Maintenance:

Where in the opinion of the Company the condition of a dwelling is not up to the required standards of the Company, the Company shall give written notice to the owner or body corporate, to carry out the necessary improvements within a specified time.

5.12.2 Free standing structures such as doll’s houses, dog kennels, Wendy’s,etc. shall also regularly be maintained by owners.

5.12.3 Improvements may only be painted earthly colours.

5.13 Street numbers

5.13.1 All property owners are required to display the street number of their house, or their erf number, on the exterior of their property so that it is visible and legible from the street which provides access to their property. This is to assist emergency vehicles and municipal officials entering the estate. Numbers should be at least 100mm high.

5.13.2 In the interests of diversity, the board has placed the onus on the property owner to provide a neat and aesthetically acceptable street number, however the board reserves the right to determine the acceptability of any such numbers or signs, at their sole discretion, and to take all steps as may be required to remedy any signs or numbers they deem unacceptable. This is to ensure the image of the Estate is maintained.

5.13.3 Should any member fail to comply with Rule 5.13.2 the board may erect the required street number and recover the costs from the member concerned.

6 **ACCESS AND EGRESS PROCEDURES AND SYSTEMS**

6.1 Security services:

6.1.1 The Company opted to outsource the provisioning of guarding and access control to a specialised security company instead of internal service provisioning.

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

6.1.2 Abuse of guards (who have a very specific and responsible task to perform) is strictly prohibited.

No residents may issue instructions to security personnel.

6.2 Perimeter Fence:

6.2.1 The perimeter fencing, electric fencing and camera systems serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate.

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

Residents on the perimeter fence must advise any visitor to them of the dangers pertaining thereto.

6.3 Interference with the Electric Fence:

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

6.4 Surveillance camera system:

The guardhouse, entrance, and exit areas of the Estate are equipped with surveillance cameras (CCTV system).

No unauthorized person may interfere with this system.

6.5 Security to private dwellings:

All owners / residences are encouraged to install alarm systems to their properties.

Owners / residents are responsible for safety and security to private properties.

6.6 Vacant Houses:

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

6.7 Guardhouse:

The guardhouse is strictly out of bounds except to security personnel and other authorised persons. (No loitering)

6.8 Security – Gates and Booms:

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

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

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

6.9 Reporting of suspicious occurrences:

Security is a shared responsibility. Residents must report any suspicious or unlawful occurrences to security immediately it is seen or perceived.

6.10 Access and egress to and from the Estate:

6.10.1 Access and egress to and from the Estate is controlled, in accordance with such system as may be prescribed and implemented by the Board of Directors from time to time, and as set out in Schedule 1 hereto. No person may enter the Estate without having prior authorisation and having been cleared by security. Security is permitted to detain any person on exit to determine his/her identity prior to allowing them to leave.

6.10.2 All owners, residents or visitors shall only use the designated entrance and exit points.

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

6.11 Temporary Disabling of Access Device:

The directors can approve the temporary disabling of all access devices issued and/or in use against a property if the levies payable by the owner of the property is in arrears. Residents of such property will only be allowed access to the Estate after completion and signing of the access control register. Access devices will be enabled 24 hours after the outstanding amount has been settled.

6.12 Access to Resident’s employees:

6.12.1 All employees must be registered at the estate manager’s office. They must be registered by their employer when they are employed. Non-residing employees’ access will only be validated for the specific days they are working for the resident. Each resident must register his or her employees regardless of whether they are employed by more than one resident and have already been registered.

6.12.2 Casual workers shall be treated in a similar manner as building contractor’s staff and shall be escorted by the owner and recorded in and out at the gates each day. Residents shall be responsible to ensure their employees / workers comply with all security requirements as well as all Rules of the Company.

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

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

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

6.13 Access to Resident’s Employees and Staff:

All employees of residents must be registered and obtain an access disc for entry to the estate. Access discs will be validated only for recognised normal business hours unless authorised differently by the Company.

6.14 Access to pedestrians:

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

6.15 Access to contractors:

Contractors are defined as any person/company appointed to construct buildings do repairs or alterations to residences or property and installations of any kind related to property and equipment. This procedure also applies to temporary labour employed to do “odd jobs”, plumbers or electricians called out for an emergency, or any other person/s who will do work of any kind on the Estate. All contractors must be registered with the Estate Manager before entry is allowed. All contractors who will work on the estate for a period of more than 3 days must obtain discs to allow them access into the Estate. A temporary work permit must be obtained for anyone whose work is expected to last longer than 1 day but less than 3. Each person entering on a temporary permit must be in possession of a valid official identity document which has been vetted by security at the gate. Each person must be transported onto and off the Estate by vehicle. Once on site, neither the contractor nor his labourers may leave the site under any circumstances. Any contravention of these Rules will result in the contractor being refused entry to the Estate.

6.16 Access to messenger of the Court, Sheriff of the Court, Police or other emergency vehicles:

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

6.17 Access to Estate Agents:

The alienation of a property:

6.17.1 Registration of Estate Agents:

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

Registration of estate agents may be reviewed by the Company from time to time, and an updated list of registered agents will be made available at the office of the Company.

The registration policy for estate agents may be reviewed by the Board from time to time.

6.17.2 Lease of a Property:

6.17.2.1 The owner must inform the lessees of the Rules of the Estate, and must be aware that any contravention of the Rules by any lessee shall be deemed to be a contravention by the owner.

6.17.2.2 All leases are to be carried out through agencies accredited to the Company.

6.17.3 Tenants when taking up accommodation in the Estate shall:

6.17.3.1 Complete an application form; and

6.17.3.2 Provide copies of his/her identification document and applicable lease agreement; and

6.17.3.3 Pay the required registration fee as determined by the Board of Directors from time to time to the Estate Manager.

6.17.4 Sale of a Property:

If an owner wishes to dispose of his property he shall, to the extent that he requires the services of an estate agent in regard to such disposal, do so in accordance with Rule 6.17.

6.17.5 Utilization of estate agents:

If an owner makes use of the services of an estate agent, subject to Rule 6.17, such owner may do so exclusively through an estate agent accredited by the Company.

Owners may alienate their properties without the use of an estate agent.

 6.17.6 Transfer requirements:

An owner who disposed of his property must ensure that, due to reasons of security, the nature of the development of the Estate, and various matters about which any purchaser should become aware when buying into the Estate, that the prospective transferee is aware of all Rules and Regulations applicable to the Estate.

7. **CONTROL OF TRAFFIC AND PARKING**

All road users on the Estate must comply to the Road Traffic Act, Act 29 of 1989 (as amended).

The roads on the Estate have been zoned as a “Woonerf” (See road sign description R403).

This implies, amongst other, that the roads should be considered the same as an occupied stand. Vehicle drivers must yield to pedestrians and cyclists.

The roads are for the use of all, whether on foot, skates, cycles, cars or trucks. Extra responsibility is casted onto all road users, in particular to adults and parents who is responsible to guide and educate their children.

7.1 Speed limit:

The speed limit throughout the Estate is 30 km/h. Any person found driving in excess of 30 km/h, or in a dangerous manner, will be reported to the local authorities (Metro Police) for reckless driving.

7.2 Pedestrians:

Pedestrians and cyclists must be given the right of way.

7.3 Operating Restrictions for Vehicles:

No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver’s license. Engine powered vehicles, cars and motorcycles may be operated only on surfaced roads, head gear as required by law is to be worn at all times. No vehicles allowed on sidewalks, open areas and footpaths.

7.4 Parking:

Parking on open lawn areas is prohibited. Vehicles may not be parked on panhandles in such way that it obstructs right of way.

Parking bays in Virginia Street in the vicinity of the Security and Estate offices, both outside and inside the boom gates, are reserved for official purposes only (i.e. for Estate officials and office bearers attending work and other official duties, persons visiting the Security and/or Estate office for official Estate related purposes, and emergency vehicles if necessary during an emergency). The said parking bays may under no circumstances be used as casual parking, to park broken down vehicles, to park trailers, boats or caravans, by visitors visiting residents of the Estate, etc. The Company shall have the right to have a wheel clamp attached to the wheels of any vehicle parked in contravention of this rule, which clampshall be removed only after payment by the offender of the penalty referred to in Rule 13.5 (v) or (vi) below, as the case may be, subject to the Company’s right to vary and/or amend the amount of the penalty, as set out in the said Rule. Whilst the Company will take reasonable care when having a wheel clamp attached to or removed from a vehicle, the Company accepts no liability for any damage caused during the process.

7.5 Scooter Bikes/Dune Buggies/Off-road Bikes:

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

7.6 Caravans and Boats:

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

7.7 Skateboards, In-line Skates, Roller Skates:

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

7.8 Hooting:

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

8. **FURTHERANCE AND PROMOTION OF ANY OBJECTIVES OF THE HOA**

Owners/residents must together with the Company strive to reach any objective set by the Company from time to time.

9. **KEEPING OF PETS**

9.1 Dogs and other animals:

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

9.1.1 Erection of a pet security fence:

The keeping of cats can only be permitted when the stand is equipped with an effective pet fence. Cats wandering outside their owners’ stands will be removed from the Estate. Details of the pet fence are obtainable from the Estate Manager.

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

• Walkers are not harassed; or

• Dogs do not cause traffic accidents; or

• Dogs do not foul sidewalks, roads and park areas.

When walking a dog, the owner is responsible to remove any defecation dropped on common areas immediately. (Carry plastic bag along).

Failure to comply with this Rule shall be considered a blatant disregard of the Rule and shall be dealt with in terms of the provisions of Clause 13.5 below.

Complaints of disturbances must be addressed to the owner or person who provides accommodation to the dog or the SPCA or Metro Police Services.

9.1.3 Pet owners away from home for five days or longer are required to take their pets to boarding kennels.

10. **PREVENTION OF NUISANCES**

10.1 Harmonious behaviour:

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

Transgressions to be reported to Metro Police by the complainant.

10.2 Fireworks:

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

10.3 Slaughtering of animals and/or birds

The slaughtering of live animals and/or birds for any reason whatsoever within the Estate is prohibited.

10.4 Parties and functions in the Estate:

10.4.1 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. Residents are encouraged to consider other more suitable venues for larger functions.

10.4.2 Over and above the normal parties, special care needs to be taken when large functions are to be held within the Estate. Cognizance needs to be taken with regards to the position of the residence in relation to neighbours, parking availability, time of function and type of music to be provided. Owners/Residents arranging such functions must give at least seven (7) days’ prior written notice to other residents/owners in their immediate vicinity of their intentions in the said regard, and must produce proof of such notice on demand to any official and/or office bearer of the Company. Failure to comply with this Rule shall be considered a blatant disregard of the Rule and shall be dealt with in terms of the provisions of Clause 13.5 below.

10.4.3 Normal parties shall be held with due consideration to neighbours and must end before 22:00. Failure to comply with this Rule shall be considered a blatant disregard of the Rule and shall be dealt with in terms of the provisions of Clause 13.5 below.

10.5 Availability of Company facilities to guests:

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

10.6 Day of tranquillity:

Sundays are considered a day of tranquillity.

Noise from parties, mowing of lawns, power tools, building activity, etc. will not be permitted on a Sunday.

11. **PRESERVATION OF THE ENVIRONMENT ON THE ESTATE**

Management requires that all residents on the Estate must appreciate and preserve the environment of the Estate.

11.1 Upkeep and maintenance of gardens:

11.1.1 General Garden Maintenance:

Where in the opinion of the Company the condition of a private garden is not up to the required standards of the Company, the Company shall give written notice to the owner or body corporate to carry out the necessary improvements within a specified time. Residents shall maintain a high standard of garden and sidewalk maintenance on the properties which they are responsible for.

11.1.2 Maintenance of sidewalks:

All owners have the responsibility to

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

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

• Planting should not interfere with pedestrian traffic or obscure the vision of motorists.

• If owners neglect their sidewalks the Company will have the right to rectify the neglect and recover the costs from the owner/s or issue a penalty to the owners or both.

11.1.3 New Gardens:

Owners of undeveloped property are required to keep the property cleared and in a clean condition. Where in the opinion of the Company the condition of a garden or undeveloped property is not up to the required standards of the Estate, the Company shall give written notice to the owner or body corporate to carry out the necessary improvements within a specified time. Failure to comply, paragraph 13.1 (Failure to comply) will be actioned.

11.1.4 Garden refuse:

All garden refuse must be removed by residents. Refuse may not be dumped anywhere on the Estate. In terms of council by-laws garden refuse may not be placed in domestic refuse bins.

11.1.5 Domestic refuse bins.

Domestic refuse bins must be removed from the sidewalks within 24 hours after the day of collection by the City Council. Penalties may be imposed on residents who donot comply.

11.2 Signs and flags:

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

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

11.3 Satellite Dishes:

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

11.4 Shade Cloth:

The use of shade cloth is permitted, subject to the provisions of Rule 5 above, and is further subject thereto that the Board may at any time when the cloth in its sole discretion has become dilapidated, unsightly, or in a state of disrepair, require the owner/resident by thirty (30) days’ written notice to replace the cloth with material and in a manner acceptable to and approved by the Board.

11.5 Awnings:

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

11.6 Adverts/publicity Material:

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

11.7 Drying of Washing:

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

11.8 Outside appearances of properties:

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

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

11.9 Jumble Sales/Garage Sales:

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

11.10 Use of and Conduct on open Spaces:

11.10.1 The lighting of fires on any sidewalk or common area on the Estate is prohibited unless at an ordinary residential activity.

11.10.2 Disturbing, collecting or destroying of vegetation is prohibited except by authorization from the Estate Manager.

Disturbing, harming or destroying any wild animal or bird is prohibited. (Should wild animals become a nuisance; the problem should be brought to the attention of the Estate Manager).

11.10.3 The jungle gym is for the sole use of children under the age of 14 years of age. Children are to be supervised at all times. Disclaimer boards have been placed on the park which exempts the Company from any damages/injuries which might be incurred by users.

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

11.10.5 Picnicking is not permitted on any common property under the jurisdiction of the Company. No person shall discard any litter or any item of such nature whatsoever at any place upon the Estate except in such receptacles as may be provided.

11.11 Damage to property:

Any damage to HOA or Council property on the Estate must be reported to the Estate Manager immediately.

12. **CONTROLLING OF THE NUMBER OF OCCUPANTS PERMITTED TO RESIDE ON ANY PROPERTY**

12.1 Use of a Dwelling:

The utilization of a dwelling is governed by the Tshwane Municipal Town Planning in force at the time or any other approved scheme applicable to the Estate from time to time. A dwelling may be used for residential purposes only.

No dwelling may be utilized for any other purpose without the prior approval of the local authority. Proof of such approval must be provided to the Company.

12.2 Occupation:

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

13. **PENALTIES OR FINES FOR NON COMPLIANCE**

13.1 Failure by an owner to comply with any provisions of any rules:

The Board has the right to impose financial penalties (fines) to be paid by those owners who fail to comply with the Rules. Fines, where imposed, shall be deemed to be a part of the levy due by the owner. Further, the Board may enforce provisions of any Rule through application to the courts.

Failure by an owner to comply with any provisions of any rules or continued contravention may result in:

13.1.1 A call for an explanation and / or an apology; and / or

13.1.2 A reprimand and a request to comply; and / or

13.1.3 Withholding of a clearance certificate for the properties and/or

13.1.4 The imposition of a penalty (which shall be deemed to be a part of the Levy due by the owner); and / or

13.1.5 The withdrawal of any previously given consent related to the particular offence; and / or

13.1.6 An order to pay for damages resulting from non-compliance with any rule; and / or

13.1.7 Application to the Courts for the enforcement of the Rule/s.

13.2 Failure to repair misconduct:

Should the owner fail to carry out work as mentioned in these Rules the Company shall be entitled to appoint a contractor to carry out that work and to recover the cost thereof from the owner, which amount shall be deemed to be part of the levy due by the owner. In addition, a fine could be issued to the owner.

13.3 The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules shall be at the discretion of the Board who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.

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

The Chairman will then appoint a committee to consider such an appeal.

13.5 PENALTIES:

 As a guide only, the amount of the penalties which might be imposed will, at the Board’s discretion, vary broadly between the general scales listed in Schedule 2.

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.

14. **ADOPTION AND RATIFICATION**

14.1 This set of Rules of the Company, drawn by the Board of Directors in terms of Section 15(3) to (5) of the Companies Act, Act 71 of 2008 (as amended) was adopted by the Board of Directors in terms of the provisions of Article 4 of the memorandum of Incorporation dated 21 May 2002 and the Board’s Resolution DAG 153/2016 dated 21 July 2016, and shall be valid and in force as interim Rules until ratified by the members in general meeting.

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SIGNATURE DATE

CHAIRMAN OF THE BOARD