

# **SPEKBOOM RIVER ESTATE RESIDENTS' ASSOCIATION**

## **MANAGEMENT RULES AND REGULATIONS**

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# **SPEKBOOM RIVER ESTATE RESIDENTS' ASSOCIATION**

(Hereinafter referred to as the Association)

## **MANAGEMENT RULES AND REGULATIONS**

### **1. INTRODUCTION**

- 1.1 The Association is, in terms of its Memorandum and Articles of Association entitled to issue Rules and Guidelines, which are applicable to all owners. The Developer and Estate Architect have been appointed and all building- and site development plans must be approved by them before submitting same to any local authority and before building operations may commence. The rules and regulations have been established in terms of the Constitution and Memorandum and Articles of Association of the Association. The rules and regulations are binding upon all owners and occupants of the township, and have been introduced by an Association Incorporated in terms of a Section 21 Company to ensure and promote an exclusive lifestyle for all owners.
- 1.2 The objective of the Association is the provision of a high quality lifestyle in a residential area for Estate owners and residents, and the intention of these rules is the protection of this lifestyle. Harmonious community living is achieved when residents use and enjoy their private Estate as well as the public areas of the development. The owners acknowledge that the Association had been established to promote and protect the interest of all owners to this exclusive development. In order to ensure the quality of lifestyle of all owners it is important that a high aesthetic and functional standard be maintained.
- 1.3 The rules will be ratified in terms of the Constitution and Memorandum and Articles of Association.
- 1.4 The registered owners of the properties are responsible to ensure that members or their families, tenants, guests/visitors, friends and their employees abide by these rules.
- 1.5 In the event of annoyances or complaints the involved parties should attempt to settle the matter between themselves, exercising tolerance and consideration. In instances where problems can not be solved, the matter should be brought to the attention of the Association for arbitration, mediation and settlement.

- 1.6 These rules and regulations are subject to change from time to time.
- 1.7 The decision of the Association relating to the interpretation of the rules and regulations is final and binding.

## **2. DEFINITIONS**

- 2.1 The words and phrases contained in the Articles as well as following words and phrases shall have the meaning set out in the Articles and the additional meanings set out hereunder respectively, whenever used in this document:

“Accredited”	shall mean an approved application for accreditation;
“Agency”	shall mean an agent of or a person in the employ of an Agency and who is registered as such with the Estate Agency Affairs Board;
“The Architectural Guidelines”	shall mean the architectural guidelines formulated by the Developer and the Estate Architect in terms of Clause 10 of the Articles as amended from time to time;
“Association”	Means the Spekboom River Estate Residents’ Association (Pty) Ltd duly incorporated in terms of the Company Laws of the Republic of South Africa as a Section 21 company which aims are non-profitable, including any Committee appointed by it;
“contractor”	shall mean a contractor who is registered with the Association and has access by means of access cards or a temporary permit to the Estate;
“conservation area”	the natural ecosystem that is set a side for conservation;
“endemic”	flora that only occurs naturally in South Africa and in a specific area;
“exotic”	flora that does not naturally occurs in South Africa and that is originally form another country;
“indigenous”	flora that only occurs naturally in South Africa;
“labourer”	shall include all employees, sub-contractors, artisans or any other persons, without exception,

	appointed by a member or a contractor appointed by a member, for building purposes;
“the Parks Committee”	shall mean the committee appointed by the Association to manage and control the open spaces on the Estate;
“the Estate”	shall mean SPEKBOOM RIVER ESTATE Township, inclusive of all phases thereof;
“Security Manager”	shall mean the manager of the security company appointed by the Association from time to time;
“Grounds Manager”	shall mean the Estate Manager appointed by the Association from time to time;
“Security Company”	shall mean the specialist nature conservation consultants duly appointed to manage and control all environmental aspects, Safety and Security, Fauna and Flora, Pets and anti-poaching in and on the Estate.
“stand”	shall mean a stand or erf on the Estate, with or without a building structure or structures thereon;
“developer”	shall mean the developer of the Estate Township;
“Open spaces”	the horticulture areas that is set a side for parks.

2.2 Unless the context otherwise requires:

- Words importing the singular number shall include the plural number and vice versa
- Words importing the masculine gender shall include the feminine gender
- Words importing natural persons shall include firms and corporate bodies

2.3 The Association is an association not having share capital, incorporated under Section 21 of the Companies Act, 1972, as amended.

2.4 Some of the main objectives of the Association are the provision and preservation of high quality lifestyle for its members and to manage and promote the communal interests of members of the Association and it is the primary intention and task of the Directors to protect and preserve such lifestyle.

- 2.5 The Articles determines the manner in which the Association is to function. Copies thereof may be obtained from the Manager, against payment of the prescribed fees.
- 2.6 In terms of the Articles, and subject to any restrictions imposed by or direction given at the general meeting of the Association, the Board of Directors may from time to time make rules and regulations, which shall be binding on all members in regard to:
- The use of the open spaces by members, the members of their households, their guests and lessees
  - The conduct of builders or any other contractors employed by members, on the Estate
  - Any other activity concerning the Estate.
- 2.7 The rules and regulations as described herein shall, unless the contrary appear from the contents, *mutatis mutandis* apply to all members, the members of their households, their guests, lessees, agents, employees and invitees.
- 2.8 The Developer and the Estate Architect has formulated the Architectural Guidelines contained in this document and has the right to amend and supplement them, as the case may be, from time to time.
- 2.9 The Architectural Guidelines shall have the status and be part of the rules and regulations.

### **3. ADMINISTRATION**

- 3.1 All contributions and/or levies are due and payable in advance on the first day of each and every month.
- 3.2 Interest will be levied on arrear accounts at 18% per annum.
- 3.3 A further penalty of R150.00 per month will be imposed on any account unpaid after 60 days, until such time that the account has been paid in full.
- 3.4 The Members (owners) may amend or add to the rules from time to time, as may be deemed necessary to ensure the happy and orderly co-existence of occupants.
- 3.5 The Association has the right to fine transgressors where any of the rules as stipulated by the Association and applicable common law have been

broken. Such fine will form part of the contribution and be due and payable on due date of payment of the contribution. This will, however, not jeopardize or exclude any other right/rights of the Association or any other person or instance to institute legal action against the transgressor in terms of the law.

- 3.6 A penalty, to be determined by the Committee of the Association and calculated on a daily basis according to tariffs determined by the said Committee will be imposed on an owner should the construction of the improvements (house) on his Erf not be concluded within 2 years from the date of registration of the transfer of ownership to the first owner (purchaser) of the specific Erf. If the construction is not completed within 1 year from commencement thereof, the owner shall also be subject to the payment of a penalty, calculated as aforementioned.
- 3.7 Summons will be issued in cases of arrear accounts or breach of any of the rules imposed and the legal costs of an attorney and own client basis in respect thereof will also be for the account of the owner who is in arrears.
- 3.8 The Committee may amend or add to the Management Rules and Regulations from time to time, as may be deemed necessary to ensure harmonious co-existence of residents.
- 3.9 Any aspects occasioned in enforcing the rules and regulations will be for the account of the transgressor.

#### **4. BUILDING AND ARCHITECTURAL STANDARDS**

A Functional Habitat Master Plan (“the Master Plan”) will be made available to all owners and all development must comply with the principles contained therein.

All new building plans should be in accordance with the Building and Architectural Guidelines applicable to the development, and must be approved by the Developer. Building plans in respect of any additions, renovations and alterations to existing structures shall be approved by the Association. Architectural Guidelines are attached as Annexure C3. Only building plans drawn by the Estate Architect will be allowed. In exceptional circumstances the Owner may employ the services of an Architect of his choice subject to written approval by the Developer on terms and conditions as imposed by the Developer. The Building and Architectural Guidelines form an integral part of these Rules and Regulations.

**5. BUILDINGS AND BUILDING OPERATION REQUIREMENTS**  
(See Environmental Management Plan)

5.1 General

- 5.1.1 All buildings must be erected in accordance with the Developer/Estate Architect approved building plans.
- 5.1.2 If an owner wishes to extend or amend his buildings after construction, he shall first obtain the approval of the Association and the local authority.
- 5.1.3 Not more than one dwelling house may be erected upon each Estate.
- 5.1.4 It is the duty of the members to ensure that their contractors and/or project managers and/or sub-contractors and/or suppliers is/are made aware of these rules and complies therewith. In this regard these rules shall form part of and deemed to be incorporated in any building contract concluded in respect of any land on the Estate. Failure to comply with these rules shall result in charging of a penalty as laid down by the Association from time to time and/or suspension of building activities and/or denied access to the Estate for project managers, contractors, suppliers or their labourers and/or civil litigation without prejudice of any other rights or remedies available to the Association.
- 5.1.5 Owners are responsible to ensure that all building rubble is removed from the Estate.
- 5.1.6 The owner must supply a copy of the Estate Rules to the contractor and the owner takes responsibility that the contractor will adhere to them. Members are obliged to bring these rules to the attention of building contractors and are also obliged to ensure that these rules are observed. Members must include a reference to these rules in their building contracts. The Association has the right to terminate any building activity that takes place in contravention of these conditions and the Association shall not be liable for any resultant loss or damage incurred.
- 5.1.7 Builders are required to take all necessary precaution to prevent damage to the roads, stone walls, other infrastructure, etc. and will be held responsible for any costs to repair damage by the builder, contractors, sub-contractors, their respective employees alternatively their respective agents.



- 5.1.8 The requirements of the National Building Regulations with regard to noise, dust, working hours and temporary toilets and sheds will be strictly enforced.
- 5.1.9 Every member (Purchaser) and building contractor must sign the rules regarding building activities and it is the final responsibility of the member to ensure that these rules are strictly adhered to. The Builder must pay a deposit of R10 000.00 to the Association as security for possible damage to the common Estate during building operations. Common Estate will also include roads and servitudes. The deposit or part thereof will be refunded free of interest at the end of the building operations.
- 5.1.10 No building operations shall be executed on Sundays and public holidays and the annual builders December/January recess under any circumstances.
- 5.1.11 The Developer has appointed an Estate Architect who has the exclusive right to design all the building plans, subject to the exceptional circumstances as set out in Clause 4 *supra*.
- 5.1.12 Any registered owner must use a panel appointed builder to conduct his construction subject to all rules, regulations and requirements as contained in this document or as referred to in the aesthetical guidelines, or any such rules, regulations and requirements as may be determined by the developer from time to time.
- 5.1.13 All building plans have to be approved by the Developer and the Local Authority as required, before the commencement of any construction or alterations.
- 5.1.14 Any damage caused to any Estate on the Estate by any member, contractor, sub-contractor or supplier shall be required to be repaired/rehabilitate to the satisfaction of the Association. Failure on the part of any transgressor to so repair or make good the damage, shall entitle the Association to effect such repairs and debit the member with the cost thereof and may lead to the suspension of activities and/or denial of access to the Estate, and/or civil litigation without prejudice to any other right or remedies available to the Association and further subject to the fines and penalties as set out in Clause 2.15 of the Architectural Guidelines (Annexure C3).
- 5.1.15 The Association reserves the right to institute further controls in respect of any building activities or supply of any products or

services on the Estate. Such controls shall also be binding on all members, contractors, sub-contractors, suppliers and labourers operating on the Estate.

5.2 During building stage

- 5.2.1 Concrete, mortar and plaster must be mixed on/or in waterproof surfaces or containers and no run-off or leakages will be allowed. Damage to the soil and the rehabilitation thereof will be for the builder's account.
- 5.2.2 Building operations and auxiliary processes must take place as close to the parameter of the buildings as possible in order to cause as little damage as possible to the natural surroundings/conservation area/open spaces.
- 5.2.3 Proper control over workmen and sub-contractors with regard to noise, language or trespassing is required. No gathering of wood or open fires are allowed.
- 5.2.4 Transport to and from site is the sole responsibility of the contractor/project manager/builders and no workers/sub-contractors are allowed to move to and from the site unaccompanied. All material is to be off-loaded only on the Estate and contractors/suppliers are not allowed to off-load in the streets/conservation areas/open spaces.
- 5.2.5 Building rubble and excess materials must be removed from site on a regular basis.
- 5.2.6 All service trenches must be filled and properly compacted to prevent gradual subsidence thereof.
- 5.2.7 Advertising boards and/or hoardings or similar exhibitions at the entrance to the Estate or along the security fence around the Estate will not be allowed. One board per site will be allowed to be erected in the position as approved by the Grounds Manager of the Estate. Advertising boards must be removed at the completion of the project or the occupation of the site whichever happens first.
- 5.2.8 The owner/contractor must supply his workers with the necessary sanitary facilities on the Estate and rubbish may under no circumstances be incinerated on the Estate.
- 5.2.9 Building activities will be allowed from 06:00 to 18:00 on weekdays from Mondays to Fridays. No building activities will be

allowed on Saturdays, Sundays, public holidays and during the December builder's holidays.

5.3 At completion

5.3.1 The Builder shall:

5.3.1.1 Ensure that the site has been cleaned properly and that all unused material has been taken away.

5.3.1.2 Check that all service connections have been executed and linked properly and that no leaks occur in the service lines.

5.3.1.3 Remove all temporary sheds, shelters, toilets and other temporary structures and make good any damage to the site.

5.3.1.4 Arrange a meeting with the Estate Architect of the Estate for a site inspection in order to determine whether all the requirements as set out above had been met. If so, a certificate of compliance will be issued by the Estate Architect. If not, a list of outstanding items will be drawn up. When these items have been attended to, to the satisfaction of the Estate Architect, a certificate will be issued. The deposit or part thereof as applicable will then be refunded.

5.4 Occupancy

Only after a certificate of compliance had been issued by the Estate Architect can occupancy of the property take effect.

**6. FINES**

6.1 The fine applicable for a transgression is R200.00 per individual transgression or where the individual transgression is of an ongoing nature R200.00 per month.

6.2 Fines will be added to the monthly levy account of the Estate where the transgressor resides as owner or as lessee or the Estate where the transgressor is an owner or the Estate where the transgressor is a member, director or owner of such Estate.

6.3 Fines will be payable within 30 (thirty) days after it had been levied in terms of the account, failing which the Board of Directors can institute further action.

- 6.4 If the transgressor reverts to the procedures in terms of section 13, all further steps will be suspended until finalization of the process envisaged in section 13.

**7. USE OF ESTATE**

- 7.1 Owners may only use their properties for residential purposes and no business may be conducted upon it.
- 7.2 No person is allowed to use his Estate or the common Estate (road, servitude area, etc) in such a manner that it causes a nuisance, annoyance, discomfort or disturbance to any other person, the natural surroundings nor to the animals contained within the estate.

**8. CONDUCT OF A BUSINESS ON A RESIDENTIAL STAND**

- 8.1 Any owner who wishes to conduct a business on a residential stand in the Estate must first apply to do so.
- 8.2 The application must be addressed in writing to the Board of Directors (Committee) who will distribute the application to all owners via e-mail and/or notice board at the main entrance gate, at least 30 (thirty) days before the Directors' Meeting on which the decision will be taken.
- 8.3 The application must contain the permission from the Local Authority where necessary.
- 8.4 The Committee must make a decision on the application within 30 (thirty) days of their meeting on the application.
- 8.5 Any objection of an owner against the application must be addressed to the Committee in writing and must state the nature and detail of the objection against the application. Objections must be handed in to the Committee prior to the relevant meeting.
- 8.6 Any application must contain the opinions of all immediate neighbours of the specific stand. The immediate neighbours are all owners of stands which border the stand of the Applicant. When determining the term neighbours, all roads and servitudes in the Estate are ignored. Should more than one neighbour object, the application will be rejected without any further consideration.
- 8.7 The application must include a business plan with specific reference to the number of employees and whether they will be full time employees or not.

- 8.8 No boards containing advertisements will be allowed on any Estate.
- 8.9 Only an owner who resides in the house will be allowed to conduct a business from the stand after approval of the Committee. For the purposes of this paragraph, owner includes also the spouse of the owner, life partner or family member whom resides on the property.
- 8.10 No hazardous substances may be used or stored on any stand.
- 8.11 The application must include a declaration from the Applicant indemnifying the Committee and the Association against any claims which might arise from the conducting of the business.
- 8.12 The Committee is entitled to evaluate the successful Applicant's business at any given time and can immediately withdraw the approval for the conducting of the business with immediate effect should the Applicant, in the Committee's opinion, not comply with the rules and regulations laid down as conditions for conducting the business or if the Committee receive complaints and/or objections from other owners after the initial approval was granted and such complaints and/or objectives were considered favourably.

**9. GENERAL RULES**

- 9.1 Owners must ensure that all household waste must be placed in bins designed for that purpose and will be removed in such a manner as determined by the Association/Municipality.
- 9.2 No person is allowed to bring any explosive device and fireworks into the township and the detonation thereof is strictly prohibited. The application of "ketties" is prohibited. Firing of any firearm calibre is prohibited.
- 9.3 Generators may not be used except when authorized thereto by the Association. Light industrial equipment such as grinders etc may only be used in constructing features on the property and not for manufacturing.
- 9.4 Owners are obliged to fully inform a purchaser of all his rights and obligations as a result of ownership and as contained in this document. An appropriate clause to this effect must be incorporated in the deed of sale. The deed of sale must be submitted to the Association for confirmation that the required clause is contained therein. See Clause 14 *infra*.
- 9.5 Owners are responsible to pay the levies as imposed by the Association in order to enable the directors to settle the expenses of the township.

- 9.6 No transfer of any properties may be registered in the Deeds Registry unless a clearance certificate has been issued by the Association as provided for hereinafter. A fee is payable for the issue of each clearance certificate. The Developer is entitled to register this requirement as a restrictive condition against the title deed of the property.

**10. SPEKBOOM RIVER ESTATE RESIDENTS' ASSOCIATION**  
(ASSOCIATION INCORPORATED IN TERMS OF SECTION 21)

10.1 Membership:

- 10.1.1 Every owner automatically becomes a member upon registration of a stand in the township, in his name;
- 10.1.2 Every member has one vote in respect of each stand/property owned in the Estate regarding the appointment of a Management Committee member. Once a member has cast these votes he will not have any further votes at the annual general or special meetings of the Association for this purpose;
- 10.1.3 Regular meetings will be held as provided for in the Constitution Memorandum and Articles of Association of the Association;
- 10.1.4 The members will appoint the Management Committee by means of an election at the Annual General Meeting.

10.2 Committee Members:

- 10.2.1 The main task of the Committee Members is to attain the objectives of the Association;
- 10.2.2 Committee Members are responsible for the implementation of the Rules and Guidelines and the administration of the Association;
- 10.2.3 Committee Members must determine the levies payable by owners and take appropriate steps to collect same when due. Interest and a penalty can be levied on arrear payments;
- 10.2.4 The Committee Members will prepare a budget for approval by members at its annual general meeting;
- 10.2.5 The Committee Members must issue a clearance certificate before any stand may be transferred. This clearance confirms that an owner has paid all monies due to the Association, that the deed of

sale obtains the required clause and that the owner is not in breach of the Rules and Guidelines and that the new purchaser has bound himself to become a member of the Association;

10.2.6 The Management Committee will oversee the day to day running of the Association.

## **11. SAFETY AND SECURITY**

- 11.1 Safety and Security protocol at the gate must be adhered to at all times. A company specialising in this field shall be appointed by the Association.
- 11.2 Every owner must conscientiously enforce the safety and security protocol for permanent workers, temporary workers, contract representatives and his employees. All persons entering and leaving the Township (Estate) must report to the official on duty and complete the required information in a register. All non-owners must have permission from an owner to visit the Township (Estate).
- 11.3 Every owner must ensure that all contractors in his employ adhere specifically to the safety and security stipulations and the conditions with regard to the contractor activity.
- 11.4 Perimeter walling and fencing serve as a deterrent and are not a guaranteed buffer to exclusion. All attempts of burglary or instances of fence crawling must be reported forthwith to a member of the security staff, and/or Association. Owners must take all necessary steps to ensure that the security fence is not damaged.
- 11.5 Safety and security is an attitude, all owners and residents need to enforce and apply safety and security measures to make it work. Do not hesitate to question suspicious persons. The security officials/anti poaching team will conduct 24 hour patrol and security checks on the Estate.
- 11.6 Should residents install burglar alarm systems to their residences, they are required to be compatible with the main estate security system.
- 11.7 The Association recommends all residents to install a home security system as soon as possible after taking occupation of their homes, and link the system to the response company appointed by the Association. The response company must have the ability to disarm the alarm.
- 11.8 Members and contractors shall treat the security personnel in a co-operative and respectful manner.

- 11.9 Every member shall request visitors to adhere to the security protocol, and shall advise security personnel in advance of pending arrivals of visitors, vehicle registration numbers and destinations.
- 11.10 Members shall report any suspicious actions or people to the security personnel/anti poaching team.
- 11.11 Members are advised to inform the Estate/Security Manager when going on holiday.
- 11.12 Domestic workers and gardeners in the employment of any Member shall obtain access cards from the Manager at the prescribed fee. Members have to apply in writing for access cards providing a copy of the employee's identity document.
- 11.13 Main Gate
- 11.13.1 Only owners, visiting guests of the owners, domestic employees of owners, employees of the Association, security personnel of the Association and emergency personnel will be allowed to enter via the main gate of the Estate. No contractors of any kind, which will specifically include building contractors and sub-contractors and their employees or agents, will be allowed to enter via the main gate unless accompanied by the owner.
- 11.13.2 No deliveries will be allowed to be made via the main gate of the Estate.
- 11.13.3 In exceptional circumstances, arrangements can be made with the Grounds Manager of the Association, who can within his sole discretion allow exceptions to the rules regarding the main gate.
- 11.13.4 All owners must be in possession of an electronic entry tag. The administration office must be informed immediately if such a tag is lost or stolen.
- 11.13.5 It is prohibited for owners to apply for, give or borrow an electronic entry tag to building contractors and their employees or agents, sub-contractors and their employees or agents, architects, Estate agents or any other contractors.
- 11.13.6 In the absence of the owner, estate agents will only gain access if access had been arranged with the Grounds Manager or administration office of the Association.



11.13.7 In the event where an owner employs a private security firm, a copy of such employment or service contract must be submitted to the security committee of the Association for approval.

11.14 Domestic and garden personnel

11.14.1 Domestic and garden personnel must at all times be in possession of identification cards to be allowed to move freely on the common areas of the Estate. These identification cards should be carried on the said personnel and must be visible at all times when moving around on the Estate. Identification cards are only valid for the period of one year after which it should be renewed by the owner. It is the responsibility of the owner to ensure that their personnel's identification cards are valid.

11.14.2 If the employment contract that exists between the owner and an employee is terminated, the administration office of the Association must immediately be informed of this accompanied with the particulars of the employee and his/her identification card.

11.15 Service Gate

11.15.1 Only an owner whose builder has paid the builder's deposit, who is in possession of building plans approved by the Association who has further paid for the connection of water and electricity to his stand and who has a chemical toilet available on the stand, will be allowed entrance from the service gate to commence building activities on his/her stand.

11.15.2 Deliveries that exceed the maximum tonnage of 8 ton on gross vehicle mass will not be allowed entry at the service gate.

11.15.3 Every entrant except owners is obliged to have in their possession an identification document for entry at the service gate.

11.15.4 The service gate will be open on the following days and times:

Mondays to Fridays	06:00 to 18:00
Saturdays	06:00 to 15:00
Sundays	No Entry
Public Holidays	No Entry

- 11.15.5 No contractors or sub-contractors, their employees or their agents will be allowed to enter the Estate between the 15<sup>th</sup> of December and the 4<sup>th</sup> of January for construction purposes.

#### 11.16 General Rules

- 11.16.1 The security committee and/or the security personnel and/or the Estate Grounds Manager may refuse entry to anyone, including contractors, sub-contractors and their respective personnel and/or agents if these persons:
- 11.16.1.1 Litter
  - 11.16.1.2 Exceed the speed limit
  - 11.16.1.3 Make open fires
  - 11.16.1.4 Gather wood
  - 11.16.1.5 Remove any Fauna and Flora, whether it is still living or not from the Estate
  - 11.16.1.6 Is a nuisance to the animals on the Estate
  - 11.16.1.7 Does not use the official roads of the Estate (off road)
  - 11.16.1.8 Dump
  - 11.16.1.9 Cause excessive noise
  - 11.16.1.10 Disturb the peace
- 11.16.2 Contractors and sub-contractors and their respective personnel and/or agents must limit their movement to only the specific stand where they are employed and/or contracted to.
- 11.16.3 Contractors and sub-contractors and their respective personnel and/or agents as well as owners, can be held liable for any damages that have been caused by them on the Estate.
- 11.16.4 The security personnel/anti poaching team are allowed to search the contents of any vehicles of contractors and sub-contractors and their personnel and/or agents as well as visitors of owners and residents. A refusal to a reasonable request to conduct a search will immediately cause that entry to the Estate is denied.
- 11.16.5 All building sites are to be kept clean at all times.
- 11.16.6 Building sites shall be screened on all sides (excluding the road boundary) with Hessian or a green shade cloth fence (minimum 80% density) at 1.8 m high, secured with 5 strand wires with droppers at 2 m intervals. This screening is to be maintained

until completion of the project. No building related activity may encroach onto the open spaces.

- 11.16.7 No concrete, dagma, cement or any building materials may be stored (even temporarily), messed or prepared or spilled on any of the roadways or pathways/conservation area/open spaces.
- 11.16.8 Materials that are off-loaded by suppliers or contractors may not encroach onto any adjacent site/conservation area/open space, unless written permission has been obtained from the owner of such site. The contractor is also responsible for the removal of any sand, cement, rubble, waste and refuse that may be washed or blown onto the road or pavement. Where delivery of materials is impossible due to the topography of the stand or sidewalk as such the materials shall be off-loaded at a secure site outside the Estate and delivered to the site by means of alternative transport.
- 11.16.9 Contractors shall provide adequate facilities for the disposal of rubble, waste and refuse and ensure that their labourers utilize these facilities. The use of a wastage/refuse bin (210 litre drum) or skip on every building site is mandatory. No rubble, waste or refuse may be burnt or buried on site. No form of paper, plastic bags, empty food or beverage containers, cement bags, tile off cuts, ceiling boards, roof tiles, rubble or the like are to be left lying around on any building site, adjoining stand, the open spaces, roads or sidewalks.
- 11.16.10 Contractors shall ensure that the open spaces, storm water systems, roadways, and pavements at the relevant building site are at all times kept clean and tidy and free from obstruction.
- 11.16.11 Pollution and contamination of groundwater and run off water is of particular concern. Contractors shall ensure that special care be taken in the handling, disposal and cleaning-up operations.
- 11.16.12 No fires shall be made on the Estate.
- 11.16.13 Contractors shall provide approved chemical toilet facilities or a temporary connection to the main sewerage system with water flushing, for use of labourers on all building sites. No 'long drops' shall be permitted. To prevent blockage of the sewerage system only toilet paper shall be used. Contractors shall ensure that toilet structures and changing facilities are suitably screened from the public view. An enclosure of a

minimum of 1.8 m high above natural ground level around the ablution area is required and should be big enough to allow labourers to change and wash inside such enclosure. **‘Zero tolerance’ rule shall apply – No screened toilet, No work.**

- 11.16.14 The site notice board shall not exceed 925 mm x 925 mm in size. The stand number shall also be displayed on such boards. Boards shall only be displayed once construction has commenced, except in the case of a sub-developer, in which event only one board, shall be allowed. Boards are to be removed once the residence is occupied.
- 11.16.15 The general speed limit on the Estate is 30 kph. Speeding, disregard of stop signs, reckless driving and any other public traffic offences shall not be tolerated. Due care must be taken that roads are not blocked during loading and off-loading at any building sites.
- 11.16.16 No pets, birds or domestic animals belonging to contractors or and/or labourers shall be permitted on the Estate.
- 11.16.17 Excessive noise, including loud talking, shouting or whistling by labourers, radios, hooters and revving of motor vehicles and repairs to such vehicles, shall not be permitted.
- 11.16.18 No direct connections to the Escom boxes or extension leads or power tools shall be allowed. Escom approved electrical connections shall only be done by Escom or the Escom approved electrical contractor.
- 11.16.19 Contractors and/or suppliers operating within the Estate shall comply with all relevant statutory requirements as set by, *inter alia* the Local Authority, national or provincial government or other relevant institutions. These requirements shall include but not be limited to registration, labour relation issues, and liability insurance in respect of third parties, accidents and injuries.

## **12. ENVIRONMENTAL MANAGEMENT**

- 12.1 No rubble or refuse should be dumped or discarded in any public area, private open space, streets or water features/conservation area.
- 12.2 A particular appeal is made to residents to leave open spaces they visit spotless. Residents are requested to develop the habit of picking up and disposing of any litter in the open places.
- 12.3 Swimming pool water may not be discharged onto the grassed veldt areas/conservation areas/open spaces but must be channelled into an underground drainage system prescribed by the Association.
- 12.4 Vacant stands must be kept clean and clean from exotic plants on a regular basis to the satisfaction of the Association, and if not maintained, the Association reserves the right to clean the stand at the owner's expense.
- 12.5 Residents and their visitors' use of open areas are entirely at their own risk at all times.
- 12.6 Dams and streams:
  - 12.6.1 No motorized boat, wet bike, jet ski or other floating object is allowed on any dam or stream.
  - 12.6.2 Canoes and rowing boats will only be allowed in areas designated for that activity by the Association. The main purpose of this is to preserve the privacy and peace and quiet of stands on the dams and streams.
  - 12.6.3 Fishing on the estate will be prohibited.

## **13. FAUNA AND FLORA**

Owners or their families, friends, visitors, lessees, contractors, sub-contractors, agents and employees as well as the employees and/or agents of the aforementioned are **not** allowed to:

- 13.1 Collect, gather or disturb any wood in the veldt.
- 13.2 Introduce or plant any foreign or exotic vegetation and owners must ensure that their stand is free from all exotic vegetation and weeds. Owners are encouraged to only introduce indigenous plants as listed on the recommended plant list. If uncertainty exist whether plants are exotic

the Estate Botanist will decide the issue and his/her decision would be final.

- 13.3 Hunt, kill, injure or disturb any wildlife.
- 13.4 Pollute the waters of the dam and river as well as the dams and/or ponds and river that exist on the Estate.
- 13.5 Litter on the Estate and allow that their Estate becomes polluted by rubble and/or other chemicals.
- 13.6 Fires may only be made in fireplaces specifically constructed for this purpose alternatively formal braais, and owners must ensure that a fire is properly extinguished afterwards.
- 13.7 Flora may not be damaged or removed from any public or private open space.
- 13.8 Fauna of any nature may not be hunted, teased, disturbed, chased or trapped be it by people or by animals.
- 13.9 No trees or plants may be removed from any stand without the permission from initially the Developer and pursuantly the Association.
- 13.10 Residents are responsible for watering trees, plants and shrubs planted on pavements adjacent to their properties.
- 13.11 Residents must ensure that there is no declared/exotic noxious flora in their gardens.
- 13.12 Residents are recommended to plant indigenous flora and can approach the estate botany specialist for advice.
- 13.13 Breeding, Feeding and luring birds:
  - 13.13.1 Residents may install birdfeeders and birdbaths which are ecologically and aesthetically acceptable to attract endemic birds. The Association's decision on any dispute in this regard will however be final.
  - 13.13.2 Large scale encaged breeding of birds shall not be allowed.
  - 13.13.3 Designated bird watering areas will be allocated by the Association.

#### **14. PUBLIC OPEN SPACES**

- 14.1 All public open spaces are for the benefit of owners and their guests and must be used in accordance with the rules applicable to the particular site.
- 14.2 The entry to all facilities and/or public areas as well as the use thereof is entirely at the user's own risk.
- 14.3 All servitude areas and nature walks are only for the benefit of hikers and cyclists. No vehicles, motorbikes or quad bikes (except security vehicles) are allowed to use these servitude areas.

#### **15. ROADS WITHIN THE DEVELOPMENT**

The roads within the development are for the movements of all occupants, whether by foot or mechanical means.

- 15.1 The maximum allowable speed limit on all roads within the Estate is 30 km per hour.
- 15.2 Only roads designated by the Association may be travelled on by motor vehicles. Other roads may be travelled on only by bicycle or by foot.
- 15.3 Only motor vehicles will be allowed. No motor cycles or quad bikes will be allowed.
- 15.4 The streets and roads of the township (estate) are for the movement of all residents, whether it be by foot, running shoe, roller skate, bicycle, trucks delivery, vans, busses or cars. Note that cars are considered to be part of the street environment, but not necessarily the dominating factor.
- 15.5 Vehicles must be driven with care in order not to constitute a danger to other persons or animals crossing.
- 15.6 Save for the above, the Road Traffic Legislation and Laws or any amendment thereof is still applicable throughout and on roads in the township (estate).
- 15.7 Vehicles must be parked on the parking areas.
- 15.8 Parents are responsible for ensuring that their children are kept off the streets and kept under control at all times, particularly toddlers and children under the age of 12 years.

- 15.9 Abnormally large vehicles may only travel on roads within the Township (Estate) if prior written approval had been obtained from initially the Developer and pursuantly the Association.
- 15.10 Engine powered vehicles are not allowed to drive anywhere except in the streets of the township (estate).
- 15.11 The use of any motor cycles or any vehicles with noisy exhaust systems is prohibited.
- 15.12 All road and traffic signs must be adhered to as well as road traffic rules especially, but limited to traffic rules in respect of road islands.
- 15.13 All owners, their families, friends, visitors, lessees, contractors, sub-contractors, agents and employees and/or agents of the aforementioned must comply with the normal rules and regulations applicable to the use on National Roads and must comply with the provisions of the Roads Traffic Act.
- 15.14 Owners are responsible for adherence to the speed limit of 30 km per hour by their families, friends, visitors, lessees, contractors, sub-contractors, agents and employees as well as the employees and/or agents of the aforementioned.
- 15.15 Vehicles are not allowed on the cycling/walking trails and/or servitudes. Only security vehicles are allowed on these trails for patrolling purposes, if necessary.

## **16. GOOD NEIGHBOURLINESS**

- 16.1 No business activity or hobby, which would cause aggravation or nuisance to fellow residents, may be conducted, including, but not restricted, to auctions and jumble sales.
- 16.2 No activity causing noise which is disturbing to neighbours will be allowed.
- 16.3 Refuse and garden refuse must be contained in approved bins on designated positions and must be secured against damaging by rodents or wild life and may not be placed on the pavement, except early on day of collection.
- 16.4 Each stand owner is responsible for maintaining the area between the kerb and the boundary of his stand in a clean and pleasing condition.



- 16.5 Garden fences and/or walls and outbuildings forming part of the streetscape should be regularly maintained and painted where necessary.
- 16.6 Building material may not be dumped on the sidewalks under any circumstances.
- 16.7 No trees, plants or sidewalk lawn may be removed without the permission of the Association. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
- 16.8 Gardens abutting into streets and open areas must be kept neat and tidy at all times.
- 16.9 No advertisements, publicity material or advertising boards or hoardings may be exhibited or distributed without the consent of the Association.
- 16.10 No fireworks of any description may be used anywhere on the estate.
- 16.11 No habitation of any mobile home or caravan on any erf in the township (estate) will be permitted.
- 16.12 No boreholes on any stand will be permitted in the township.
- 16.13 Members shall ensure that washing lines, trailers, boats and any objects deemed to be an eyesore are kept and/or stored out of the public view and screened from neighbours.
- 16.14 No Wendy houses/tool sheds are allowed. Dolls houses (only natural wood colour or matching the existing house colour) not exceeding 1½ m<sup>2</sup> are allowed.
- 16.15 Landscaping of the open spaces shall be certified by an authorized representative of the Association. Only indigenous flora shall be allowed. Members are also encouraged to plant indigenous plants, shrubs and trees in their gardens.
- 16.16 Littering and dumping anywhere on the Estate are strictly prohibited.
- 16.17 Foreign fauna may not be introduced or let free on the Estate.
- 16.18 No activity or hobby that could cause aggravation, nuisance or a security risk to fellow members is allowed.
- 16.19 Volume of music or any musical instruments shall be at a level which shall not cause an irritation to neighbours and shall cease completely at 22:00.

- 16.20 No communes shall be permitted.
- 16.21 All motor vehicles, scooters are to be operated at generally acceptable noise levels. They shall be roadworthy and licensed and riders shall wear helmets and shall be licensed to drive such vehicles. No motorized vehicle of any kind shall be allowed on the public walkways, with the exception of security vehicles.
- 16.22 No weapons of any description (including category 1 and 2 pellet guns and air guns, cross bows and arrows or ketties) shall be used or discharged on the Estate.
- 16.23 Parking on sidewalks, in streets opposite or on traffic islands and on the public spaces is prohibited.
- 16.24 Mowing and trimming of lawns on Sundays is prohibited.
- 16.25 No major gathering or parties on any of the open spaces shall be allowed unless prior written permission from the Association has been obtained.
- 16.26 No postal street deliveries shall be allowed in the Estate. Members shall be responsible for arranging their own private post boxes.

**17. VISITORS, CONTRACTORS AND EMPLOYEES**

- 17.1 The owners and occupants of any stand within the township (estate) are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the rules.

Every owner must ensure that contractors in his employment adhere to the stipulations of the conditions with regard to contractor activity.

- 17.2 The owner may not allow more than 10 (ten) people overnight on his stand.

17.3 Resident's Visitors

All visitors visiting residents on the estate must sign a register at the Estate entrance. Residents should notify the security entrance of visitors beforehand.

17.4 Sales Office Visitors and Potential Buyer/s

17.4.1 Visitors and/or potential buyers to the Sales Office will only be allowed on the estate during normal sales office hours as specified.

17.4.2 Outside sales office hours, the developer or his attorney can be contacted to receive the potential buyers.

17.4.3 All visitors shall comply with any security arrangements that may be in place.

17.5 Resident/Stand Owner

All residents and/or stand owners shall comply with any safety and security arrangements that may be in place.

17.6 Domestic Workers and Casual/Permanent Labourers/Gardeners

17.6.1 All regular domestic workers and gardeners will enter the estate from the main security gate only.

17.6.2 The Security will have a list of permanent gardeners/labourers and domestic workers that will be supplied by the residents and will be updated regularly. It is the responsibility of the resident to inform the security of any such changes, day of work, etc. This list will be matched/compared to the employee's casual worker's ID Book for confirmation.

17.6.3 Residents who enter the estate with their domestics and/or casual workers will take full responsibility of these workers. ID Books will still be required and the casuals must be signed in by the resident at the security gate.

17.6.4 All members shall ensure that their gardeners, domestic workers and/or visitors do not cause any disturbance and ensure that their vehicles are not parked or worked on in the streets and/or the public open spaces and do not pose any risk to security in the Estate.

17.6.5 All gardeners and domestic workers shall have valid access cards and be able to produce same upon request.

## 17.7 Labourers

- 17.7.1 Contractors shall make application to the Association for access cards for all labourers employed by them. Such cards shall be available upon registration and payment of the prescribed fee.
- 17.7.2 Loitering by labourers shall not be permitted on the Estate.
- 17.7.3 Labourers shall only be permitted to enter or exit through the designated gate.
- 17.7.4 Contractors and/or labourers entering the Estate on an ad hoc basis, for a maximum of 3 days at a time, e.g. glazers, under floor heating specialists, landscapers and cleaners, shall obtain temporary permits. Temporary permit holders shall only be allowed on the Estate between 07:00 and 16:00 during weekdays.
- 17.7.5 All labourers shall be transported to and from their place of work by the contractor. Labourers working on more than one site and who have to move between sites shall only do so by means of transport by the contractor.
- 17.7.6 The contractor shall ensure that there is adequate protection to prevent any damage to roads and any infrastructure. Failure to do so could result in fines or deductions against the development deposit.
- 17.7.7 Contractors shall be responsible for the discipline of their labour force and all sub-contractors utilized by them whilst on the Estate.
- 17.7.8 Any dispute between the contractors and their labourers shall be settled outside of the boundaries of the Estate.
- 17.7.9 Contractors and their labourers shall not disturb any fauna and flora.

## 18. HORSES

- 18.1 Only the designated person/people/legal personae are allowed to keep horses on the Estate provided that they are stabled in the Estate's stables.

**19. PETS**

- 19.1 No wild animals or livestock may be kept in the township (estate).
- 19.2 Pets are allowed on the Estate provided that:
  - 19.2.1 The owner accepts full responsibility for the pet and accepts that he/she will be held liable for any damage caused by the pet to the public open areas, and other owners' stand and indemnifies the Estate in total against such damage.
  - 19.2.2 The owner will ensure that the pet does not become a nuisance for any other owner or the fauna and flora on the Estate.
  - 19.2.3 All pets must at all times be kept in a fenced-off area and will only be allowed outside the fenced-off area if it is under the control of an adult and, in the case of dogs on a leash.
  - 19.2.4 An owner who wishes to keep a pet must apply for a permit from the Association. No pets of any kind will be allowed on the Estate without a valid permit.
  - 19.2.5 The permit cannot be transferred and is applicable to one pet only. A separate application for each individual pet must be submitted.
  - 19.2.6 All bitches and/or female pets must be sterilized before a permit will be issued.
  - 19.2.7 Inoculations against rabies must be done annually and the certificates of such inoculation must be filed at the administration office.
  - 19.2.8 The owner must furnish contact details in his application for a permit where he can be contacted at any time. The owner must inform the administration office of any changes regarding his/her contact details.
  - 19.2.9 Owners who wish to keep pets must ensure that their Estate is properly fenced-off to ensure that the pet will remain within the fenced-off area. The fence must at all times be properly maintained.
  - 19.2.10 All pets must be identified by a collar with its name on, the name of its owner as well as the relevant stand number at the Estate or a contact number of the owner.

- 19.2.11 A maximum of two small dogs per stand are allowed, however if an owner moves into the Estate and has more than two dogs such dogs may be allowed provided that the owner complies with all the other rules. If any of these dogs die or are otherwise disposed of by the owner, such dog(s) may only be replaced with a dog of small breed and up to a maximum of two dogs per stand. For illustrative purposes of this paragraph only, dogs weighing less than 20 kg in adult size will be considered as a small breed.
- 19.2.12 A permit to keep a pet at the Estate can be revoked by the Committee if the owner does not comply with these rules and the conditions of the permit.
- 19.2.13 If an owner keeps a pet or if a permit is revoked by the Committee for whatever reason, the Committee may remove the pet from the Estate.
- 19.2.14 No cats or farm animals will be allowed on the Estate.
- 19.3 No pets are allowed to roam the streets.
- 19.4 The Association reserves the right to request the owner to remove his pet should it become a nuisance in the township (estate), failing which the Association may catch and remove the pet.

## **20. LETTING AND RESELLING OF ESTATE**

- 20.1 Certain restrictions are imposed on the manner in which estate agents may operate in the township. In order to ensure that the rules applicable to the regulation of Estate ownership and occupation of the premises in the township are made known to new residents, the following rules relating to resale of stands shall apply:
  - 20.1.1 Should any owner want to let or resell his/her stand, such owner shall advise the Association in writing in advance.
  - 20.1.2 Only the owner or an accredited Estate Agent approved by the Developer or Association may be selected to manage the sale or lease. Agents may only operate on a “by appointment” basis, and must personally accompany a prospective buyer or lessee and are not allowed to erect any “For Sale” or “To Let” signage boards except for show houses at weekends and on public holidays.
  - 20.1.3 The accredited agent must ensure that the buyer/lessee is informed about and receives a copy of the Rules, Building and Architectural

Guidelines and any other administrative regulations and conditions applicable at the time with regard to Building Contractor activity.

20.1.4 A clearance certificate must be obtained from the Association certifying that all levies have been paid and no other monies are owed to the Association.

20.1.5 Owners are obliged to pay the levies as imposed by the Association.

20.1.6 No transfer may be registered in the Deeds registry unless a clearance certificate had been issued by the Association or its designated representative. Fees payable for the issue of each clearance certificate will be prescribed by the Association according to its discretion. A clearance certificate will not be issued if:

20.6.1.1 The owner had not complied with the Architectural Rules

20.6.1.2 Any levies or fines are outstanding

20.6.1.3 There is no appropriate clause in the deed of sale in terms of paragraph 20.1.8

20.1.7 An approval granted to the seller (in case of resale) or lessor, prior to the time of sale or lease must be communicated to the buyer or lessee at the time of purchase or lease. Failing this, the buyer or lessee will have recourse against the seller or lessor.

20.1.8 The seller or lessor of a stand in the estate shall ensure that the sale or lease agreement contains the following clauses in the case of reselling or letting:

“Association”

The purchaser acknowledges that upon registration of the stand into his name he automatically becomes a member of the Association and agrees to do so subject to the Constitution and Memorandum and Articles of the Association.” As well as rules and guidelines approved by the Association in respect of the township.

“Lease”

The lessee acknowledges that upon occupation of the premises, he and his family, his visitors and employees shall adhere to the rules and regulations as contained in the Rules and Regulations of the

Association. The lessor must personally ensure that the lessee receives a copy of these Rules, and any other administrative regulation applicable at the time and binds the lessee to the rules and regulations in the lease.

“Sale”

The Owner of any stand, or any subdivision thereof, or of any interest therein shall not be entitled to transfer such stand without the prior written consent of the Association, which shall not be withheld if any monies owing to the Association by the owner to date of transfer have been paid. Should the Owner sell the stand it will ensure that its Purchaser is made fully aware of the Association and the new Purchaser’s obligations of the Association’s Constitution and memorandum of articles and building time limit.

**21. INDEMNITY**

- 21.1 The residents’ use of the public open space areas is entirely at their own risk at all times. Every member of the Association hereby waives any right he may obtain against the Association to claim any damage incurred by virtue of damage to or loss of Estate or the personal injury of the member occasioned while anywhere in the Estate. Every member indemnifies the Association against any such claim made by the member’s spouse, child, parent, servant, employee, guest or invitee.
- 21.2 The Association shall not be liable in contract, delict or otherwise, and the members, their families, contractors, sub-contractors, suppliers, agents, employees, lessees, guests and invitees as well as all persons entering the Estate for whatever reason, shall hold the Association blameless and indemnify it against any claim of whatsoever nature (including direct, indirect and consequential loss), for any loss or injury of whatsoever nature and howsoever arising from or caused as a result of, or in connection with the residing on, the visiting to, the working or conducting of business of whatsoever nature, on the Estate, the performance of any of it’s functions and/or the rendering of any services, and/or the failure of the Association or it’s committees, its Directors, employees, contractors or agents, to perform any of its functions or the rendering of services or their omission, to perform such functions or render such services, including any loss or injury attributable to any negligent act or omission of the Association, its committees, its Directors, employees, contractors or agents and all such liability is expressly excluded.



**22. EMPLOYEES OF ASSOCIATION**

Owners are not allowed to request any work or favours *ex gratia* or for payment from any of the employees of the Association if such request is of a private or personal nature during the official working hours of the employee.

**23. NOTICES**

Any written notice addressed to an owner or occupant of the Estate occupied or owned will be deemed to have been received and its contents to have come to the addressee's notice if it is (at the volition of the Association) either delivered at the Estate to any person seemingly in occupation of the Estate and seemingly fourteen years of age or older or if it is attached to or slotted under what appears to be the main entrance door to the premises. If it is posted by prepaid registered mail to any postal address of which the owner may have advised the Association in writing, then ten days after posting thereof. If it is faxed, it is considered to be received by the addressee on the first business day following the day that the telefax is transmitted. If it is sent by e-mail, it is considered to be received by the addressee on the first business day following the day that the e-mail is transmitted.

**24. LEGAL COSTS**

If the Committee successfully institutes legal action against any person to enforce compliance with these rules, such person will be liable for the legal costs of an attorney and client scale.

**25. SALES TRANSACTIONS**

25.1 General

25.1.1 Only Accredited Agencies/Agents shall be allowed to operate on the Estate. Applications for accreditations shall be submitted to the Developer. The granting of such applications shall at all times fall within the sole and absolute discretion of the Developer or Association.

25.1.2 Accredited Agencies/Agents shall ensure that all purchasers of land in the Estate are made aware of the rules, the Architectural Guidelines and the Articles and furthermore that copies of such documents are made available to such purchasers.

## 25.2 Agents

### 25.2.1 Accreditation

The following accreditation process shall be followed:

The Agency shall:

- Complete and submit an accreditation application form to the Developer
- Pay the fees determined by the Association from time to time. The full annual fee shall be payable, irrespective of the date of accreditation.
- Submit a list containing the names and telephone numbers of all Agents and employees active on the Estate.
- Submit it, as well as their Agents' Fidelity Funds certificates issued by the Estate Agent Affairs Board.
- Submit its standard sales agreement to be used for all sales on the Estate for approval, **which shall at all times include the following:**

*It is recorded that the Spekboom River Estate Residents' Association has been incorporated (in terms of Section 21 of the Companies Act), to manage and promote the communal interest of the members of the Spekboom River Estate Bushveld Estate.*

*The purchaser agrees that:*

- *Immediately on becoming the registered owner of a stand, he will automatically become a member of the Association and will be bound by the Memorandum and Articles of Association of the Association.*
- *For as long as he is the registered owner of a stand, he will remain a member of the Association and be bound by its Memorandum and Articles of Association.*

- *Should he sell the stand he will ensure that his purchaser is made fully aware of the conditions of the Memorandum and Articles.*

*The following provisions are to be inserted in the title deed of the stand in this form or in such form as may be determined by the Registrar of Deeds, and are imposed as conditions in favour of the Association:*

- *The owner of the stand, or any subdivision thereof, shall not be entitled to transfer the stand, or any portion thereof, or any unit, or any interest therein, without the prior written confirmation of the Association that all amounts due to the Association have been paid in full and that all building rules have been complied with.*
- *Every owner of a stand, or any subdivision thereof, or of any interest therein, shall automatically become and shall remain a member of the Association and be subject to its Memorandum and Articles of Association until he ceases to be an owner of aforesaid. Neither the stand nor any subdivision thereof, nor any interest therein, shall be transferred to any person who has not bound himself to the satisfaction of the Association to become a member thereof.*
- *No improvement of any nature may be effected to a stand without the prior written approval of the Association and any building plans in respect of any improvements to be erected on a stand shall be subject to the prior written approval by the Association.*
- *The owner of a stand shall not alter the access to such stand without the prior written consent of the Association and the Local Authority.*

*The above provisions are for the benefit of the Association and constitute a stipulation alteri, which shall be deemed to have been accepted by the Association, unless advised to the contrary in writing, within 7 (seven) days from date of signing of the purchase agreement.*

### **25.2.2 Accreditation duration**

The accreditation shall endure for a period of 12 (twelve) months or any portion thereof, expiring on the last day of February each year and shall be renewable annually on the 1<sup>st</sup> day of March, by written application in the prescribed manner and payment of the prescribed fee.

### **25.2.3 Obligations of Agencies**

The Agencies shall:

- 25.2.3.1 At all times adhere to the provisions of the Articles and the rules and regulations of the association.
- 25.2.3.2 Apply for access to the Estate in terms of the Association's access control policy.
- 25.2.3.3 Accept responsibility for the actions of each of its Agents and/or employees.
- 25.2.3.4 Not in any advertisement, of any nature claim to represent the Developer or Association.
- 25.2.3.5 Not canvass, advertise, hand out flyers or similar material for Estate transactions on a door-to-door basis in the Estate.
- 25.2.3.6 Operate only on a 'by appointment' basis.
- 25.2.3.7 Not erect any advertising signboard in the Estate except one signboard on the pavement of the relevant stand.
- 25.2.3.8 Not use signboards exceeding 450 mm x 600 mm.
- 25.2.3.9 Display a show house tear flag banner with 'Show House' displayed on it, not exceeding 2.8 m in height. No other banners or flags shall be permitted on the relevant stand.
- 25.2.3.10 Only use free standing advertising signs provided such free standing signs are erected parallel and against the building line of the land for sale which shall not obstruct pedestrian flow or visibility.

- 25.2.3.11 Not use 'pointer boards' in the Estate.
- 25.2.3.12 Not erect any boards at the entrance to the Estate, traffic circles, intersections, parks or its surrounds and the public open spaces.
- 25.2.3.13 Erect only one 'For Sale' board on each land for sale.
- 25.2.3.14 Arrange for "Show Houses" on Sundays only between 11:00 and 16:30 and ensure that the activities at such show houses do not interfere with or causes a nuisance to the neighbours.
- 25.2.3.15 Ensure that all visitors to show houses obtain duly signed and stamped visitors' gate passes.

### 25.3 Obligations of the Associations

The Association shall:

- 25.3.1 Issue clearance certificates within a reasonable period on conditions that all requirements issued by the Association from time to time are duly met.
- 25.3.2 Upon date of accreditation furnish the Agencies with an electronic copy of the Constitution, Building Procedures, Architectural Guidelines, Rules and Regulations, and thereafter furnish the Agencies with all amendments thereto, from time to time.

### 25.4 Private Sale Transactions

The rules applicable to "Sales Transactions", shall equally apply to members electing to execute their own Estate transactions (i.e. without utilising the services of an Agency/Agent) except those rules which are within the context, not applicable. Written agreements utilised for such purpose shall be approved by the Association, in writing against payment of the prescribed fee of not more than 2% of the purchase price to the Association.

### 25.5 Breach

The Association and/or the Developer shall have the right to take whatever steps it deems necessary, including but not limited to, without notice, the immediate cancellation of the accreditation, in the event of breach of any of these rules.

25.6 Disclosure of information

Whereas the Association is in a confidential relationship with its members, the Association and/or the Developer shall not disclose any information relating to any member's details (i.e. ownership status, address, telephone numbers, etc.) to any Agency/Agent.