

HARTLAND

Lifestyle Estate



RULES

of the

HARTLAND LIFESTYLE ESTATE HOMEOWNERS ASSOCIATION

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*"The greatness of a community is most accurately measured by the
compassionate actions of its members."*

- Coretta Scott King

INDEX

A. Introduction

B. Conduct Rules

1. Order of Rules
2. Trustees
3. Commencement and completion of building
4. Use of streets/roadways
5. Good neighbourliness
6. Streetscape Appearance
7. Architectural and Development Rules
8. NHBRC
9. Environmental Management
10. Security
11. Tenants, visitors, contractors and employees
12. Letting and reselling property
13. Recognized Estate Agents
14. Pets
15. Administration
16. Use of common area and recreational areas
17. Communications
18. Slaughtering of Animals for Cultural, Religious or other Purposes
19. Disputes
20. Occupational Health and Safety Requirements
21. The Developer and Sectional Title Schemes

C. Rules Relating to Building Contractors

1. Introduction
2. Legal Status
3. Building Contractor Activity

D. Architectural and Development Rules

1. Introduction
2. Architectural Style
3. Street Articulation and Site Planning
4. Building Lines
5. Height Restriction
6. Coverage
7. Plan Form
8. Levels
9. Building Structures
10. Windows
11. Doors
12. Patios and Terraces
13. Roofs
14. Fascias, Barge Boards and Gutters
15. Yards
16. Aerials and Solar Panels
17. Ducts
18. Signage and Post Boxes
19. Paving
20. Boundary Wall and Fences
21. Planting
22. Consultant Boards
23. Swimming Pools
24. Building Plan Requirements
25. Process of the Design Aesthetics Approval
26. Building Deposit

E. SCHEDULE OF FINES, FEES AND PENALTIES

F. ACKNOWLEDGMENT OF RULES AND UNDERTAKING TO ABIDE THEREBY

PART A INTRODUCTION

1. The primary objectives of the Hartland Lifestyle Estate Homeowners Association (hereinafter referred to as “**the HOA**” or “**HOA**” or “**Estate**”) and these Rules applicable to the HOA, are to maintain the infrastructure and amenities, and to preserve and enhance the security and aesthetics, of the Estate, for the enjoyment of all residents and it is the intention of these Rules to protect these objectives.
2. These Rules have been established in accordance with the Constitution of the HOA and are binding upon all occupants (members/tenants) of the Estate and it is the intention that any decision taken by the Trustees in interpreting these Rules is read to specifically include all residents as per this clause.
3. The registered owners of properties in the Estate are responsible for ensuring that, members of their families, tenants, visitors, friends, contractors, employees, invitees and any other person abide by these Rules.
4. Harmonious community living is achieved when residents use and enjoy their private property as well as public or common areas within the Estate with due consideration for other occupants and the Estate at large. General consideration of all residents by, and for each other, and an attitude of acting as a single community unit will greatly assist in assuring harmonious relationships between the residents in the Estate.
5. In the event of annoyances or complaints, the parties involved should attempt, as far as possible, to settle the matter between themselves, exercising tolerance and consideration not only for each other but also for other occupants (members/tenants) within the Estate. When a problem cannot be resolved between such parties, the matter should be brought to the attention of the Trustees for further consideration in terms hereof. The Trustees, who meet on a regular basis, will only entertain written submissions by both parties involved. The Trustees reserve the right to appoint independent arbitrators or mediators to attend to the dispute (at a joint cost to the affected members) in the event that they cannot make a decision or resolve the matter themselves.
6. The decision of the Trustees is final in respect of the interpretation and application of these Rules, and all occupants (members/tenants) agree that this is necessary to facilitate the effectual enforcement thereof.
7. These Rules are subject to change from time to time upon the adopting of a resolution as provided for in the Constitution. Amended Rules will be sent to all members and residents and may also be obtained from the HOA, Trustees, or the managing agent.
8. An asterisk “(*)” at the end of a Rule indicates that the HOA may levy a fine for breach of such Rule as set out in the schedule of fines, fees and penalties. Owners are encouraged to make themselves familiar with the provisions regarding the implementation of such fines.

PART B CONDUCT RULES

1. ORDER OF RULES

- 1.1 The version indicated in the footer of these Rules shall apply to the Estate and shall supersede any previous editions or versions of the Rules.

2. TRUSTEES

- 2.1 The Trustees and the Developer (during the Development Period) shall manage the affairs of the HOA.
- 2.2 The Trustees shall serve in office for 12 months at a time and shall be subject to a re-election at the Annual General Meeting of the HOA in terms of the Constitution.
- 2.3 The Trustees shall determine the Rules governing meetings of the Trustees.
- 2.4 The Trustees reserve the right in terms of 5.4 of the Constitution to, in their sole and absolute discretion, alter these Rules from time to time, which amendments shall be circulated to the Members within 10 days from adoption of the said amendment, and be ratified at the next Annual General Meeting of the HOA.

3. COMMENCEMENT AND COMPLETION OF BUILDING

- 3.1 All building operations must be completed within 24 (twenty-four) months from the **FIRST** transfer of the Erf **from the Developer to the first registered owner**. Once construction has commenced the dwelling must be completed within 12 (twelve) months from the date of the commencement of the construction. (*)
- 3.2 In the event that building operations do not commence and are not completed within the stipulations of Rule 3.1 above the HOA shall in terms of these Rules, the Constitution and the Sale Agreement, impose the late completion of building operations penalty until building operations are completed. All members acknowledge that the penalty amount is both fair and reasonable and undertake to make payment thereof, without deduction or set-off to the HOA or the developer (as the case may be) within 7 (seven) days of demand for such payment be made. (*)
- 3.3 Should there be a dispute as to whether the dwelling is complete or not, then the architect appointed by the HOA or the developer (as the case may be) shall determine whether the dwelling is complete and the architect's decision herein shall be final and binding on both parties.

4. USE OF STREETS/ROADWAYS

- 4.1 The streets/roadways of the Estate are earmarked for the use of all residents, whether it be on foot, roller-skate, bicycle, motor cycle, trucks, delivery vans, busses or cars or any vehicle or contraption that compels movement, but excluding the categories of vehicles mentioned in Rule 4.10 below .
- 4.2 All streets/roadways of or in the Estate are considered to be private roads, part of the common property and as such, no member, tenant, resident, visitor, guest, contractor or employee shall park his/her vehicle in any area of common property, the street/roadway, pavements, or any area of neighbouring properties, save such areas as designated for alternative parking. (*)
- 4.3 The speed limit is restricted throughout the Estate, irrespective of what type of vehicle is used, to 30km/hour.
- 4.4 Save for the above, any Western Cape Road Traffic Ordinances and/or by-laws regarding road and street usage will apply and residents are urged to make themselves familiar with these ordinances.
- 4.5 Parents are responsible and shall ensure that their children are made aware of the dangers relating to the use of streets and shall be responsible for their children's safety. Neither the Trustees nor any resident of the Estate will be held liable for any damage to property, injury, or death, in the event that children roam the streets unaccompanied. Parents are obliged to accompany minors at all times when walking or utilising the Estate streets/roadways or common areas.
- 4.6 Engine or self-propelled powered vehicles, e.g. cars and motorcycles, are permitted to drive on the streets/roadways of the Estate only. Parks and pavements are strictly off limits and solely for the use of pedestrians. Only licensed drivers may operate and drive engine powered vehicles in the streets or anywhere else on the Estate. Any person caught driving in the Estate in these circumstances will be fined and be reported to the local authorities should this be required. (*)
- 4.7 Pedestrians will frequently cross streets on the Estate and shall at all times have the right of way.
- 4.8 The use of motorcycles or other vehicles with noisy exhaust systems is prohibited, save for entering or exiting from the Estate, as it causes disturbance to other residents of the Estate. The Trustees reserve the right to demand and have removed from the Estate, any motorcycle or other vehicle not complying with this rule, at the cost of the resident. (*)

- 4.9 Motorcycles and/or skateboards and/or roller skates are not allowed on pavements. (*)
- 4.10 No four wheelers, 4x4 quad motorcycles, off road motorcycles or home-made vehicles or any other non-licensed motorized vehicles are permitted to be driven within the Estate at any time or under any circumstances. (*)
- 4.11 For the entire development period and in circumstances where residents alter or build, construction vehicles will have the use of the private road and will enter and exit the Estate only in the designated entrances and exits allocated for this use. No construction vehicles will be permitted on the Estate on Saturdays, Sundays or public holidays.
- 4.12 Parking shall only be allowed in designated parking areas. (*)
- 4.13 Un-roadworthy vehicles are not permitted in the Estate.

5. **GOOD NEIGHBOURLINESS**

- 5.1 Any activity or hobby which could reasonably cause aggravation or nuisance to fellow residents may not be conducted from any property. This includes but is not limited to auctions, jumble sales, woodwork, metalwork or any other activity which could be noisy or disruptive. (*)
- 5.2 The volume of music or instruments, car radios and any other sound emitting device, including those utilized at parties, car hooters and the activities of domestic help, should be kept at a level so as not to create a nuisance to neighbours or the Estate as a whole. Without exception, no music or other loud noise causing a disturbance to other residents will be permitted after 21:00 on any Sunday to Thursday, and after 23:00 on Fridays and Saturdays.
- 5.3 The Trustees reserve the right to contact the South African Police Services, or any other relevant authority to attend to disruptions caused by a person who fails to comply with rule 5.2 above, even after having been requested to reduce music or loud noise, by any trustee.
- 5.4 The mechanical maintenance of gardens which includes but is not limited to the use of power saws, leaf blowers, lawn mowers, and the like (electric mowers are preferred), as well as any other noisy garden maintenance equipment may only be undertaken between the following hours:
 - 5.4.1. May to August (Monday to Friday)
07:30 (A.M.) to 16:00 (4 P.M.)
 - 5.4.2. September to April (Monday to Friday)
07:00 (A.M.) to 16:00 (4 P.M.)

5.4.3. Saturdays, Sundays and Public Holidays
09:00 (A.M.) to 13:00 (1 P.M.)

- 5.5 Washing lines, air-conditioning units and any other wall mounted device/s must be suitably screened from neighbouring properties and from the street view. Only wall mounted, fold down type washing lines may be used (not the pole mounted rotary type). The Trustees reserve the right to relocate any wall mounted device in the event that the member fails to comply within a reasonable time after receiving written notice by the Trustees to remedy the breach of this rule.
- 5.6 Any refuse, refuse bins, refuse bags and garden refuse may only be placed on the pavement on the official council collection days and not at any other time. Such bins may also not be left outside overnight under any circumstance. Garden refuse must be removed on the same day. (*)
- 5.7 Advertisements or publicity material may not be exhibited or distributed unless the prior written consent of the HOA has been obtained. (*)
- 5.8 Residents must ensure that domestic workers and other employees do not loiter on the Estate and specifically not at any prominent places such as at the gates, road circles, streets or any area of common property. (*)

6. STREETScape AND GENERAL APPEARANCE

- 6.1 The collective pride of the Estate is dependent upon the contribution of every member to create a neat and pleasing streetscape and general environment, at all times.
- 6.2 Members are responsible for maintaining the area between the kerb and the boundary of the property, as well as the gardens and driveway of his property, in a clean and pleasing condition and the Estate reserves the right to call on all members to improve, at his own costs, the aesthetic appearance of these areas, when and if deemed necessary. This includes but is not limited to the weeding of paving and garden maintenance.
- 6.3 Houses are to be regularly maintained and painted where and when necessary. Garden fences and/or walls and outbuildings forming part of the streetscape should be regularly maintained and painted where necessary. The HOA reserves the right to effect such repairs and maintenance, as deemed necessary, at the cost of the member, tenant or occupant: Provided that the said repairs and maintenance have not been undertaken within a period of 1 month from the date of a written notice served on the member, tenant or occupant, by the HOA, to remedy the breach of this rule.
- 6.4 There must be and exist a garden on all properties, and gardens in street view are to be properly maintained. Entire areas within street

view cannot be paved, tarred or otherwise totally covered with hard landscaping (e.g. gravel, dump rock, etc). (*)

- 6.5 Building material may under no circumstances be dumped on the sidewalks or streets, and all building materials are to be placed within the Erf boundary. Building works carried out by a resident requiring the delivery of bricks or building material requires prior written consent from the HOA, to allow for such material be placed temporarily on pavements or in the street. Members are required to advise the HOA as to the expected time frame during which such material will be required for. Contractors and/or service providers will be denied entry until proper approval has been obtained from the HOA. The member will be liable for all damages in this regard. (*)
- 6.6 Caravans, trailers, boats, other recreational vehicles, equipment, tools, engine and vehicle parts as well as accommodation for pets should be located out of view and neatly and suitably screened from neighbours and the street. (*)
- 6.7 Electricity boxes, generators and sprinkler boxes or any other structure which houses electrical components must be properly covered and suitably secured so as not to allow any tampering therewith. In addition, any such structure must be screened from the view of neighbours and the street and properly maintained. (*)
- 6.8 No trees, plants or sidewalk lawn forming part of the common property may be damaged, removed or planted without the permission of the HOA. (*)
- 6.9 Planting should not interfere with pedestrian traffic or obscure the view of motorists. Residents are required to and shall keep such foliage properly trimmed and in a neat condition. (*)
- 6.10 No Wendy houses, tool sheds or temporary structures may be erected. If a member does erect any such structure and the member refuses to remove it, the HOA may remove such structure, at the cost of the member. A carport or joined carports may be erected, on an Erf, only if such a structure strictly complies with the provisions as contained in paragraph 7.17 of the Architectural and Landscape Design Guidelines, attached to the Constitution as Annexure "D", and in any of the Sectional Title Schemes to be developed in the Estate, only if such structure complies with the Rules as registered for such a scheme, in terms of the provisions of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).
- 6.11 All gardens within the boundaries of the properties of members, within the Estate, must be kept neat and tidy at all times: failing which the HOA shall have the right to clean such gardens at the cost of the member transgressing this Rule.
- 6.12 The number of plant pots and/or planters visible from the street are limited to 3 per erf and are to be concrete in colour or painted in a

single colour within the colour range specified and approved by the HOA from time to time and no primary colours are permitted.

- 6.13 Any form of statue, artwork, wall decoration, fountain, water feature, other external decorative items and/or internal decorative items or artwork which are visible from the street which any owner wishes to place on or about such owners property is first to be approved by the HOA in writing. Owners are required to submit a written application supported by colour photographs of such item including a locality diagram to the Managing Agent and/or Trustees for approval. The Trustees reserve the right to refuse any such application in their sole discretion.
- 6.14 The street numbers of all properties must be clearly marked and visible by day and night. (*)

7. ARCHITECTURAL AND DEVELOPMENT RULES

- 7.1 All building plans shall be in accordance with the Architectural and Landscape Design Guidelines, as referred to in clause 36 of the Constitution applicable to the Estate as attached thereto as Anenxure "D" and must be approved by the HOA. This requirement is also applicable to any additions or alteration to existing structures and dwellings (including out buildings) as well as deviation plans. Plans will not be accepted or approved by the Local Authority unless approved by the HOA.
- 7.2 Plans (including new and amended and deviation plans) must be forwarded to the trustees for approval. Members shall make payment of any administrative charges laid down and as determined by the Trustees for the approval of any plans. This charge is non-refundable and is applicable to each and every application irrespective of the plan involved and shall also be applicable to any deviation plan or amendment plan.
- 7.3 All garden walls and fencing must be approved by the HOA with regard to both material and dimensions. Particular attention will be paid to high walls screening property frontage, as well as aesthetics.
- 7.4 Solid walls (brick or other constructed walls) may not be built on the street frontage of a property unless approved in writing by the HOA.
- 7.5 All renovations or alterations of any existing dwelling may not be undertaken without the prior written approval of the HOA. (*)
- 7.6 The installation of solar panels may be undertaken only with the prior written consent of the HOA, and in accordance with the Architectural and Development Guidelines.
- 7.7 The Architectural Rules apply to any new dwelling as well as any alteration and addition to existing dwellings.

- 7.8 A purchaser shall be compelled to use the services of the Seller's / HOA's / Developer's appointed Architect, for the design and drawing up of building plans.
- 7.9 The purchaser will be entitled to use the services of his own architect subject to the approval of the Developer and/or the HOA and on the proviso that all building plans will have to be approved by the HOA prior to submitting same to the Local Authority for approval.
- 7.10 The HOA or its appointed agents, employees or contractors shall have the right, upon instruction by the HOA, to enter onto a member's property during building operations, or renovations, or deviations, to inspect the standard of workmanship, as well as compliance with the architectural rules and quality of finishes. Should any defective, or sub-standard work be found upon such inspection, the member shall be requested to rectify such defective or sub-standard workmanship, or to instruct his/her contractor to do so, within a reasonable period, which period shall not exceed 30 days. Should the member fail to do so, the HOA reserves the right to rectify such defects or sub-standard work and to debit the member's levy account with any costs incurred by the HOA in exercising this right.
- 7.11 The Member authorizes the representatives/agents of the HOA unhindered access to the member's property, for the following purposes:
- 7.11.1 Verification of boundary pegs. Boundary pegs are to be verified by the Estate's appointed land surveyor, prior to the member or the member's contractor, setting out of foundations. Payment for such services to be made to the appointed land surveyor by the member.
- 7.11.2 Verification of correct placement of foundations
- 7.11.3 Determination of compliance by the Member's sub-contractors with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977) and local authority regulations.
- 7.11.4 To ensure the property is kept neat and tidy during building operations and after completion. Should there be any form of builder's rubble, refuse or vegetation that have not been removed, the HOA reserves the right to remove such material and charge the member/tenant/occupant accordingly. The members are to be aware and comply with the above and the HOA shall not be required to give notice to the members to remove any form of builder's rubble, refuse or vegetation.
- 7.12 The entire site will be required to be screened off at a height above ground on no less than 2 meters with 80% density Dark Green shade netting. No building work to commence prior to such erection. (*)

- 7.13 A temporary toilet be placed on the site prior to construction commencing. (*)
- 7.14 The HOA or its appointed agent shall together with the member do a final inspection of the property to verify that all aspects of the HOA completion certificate have been attended to and complied with. Should any items still need attention, the member shall be notified and shall rectify the items within a period not exceeding 30 days. Until such items are attended to, to the satisfaction of the HOA and the occupation completion certificate is signed off by the HOA and member, the member shall not be entitled to take occupation.

8. **NHBRC**

- 8.1 New Members must ensure that their house and proposed building thereof is registered with the National Home Builders Registration Council (NHBRC).

9. **ENVIRONMENTAL MANAGEMENT**

- 9.1 No rubble or refuse may be dumped or discarded in any area whatsoever including public areas, streets, sidewalks or parks or any area of common property. (*)
- 9.2 Residents and their guests and employees are required to leave any open spaces they visit in the same condition in which it was found. Residents should also develop a habit of picking up and disposing of any litter encountered in open spaces and common property encouraging neatness and consideration for all other residents.
- 9.3 Residents shall maintain trees, plants and shrubs that have been planted on their pavements by the HOA.
- 9.4 Flora shall not be picked, cut, damaged or removed from any public area or the common property. No fauna found in the Estate, shall be caught, chased, harmed in any way, or killed, but shall be protected and left undisturbed by all members/residents/visitors (*)
- 9.5 Residents should ensure that declared noxious or dangerous flora are not planted or allowed to grow in their gardens.
- 9.6 Pets are not allowed to roam freely within the Estate, as this may cause damage and destruction to the natural environment, and a nuisance to other residents. (*)
- 9.7 Swimming pool water must be discharged into storm water drainage systems and not on any area of common property or on any neighbouring Erf (*)
- 9.8 Vacant Erven must be kept clean on a regular basis to the satisfaction of the HOA failing which, the HOA reserves the right to clean the Erf at the member's expense, if the member failed to do so after written notice to this effect. By clean and tidy the HOA means

that the grass and plants on the stand must be regularly trimmed and cut so as not to be unsightly or pose a danger.

- 9.9 The residents' use of any open space or common property areas is entirely at their own risk at all times. The HOA, its Trustees, employees, and agents, will not be held liable or entertain any claim/s for damages to property of whatsoever nature or injury sustained or death of any person, from whatsoever cause arising.
- 9.10 Floodlights must be adequately screened so as not to cause discomfort to neighbours and road users.

10. **SECURITY**

- 10.1 Access to the Estate will be via the main entrance only, and visitors will be required to sign the Visitors Book as presented by the Security Guard on duty. The guard will then contact the relevant member and obtain the necessary permission from them for the visitor to enter the Estate failing which such entry may be refused.
- 10.2 New Residents (members/tenants/occupants) must complete a Members' Registration Form and submit the same to the HOA's nominated managing agent as detailed in Communications below. Their details will then be registered on the Estate's database in order that the necessary access cards/remotes and/or other security protocol measure employed by the Estate, as well as registration of such Resident/s is/are recorded on any electronic security system as may be required, which are to be utilised at the entry and exit booms, are issued to them.
- 10.3 Security issued access cards/remotes will undergo an annual verification and reprogramming process by the Trustees of the HOA, to ensure that all access cards/remotes are accounted for, and security is maintained as far as possible.
- 10.4 The Security Guards are NOT allowed to open either entry or exit booms for residents.
- 10.5 Should an access card/remote be lost, the Resident (member/tenant/occupant) must immediately notify the Trustees of the HOA via email as detailed in Communications below (see Rule 17) in order that said access card/remote be cancelled to as far as possible avoid a security breach to the Estate.
- 10.6 New Residents (members/tenants/occupants) must register their details with the HOA's nominated managing agent to ensure that their contact telephone numbers are registered on the Security phone system, in order that Security personnel are able to make telephonic contact with them to obtain permission to allow their visitors entrance into the Estate, and to proceed to their residences. Failure to do so shall result in visitors being denied access to the Estate.

- 10.7 A copy of these Rules shall be required to be signed by any new Resident (member/tenant/occupant) prior to any access card/remotes being issued to them.
- 10.8 Access cards/remotes may not be utilised by anyone other than the Resident (member/tenant/occupant), to whom it has been issued, nor may it be loaned to any other person/s. Any person who employs the service of a home sitter or pet sitter during periods of absence must to advise Security of the name, telephone number and vehicle details of such sitter, to enable Security to permit access to such person. In addition, Security is to be advised of the departure date and return date of the resident so as not to allow such sitter onto the Estate after the resident has returned. (*)
- 10.9 Any Residents in arrears with their levy account or found to be in contravention with any of the Rules, architectural, guidelines or rules, or builders code of conduct during building operations and thereafter, will be deactivated from the access card/remote entry/exit system or any other security measure employed by the HOA and such Resident shall be treated as a visitor and shall sign in and out of the Estate, until such time as the levies are brought up to date, or the contravention has been rectified. No exceptions to the application of this Rule, shall be permitted. Security will also not be allowed to allow entry to visitors of such Resident/s, who is/are in arrears or contravention, who will be required to collect his/their visitors from the entrance to the Estate. Members (Residents) acknowledge that these measures are both fair and reasonable so as to ensure the proper administration of the HOA as well as ensure compliance, uniformity and equal application of the Rules. In addition, Members/Residents in signing these Rules specifically confirm that they agree with the regulation as contained in this Rule and confirm in doing so expressly *alternatively* tacitly waive any right which they may have to enforce a spoliation action or order.
- 10.10 Security of the Estate and residents are of paramount importance and as such all residents are urged to maintain an awareness of his/her surroundings at all times.
- 10.11 The Security Guards will be doing a difficult job. They may not under any circumstances be abused by residents, visitors or any person whatsoever. Any person found to be abusive to or who is abusing the Security Guards shall be penalised and fined in terms of the Constitution. (*)
- 10.12 Members, residents, guests, contractors and other persons, on or in the Estate, will be held liable for any damages to or destruction of Security equipment or goods, including but not limited to, fences, gates, booms, remotes, visitors' cards or any other Security equipment or goods, and shall be required to, at their cost, replace such damaged equipment or goods.
- 10.13 The HOA, its Trustees, employees and agents, shall not be held liable for any loss, damage, destruction, or theft to/of any property,

or the injury or death of any person within the Estate which may be or deemed to be security related.

- 10.14 Security protocol at the gate must be adhered to at all times by residents, visitors, contractors, invitees and staff. Under no circumstances may residents or any person, other than the Security Guards or members of the Trustees' committee, enter or be allowed into the Guard House. (*)
- 10.15 All members must request visitors to adhere to Security protocol and residents and visitors shall always treat the Security Guards in a co-operative and courteous manner.
- 10.16 The identification system, implemented for all permanent workers, temporary workers, staff and contractor representatives, shall be conscientiously enforced and must be adhered to by all members with regard to person/s in his/her employ. (*)
- 10.17 All members must ensure that contractors in their employ adhere to any and all Security requirements and instructions of the Estate, as stipulated herein, in the Architectural and Development Guidelines and the Builders Code of Conduct.
- 10.18 Any breach or attempt to breach security, e.g. attempts at burglary or instances of fence jumping and/or tampering, must be reported to a member of the Security Company, as well as to the Trustees, and/or managing agent
- 10.19 Security is an attitude, be aware that all members/residents need to enforce and apply Security, at all times, to make it work. Be vigilant and do not hesitate to question suspicious persons and/or persons not wearing ID cards.
- 10.20 The Estate will be manned by Security Guards, on a 24 hour a day, 7 days a week basis all year round, and patrolled on a random basis. Should any resident find that this is not taking place, they are encouraged to bring this to the attention of the Trustees and/or managing agent, as soon as possible.
- 10.21 No residents may issue instructions to the Security Guards. In the event that a resident wishes to bring a matter to the attention of the Security Guards they are invited to communicate such matter to the Trustees and/or managing agent.
- 10.22 Residents whose properties are adjacent to the perimeter fence/wall of the Estate, are responsible and shall keep any overgrowth clear of any electrified fences installed on such perimeter wall. (8)
- 10.23 Residents on the perimeter wall/fence, must advise any visitors/employees of the dangers inherent to an electrical fence installation. The HOA, its Trustees, employees, and agents, shall not accept any liability for any damage or destruction to any property, or the injury sustained or death of any person, caused by the electric

fence installed on the perimeter fence, however or whatsoever caused.

- 10.24 It is advisable that all residents install a home security system as soon as possible after taking occupation of their homes and to link the system to an armed response company.
- 10.25 Security system installed in dwellings must be technologically up to date and be maintained in a good and proper state of repair, so as not to become a nuisance or disturbance to other residents.
- 10.26 No property may be secured with razor, barbed wire or similar fencing, or electrical fencing during or after the construction period or at any other stage. (*)
- 10.27 Burglar bars and security gates are not permitted to be installed without the prior written approval of the Trustees as per the guidelines approved by the HOA in this regard (*)

11. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 11.1 The responsibilities of enforcing the Rules, vest in and rest with the members/residents and members/residents shall, at all times, enforce the Rules within their respective households.
- 11.2 Should any member let his property, he shall notify the HOA in writing in advance of occupation, the name of the lessee, and the period of such lease. The member shall inform the lessee (resident) of these Rules and bind the lessee (resident) to adhere hereto. Members will be held liable for the transgressions of their tenants (residents). (*)
- 11.3 The Residents (members/tenants/occupants) of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Rules at all times.
- 11.4 All members/ residents must ensure that contractors in their employ are aware of, have agreed to and signed a copy of these Rules, prior to the commencement of any work, and that they adhere to the Rules, at all times. (*)
- 11.5 Save for entering and exiting the Estate, domestic workers, contractors and employees may not dawdle or roam the streets or gather in any part of the common property within the Estate. Contractors may also only, save and except for entering and exiting the Estate, be present on the Property/Erf on which they are working.
- 11.6 Domestic employees are not allowed to sign visitors into the Estate.
- 11.7 Members are required to ensure that visitors of domestic employees vacate the Estate daily by no later than 22:00 (or 10P.M.).

12. LETTING AND RESELLING PROPERTY

12.1 The concept and the management of the Estate impose certain restrictions on the manner in which estate agents may operate therein and stipulate the rights and obligations of Members in respect of the re-sale or letting of their Properties. In order to ensure that the Rules applicable to the regulated property membership and occupation of the Properties in the Estate, are in line with the provisions as contained in clauses 6.16.4 to 6.16.10 of the Constitution, and are made known to new members/residents, the following Rules relating to the re-sale or letting of properties shall apply (this subject to the aforementioned provisions and any other applicable provisions of the Constitution, which shall override any contrary provision as contained herein):

12.1.1 The member must ensure that the buyer and/or tenant is informed of and receive a copy of the Constitution, and these Rules and bind the buyer and/or tenant to the Constitution and these Rules, by getting them to initial each page and sign in full on the last page thereof. The signed copies of the Constitution and these Rules are to be attached, as annexures, to any deed of sale or lease agreement.

12.1.2 A clearance certificate must be obtained from the Trustees or managing agent, at the then applicable cost, prior to the transfer of the property. The managing agent shall not issue a clearance until the purchaser or tenant has signed a copy of these Rules acknowledging receipt of same and returned same to the managing agent.

12.1.3 No property may be let or utilised for the purpose of a commune. In addition, only immediate family from a single family will be permitted to occupy any Property on to Estate.

12.1.4 Estate agents may only operate on a "by appointment" basis and must personally accompany a prospective purchaser or lessee.

12.1.5 Estate agents are not permitted to erect any advertising/signage boards (e.g. "**for sale**" or "**show house**" or "**to let**", **etc.**) without the prior written permission of the Trustees.

12.1.6 Show houses will only be allowed to be shown by "Accredited Estate Agents". In this regard all residents (members/tenants/occupants) are referred to the accreditation agreement.

12.2 When a property is sold the following further Rules shall apply:

12.2.1 The purchaser acknowledges that he is obliged upon registration of the property into his name to become a member of the HOA and agrees to do so, subject to the Constitution and all Rules in place. The HOA reserves the right not to issue a clearance certificate to enable transfer to be effected, until

such time as a prospective transferee has satisfied the provisions of this Rule.

12.2.2 The seller shall be entitled to procure that, in addition to all other conditions of title and/or subdivision referred to, the following conditions of title be inserted in the deed of which the purchaser takes title to the property:

12.2.2.1 Every member of the Erf, or any subdivision thereof, or any interest therein, or any Sectional title unit thereon, shall become and shall remain a member of the HOA and be subject to its Constitution, until he ceases to be a member as aforesaid.

12.2.2.2 Neither the Erf, nor any subdivision thereof, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the HOA to become a member of the HOA.

12.2.2.3 The member of the Erf, Sectional Title Unit, or any interest therein, shall not be entitled to transfer the Erf, Sectional Title Unit, or any interest therein, without a clearance certificate from the HOA which certifies that the provisions of the Constitution and these Rules have been complied with.

12.2.2.4 In the event of the registrar of deeds requiring the amendment of such conditions, in any manner in order to affect registration of an Erf, or Sectional Title Unit, the Purchaser hereby agrees to such amendment and shall be liable for the cost thereof.

12.3 In respect of leases the following Rules shall, in addition to those stipulated in Rule 12.2 above, be applicable:

12.3.1 The lessee shall acknowledge that, upon occupation of the leased property, he and his family, his visitors, agents, contractors, domestic and other employees, shall adhere to all Rules as contained in this document. The tenant shall sign a copy of these Rules in evidence of such acknowledgment and the Member shall lodge with the HOA, Trustees or Managing Agent a copy of such signed Rules.

12.3.2 Where tenants continuously breach any one or more of these Rules, the member of the subject property can be requested to terminate the lease agreement and/or be held liable for the maximum fine allowed under these Rules. This clause must be written into the lease agreement. (*)

12.3.3 The HOA, Trustees and managing agent reserve the right to request a copy of any lease agreement where a tenant occupies a property on the Estate and demand that

amendments be made to such lease taking into consideration the provisions of the Constitution and these Rules.

12.4 A Member may not sub-divide an erf, for any reason whatsoever. The Developer in its capacity as such is exempt for the provision of this Rule and shall be permitted to sub-divide Erven should it wish to do so.

12.5 No consolidations of any Erven may be effected, for any reason whatsoever without the express written consent of the HOA. The Developer in its capacity as such is exempt for the provision of this Rule and shall be permitted to consolidate Erven should it wish to do so.

13. ACCREDITED ESTATE AGENTS

13.1 No estate agent may conduct itself within the Estate unless such agent has signed the "Estate Agent Accreditation Agreement".

13.2 Estate agents shall be accredited by signing an agreement with the Estate to the effect that such agent shall abide by the stipulated procedures applicable to the sale and lease of properties in the Estate and after having been informed of the concepts, Rules and conditions under which the purchaser and/or lessee purchases and/or leases property in the Estate.

13.3 Accreditation of agents may be reviewed by the HOA, or Trustees, from time to time and an up to date listing of accredited estate agents shall be made available to all members or can be obtained from any of the Trustees.

13.4 No Clearance Certificate shall be issued by the HOA, trustees or managing agent, until such time at the Estate Agent signs the Accreditation Agreement.

13.5 The members may only make use of the accredited estate agents when selling or leasing their properties.

14. PETS

14.1 The local authority by-laws relating to the keeping of pets will be strictly enforced. These can be made available on request.

14.2 Residents may not keep more than two dogs on their property. Cats are not permitted in terms of the provisions of the Environmental Operations Plan as issued by the local authority and accordingly the Trustees will not grant permission for cats. (*)

14.3 No poultry, pigeons, aviaries, wild animals, reptiles or livestock may be kept on the Estate, without exception. (*)

- 14.4 Pets are not permitted to roam onto the properties of other members, the streets, or the common property and dogs taken for a walk by their owners, must be kept on a leash in all public and common areas, at all times. (*)
- 14.5 Should animal excrement be deposited in a public or common area, the pet owner shall be responsible for the immediate removal thereof. (*)
- 14.6 Every pet must wear a collar with a tag, indicating the name, telephone number and address of its owner. The owner of a stray pet, with an identification tag, will be contacted to remove such pet, subject to the payment of a fine. (*) Stray pets, not collected as afore mentioned, or without identification tags will be apprehended and handed to the municipal pound or SPCA or any other authority.
- 14.7 The HOA, and Trustees reserve the right to request the member to remove his pet or pets, should it become a nuisance to other residents on the Estate.
- 14.8 No dangerous, rabid or diseased pets or animals may be kept by any resident at any time.

15. **ADMINISTRATION**

- 15.1 All levies are due and payable in advance on the first day of each and every month into the nominated bank account of the Estate.
- 15.2 Interest will be raised on all arrear accounts, at the maximum amount allowed in terms of the Provisions of the National Credit Act, 2005 (Act. No. 34 of 2005) from time to time.
- 15.3 Further penalties or legal action, as required and determined from time to time, will be imposed on members with accounts in arrears. The HOA shall be entitled to recover all legal costs incurred on the "attorney and own client" scale, including disbursements and collection commission. Members hereby agree that such legal fees shall be debited to the relevant member's levy account and be payable on presentation of the account.
- 15.4 The Managing Agent is, as contractually bound and authorised by the HOA, or Trustees, to issue letters of non-compliance of the Rules to any member who is in contravention of any rule as contained herein. The costs of such letters shall be debited to such member's levy account and shall be payable with the levy.
- 15.5 The Trustees have the right to impose such fine/s as approved by the HOA or Trustees, from time to time, on any Member/resident who has broken, infringed or transgressed any of these Rules.
- 15.6 The Trustees have the right to restrict access to members/residents, who are in arrear with their levies, by suspending the use and convenience of the estate access cards/remote, or any other security

mechanism employed by the HOA to permit entry to or exit from the Estate, upon entry to/exit from the Estate by such member/resident and his/her guests, and contactors employed by such member. The Trustees shall have the right to restrict such access until such time as the levies have been paid in full.

- 15.7 Any member/resident in arrears with their levy account shall not be entitled to vote at any meeting of the HOA until such time as the levies have been paid in full.
- 15.8 A trustee who is in arrears with his/her levy account, and who fails to settle all amounts outstanding to the HOA, within 7 days of being called upon to do so by the other trustees, shall be deemed to have resigned his/her position, effectively on the first subsequent day following the lapse of the 7-day period as prescribed in this Rule.
- 15.9 The debtors' policy shall be strictly enforced against all Members/residents within the Estate.

16. USE OF COMMON AREAS AND RECREATIONAL AREAS

- 16.1 The recreational areas and common areas are provided for the enjoyment of all Members/residents and as such should be kept clean and tidy at all times.
- 16.2 Absolutely no littering is allowed and should Members/residents utilize these areas they are to clean up after themselves and leave it in a clean and tidy condition. (*)
- 16.3 No plants, shrubs or trees are permitted to be damaged, removed, cut or picked. (*)
- 16.4 The interfering, trapping, shooting or otherwise maiming of birds and other natural wildlife, are strictly prohibited. (*)
- 16.5 No fires, cooking devices, braais or skottels are permitted to be used in areas other than those areas specially provided and earmarked for same. (*)

17. COMMUNICATIONS

- 17.1 Members are encouraged to communicate with the Trustees, and the communication channels are always to be kept open to all members via the managing agents.
- 17.2 Newsletters will be emailed and also hand-delivered to Members/residents when special communication is necessary.
- 17.3 The onus lies with each member to ensure that their contact details are kept up to date on the Estate's database, by emailing the managing agents, with the relevant information changes. Members must note that ignorance of the law or of any of the provisions of the Constitution and these Rules are no excuse. Members are once again encouraged to

study the Constitution and these Rules to ensure a harmonious living environment for all.

18. **SLAUGHTERING OF ANIMALS FOR CULTURAL, RELIGIOUS OR OTHER PURPOSES.**

18.1 Slaughtering of animals for religious and cultural purposes **only** shall be permitted within the confines of a property only (and not under any circumstances on common property public or exclusive use areas) subject to the following conditions:

18.1.1 At least two weeks' written notice of the intended religious or cultural event, requiring such ritual slaughter shall be given to the Trustees, specifying:

18.1.1.1 the date and time of the proposed slaughter;

18.1.1.2 the type of animal to be slaughtered;

18.1.1.3 the name and qualifications of the person who will be carrying out the slaughter;

18.1.1.4 confirmation that the animal will be brought onto and within the confines of the subject member's property, immediately prior to the ritual slaughter and that the carcass, blood and all the remains of the animal, will be removed immediately from the subject property, after the act of the ritual slaughter;

18.1.2 A notice from the local authority shall accompany the above notice confirming that all by-laws with regard to the ritual slaughter have been/will be complied with;

18.1.3 A notice from the health department shall accompany the above notice, confirming that the health department's specifications with regard to the ritual slaughter, have been complied with/will be complied with;

18.1.4 A certificate from the Society for the Prevention of Cruelty to Animals (SPCA), shall accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter;

18.1.5 Notice shall also be given to all adjacent properties of the date and time of the proposed slaughter;

18.1.6 Failure to comply with each and every one of the above requirements, without exception, shall entitle the Trustees to prevent the act of the ritual slaughter from taking place on the specified date and on the subject property, and the subject

member so prevented, will be held liable and be debited with any costs incurred, by the Trustees in this regard.

19. **DISPUTES**

- 19.1 Any dispute whatsoever between any of the Parties shall be submitted to and decided by mediation and/or arbitration, to be held in Mossel Bay.
- 19.2 Such dispute shall be referred to mediation which shall be presided over by a mediator to such dispute, appointed by agreement between the parties and failing such agreement by the Chairman of Association of Arbitrators, Southern Africa (AOA), such appointment to take place within a period of 7 (seven) days of the dispute arising, and such mediator to give his decision within a further period of 10 (Ten) days thereafter, subject to the proviso that the decision of the mediator shall be given summarily and the mediator shall have the discretion to conduct the mediation in such a manner as he determines.
- 19.3 Any arbitration/mediation in terms of this the Constitution or these Rules:
- 19.3.1 shall be conducted in a summary manner, on the basis that it shall not be necessary to observe or carry out either the usual formalities of procedures relating to pleadings or discovery or the strict Rules of evidence; and
- 19.3.2 shall commence immediately and with a view to it being completed within 45 (Forty-Five) business days after it is demanded; and
- 19.3.3 shall be held under the provisions of the Arbitration Act, 1965 (Act No. 42 of 1965) (as amended from time to time) except insofar as the provisions of this arbitration clause shall apply.
- 19.4 The mediator/arbitrator shall decide the matters submitted to him according to what he considers just and equitable in the circumstances, and therefore the strict Rules of law need not be observed or be taken into account by him in arriving at this decision. The mediator/arbitrator's decision shall be presented in a written document and he shall state the reasons for his decision therein.
- 19.5 The parties to such dispute irrevocably agree that the decision of the arbitrator made at such arbitration proceedings:
- 19.5.1 shall be final and binding on both of them; and
- 19.5.2 shall be carried into effect immediately; and
- 19.5.3 may be made an order of any Court of competent jurisdiction.

- 19.6 Any mediator or arbitrator appointed in terms of this Rule shall be entitled and obliged to pronounce upon his or her jurisdiction to act as contemplated in this Rule.

20. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

- 20.1 All members shall, in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and its Regulations (as amended), prior to the commencement of any construction activities on their properties:

20.1.1 Prepare a base line risk assessment for the intended construction project on his Property by:

20.1.1.1 Preparing a suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the base line risk assessment contemplated in Rule 20.1.1;

20.1.2 Provide the HOA with the health and safety specification contemplated in Rule 20.1.1.1

20.1.3 Ensure that the architect and contractor take the prepared health and safety specification into consideration;

20.1.4 Ensure that the Contractor carries out all responsibilities contemplated in the health and safety specification referred to in Rule 20.1.2;

20.1.5 Ensure that potential principal contractors have made adequate provision for the cost of health and safety measures;

20.1.6 Ensure that the principal contractor, to be appointed, has the necessary competencies and resources to carry out the construction work safely;

20.1.7 Take reasonable steps to ensure co-operation between all contractors appointed by the Member to enable each of those contractors to comply with these Rules;

20.1.8 Ensure before any work commences on his Property, that every principal contractor is registered and in good standing with the compensation funder, with a licensed compensation insurer, as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);

20.1.9 Appoint every principal contractor in writing for the construction part thereof on the Property ("construction site");

- 20.1.10 discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated herein and thereafter finally approve that plan for implementation;
 - 20.1.11 Ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector, contractor or Trustee of the HOA;
 - 20.1.12 Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained;
 - 20.1.13 Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
 - 20.1.14 Ensure that a copy of the health and safety audit report is provided to the principal contractor within seven days after the audit;
 - 20.1.15 Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the Member's health and safety specifications and the principal contractor's health and safety plan for the Property.
 - 20.1.16 Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely; and
 - 20.1.17 Ensure that a health and safety file is kept and maintained by the principal contractor.
- 20.2 Where a Member requires additional work to be performed as a result of a design change or an error in construction due to the actions of the Member, the Member must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- 20.3 Where more than one principal contractor is appointed the Member must take reasonable steps to ensure co-operation between all principal contractors and sub-contractors in order to ensure compliance with the Act and Regulations referred to in Rule 20.1 above.
- 20.4 Where a construction work permit is required the Member must, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed upon a Member, apply as far as reasonably practicable to the agent so appointed.

20.5 Where notification of construction work is required the Member may, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed upon the Member, apply as far as reasonably practicable to the agent so appointed: Provided that, where the question arises as to whether an agent is necessary, the decision of an inspector is decisive.

20.6 An agent must:

20.6.1 Manage the health and safety on a construction project for the Member; and

20.6.2 be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions.

21 ENFORCEMENT BY THE DEVELOPER OF THESE RULES AND THE APPLICATION THEREOF

21.1 It is recorded that all Rules contained herein shall be enforced by the Developer during the Development Period, where after it shall be enforceable by the Trustees and managing agent, as and when applicable;

21.2 These Rules apply to all members of the Estate, including owners of Erven and Sectional Title Units.

PART C
RULES RELATING TO BUILDING CONTRACTORS

1. INTRODUCTION

- 1.1. The primary intention of these Rules is to ensure that all building activity within the Estate is conducted with the minimum of inconvenience and disruption to other Members/residents

2. LEGAL STATUS

- 2.1. The Rules governing construction activities, as set out in this document, are binding on all Members/residents, their contractors and sub- contractors. Furthermore, all Members/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. Members/Residents are accordingly required to include these rules in their entirety in any building contract/s concluded in respect of any property on the Estate. Such contracts may be required to be submitted to the Trustees for prior approval. The HOA, or trustees have these right to suspend any building activity in contravention of any of the Rules and do not accept liability for any losses sustained by a Member/resident or contractor or sub- contractor as a result thereof, or any claims for damages of whatsoever nature.

3. BUILDING CONTRACTOR ACTIVITY

- 3.1 Unless otherwise agreed by the HOA or its appointed representative, Contractor activity is limited to the following public time hours:

07:00 – 18:00 Normal Weekdays
07:00 – 13:00 Saturdays

NOTE: Contractor activity is not permitted on Sundays and Public Holidays, as these days are viewed as private time. Special application for contractor activity during private time must be lodged with the HOA, together with the approval of all adjacent neighbours.
(*)

- 3.2 The contractor will be required to sign a document containing the following clauses indicating his acceptance of the conditions specified in the clauses:

3.2.1 Contractor personnel are not permitted to remain on any property (construction site) between the hours of 18:00 and 06:00.

3.2.2 All the contractor's permanent workers and/or the contractor's sub- contractor's permanent workers must enter the Estate in an approved vehicle with an access card. The above access card system is for permanent workers. Temporary workers will be required to hand in their ID documents which will be handed back on the return of the temporary ID card.

Temporary workers are only allowed in the Estate for 1 working day on a temporary basis, thereafter they are to purchase the access card. Access cards attract a fee which may vary from time to time. This fee is non-refundable.

- 3.2.3 No contractors and workers are allowed to walk around in the Estate during working hours. They are to remain at the Property where they have been deployed to carry out construction work. Only vehicles may move a contractor/worker to various Properties they may be working at simultaneously, within the Estate.
- 3.2.4 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided. Rubbish and/or rubble shall be removed within 48 hours and not be burnt or disposed of at any place on the Estate.
- 3.2.5 The contractor shall ensure that the Property (construction site) is kept neat and tidy during building operations and after completion. Should there be any form of builders' rubble, refuse or vegetation that is not removed, the HOA reserves the right to remove such material and charge the member/tenant/occupant accordingly. The HOA shall not be required to notify the Member to remove any builders' rubble, refuse or vegetation. It is the duty of the Member to acquaint himself with Rules prior to commencement of building.
- 3.2.6 Materials off-loaded by a supplier which encroach onto the sidewalk or roadway, must be removed onto the Property by the contractor. Material and/or rubble must not be allowed to remain on the roadway, sidewalk and it is the contractor's and member'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.
- 3.2.7 Deliveries from suppliers must be scheduled during working hours (specified in 3.1 above) only.
- 3.2.8 It is incumbent on the contractors to provide toilet facilities for the workers in terms of Local Council regulations. A 3m x 3m screened area must be available for use as a changing area for the workers of contractors.
- 3.2.9 No marketing or construction advertisement boards of construction companies other than Dalmar Construction will be allowed on Hartland Estate.
- 3.2.10 The Member and the contractor shall be responsible for damage to kerbs and/or plants on the sidewalks and common areas and/or damage to private or Estate property.
- 3.2.11 Should the HOA have any reservations with regard to the conduct of the Contractor and/or sub-contractor, the HOA

reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice, and free of recourse from the members and/or contractor and/or sub-contractor to the HOA and Developer. The HOA and the Developer shall have the right to refuse access to the contractor and/or sub-contractor into the Estate until such time as the contravention and conduct are rectified.

- 3.2.12 This document is fully understood and accepted by the Contractor, Member and/or any sub-contractor who undertakes to comply with these rules, in addition to any further rules and regulations which may be introduced by the HOA from time to time.
- 3.2.13 Only approved contractors and/or contractor's employees who are in possession of legitimate South African identity documents will be allowed access to the Estate unless otherwise arranged with the HOA in writing. In the event that illegal workers are apprehended on the Estate, the contractor's employees in totality will be denied access to the Estate.
- 3.2.14 The HOA shall be entitled to levy fines against the Members or their contractors and/or sub-contractors with respect to any contravention of the above and in particular with respect to any excessive driving of contractors and/or sub-contractors over and above the existing speed limit of 30km per hour within the Estate.
- 3.2.15 The HOA shall have the right to demand that any damage done to the Estate property by the contractor and/or sub-contractor is repaired by the contractor and/or sub-contractor to its former state. Should such damage not be repaired then the HOA shall refuse access to the Estate until such damage is repaired to its former state.
- 3.2.16 The HOA has the right to restrict access to members and contractors employed by the such members who are in arrears with their HOA levies. The HOA shall have the right to restrict such access until such time as the arrears have been paid in full.

PART D ARCHITECTURAL RULES

1. INTRODUCTION

- 1.1. These Rules shall apply and are additional to the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977) and the Local Authority requirements.
- 1.2. Detailed working drawings incorporating a site development plan, together with a building deposit and scrutinizing fee are to be submitted to the trustees for approval, prior to being submitted to the Local Authority for approval. The HOA will have the right to prevent members and/or their contractors commencing construction without prior approval by both the HOA and the Local Authority.
- 1.3. One copy of the approved plan will be held for record purposes.
- 1.4. Construction shall commence within 24 (twenty-four) months from date of registration of transfer and must be completed within 12 (twelve) months from date of such commencement, as per the Constitution.
- 1.5. Completion will mean an occupancy certificate issued by the HOA.

2. ARCHITECTURAL STYLE

- 2.1. No flat roof designs are permitted
- 2.2. Any aesthetically pleasing styles may be approved by the HOA

3. STREET ARTICULATION AND SITE PLANNING

- 3.1. An architectural street facade must be created. A "wall of buildings" should be avoided. This will enhance views and make private areas around houses.
- 3.2. When placing structures on Properties the following should be taken into account:
 - 3.2.1. View
 - 3.2.2. Privacy
 - 3.2.3. Orientation for sunlight
 - 3.2.4. Wind and rain direction
 - 3.2.5. Privacy when placing entertainment areas
- 3.3. Protection to external private areas from neighbouring properties should be provided by using suitable screening.

4. **BUILDING SET BACKS AND BUILDING LINES**

- 4.1. Houses adjacent to the nature area shall be set back at least 10 metres.

In all other cases the following shall apply: -

ERF SIZE (m²)	BUILDING LINES		
	STREET	SIDE	REAR
Less than or equal to 250 m ²	1 m	1 m	1 m
Greater than 250 m ² , but not exceeding 500 m ²	3 m	1,5 m	1,5 m
Greater than 500 m ² , but not exceeding 1 000 m ²	4 m	2 m	2 m
Greater than 1 000 m ²	5 m	2 m	2 m

- 4.2. Building lines in respect of double storey houses: - Please refer to same table in 4.1 above.
- 4.3. The guidelines do not have a setback for double storey houses.
- 4.4. **The HOA will consider and may approve the relaxation of the side/ rear building lines with consent of adjoining owners.**

5. **HEIGHT RESTRICTION**

- 5.1. Ground floor plus a first floor (or loft). The impact of a second storey on:
- 5.1.1. The right to privacy of adjacent property members;
 - 5.1.2. The views from adjacent residences;
- will be considered when approval of plans is requested.
- 5.2. No domestic quarters will be permitted above ground floor level.
- 5.3. No external access from ground floor level will be permitted to 1st floor.

5.4. Maximum building height:

5.4.1. Houses with pitched roofs must be constructed within a height of 8,5m measured from the natural ground level vertically at any point.

5.4.2 Only single storey houses may be built on the Erven stipulated in paragraph 7.4.1 on page 5 of the Architectural Guidelines.

6. COVERAGE

6.1.

ERF SIZE (m ²)	COVERAGE
Less than or equal to 250 m ²	80 %
Greater than 250 m ² , but not exceeding 500 m ²	65 %
Greater than 500 m ² , but not exceeding 1 000 m ²	50 %
Greater than 1 000 m ²	500 m ² or 40 %, whichever is greater

6.2. Minimum covered floor area: - Municipal Regulations stipulate the minimum size of a dwelling on a stand greater than 500m² in area is 70m². This excludes the area of a garage/outbuilding. Garaging for up to 4 vehicles is permitted.

7. PLAN FORM

7.1. Simple composed of square and rectangular forms.

7.2. Elegant proportions.

7.3. Large monolithic dominant structures are not permitted.

7.4. Fragmented plan forms will enhance views.

7.5. Position of the first floor must maximize the view of neighbouring stands.

7.6. First floor to be fragmented.

8. LEVELS

- 8.1 Floor levels must follow the shape of the landscape to limit excessively high foundations. Buildings must “sit in the landscape”, and not “on top of the landscape”.

9. BUILDING STRUCTURES

- 9.1 Outbuildings and additions should match original design and style, both in elevation consideration, as well as materials and finish, and may not be detached from the main buildings. No thatched structures or gazebos are permitted.
- 9.2 Staff accommodation and kitchens are to open onto a screened yard or patio as required by the Local Authority.
- 9.3 External walls
- 9.3.1 Uninterrupted walls (exceeding 5m without window/door openings) will not be permitted.
- 9.3.2 Colours of roof and walls including boundary walls / fences to be specified on the plans, colour sample charts are to be provided. No primary colours are permitted, other than the colour range specified and approved by the HOA.
- 9.3.3 Should a member decide to repaint their house, they must ensure that the selected colours fall within the colour range specified and approved by the HOA prior to painting and such approval must be obtained.
- 9.4 “Lean- to’s of any nature are not permitted. A carport or joined carports may be erected, on an Erf, only if such a structure strictly complies with the provisions as contained in paragraph 7.17 of the architectural and landscape guidelines, attached to the Constitution as Annexure “D”, and in any of the Sectional Title Schemes to be developed in the Estate, only if such structure complies with the Rules as registered for such a scheme, in terms of the provisions of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011)”.
- 9.5 No staff accommodation should be closer to the street than the main dwelling, unless contained under the same roof or integrated into the total design.
- 9.6 Granny flats will be considered in special instances. The following will apply to all requests in connection with Granny flats:
- 9.6.1 The granny flat must be linked structurally and visually to the main dwelling and must seem to be one unit.
- 9.6.2 The unit may in no way be distinguishable as a separate unit or entity.

- 9.6.3 The area of the granny flat may not be more than 25% of the total development and may not be larger than 100 square metres including the outbuildings.
- 9.6.4 The accommodation allowed in this unit would ideally consist of a bedroom, bathroom en-suite and living area (lounge/dining room/TV room).
- 9.7 No subdivision of the property will be permitted. This is entrenched in the title deed and is applicable to the title holder and any successor in title.
- 9.8 The member must undertake in writing to the HOA that subletting of the unit will be prohibited for income purposes and in the event of the unit being sold; the new member must abide by this undertaking.
- 9.9 No galvanized finishing's in respect of doors, garage doors, lean-to's, patio roofs, etc. will be allowed.
- 9.10 Strip foundations or raft foundations as required – 20mpa concrete to Structural Engineer's specifications.
- 9.11 20mpa concrete surface bed to thickness indicated on drawings, including expansion joints where required and Jointex between surface bed and walls.
- 9.12 Foundation brickwork in concrete filled cavity clay brickwork.
- 9.13 Superstructure brickwork to SANS specifications in 270 mm cavity clay brick.
- 9.14 Reinforced concrete sandwich beams, beams and slabs to Engineers details.
- 9.15 Roof structure: prefabricated treated SA Pine timber rafters, beams and purlins to Engineer's specifications and certified by an A19 certificate.

10. **WINDOWS**

- 10.1 Windows must be carefully positioned in every façade to obtain the optimum proportion.
- 10.2. Windows and doors should complement each other in design and proportion.
- 10.3. The use of alternate window proportions will be treated on its own merits.
- 10.4. Burglar bars must be of simple rectangular design and placed internally.

- 10.5. Deep reveals, shutters and recesses are encouraged.
- 10.6. No bright primary colours are permitted.
- 10.7. Aluminium sectional overhead garage doors with automation – colour to comply with site samples.
- 10.8. Epoxy powder coated aluminium windows and doors complete with glazing – colour to comply with site samples.
- 10.9. Glazing to comply with SANS 10400.
- 10.10. Hardwood 44 mm solid Hardwood entrance door in frame to detail.
- 10.11. Hardwood 44 mm framed ledged, braced batten door (external) Hardwood frame.
- 10.12. Grooved painted Masonite balanced 44 mm internal door.
- 10.13. Class B fire door to SANS 1253 between garage and house.
- 10.14. Obscure pacific screen glass to bathroom/toilet windows.
- 10.15. Yard gates in slatted Hardwood to detail.

11. **DOORS**

- 11.1. Main entrance doors must be recessed protected and may not be flush with an external wall.
- 11.2. Arched openings are permitted.
- 11.3. Yard toilet, kitchen and storeroom doors must be screened from the street and neighbouring properties.
- 11.4. Garage doors must not exceed a width of 4.9 metres and a height of 2.4 metres. Permitted materials are timber, or aluminium roll-up doors. The standard horizontal, vertical, diagonal or chevron planking patterns will be permitted in painted or varnished finishes.
- 11.5. Unpainted galvanized steel doors are not permitted.
- 11.6. Large doors and windows are permitted if recessed by a minimum of 800mm behind a pergola, veranda or screen.

12. **PATIO AND TERRACES**

- 12.1. The height of ground floor levels, verandas or decks must not exceed 800mm above natural ground level.

13. **ROOFS**

- 13.1. 0.53mm Kliplock Zinalume Supra roof sheets in dark granite ultra matt
- 13.2. Pre-painted colour.
- 13.3. Reinforced concrete slabs with cement screed laid to falls and waterproofed with Torch-on (Derbit) asphaltic membrane to manufacturers specifications including a 10-year warrantee.

14. **FASCIAS, BARGE BOARDS AND GUTTERS**

- 14.1. Special aesthetic consideration should be given to the design of parapets, fasciae, capping, eaves, and roof trim, guttering and roofing materials in general.
- 14.2. Fascias and barge boards:
 - 14.2.1. 228mm deep timber or painted fibre cement.
- 14.3. Gutters and down pipes:
 - 14.3.1. Pre-painted seamless aluminium gutters and down pipes are preferred.
 - 14.3.2. Down pipes are to be concealed.
- 14.4. Gutters and down pipes to be painted to match walls and should not be accentuated.

15. **YARDS**

- 15.1. Yard walls (kitchen, drying and courtyards) should be plain (with simple coping) to match the main structure.
- 15.2. Maximum height – Screen walls 1.8 metres and boundary walls 2 metres.
- 15.3. All walls to be clearly indicated on plan. Dustbins, washing lines, gas bottles, caravans and boat storage areas must not be visible from the road, public open space or adjacent properties.
- 15.4. No precast walling, diamond mesh fencing, wooden pergola or any other materials not approved of by the scrutinizing committee will be permitted.

16. **AERIALS AND SOLAR PANELS**

- 16.1. The position, size and sitting of television antennae and satellite dishes must be approved by the committee prior to erection thereof. Antennae must be installed inside the roof.
- 16.2. Solar panels should at the outset be incorporated into the building to form an integral part of the design. They must be flush with the roof

and piping is to be concealed. All solar water heating systems facing street frontage must either be fully powder coated or covered with a digital photo-imposed vinyl to match roof colour.

17. DUCTS

17.1. Plumbing pipes (water and sewerage). Prominent plumbing pipes (particularly from upper floors) must be concealed either within the walls or by ducts which will be covered by acceptable coverings approved by the HOA.

18. SIGNAGE AND POST BOXES

18.1. Signage to be submitted for approval with building plans.

18.2. No post box facilities will be provided for. It is recommended that residents acquire a post box facility at a post office that is convenient to them.

19. PAVING

19.1. The following is suggested:

19.1.1. Clay brick paving.

19.1.2. Concrete cobbles.

19.1.3. Concrete paving slabs with natural stone aggregate.

19.1.4. Grass blocks.

20. BOUNDARY WALLS AND FENCES

20.1. Boundary walls will be erected around the Estate by the developer, in order to preclude an unsightly series of different solid walls being erected on the edge of the Estate. The aesthetics of the interface between the residential Erven are considered to be important. The properties abutting directly onto the Estate boundary wall are not permitted to remove this wall.

20.2. Members of the properties abutting directly on to the palisade panels of the Estate boundary wall may not remove the palisade fencing but may brick up panels at their own cost, as long as the same aesthetics of the exiting wall are maintained and no damage is done to the electric fencing.

20.3. Members of the properties are responsible for the erection of their own boundary wall, sharing of boundary walls will not be permitted, and a certificate of completion will not be issued unless boundary walls have been completed.

20.4. The treatment of sidewalks is considered to be of paramount importance as they have a direct influence on the aesthetic quality of

the neighbourhood. The diverse nature of neighbourhoods should give rise to a varied treatment of street boundaries. To create a degree of visual integrity, street boundary walling designs will be strictly controlled.

- 20.5. Approved quality steel palisade or trellis fencing may be erected on the stand boundary.
- 20.6. A low wall and picket fence combination will also be considered.
- 20.7. All boundary walls and fences will be subject to the approval of the trustees.
- 20.8. The use of these elements must be limited to enhance an open landscape environment.
- 20.9. Planting as a screen element between properties is encouraged.
- 20.10. No vibrocrete or precast concrete walls will be permitted.
- 20.11. All walls and fences will be treated individually and on own merits. Neighbouring houses to be considered in all cases.

21. **PLANTING**

- 21.1. Building sites must be cleared in conjunction with the appointed Environmental Control Officer.
- 21.2. "Landscaping shall comply and be done in accordance with a garden layout plan drawn up and approved in terms of the provisions of paragraphs 9. of the Architectural and Landscape Design Guidelines, attached to the Constitution as Annexure "D". Only those plants as listed in paragraph 10 of the architectural and landscape guidelines, attached to the Constitution as Annexure "D", may be used in the Estate.

22. **CONSULTANTS BOARDS**

- 22.1. Only one consultant's board per specification will be allowed on a building site. No other sub- contractors' signs or advertisements will be permitted. This board must be removed as soon as the project is completed, and the house has been occupied.

23. **SWIMMING POOLS**

- 23.1. Will be acceptable and the position and design thereof will be subject to approval. Aboveground pools will not be permitted.

24. **BUILDING PLAN REQUIREMENTS**

- 24.1. 1:200 Site plan indicating buildings, yard, paving and fence.
- 24.2. 1:100 Floor plans and roof plan.

- 24.3. 1:50 Cross-sections through all building's components and site, clearly showing natural and finished ground levels.
- 24.4. 1:100 Elevation of all facades.
- 24.5. All other plans as required by the Local Authority in compliance with the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).
- 24.6. Complete colour scheme and material specification.
- 24.7. A copy of the site development plan in DXF format on a disk or flash drive must be provided before the approval certificate will be issued.
- 24.8. Minimum requirements for the preparation of drawings for submission for approval. The following items must be included on application drawings:
 - 24.8.1. Site dimensions and building lines.
 - 24.8.2. Position of important trees/bushes.
 - 24.8.3. Contours at half meter intervals and building floor levels. Dimension details showing cut and fill and the floor levels in relation thereto must be clearly shown.
 - 24.8.4. Site area, building area and coverage.
 - 24.8.5. Accurate sitting of all buildings and adjacent stands must be given on the site plan.
 - 24.8.6. Specifications of external materials including the colour of walls and roof tiles, etc.
 - 24.8.7. Applicants address and contact information.

25. PROCESS OF THE DESIGN AESTHETICS APPROVAL

- 25.1. Submit four sets of documents to the trustees (Municipal drawings for approval), three weeks prior to the anticipated Local Authority submission.
- 25.2. Nothing in the above will be constructed as permitting the contravention of the Conditions of Title to any erf or any by-laws or regulations of the Local Authority or the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).
- 25.3. On submission of drawings to the Aesthetics Control Committee a non- refundable scrutiny fee as determined by the trustees for new submissions and alterations and additions is payable to HOA

- 25.4. Notwithstanding the fact that the building plan comply with these Rules, the approval or rejection of such plans shall be at the sole discretion of the HOA, which approval shall not be unreasonably withheld.
- 25.5. The architectural style of the house will be considered in relation to that of other houses in the area, as well as aesthetic appearance and the proposed sitting of the building, and such other factors as the HOA in its discretion may seem suitable – flat roofed houses will not be permitted.
- 25.6. Members are required to comply with the Department of Labour rules which govern the construction and alterations of dwellings. The member must acquaint himself with such requirements of the Department of Labour

26. **BUILDING DEPOSIT**

- 26.1. A building deposit shall be paid to the HOA when submitting plans for approval together with an administration fee both determined by the trustees from time to time. The deposit amount will be kept in trust by the HOA and is refundable, free of interest, less the cost of making good any damage to sidewalks and/or adjacent properties, etc., if found necessary on completion of construction and after deduction of the Road Maintenance Fee and the removal of all building rubble deposited on adjacent Erven.

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*** Note:** These amounts are over and above the normal monthly levies
Additional Schedule of Fees, Fines & Penalties
for Building Contractors & Building Contractor Activities
(per incident)

PART	RULE REFERENCE	FINE/PENALTY
C		

Procedure with regards to fines

Service of fine

1. The HOA may impose a fine in respect of a breach of the Rules as contemplated in the Schedule of Fees, Fines & Penalties by serving the fine in writing provided that where the breach was committed by a person acting in the course and scope of a contractual relationship with the Member, or where such person is a building contractor, sub-contractor, staff, agent, supplier, then the HOA shall, in addition to serving the fine on the Homeowner as aforesaid, serve the fine on the Building Contractor who shall each be jointly and severally liable, the one paying, the other/s to be absolved.
2. The fine shall disclose the date (unless it be a continuing breach) and nature of breach, including the rule alleged to have been breached, and the person who committed the breach (provided that a Homeowner shall not be absolved from liability in respect of a breach committed by a person other than the Homeowner where the Homeowner is vicariously liable as contemplated herein).

Payment of fine

3. All fines shall be payable immediately on the service of fine and shall be immediately debited to the Members levy account upon service of the fine, which the Member shall pay without deduction or set-off.

Appeal

4. Should the Member or any person (“the Appellant”) wish to appeal any fine imposed as contemplated herein, the Appellant shall lodge a “Request to Appeal” in writing with the trustees within 10 days of service of the fine.
5. The trustees shall within 5 days of receipt of the “Request to Appeal” serve a written Notice of Appeal on the Appellant, chairman, and the Trustees.
6. The Notice of Appeal shall disclose the date, time and place of the Appeal Hearing, which date shall be no later than 30 days of the date of the Notice of Appeal.
7. Payment of the fine shall be placed in abeyance upon the issuing of the Notice of Appeal pending the decision of the Appeal.
8. The Chairman will appoint 3 Trustees which shall preside over the Appeal Hearing, and their decision shall be final on the parties.

9. Any fine imposed at an Appeal Hearing is payable immediately and shall immediately be debited to the Members levy account where applicable, which the Member shall pay without deduction or set-off.

**PART F
ACNOWLEDGMENT AND UNDERTAKING TO ABIDE BY RULES**

I, the undersigned:

(INSERT FULL NAME)

(IDENTITY NUMBER)

Being the owner/resident/tenant/occupant/contractor in respect of:

INSERT ERF/SECTION NUMBER)

Do hereby:

1. Confirm that I have received a copy of the Rules.
2. Confirm that I have read the Rules and understand the content thereof.
3. Agree that I am a member of the HOA as contemplated in the Rules read in conjunction with the Constitution
4. Agree that I, together with all those who occupy the erf referred to above, under me or by virtue of any employment agreement, independent contract agreement, lease agreement or by any other way or manner is associated to me by virtue of my ownership and or occupancy of the above erf, are bound by the Rules.
5. That I am liable for the acts of all those who occupy the erf referred to above, under me or by virtue of any employment agreement, independent contract agreement, lease agreement or by any other way or manner is associated to me by virtue of my ownership and or occupancy of the above erf
6. In undertake that I, together with all those who occupy the erf referred to above, under me or by virtue of any employment agreement, independent contract agreement, lease agreement or by any other way or manner is associated to me by virtue of my ownership and or occupancy of the above erf, shall at all times comply with and abide by the Rules.

THUS DONE AND SIGNED BY ME ON THIS _____ DAY OF
_____ 20_____.

Signature

Full Name