

ESTATE RULES

EYE OF AFRICA HOMEOWNERS' ASSOCIATION DISCLAIMER

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

PERIMETER SECURITY

The Estate has a security system comprising of perimeter security, access control, Thermal Cameras, CCTV and physical patrolling. The system is a detection system. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate.

The Estate is surrounded by an electrified fence, which could cause injury if touched.

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ESTATE RULES

PREAMBLE

The primary objectives of the Eye of Africa Homeowners' Association (EOAHOA) are, firstly, the promotion and enforcing of standards for community living so that Occupants may derive the maximum collective benefit there from, and, secondly, the maintenance of basic aesthetic standards to enhance property values in the Estate. It aims to provide Occupants with a superior quality lifestyle, offering safe and harmonious community living.

The EOAHOA's Memorandum of Incorporation provides for the establishment of a Board of Directors (The Board) to exercise certain of its powers. To achieve the EOAHOA's objectives, The Board has under these powers made certain conduct rules and have laid down certain architectural guidelines that are binding on all Occupants.

The pride of the Estate depends on the extent of the contribution of every Occupant towards maintaining a pleasant and safe environment as well as a neat and attractive streetscape.

The security of the Estate is regarded as paramount importance.

PART I – GENERAL CONDUCT

1. Definitions

In these Rules, unless the context indicates otherwise, the following words and expressions have the meanings attached thereto:

- 1.1. **Building Contractor:** Any person who engages in the construction of a new dwelling or additions to, or the alteration or renovation of, an existing dwelling or the erection of a pergola, fence or boundary wall or the laying of paving, whether for himself or herself or on contract or subcontract for an Owner but does not include the Developer.
- 1.2. **Building Plans:** Building Plans for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of, an existing dwelling or for the erection of a pergola, fence or boundary or retaining wall or the laying of paving, but it does not include the Developer.
- 1.3. **Common Facilities:** Those facilities erected or constructed by the EOAHOA on its property and that may be used by all Occupants for the purposes, and on the conditions, determined by the EOAHOA from time to time.
- 1.4. **Memorandum of Incorporation:** The Memorandum of Incorporation of the Eye of Africa Homeowners' Association as amended from time to time.
- 1.5. **Architectural Review Committee:** The architect from time to time appointed by The Board for aesthetic control of all Building Plans prior to submission thereof for Municipality approval.
- 1.6. **Employee:** Any person engaged on a regular basis in the Estate by The Board, the Management, an Owner, a Building Contractor or a Service Provider, including a subcontractor and her or his workers.
- 1.7. **Environmental Control Officer (ECO):** An independent consultant, appointed by the developer, to oversee adherence to the EMP and to report on any deviations on incidents which require remedies, as more fully set out in the EMP document.
- 1.8. **Environmental Management Plan (EMP):** A document prepared by the Environmental Assessment Practitioner acting for the developer which sets out the management principles to be adhered to during the pre-construction, construction and post-construction (operational) phases of any construction project within the estate.
- 1.9. **Erf:** Any piece of land in the Estate with its own number on the Surveyor-General's General Plan and the title of which is registered separately in the Deeds Office and includes a section in a Sectional Title Scheme.
- 1.10. **Estate:** The township area provisionally called Eye of Africa Estate and to be registered in the office of the Registrar of Deeds as.
- 1.11. **The Board:** The Members of the Board of Directors appointed and elected from time to time in accordance with the provisions of the Memorandum of Incorporation.
- 1.12. **Levy:** The monthly subscription levied by The Board to defray the costs of managing and administering the EOAHOA.

- 1.13. **Management:** The agent appointed by The Board to assist it with the day-to-day administration of the Estate, its affairs, transactions and finances.
- 1.14. **Municipality:** The Midvaal Municipality.
- 1.15. **Occupant:** Any person residing in the Estate, irrespective of whether she or he is an Owner, a family member or relative of an Owner, or a tenant or boarder occupying property of an Owner in terms of a lease or any other arrangement.
- 1.16. **Owner:** The registered Owner of a single property or a sectional title unit in the Estate.
- 1.17. **Private Open Space:** Land reserved for the purposes of sport, playing, resting or other forms of recreation, the access to which is controlled by The Board.
- 1.18. **Service Provider:** Any person who performs a maintenance, installation or repair service in connection with a property in the Estate, whether for himself or herself or on contract or subcontract for an Occupant or the EOAHOA.
- 1.19. **EOAHOA:** The Eye of Africa Homeowners' Association.

2. Owner's Responsibility

- 2.1. An Owner must ensure that all members of her or his family and her or his tenants, boarders, visitors, employees, building contractors, subcontractors, service providers and delivery persons to her or his property comply with these Rules, notwithstanding any contrary provision contained in a lease or grant of rights of occupancy.
- 2.2. If an Owner sells or lets her or his property or any part thereof, she or he must ensure that the buyer, tenant or boarder is provided with of a copy of these Rules.
- 2.3. An Owner may not use her or his property or any part of the Private Open Spaces or Common Facilities, or permit it to be used, in a manner or for a purpose that will cause a nuisance or create a disturbance, or that will be injurious to the reputation of the Estate.
- 2.4. After having received reasonable notice from the Management, an Owner must allow a person authorised thereto by the Management of the HOA, to enter upon her or his Erf to –
- 2.4.1. prune trees, shrubs and plants which interfere with the proper functioning of the security system; or
- 2.4.2. repair or carry out maintenance of any pipes, wires, cables and ducts existing on the Erf concerned and being used or capable of being used in connection with any Private Open Space or common facility, including the security system
- 2.4.3. remove trees, shrubs and plants that obscure the view of motorists causing a traffic hazard.

3. Security Measures

- 3.1. Any person entering the Estate must comply with the systems and procedures relating to access control and other security related measures that are from time to time

implemented by the Board and must heed the security directives of the Estate Security Personnel and treat them in a co-operative and respectful manner.

- 3.2. An Owner, on completion of the prescribed form, is entitled to register on the electronic access system.
- 3.3. An Occupant may, on completion of the prescribed form register access for a domestic worker, gardener, or any other person to be employed by him or her in the Estate on a regular basis.
- 3.4. An Occupant who wishes to engage a domestic/garden worker, must register such person as a domestic worker at the registration office located at the HOA.
- 3.5. An Occupant who wishes to register a Contractor, for a limited or long period, must inform the Manager at the Contractors Gate for such purposes. The Contractor or Contracting Company will access the Estate via the Contractors Gate only. Information to be supplied to the Manager at the Contractors gate must include:
 - 3.5.1. information to the Manager/Security Personnel at the Contractors Entrance of the intended engagement and provide them with sufficient information to enable them to recognise the person concerned.
 - 3.5.2. The occupant must accompany that person to the Contractors Entrance in order to complete the access forms in respect of each such engagement.
 - 3.5.3. Any person who is not registered on the security system or without a Contractors Access code provided by the Occupant will be denied access to the Estate.

Proposed Resident Charter

By virtue of their home ownership or residency within EOA, Members and residents shall be entitled to Controlled access into EOA and security protocols that support the protection of property and the safety of families

A secure and well-maintained Estate with a community-oriented spirit, in which families and children can all enjoy the amenities and the open common public areas.

A diligent homeowners' Association that applies prudent financial and administrative controls and industry "best practice" for the Estate.

A Golf Course with a family orientation, that offers value for money and good quality food and beverage standards for both golfers and non-golfers.

Ongoing communication to keep Members and residents informed about the Estate and relevant social events.

Fair and reasonable enforcement of the rules that govern day-to-day community-oriented living, with the emphasis on individuals taking responsibility for their own property, family, visitors and animals. The above can only be delivered with everybody's commitment to the Rules and Regulations.

Mutual respect by all Members, residents, employees and visitors.

Compliance with all Estate rules and guidelines as amended and published from time to time. Compliance with Local municipal by-laws.

A community-minded spirit with tolerance and reasonableness being the primary principles, which underpin our social behaviour and fairness towards one another.

A security and social awareness that supports the protection of property and family safety.

Social and family behaviour that is consistent with the community-minded spirit and quality standards for which The EOA has become recognized.

Compliance with the due process outlined by the HOA for the logging of queries and complaints and their escalation to the Estate Manager. Ultimately, should this process be exhausted, the opportunity to be heard by the Trustees whose ruling will then be final and binding on all parties.

Fines could be instituted to owners, residents or visitors to the restaurant and Golf Course that contravenes Estate Security measures.

Access Control Principles.

Homeowners

Homeowners receive access to the Estate by providing a copy of the deed registration to a property. Access in the form of Biometric Registration will be provided, or/and an RFID tag for access. Patrons to a Homeowner in the following categories will be registered:

- **Homeowners**
- **Family Members**
- **Preferred Visitors**

Homeowners will have the ability to create and access code for visitors to their homes, or a contractor's access code for once of contractors (Less than three days)

Residents

Residents receive access to the Estate by providing a copy of the lease agreement to a property. Access in the form of Biometric Registration will be provided, or/and an RFID tag for access. Patrons to a Resident in the following categories will be registered:

- **Homeowners**
- **Family Members**
- **Preferred Visitors**

Residents will have the ability to create and access code for visitors to their homes, or a contractor's access code for once of contractors (Less than three days)

Expiry dates for access to the Estate will co-inside with the expiry dates on the lease agreement.

Domestic Employees/Helpers

Domestic Employees receive access to the Estate by providing a copy of the employment contract to a homeowner/resident of a property. Access in the form of Biometric Registration will be provided.

Access will only be provided via the Domestic Entrance gate, and/or the Main-Gate where the Domestic Employee/Helper access via his/her own vehicle.

Expiry dates for Domestic Employees/Helpers is annual with a confirmation of employment every January.

Contractors

Contractors, who access the Estate for three or more consecutive days, receive access to the Estate by providing a copy of their identity documentation, or Passport with a valid work permit, or legal Asylum seeker document. Included in this is a registration form which must be signed by the Homeowner and Contractors Firm or Estate Developer. Access only in the form of Biometric Registration will be provided. An annual registration/administration fee of R150 will be collected.

Contractors who access the Estate for no more than three days, enter at no cost, although the same procedure and documentation apply.

Expiry dates for Contractor's access to the Estate rests upon Builders Closure in December, (15 December) Re-Registration will take place upon gate opening in January. Verification of contract and Identity will apply.

Deliveries

Deliveries to the Estate in form of Couriers will occur both at the Main Gate and Contractors Gate. This procedure might change without notification to ensure a smooth flow of traffic throughout the Estate. Drivers of delivery vehicles will be subjected to information gathering via Scanning of Drivers/ID documents and License Disks. No access to the Estate will be granted without same.

4. Levies

- 4.1. Levies are due and payable monthly in advance on the first day of each month.
- 4.2. Levies will be determined by The Board in accordance with the Articles of Association.
- 4.3. It will be compulsory to sign a debit order in favour of the EOA HOA for the collection of levies unless The Board decide otherwise. An Administration Levy will apply to those who do not comply.

5. Unsightly Objects

- 5.1. An Occupant may not cause or allow any object, which includes but is not restricted to trailers, caravans, boats or any other vehicle, to be exposed on her or his property, which could, in the opinion of The Board, be considered unsightly or detrimental to the appearance of the Estate when viewed from outside the property. A Parking Fine will be payable by the Member who transgressed.
- 5.2. A washing line must be screened properly, and washing may not be hung out, in such a way that it is visible from a street or a common area.
- 5.3. An Occupant may not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of her or his property so that it is visible from outside the property without the written consent of the Management.

6. Traffic Control

- 6.1. Unless specifically stated otherwise in these Rules, the normal statutory traffic laws -
- 6.2. A speed limit of 50 km/h applies to the spine(main) road in the Estate. On all other roads in the Estate the speed limit will be 40 km/h.
- 6.3. From 1 September 2017, penalties will be imposed on individuals who exceeds the speed limits of the Estate as stipulated below.

6.3.1. Speed monitoring devices that conform to Industry standards will be used.

6.3.2. The speed fines applied to the 40km/h roads:

45 - 49	km/h	-	R 200.00
50 - 55	km/h	-	R 400.00
56 - 60	km/h	-	R 600.00
61 - 65	km/h	-	R 800.00
66 - 70	km/h	-	R 1000.00
71 - 75	km/h	-	R 1500.00
76 - 80	km/h	-	R 2000.00
80+	km/h	-	R 3000.00

Penalties will be amended from time to time.

6.3.3. The speed fines applied to the 50km/h road

56 - 60	km/h	-	R 200.00
61 - 65	km/h	-	R 400.00
66 - 70	km/h	-	R 600.00
71 - 75	km/h	-	R 800.00
76 - 80	km/h	-	R 1000.00

80+ km/h - R 1500.00
Penalties will be amended from time to time.

- 6.4. No skateboards will be allowed on any roads in the Estate.
- 6.5. Vehicles must at all times be operated with the utmost care in the Estate.
- 6.6. Pedestrians will at all times have the right of way and may utilise the road as a passage.
- 6.7. Vehicles must at all times be operated with the utmost care in the Estate.
- 6.8. Vehicles must at all times be operated with the utmost care in the Estate.
- 6.9. Vehicles may not be operated anywhere other than on the streets in the Estate.
- 6.10. Vehicles that, in the opinion of The Board, produce excessive noise will be prohibited from entering the Estate and/or being operated in the Estate.
- 6.11. No motorised vehicle will be permitted in the public open spaces other than maintenance vehicles.
- 6.12. Non-roadworthy and unlicensed vehicles and unlicensed drivers may not use the streets in the Estate.
- 6.13. Vehicles may not be left unattended in such a manner that they may cause an obstruction to other road users.

7. Private Open Spaces, Common Facilities and Golf Course

- 7.1. All Private Open Spaces and Common Facilities are for the benefit and use of all Occupants, who must be considerate and take care when using these areas.
- 7.2. No contractor worker will be allowed to sit in any parks or open spaces. Contractor workers will be limited to the stands they are working on.
- 7.3. No parties/ functions will be allowed in Common property. People arranging functions in excess of 20 people have to obtain written consent from the neighbours within a hundred metre radius of them to host these events. Parking arrangements should also be communicated with residents within a hundred metre radius of their homes. Noise levels as per Estate rules should also be adhered to during such events. Covid Curfew hours must be adhered to in accordance with the relevant COVID Level applicable at that stage according to the National Disaster Management Act relating to COVID applicable for that period.
- 7.4. Private Open Spaces and Common Facilities may not be damaged in any way.
- 7.5. Litter may not be strewn on Private Open Spaces or in Common Facilities but must be placed in the litterbins were these are provided.
- 7.6. Picnics are permitted in designated areas only.
- 7.7. No open fires or braais are permitted in Private Open Spaces unless specifically permitted.

- 7.8. Trapping, shooting, harassing or in any way harming of the waterfowl, birds or animals in the Estate is prohibited.
- 7.9. Fishing, swimming or the performing of any other water activity is not allowed in the dams and water features are prohibited.
- 7.10. Pets may not be allowed to enter the dams or water features.
- 7.11. No building rubble refuse or unwanted articles or material of any nature may be dumped on Private Open Spaces or Common Facilities.
- 7.12. No trees or plants may be removed from or planted on Private Open Spaces without the written prior permission of the Management. Owners wishing to do planting on the Common Property next to their stand, may apply for such planting, by submitting a detail landscape plan indicating the measurements of the area where planting will take place as well as indicating the types of plants to be planted. Such applications will be considered by the Board of Directors. Only plants contained in the current planting palette, will be allowed. When a property is sold where planting on common property was allowed the maintenance thereof should be specified as a requirement in the sales agreement and signed by all particular parties. The new owner should agree to maintain this area, before such property can be transferred to the new owner.
- 7.13. No motor vehicle may be parked on Private Open Spaces unless it is in a designated parking area within the Private Open Space. Vehicles may be clamped transgressing parking on Private Open spaces. A spot fine may be imposed by the HOA to offenders. A Parking Fine will be payable by the Member or by the Member whose guest transgressed.
- 7.14. No trailer, motorcycle, golf cart, boat, caravan or similar may be parked on Private Open Spaces or designated parking areas within Private Open Spaces. A Parking Fine will be payable by the Member or by the Member whose guest transgressed.
- 7.15. The driving of golf carts on the golf course is restricted to people playing a round of golf. Non golfers may not drive on the golf course.
- 7.16. The natural passage of storm water drainage over the Common Property shall not be interfered with or altered.

8. Estate Agents

- 8.1. An Owner must ensure that her or his mandated Estate Agent registers with the Management by completing the prescribed application form prior to commencing any selling or letting activity.
- 8.2. An Estate Agent may operate on a "by appointment" basis only and must adhere to the security arrangements in place.
- 8.3. Estate Agent's signage must be in accordance with the regulations determined by The Board and may be erected only after the written approval has been obtained from the Management.
- 8.4. No "For Sale" or "To Let" signs are permitted other than on show days

- 8.5. If a property is on show on a particular day, the Estate Agent concerned —
- 8.5.1. must provide the Management of the HOA in writing with the detail of the property concerned on the last Wednesday preceding the intended showing.
 - 8.5.2. may erect "On Show" signs on the sidewalk at the property on the show day only; and
 - 8.5.3. "On Show" signs must be removed by 17:00 the show day.
- 8.6. The above rules do not apply to the marketing agent of the Developer.

9. Service Providers

- 9.1. Service Providers will have to adhere to the security arrangements put in place by The Board from time to time.

10. Maintenance of Properties and Streetscape

- 10.1. An Owner must maintain the external appearance of her or his property, including the buildings, outbuildings, boundary and/or retaining walls or fences and any other improvements on the Erf forming part of the streetscape, to the satisfaction of The Board.
- 10.2. All external walls may be painted only in the approved colours.
- 10.3. An Owner must maintain her or his garden and the sidewalk between the street boundary of her or his Erf and the kerb, to the satisfaction of The Board.
- 10.4. Building rubble, refuse or unwanted articles or material may not be placed, stored or dumped on undeveloped Erven or sidewalks.
- 10.5. Refuse bins may be placed on the sidewalk only in the morning of the day for which refuse collection is scheduled. If refuse is for whatever reason not collected on the scheduled day, the Occupant must remove the bin.
- 10.6. No trees or plants may be removed from or planted on sidewalks without the written prior permission of the Management.
- 10.7. An Owner may not allow trees, shrubs or plants in her or his garden or on the sidewalk between the street boundary of her or his Erf and the kerb, to impede pedestrian traffic, obscure the vision of motorists or interfere with the functioning of the security system.
- 10.8. An Owner must at all times maintain her or his undeveloped Erf in a neat condition and cleared of growth, rubble, refuse and litter. If a stand is overgrown in the opinion of the Management, the owner will be notified to rectify the matter. Failure to do so will result in the EOAHOA clearing the stand and the expense will be loaded onto the owner's levy account.

11. Pets

- 11.1. An Occupant may not keep —

- 11.1.1. any poisonous, exotic or other undomesticated pets; or
- 11.1.2. poultry, pigeons, aviaries or livestock.

- 11.2. An Occupant may in a special case on application to The Board, in its sole discretion and on such conditions as it may determine, be allowed to keep a pet that would otherwise not be allowed.
- 11.3. Pets may not roam the Private Open Spaces or streets.
- 11.4. Pets must be tended and kept on leash in Private Open Spaces and streets.
- 11.5. An Occupant must ensure that her or his pet does not create a nuisance or cause a disturbance.
- 11.6. An Occupant must immediately remove any excrement deposited by her or his pet outside her or his Erf.
- 11.7. An Occupant must at least once a day remove any excrement deposited by her or his pet inside her or his Erf.
- 11.8. Pets must wear a collar fitted with a tag indicating the contact details of its owner.
- 11.9. Stray pets without tags will be captured and handed over to the relevant authorities.
- 11.10. An Occupant may not neglect her or his pet by, for example, leaving it to fend for itself or failing to provide it with medical attention.
- 11.11. No person may inflict physical cruelty to a pet or subject it to violence.
- 11.12. No fireworks whatsoever are allowed in the Estate.

12. Business Activities

- 12.1. No person may conduct a business or practice a trade on or from a residential Erf or residential sectional title property in the Estate without the prior written approval of The Board and the Municipality.
- 12.2. If the applicant is not the Owner of the Erf or sectional title property concerned, the written permission of the Owner for such an application must accompany the application.
- 12.3. The Board may determine the effect of a business activity on the infrastructure and security of the Estate and may charge the Occupant accordingly.

13. Security Wall and Fence

- 13.1. No person may damage or remove any part of the security wall, fence or equipment.
- 13.2. No attachments may be made to the security wall or fence without the prior written approval of the Management.
- 13.3. No signage whatsoever may be erected against or on top of the security wall or fence.

- 13.4. No large trees, shrubs or plants may be planted in close proximity of the security wall or fence.

14. Clearance or Other Certificates

The Management may not issue a clearance certificate, or any other certificate required for purposes of the transfer of a property if –

- 14.1. the offer to purchase does not contain a clause binding the purchaser to the provisions of the Memorandum of Incorporation.
- 14.2. all moneys due to the EOAHOA have on the date of registration not been paid or provision has not been made to the satisfaction of the Management for the payment thereof; or
- 14.3. there has been a breach of any of these Rules or of the Memorandum of Incorporation that has not been remedied, or for the remedying of which provision has not been made, to the satisfaction of The Board.

15. Noise levels

As a general rule, any excessive noise exceeding 70 decibels between the hours of 22:00 and 06:00 from Sunday to Thursday and 24:00 to 06:00 Friday and Saturday will be considered a disturbance and the EOA HOA will have the right to enforce the peace. The measurement will be taken from 5 meters from the front door.

No Landscape Contractors companies are allowed to work at properties after 13h00 on Saturdays. No Landscape companies are allowed to work on Sundays or Public Holidays.

No Gardening equipment causing a noise disturbance, such as but not limited to lawnmowers, blowers or any other noise producing equipment, are allowed to be used before 08h00 on Sundays.

16. Generators

- 16.1. The HOA is to approve each and every location prior to installation.
- 16.2. The location will be carefully considered and must ensure the least disturbance to the adjoining neighbour.
- 16.3. The unit is to be hidden from all public spaces i.e., from the golf course, street & parks.
- 16.4. The generator must be acoustically screened off, and the exhaust system must be sufficiently attenuated in order not to create a noise nuisance or disturbance.
- 16.4.1. There are two sets of guidelines/rules that need to be considered in terms of the noise factor.
- 16.4.1.1. The various Provincial Noise Regulations lay down acceptable ambient noise levels for various land-uses and time of day based on SANS 10103-2004, namely:
- 16.4.1.2. The Local Authority Requirements.
- 16.4.1.3. The Regulations applicable here states the following maximum levels:
- a) Suburban: 50dB (A) from 06h00 to 22h00 and

- 40dB (A) from 22h00 to 06h00
 b) Urban: 55dB (A) from 06h00 to 22h00 and
 45dB (A) from 22h00 to 06h00.

- 16.5. Generators should preferably not be operated before 7:00 and after 22:00 when the ambient sound levels are usually very low and may only be operated during official power outages.
- 16.6. Generators may not be installed or operated in such a fashion as to constitute a fire hazard and residents are advised that suitably sized fire extinguishers should be placed close by. Residents should comply with all relevant safety regulations.
- 16.7. Possible methods of reducing noise:
- 16.7.1. Generator units should preferably be placed in the rear corner of the garage, depending on the size of the garage. The two adjacent walls should be lined with an acoustic absorbent material. As fuel spillage cannot be excluded, it is important that the material used is not flammable.
- 16.7.2. The walls should preferably be clad with non-combustible Prolith woodfire board, which can be directly fixed to the walls. The two walls should be clad for at minimum 2000mm each and 1800 mm upwards to minimise noise reflection from such. The Prolith boards are 2000mmx600x20mm.
- 16.7.3. In addition, a moveable screen should be placed in front of the unit. The screen should also be a minimum of 2000mm long and 1200mm high. The gap between the floor and the bottom of the screen should be no more than 10-15mm. This too should preferably consist of Prolith Woodfibre boards in steel or another frame.
- 16.7.4. Individual units may be housed within a closed garage with the following additional requirements. The unit should stand on anti-vibration pads such as 25mm Tico-pads, 50mm closed cell neoprene or Prolith high density particle board resting on 50mm closed cell Sonofoam. HDPB comes in 2400mm x 1200mm x 12 mm sizes and is non-combustible, unaffected by fuel spillage and virtually indestructible.
- 16.7.5. The wall cladding must extend past the ends and top of the generator by at least 1000mm. The screen should similarly extend past the top of the unit by at least 1000mm.
- 16.8. The exhaust must be routed to the outside and fitted with a suitable exhaust silencer. Care must be taken to place the latter in a location where children cannot touch it.
- 16.9. Provision must be made for ventilation. The opening for such must be attenuated.
- 16.10. **No units bigger than 10 KVA, will be approved.** In such cases the owner would rather install a solar or UPS System.
- 16.10.1. Larger units in excess of 10 KVA. It should preferably be housed in the basement/garage of buildings where possible. They should be totally enclosed with forced ventilation. The exhaust should be routed to the outside to discharge through a dedicated reactive type of silencer buried in the ground and the outlet located safely to prevent children burning their hands.

16.11. Similarly, if the unit is free standing outdoors, a dedicated enclosure will be required, the design of such based on the noise parameters of the unit. General purpose enclosures are to be avoided, as they usually do not provide adequate attenuation or ventilation for larger units and a costly over design for smaller units.

16.12. Larger units should be referred to an acoustic engineer with a track record in standby generator sound-proof enclosure design. The following amendments were approved: -

16.12.1. The generator may not be operated within a habitable room or in a room connected to such area due to the danger of CO poisoning. Many domestic/industrial generators are built with outdoors finishes and may not require an additional structure to house them. Sound proofed room with ventilation and attenuation should be allowed.

16.12.2. If need be, the unit is to be screened appropriately and such screening is to comply with the guidelines.

16.13. INSTALLATION OF GENERATORS

The installation of all portable generators shall be carried out by a fully qualified electrician and in accordance with the Electrical Contractors Association of South Africa (ECASA) document "GUIDELINES FOR THE SAFE USE OF PORTABLE GENERATORS ON UTILITIES' NETWORKDS". The electrician is required to supply the building owner and/or contractor with a certificate confirming that the installation is safe and complies in all respects with the ECASA document referred to above. A copy of the electrician's certificate is to be deposited with the HOA by the building owner and/or contractor.

16.14. GENERATORS - EXISTING INSTALLATIONS

These rules are retrospective and apply to all existing installations. Building owners and/or contractors must have such installations inspected by a qualified electrician, remedial work carried out if required and certified by a qualified electrician. The HOA is to be supplied with a copy of the electrician's certificate

16.15. GENERATORS - NOISE EMISSIONS

All portable generators in both new and existing installations shall have a maximum noise emission measured at a point 3 meters away from the generator in accordance with SANS 10103, Table 2 - Acceptable rating levels for noise in districts. A copy of this document can be made available at the Estate Office. Noise level rated by the World Health Organisation shall be no greater than 55 - 60 dBA (decibels).

16.16. GENERATORS - MAXIMUM SPECIFICATIONS

Exhausts must be fitted with filters/scrubbers with exhaust temperature standards not exceeding 545°C and exhaust gas flow 176L/s (373cfm). Coolant system maximum fan power 2kW. Emission levels maximum PM60mg/Nm³, CO 190mg/NM³, HC 150mg/Nm³.

16.17. Fuels and diesel should be stored in a safe place.

17. Golf Carts

17.1. Golf carts should only be driven by drivers holding a valid South African drivers' learner's licence for passenger vehicles.

17.2. Golf carts must be registered at the Pro Shop and numbered.

18. Work on Sundays

18.1. No maintenance related work such as Garden contractor companies will be allowed within the Estate on Sundays.

19. General

19.1. In the event of annoyance, aggravation or complaints occurring between the Owners and/or Occupiers, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, then they should be brought to notice of the HOA in writing. The HOA may require that a complaint is submitted to the in the form of an affidavit before they consider it.

20. Fire Protection

20.1. Electricity supply:

Under no circumstances may an Owner and/or Occupier tamper with or have work done on the electrical apparatus that serves the Common Property. Any electrical faults detected on the Common Property must be reported to the HOA.

20.2. Storage of flammable materials

An owner or occupier of a section must not, without the Trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.

20.3 Adequate Fire protection

All owners, contractors, residents or any other person must ensure that adequate fire protection measures are in place on their stands. Proper fire prevention measures must be in place if an owner, resident, contractor or any other person uses welding equipment or any other equipment that could cause a fire.

21. Fire Extinguishers/ Hydrants

21.1. The use of fire hydrants or fire hose reels to wash cars, vehicles, equipment or any other object is not permitted under any circumstances. These have been installed to deal with fire emergencies, Abuse of this equipment is not only inconsiderate but against council by-laws and therefore illegal.

21.2. No fire hydrants or fire hose reels may be interfered or tampered with. No person may remove any seals attached to any hydrant or fire hose reel or use the fire hydrant reel for any purposes other than as intended. Any person who tampers with any fire hydrant or fire hose reel, including any person who breaks any seals attached thereto, shall be liable for any consequential damage as may be caused as a consequence of the aforesaid fire hydrants and fire hose reels not being in safe and workable condition and shall be liable for all costs of and associated with the HOA repairing and/or having such fire hydrants or fire hose reels re-certified as being in compliance with relevant regulations.

22. Children

22.1. Children are subject to the Conduct Rules in the same way as adults.

- 22.2. The use by children of bicycles / tricycles on the Common Property is at the Owners and/or Occupiers own risk and is permitted as long as it does not constitute a nuisance to other residents. Any damage caused to the Common Property due to reckless or careless use will be for the Owner's and/or Occupier's account and the permitted use of bicycles or tricycles on the Common Property may be withdrawn by the Directors of the HOA. Bicycles / tricycles may not be left on the Common Property or obstruct the movement of other vehicles. All tricycles / bicycles must have appropriate lights and reflectors.
- 22.3. Parents will, at all times, be held responsible for the acts of their children and their visitors' children.

23. Ritual Slaughtering

- 23.1. Other than in circumstances where the Owner or Occupier is in possession of a valid license or permit issued by the Municipality or other relevant authority relating to the slaughtering of animals, ritual slaughtering is not permitted within the Estate.

24. Drones

- 24.1. The Developer shall be entitled, for marketing and related purposes only and without reference to the HOA, to fly drones over the Common Property provided the Developer's right to do so shall terminate 6 months after the Developer ceases to be a member of the HOA.
- 24.2. No person may, in or about the Common Property, pilot a remotely piloted aircraft i.e., an unmanned aircraft which is piloted from a remote pilot station, including any model aircraft or toy aircraft or any drone type apparatus, save with the prior and express written consent of the HOA, who may grant such consent in circumstances where the use of the aforesaid remotely piloted aircraft or drone is necessary for commercially related purposes.

25. Fines

- 25.1. Owners acknowledge that the Directors of the HOA shall be entitled to impose fines on the relevant Owner should either that Owner or any Occupier occupying through that Owner breach these Conduct Rules.
- 25.2. Owners and Occupiers hereby acknowledge that the Directors of the HOA shall be entitled to impose a fine in respect of any breach, whether by an Owner or Occupier, of these Conduct Rules. The HOA shall, in the event of an Owner or Occupier being in breach of these Conduct Rules, notify the Owner, with a copy to the Occupier in the event that the person occupying is not the Owner, in writing, providing details of the rule breached and demanding that the Owner or Occupier stop such breach immediately.
- 25.3. In the event that, the Owner fails to desist from the breach of the rule complained of in 25.2, the HOA shall be entitled to address or send a letter to the Owner or Occupier concerned. Should the breach persist, the Directors of the HOA may impose the fines as authorised in 25.1 and the HOA shall notify the Owner that a fine has been imposed and give reasons for their decision.

- 25.4. The Owner shall be entitled, within 7 days from receipt of the notice in 25.4 to make written representations to and give motivation to the HOA as to why the fine should not be imposed.
- 25.5. The Directors of the HOA shall consider any written motivation in 25.4 and may thereafter either confirm imposition of the fine, reduce the fine or elect not to fine the Owner, provided the HOA shall communicate their decision to the Owner within 14 days of their receipt of the Owner's representations
- 25.6. The decision of the Directors of the HOA in 25.5 shall binding provided that an Owner or Occupier shall be entitled to dispute such decision with the Community Scheme's Ombud or any other appropriate dispute resolution forum.
- 25.7. Any fine imposed as provided for in 25.1 and 25.2 shall be deemed to be a debt due by the Owner and shall be payable, following the month in which the fine is imposed together with payment of the levy by the Owner.
- 25.8. Accordingly, the members of the HOA may, in a general meeting from time to time, determine the quantum of any fines as may be imposed by the Directors in terms of these rules.
- 25.9. Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Owner.

26. Detailed list of fines for offenders

	RULE HEADING	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
1.	Neglect owner's responsibility	25% of monthly levy	50 % of monthly levy	One month's levy
2.	Nonadherence to Security measures	50 % of monthly levy	One month's levy	Two month's levies
3.	Unightly object	25% of monthly levy	50 % of monthly levy	One month's levy
4.	Misbehaviour, on private open spaces, on common facilities and Golf Course	50 % of monthly levy	One month's levy	Two month's levies
5.	Damage to Common Property, private open spaces and Golf Course	50 % of monthly levy as well as costs to repairs to damages caused, by contractor appointed by HOA.	One month's levy as well as costs to repairs to damages caused, by contractor appointed by HOA.	Two month's levies as well as costs to repairs to damages caused, by contractor appointed by HOA.
6.	Littering on private open spaces, on common facilities and Golf Course	25% of monthly levy	50 % of monthly levy	One month's levy
7.	Open fires on private open spaces, on common facilities and Golf Course	50 % of monthly levy	One month's levy	Two month's levies
8.	Trapping, shooting, harassing or in any way harming of	Two month's levies	Three month's levies	Five month's levies

	waterfowl, birds or animals in the Estate			
9.	Fishing, swimming or performing other water activity, pets in dams and other water features.	25% of monthly levy	50 % of monthly levy	One month's levy
10.	Dumping on private open spaces, on common facilities and Golf Course	50 % of monthly levy	One month's levy	Two month's levies
11.	Planting or removal of plants on private open spaces, on common facilities and Golf Course	50 % of monthly levy	One month's levy	Two month's levies
12.	Vehicles, trailer, motorcycles, golf carts, caravan or similar parked on private open spaces or common property	25% of monthly levy	50 % of monthly levy	One month's levy
13.	Estate Agents rule offences	50 % of monthly levy	One month's levy	Two month's levies
14.	Maintenance of properties and streetscape Rule 10 of Estate Rules	25% of monthly levy	50 % of monthly levy	One month's levy
15.	Pets. Rule 11 of Estate Rules	25% of monthly levy	50 % of monthly levy	One month's levy
16.	Neglect of pets	50 % of monthly levy	One month's levy	Two month's levies
17.	Fireworks in Estate	25% of monthly levy	50 % of monthly levy	One month's levy
18.	Business Activity	50 % of monthly levy	One month's levy	Two month's levies
19.	Security Wall and Fence. Rule 13 of Estate Rules	50 % of monthly levy	One month's levy	Two month's levies
20.	Undue noise. Rule 15 of Estate Rules	25% of monthly levy	50 % of monthly levy	One month's levy
21.	Generators	50 % of monthly levy	One month's levy	Two month's levies
22.	Golf Carts. Rule 17	50 % of monthly levy	One month's levy	Two month's levies
23.	Work on Sundays. Rule 18	25% of monthly levy	50 % of monthly levy	One month's levy
24.	Fire Protection. Rule 20	One month's levy as well as costs to repairs to damages caused, by contractor appointed by HOA.	Two month's levies as well as costs to repairs to damages caused, by contractor appointed by HOA.	Three month's levies as well as costs to repairs to damages caused, by contractor appointed by HOA.
25.	Fire Extinguishers/ Hydrants. Rule 21	One month's levy as well as costs to repairs to damages caused, by	Two month's levies as well as costs to repairs to damages caused, by	Three month's levies as well as costs to repairs to damages

		contractor appointed by HOA.	contractor appointed by HOA.	caused, by contractor appointed by HOA.
26.	Ritual Slaughtering. Rule 23	50 % of monthly levy as well as costs to repairs to damages caused by contractor appointed by HOA.	One month's levy as well as costs to repairs to damages caused by contractor appointed by HOA.	Two month's levies as well as costs to repairs to damages caused by contractor appointed by HOA.
27.	Drones. Rule 24	50 % of monthly levy	One month's levy	Two month's levies
28.	Landscaping: Plants planted not in accordance to current or previous planting palettes	25% of monthly levy	50 % of monthly levy	One month's levy
	Non replacement of plants which occurred on original landscape plan	25% of monthly levy	50 % of monthly levy	One month's levy
	No approved Landscape plan submitted	One month's levies	Two month's levies	Three month's levies
29.	Spillage	Minor spillage 10% of one month's levy. Rounded off to the nearest R 10 denomination	Moderate spillage 30% of one month's levy. Rounded off to the nearest R 10 denomination	Major spillage. Minimum of 50% of one month's levies. Rounded off to the nearest R 10 denomination
30.	Any person bringing in any worker through the main gate, with any means of transport. Workers entering main gate area must enter turnstiles and can only be picked up after the entrance of the main gate	10% of monthly Estate levy	20 % of monthly Estate levy	50% of monthly Estate levy

27. Boreholes

- a. The HOA or his members will not have any liability if a person is taken to court for drilling a Borehole on his/her stand.
- b. An owner must comply with all regulations stipulated by the Department of Water Affairs and Midvaal Municipality. Owners should determine from Midvaal Municipality in writing which areas are suitable for drilling before starting the process regarding drilling.

c. After a borehole is drilled, the Home Owners Association must be informed of the borehole's location and the depth of the borehole for record-keeping purposes.

28. Bird Deterrents

28.1. Pyramid mirrors and ultrasound devices as bird deterrents will not be allowed in the Estate.

28.2. Installation of thin translucent spikes that will cover the entire ledges will be considered after an application and pictures of the installation is submitted to the HOA for consideration.

PART II – AESTHETIC CONTROL

NOTE

To achieve a harmonious and aesthetically pleasing environment, certain architectural guidelines have been defined for each phase in the development. The guidelines aim to create a language with a harmonious architectural aesthetic, characterised by a range of colours and details that is in harmony with, and complement, the local vernacular of the Estate.

The guidelines serve to promote a qualitative development known for its charm, beauty and, ultimately, its own unique “sense of place”, and in this way to set a standard of high-quality lifestyle for Occupants and protect property values.

The Board have appointed an Architectural Review Committee (ARC) to scrutinise all Building Plans for compliance with the applicable architectural guidelines prior to submission thereof for Municipality approval.

Plans will be approved at the sole discretion of the ARC.

29. General

29.1. Building Plans –

- 29.1.1. must be prepared in accordance with the Building Code and the Architectural Guidelines for the area concerned.
- 29.1.2. must comply with the Municipal and National Building Regulations (SABS 0400) and any other applicable legislation.
- 29.1.3. must be submitted to the Management on a Friday before 12H00. One A2 hard copy and one electronic copy in PDF format must be submitted.
- 29.1.4. will be processed only upon proof of payment of the applicable plan scrutiny fee. Fees must be deposited into the account of the EOA HOA.
- 29.1.5. the first re-submission after the comments by the Architectural Review Committee will be free of charge, thereafter a re-submission fee will apply.

29.2. The design of all structures and the preparation and submission of Building Plans may be undertaken only by a bona fide registered Architect, provided that the Architectural Review Committee may, in their sole discretion, waive this requirement if she or he is satisfied that the required design standards have been met.

30. Approval of Plans

30.1. Plans must be submitted at the offices of the EOA/HOA with the appropriate submission fees before Friday 12H00 to be reviewed the following Review Thursday. If the Architectural Review Committee is satisfied that the Building Plans comply with the Estate Rules, Architectural Guidelines and Building Code, the Architectural Review Committee will approve the plan and the plans will be stamped on behalf of the EOAHOA.

30.2. No plan will be approved if levies or any penalty is due to the EOA/HOA.

- 30.3. The conditions and guidelines contained in these Rules are binding upon all Owners of Erven in the Estate other than the Developer.
- 30.4. Notwithstanding that the Building Plans may comply with all applicable regulations and by-laws of the Municipality and any other competent authority, the Architectural Review Committee, after consultation with the Municipality and The Board, as deemed necessary, may withhold aesthetic approval if in her or his opinion the plans do not comply with the prescribed architectural guidelines.
- 30.5. Only after aesthetic approval has been obtained may the Building Plans together with a letter to that effect from the Architectural Review Committee be submitted to the Municipality for its approval.
- 30.6. If an Owner intends to implement a deviation or variation from the aesthetically approved Building Plans, she or he must submit an application to that effect in writing to the Architectural Review Committee for scrutiny prior to implementation thereof on site. The deviation or variation may be implemented only if the Architectural Review Committee approves it in writing.
- 30.7. The Board will ensure that regular inspections will take place to protect the architectural integrity of the development.

31. Approved Plans

- 31.1. On approval by the Architectural Review Committee fivefold (one copy to be in colour) copies must be lodged at the EOAHOA offices for final approval and stamping. One copy will be retained for the archive of the EOAHOA.
- 31.2. The Building Contractor must ensure that a copy of the signed approved Building Plan is at all times available on site for inspection together with a copy of the approved Environmental Management Plan.
- 31.3. Prior to commencing building operations, the Building Contractor must –
- 31.3.1. set out the foundations for inspection and approval by the EOAHOA and the Municipality; and
 - 31.3.2. confirm the height of buildings with the Architectural Review Committee.

32. Town-planning Restrictions

- 32.1. The restrictions that may apply for individual phases in the development are in addition to any restrictions imposed in terms of the conditions of title, conditions of establishment, to any Erf, town-planning schemes or national or other building regulations.
- 32.2. Compliance with restrictions imposed by the Architectural Review Committee and approval of Building Plans by her or him do not absolve the Owner from complying with, and may not be construed as permitting, any contravention of –
- 32.2.1. the conditions of establishment and/or title to any Erf; or
 - 32.2.2. any restrictions imposed by the Municipality or any other competent authority by virtue of controlling legislation; or

- 32.2.3. any applicable zoning, by-law or regulation of the Municipality or any other competent authority.

PART III – CONTROL OF BUILDING ACTIVITIES
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NOTE

The rules governing building activities are intended to ensure that the quality of life of residents in the Estate is not unduly compromised and the impact on the environment is minimized by the activities yet allowing for efficient construction. The rules are designed to prevent damage to the common property, to reduce the unsightliness associated with building activities and to minimize inconvenience to residents.

33. General Conditions

- 33.1. An Owner must ensure that her or his Building Contractor is aware of these Rules and complies with them and must incorporate a clause in the building contract in terms of which the Building Contractor acknowledges the Rules and accepts the provisions contained in the Environmental Management Plan.
- 33.2. The Building Contractor must undertake to comply with these Rules and any further control measures, which may be instituted by The Board from time to time and must ensure compliance with the Rules by all her or his Employees.
- 33.3. An Owner will be held responsible for any damage caused to the streets (including kerbing and sidewalks) or landscaping (including plants on the sidewalks) by her or his Building Contractor and the Contractor's Employees, vehicles, equipment and delivery vehicles to the building site.
- 33.4. The Management may, upon completion of the prescribed form and payment of the prescribed fee, issue a Building Contractor with an access permit for herself or himself and for each of her or his Employees. The access permit must at all times be carried on the holder's person while she or her is in the Estate.
- 33.5. A Building Contractor's Employees must be transported by vehicle from the Entrance to the relevant building site and back, and between the building sites in the Estate for which she or he is registered.

34. Registration of Building Contractors

- 34.1. A Building Contractor who has regular engagements in the Estate may register with the Manager at the Contractors Entrance by Management completing the prescribed application form and may in the sole discretion of the Management of the HOA be provided with biometric access permits for herself or himself and her or his Employees.
- 34.2. A Building Contractor will qualify for registration only if she or he can furnish proof to Management of the HOA that she or he is registered with the NHBRC and is a member of the MBA or the BIFSA.

35. Conditions for Permission to Commence Building Activities

- 35.1. The Architectural Review Committee and the Municipality must have approved the Building Plans.
- 35.2. A builder's deposit must be paid to the Management.

- 35.3. A water connection must be obtained.
- 35.4. Sanitary and drinking water facilities must be provided on the building site.
- 35.5. The Estate will provide a uniform builder's board that will be erected in a position and to a standard approved by the Management. The cost of the Board will be for the owner/contractor. No other sign, notice, billboard or advertisement of any kind may be displayed on the construction site.
- 35.6. The Environmental Control Officer (ECO) must be notified in writing of the date on which construction activities are to commence.
- 35.7. Before construction of the dwelling can commence a boundary, wall must be constructed on the side and back boundaries of the stand.

36. Building Fees & Deposits

36.1. Sidewalk Deposit

- 36.1.1. The Owner/Building Contractor must pay the Sidewalk Deposit as determined by The Board from time to time for each building opportunity to the Management before construction starts.
- 36.1.2. The Sidewalk Deposit is refundable without interest after the Management has been notified of the completion of the work as per the approved plans and an occupational certificate has been issued by the Municipality.
- 36.1.3. The Management may use the Sidewalk Deposit to offset the cost of
- 36.1.3.1. repairing any damages occasioned by the Building Contractor to kerbing, sidewalks, streets, landscaping or any other property of the EOAHOA or an Occupant; and
 - 36.1.3.2. the cost of removing, either during building operations or on completion thereof, any rubble, refuse or litter or building material left on the sidewalk, street, Private Open Space or any other Erf.
 - 36.1.3.3. Any levies outstanding on the property.
 - 36.1.3.4. The Management may recover only verifiable actual costs incurred by her or him. A standard cash slip, statement or receipt will serve as proof of the expenses incurred.

36.2. Screening Fee

- 36.2.1. The Owner/Building Contractor must pay the Screening Fee as determined by The Board from time to time to the Management before construction starts.

36.3. Building Levy

- 36.3.1. A monthly Building Levy is payable from the date construction started until completion of the house. 50% thereof will go towards a Street Maintenance

Reserve and the other 50% will be utilised to monitor and regulate building activities during the construction phase and to ensure architectural compliance with approved plans.

37. Conditions during Building Period

- 37.1. A Building Contractor must ensure that building activities are performed in such a manner that no damage is caused to neighbouring properties and as little disturbance and inconvenience as possible to neighbours and other Occupants.
- 37.2. If building activities take place adjacent to an existing dwelling, the Building Contractor must make every effort to respect the privacy of the neighbours.
- 37.3. A Building Contractor and her or his Employees may be present in the Estate only during the following normal working hours:
- | | | | |
|--|---|----------------|--|
| Monday to Thursday | = | 07:00 to 18:00 | (In winter months construction hours will be from 07:00 to 17h00). |
| Friday | = | 07:00 to 16:00 | |
| Weekend working hours: (No Deliveries) | | | |
| Saturday | = | 08:00 to 13:00 | |
- 37.4. Sundays and public holidays and the period from 16 December until 15 January (both days included), are not normal working days and building activities may not be carried out on these days.
- 37.5. Building activities must proceed without lengthy interruptions.
- 37.6. Water for construction purposes may not be obtained from water points on Private Open Spaces.
- 37.7. Employees may not roam about the Estate but may only be on the building site for which they are registered.
- 37.8. An Employee may not use any Private Open Space or common facility in the Estate as a resting place.
- 37.9. No liquor is permitted on any building site in the Estate at any time.
- 37.10. Employees may use only the sanitary and drinking water facilities on site. Sanitary waste must be removed weekly.
- 37.11. No open fires may be lit on the building site, and the Building Contractor must ensure that there are always sufficient fire extinguishers on site.
- 37.12. Where machinery, equipment or material is off-loaded in such a way that it encroaches onto the sidewalk, into the street or onto a Private Open Space, the Building Contractor must forthwith move the item concerned onto the building site. No machinery, equipment or material may be stored or remain on the sidewalk or in the street without the written permission of the Management and subject to such conditions as she or he may impose.

- 37.13. A Building Contractor must ensure that the kerb, sidewalk and street in front of the building site concerned are adequately protected from damage by the building activities and that the street is at all times swept clean.
- 37.14. Vehicles, machinery and equipment may not be cleaned in the Estate.
- 37.15. Sand and building rubble washed away or moved onto the sidewalk, into the street or onto a Private Open Space must be cleaned away forthwith.
- 37.16. Excess material or building rubble may not be spoiled on Private Open Spaces in the Estate.
- 37.17. The building site must be kept as clean as possible of refuse and litter. Refuse and litter must be removed weekly before 15:00 on a Friday and whenever the Management instructs the Building Contractor to do so.
- 37.18. A zero-tolerance attitude will prevail to ensure that chaos will not ensue as a result of non-compliance by the Building Contractor(s).

38. Storage Sheds / Huts

- 38.1. A Building Contractor may erect storage sheds / huts within the boundaries of the building site and to a maximum height of 2,4m.
- 38.2. The position of such structures must be indicated on a building site diagram, which must be submitted to the Management for approval before erection thereof.

39. Site Guard

No Building Contractor will be allowed to employ a guard on site outside normal working hours and normal working days.

40. Construction Vehicle and Delivery Restrictions

- 40.1. The following restrictions apply to construction vehicles allowed into the Estate:
- 40.1.1. Only non-articulated vehicles without trailers of the following specifications are allowed:
- | | | |
|---------------------|---|-------------------------------------|
| Maximum load | = | 5000 bricks / 10 cub meters of sand |
| Maximum length | = | 9.1m |
| Maximum width | = | 2.6m |
| Maximum gross mass | = | 20,000 kg |
| Maximum axle weight | = | 8,000 kg |
- 40.1.2. Only roadworthy, licensed vehicles will be allowed into the Estate.
- 40.2. Drivers must use the streets and may not take a short cut over other Erven or Private Open Spaces.
- 40.3. Vehicles may not be left unattended in such a position that they may cause an obstruction to other road users.

- 40.4. Vehicles may not be parked on Private Open Spaces or private properties without the prior written consent of the Management, or the Occupant concerned, as the case may be.
- 40.5. The following general conditions apply to deliveries to a building site:
- 40.5.1. The Building Contractor must brief the drivers of delivery vehicles on the Rules governing deliveries.
 - 40.5.2. Delivery vehicles are subject to the general construction vehicle restrictions.
 - 40.5.3. The Building Contractor is at all times responsible for delivery vehicles and delivery personnel.
 - 40.5.4. Deliveries to the building site may take place only from the street frontage of the building site.
 - 40.5.5. Deliveries may take place only during normal working hours and on normal working days.
- 40.6. The following additional specific conditions apply to concrete deliveries to a building site:
- 40.6.1. Concrete delivery vehicles may be washed only on the building site concerned and spillage and run-off must be contained on that site. See schedule of fines on fines applicable to spillage.
 - 40.6.2. Concrete may not under any circumstances be spilt onto sidewalks, streets or Private Open Spaces.
 - 40.6.3. Spilt concrete must immediately be removed.

41. Erection of a Dwelling

- 41.1. An owner of a Res 1 stand shall be obliged to commence construction of a dwelling within 24 months from the date of the first transfer of that property from the developer and complete the dwelling within 36 months of such date.
- 41.2. A Res 3 development must be completed within 36 months from the first transfer date of the stand from the developer with a minimum completion of 50% within the first 24 months.
- 41.3. Once construction of a Res 1 dwelling has commenced, such dwelling will be complete within 18 months, failure to do so will result in the Building Levy being increased to 5 times the monthly Building Levy until completion of the Dwelling. A further extension of 6 months will be considered based on the merit of the application.

PART IV – APPLICATION OF RULES

42. General

- 42.1. If a person fails to comply with a written notice from the Board to rectify, or desist from, a transgression of any of these Rules and such failure persists after expiration of the period specified in the notice –
- 42.1.1. the Board may impose the prescribed fine on the person concerned; and/or
 - 42.1.2. the Board may remedy the failure for the account of the person concerned; or
 - 42.1.3. the Board may apply for a court order at that person's cost to compel her or him to comply with the notice.

43. Failure of Owner to Maintain Property

- 43.1. If an Owner fails to comply with a written notice from the Board to repair or maintain his property in a state of good repair as required by these Rules and such failure persists after expiration of the period specified in the notice –
- 43.1.1. the Board may impose the prescribed fine on the Owner; and/or
 - 43.1.2. the Board may remedy the failure for the account of the Owner; and/or
 - 43.1.3. the Board may apply for a court order at the Owner's cost to compel her or him to comply with the notice.

44. Building Activities and Variation from Approved Plans

- 44.1. If an Owner fails to submit Building Plans as required by these Rules, or if a Building Contractor commences building activities before the Architectural Review Committee has certified that the Building Plans, or if the Owner fails to submit plans to the HOA for any deviations or variations from the approved plans prior to the construction thereof:
- 44.1.1. the Board will impose a Plan Variation Penalty on the Owner regardless of the fact that the variation may comply with the Architectural Guidelines. This penalty will be imposed monthly until the matter has been resolved to the satisfaction of the Board.
 - 44.1.2. the Board will suspend all building activities on those stands until such time as the breach has been remedied or the revised plan has been approved.
 - 44.1.3. The Board may apply for a court order at the cost of the Owner to compel her or him to comply with these Rules.
 - 44.1.4. Plan Variation Penalty – R 5 000 pm”

45. Vehicles

- 45.1. If a vehicle is parked, standing or abandoned on any Private Open Space without the Board's consent, the Board may –

- 45.1.1. impose the prescribed fine on the owner of the vehicle; and/or
- 45.1.2. after having given the owner of the vehicle a written notice to remove the vehicle within the period specified in the notice, cause the vehicle to be removed or towed away at the risk and expense of the owner of the vehicle.

46. Action or Decision of Management

- 46.1. An Owner who is dissatisfied with an action or decision of the Management may in writing request the Management to refer the matter to The Board for decision.
- 46.2. The Board may in its sole discretion designate one or more of its members to meet with the Owner on the matter raised and dispose of it, or to advise The Board on how to dispose of it.

47. Matter Raised with The Board

- 47.1. An Owner who wishes to register a complaint with, or to bring another matter to the attention of The Board, must do so in writing addressed to the Management of the HOA and marked for the attention of the Chairperson: The EOAHOA.
- 47.2. A matter so raised must be included in the agenda of the next ensuing The Board meeting.
- 47.3. The Board may decide to let the matter stand over to another meeting to allow its members reasonable time to acquaint themselves adequately with the detail of the matter to be able to take an informed decision on it.
- 47.4. The Board may in its sole discretion allow the Owner concerned an opportunity to address it on the matter if it requires further clarification to enable it to deal with the matter.
- 47.5. The Board may in its sole discretion designate one or more of its members to meet with the Owner concerned on the matter raised and dispose of it or to report its finding and advice, if any, to The Board.
- 47.6. An Owner who is dissatisfied with the procedure followed by The Board in processing a matter raised by her or him or with its decision on the matter, may –
 - 47.6.1. subject the Memorandum of Incorporation, raise it at the next ensuing annual general meeting or an ordinary general meeting called for that purpose; or
 - 47.6.2. declare a dispute.

PART V – FEE STRUCTURE & FINES

The fees contained herein will be adjusted from time to time by the Board of Directors. All fees are Vat inclusive.

48. Plan Scrutiny

Plan Scrutiny Fee:	Res 1 Stands	As per current fee schedule
Plan Scrutiny Fee:	Res 2/3 Stands	As per current fee schedule
Site Development Plan	Per Unit Type	As per current fee schedule

The first re-submission after the comments by the Architectural Review Committee will be free of charge, thereafter a re-submission fee of Site Development Plan will apply.

49. Sidewalk Deposits (No Vat)

A refundable Sidewalk Deposit of as per current fee schedules payable for a Res 1 stand.

A refundable Sidewalk Deposit of as per current fee schedules payable per Res 2/3 Unit with a maximum of R 25 000

50. Screening Fee

A Screening Fee of as per current fee schedules payable for a Res 1 Stand. Actual cost of installation as per current fee schedule will be deducted and the balance refunded less any maintenance done during the construction phase.

The cost of screening a Res 2/3 Development will be charged to the Developer at the time.

51. Building Levy

A Monthly Building Levy As per current fee schedule will be charged to every Res 1 stand from the commencement date of construction until the house is completed.

A Monthly Building Levy of as per current fee schedule will be charged for every Res 2/3 Unit as per the approved site plan from the commencement date of construction on the site until completion of the development.

52. Builders Board

A fee of as per current fee schedule will be charged for the erection of the approved Builders Board by the HOA.

53. Good Behaviour Penalty

A Penalty of R 5 000 payable by the Builder for not complying with the Estate Rules or Builders Code of Conduct.

54. Plan Variation Penalty

A Penalty of R 5 000 payable by the Owner for failure to comply with Clause 31 of the Estate Rules.

55. Occupation

No owner or resident may occupy a house/unit/cluster unless in possession of a valid Occupation Certificate issued by Midvaal Municipality and an Eye of Africa Occupation Certificate.

56. Parking Fine

A Parking Fine of R 1 000 per day will be payable for not complying with parking rules as per 7.11 & 7.12 of these rules.

END