



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.

WARNING

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

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

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ESTATE RULES – PREAMBLE

The primary objective of the Eye of Africa Homeowners Association (EOAHOA) is, firstly, the promotion and enforcement of standards for community living so that Occupants may derive the maximum collective benefit therefrom, 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 of 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 or any alterations or additions to any Erf, whether for himself or herself or on contract or subcontract for an Owner, but does not include the Developer and Sub-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 any of the aforesaid involving the Developer.
- 1.3. **Common Property** means collectively, any land, roads, parks, open spaces and other areas in the Estate whether owned or held or controlled by the EOAHOA (by way of usufruct or servitude or in any other manner whatsoever), or held or vesting in the Municipality or any other authority but not being properly or adequately maintained by that authority and, including without any limitation, road reserves, bridges, traffic islands, traffic circles, traffic lights, road markings, signage, lamp posts, all other lighting, street furniture, landscaping, verges, pavements, embankments, flood plains, dams, water bodies and water courses, grey water reticulation and management systems, buildings, fences, walls, gate and guard houses or other security facilities and security equipment.
- 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 Architectural Committee (including an architect) appointed from time to time 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 his/her 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 and development called Eye of Africa.
- 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 EOAHOA and its members 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 Local Municipality.
- 1.15. **Occupant:** Any person residing in the Estate, irrespective of whether he/she 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 any property or a sectional title unit in the Estate.
- 1.17. **Service Provider:** Any person who performs a maintenance, installation or repair service in connection with the Estate including, but not limited to, a property in the Estate, whether for himself or herself or on contract or subcontract for an Occupant or the EOAHOA.
- 1.18. **EOAHOA:** The Eye of Africa Homeowners Association.

2. Owner's Responsibility

- 2.1. An Owner must ensure that all their family members and 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 their property or any part thereof, they must ensure that the buyer, tenant, boarder and all occupiers is provided with of a copy of these Rules.
- 2.3. An Owner may not use their 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 EOAHOA Management, an Owner must allow a person authorised thereto by the Management of the HOA, to enter upon their Erf to -
 - 2.4.1. prune trees, shrubs and plants which interfere with the proper functioning of the security system or any common services or any part of the Common Property; 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 Common Property 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. All Owners and Occupiers must ensure that 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 said Owners and Occupiers 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/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 EOAHOA.
- 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. The EOAHOA complies with the Immigration and Labour Acts where identification and passport documents are concerned. Measures, as stipulated by the Department of Home Affairs, must be strictly complied with and therefore registration with EOAHOA is compulsory.
- 3.6. Any person who is not registered on the security system or without a Contractor's Access code provided by the Occupant will be denied access to the Estate.

4. Resident Charter

- 4.1. By virtue of their home ownership or residency within EOAHOA, Members and residents shall be entitled to controlled access into EOAHOA and security protocols that support the protection of property and the safety of families.
- 4.2. 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.
- 4.3. A diligent Homeowners Association that applies prudent financial and administrative controls and industry "best practice" for the Estate.
- 4.4. Ongoing communication to keep Members and residents informed about the Estate and relevant social events.
- 4.5. 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 collective commitment to the Estate Rules and Regulations.
- 4.6. Mutual respect by all Members, residents, employees and visitors.
- 4.7. Compliance with all Estate rules and guidelines as amended and published from time-to-time.
- 4.8. Compliance with Local Municipal By-Laws.
- 4.9. A community-minded spirit with tolerance and reasonableness being the primary principles, which underpin our social behaviour and fairness towards one another.

- 4.10. A security and social awareness that supports the protection of property and family safety.
- 4.11. Social and family behaviour that is consistent with the community-minded spirit and quality standards for which The EOAHOA has become recognized.
- 4.12. Compliance with the due process outlined by the EOAHOA 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 Board whose ruling will then be final and binding on all parties.
- 4.13. Fines could be instituted to owners, residents or visitors to the restaurant and Golf Course that contravenes Estate Security measures.
- 4.14. 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, and/or an RFID tag will be provided. Members of and visitors to a Homeowner in the following categories will be registered:

- Homeowners
- Family Members
- Preferred Visitors

Homeowners will have the ability to create an access code for visitors to their homes, or a Contractors access code for once-off 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. Members of and visitors to a Resident in the following categories will be registered:

- Homeowners
- Family Members
- Preferred Visitors

Residents will have the ability to create an access code for visitors to their homes, or a Contractors access code for once off Contractors (less than three days and a maximum period of one month).

Expiry dates for access to the Estate will coincide with the expiry dates on the lease agreement.

Domestic Employees

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 access via his/her own vehicle.

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

Contractors

Upon registration, all contractors are to provide original documentation. Copies of documents are not accepted.

- ID
- Passport
- Work Permits
- Asylum seeker documents are not accepted for registration or access purposes at the EOA.

Day passes for contractors on Saturdays are not accepted.

Contractors, who access the Estate for three or more consecutive days, receive access to the Estate by providing a copy their identity documentation/passport/work permit/asylum seeker documents. Included in this is a registration form which must be signed by the homeowner and the Contractors Firm/Developer. Access only in the form of Biometric Registration will be provided. An annual registration/administration fee as identified by The Board will apply.

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

Expiry dates for contractors' access to the Estate rests upon Builders Closure on 15 December. Re-registration will take place upon the gate opening in January. Verification of contract and identity will apply.

The EOAHOA reserves the right to permanently bar/remove access to the Estate should any contractor fail to comply with the Access Control protocols and procedures.

Deliveries

Deliveries to the Estate in the 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.

5. Levies

5.1 Levies are due and payable monthly in advance on the first day of each month.

5.2 Levies will be determined by The Board in accordance with the Articles of Association. Annual levy increases are solely at the discretion of The Board, based on economic conditions.

5.3 It is strongly encouraged for homeowners to sign a debit order in favour of the EOAHOA for the collection of levies unless The Board decides otherwise. Where a signed debit order is not in place, an administration fee, as determined by The Board, is charged.

5.4 Members shall not be entitled to withhold payment of levies payable to the EOAHOA for any reason (including and without limiting the generality of the afore going by reason of any alleged failure by the EOAHOA to provide any services), and shall not be entitled to apply set-off, deduction or withholding of any nature whatsoever.

- 5.5 Members whose levies are in arrears, may at the sole discretion of the EOAHOA Management enter into a repayment agreement, agreed upon by the EOAHOA with a signed payment plan and acknowledgement of debt.
- 5.6 The EOAHOA has the right to charge an administrative fee for arrears notifications, including telephonic calls and/or email communications to follow up on overdue accounts.
- 5.7 As part of the debt collection process, the EOAHOA reserves the right to restrict access of owners, their tenants and visitors, contractors and sub-contractors, until such time as the owner has settled their account and/or entered into a payment agreement with the EOAHOA.
- 5.8 Levy invoices shall include, but not be limited to, penalties, conduct transgression fines, damages to infrastructure and other payments due to the EOAHOA.

6 Unsightly Objects

- 6.1 An Occupant may not cause or allow any object which includes, but is not restricted to, trailers, caravans, boats or any other vehicle, which are visible from the street or any Common 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 penalty will be payable by the Member who transgressed.
- 6.2 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.
- 6.3 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.
- 6.4 Any aesthetic structures or artworks of any kind may only be erected if they are within at least 3-meters of the dwelling/house or placed in an area which is not unsightly to neighbours. In the event of a dispute as to whether the aesthetic structure or artwork is unsightly to neighbours or as to whether it has been erected in the permitted area, such dispute will be referred to the Board of Directors of the EOAHOA whose decision in this regard will be final and binding on the parties and not subject to review or appeal.
- 6.5 No estate agent or homeowner may display signs for property sales, except on stipulated show days. The signs are to be removed immediately after the showing.
- 6.6 No awning/shade port/stretch tent, which is not in alignment with the Estate colour palette, may be erected unless approved by The Board.

7 Traffic Control

- 7.1 Unless specifically stated otherwise in these Rules, the normal statutory traffic laws apply in the Estate.

A speed limit of 40kms per hour applies in the Estate.

From 1 September 2017, penalties will be imposed on individuals who exceed the speed limit of the Estate as stipulated below. Speed monitoring devices that confirm to industry standards will be used.

The speed penalties applied will be as follows:

45 – 49 km/h	R 600,00
50 - 55 km/h	R 800,00
56 - 60 km/h	R 1000,00
61 - 65 km/h	R 2000,00
66 - 70 km/h	R 2500,00
71 – 75 km/h	R 3000,00
76+ km/h	R 5000,00

7.2 A parking penalty of R1000,00 will be imposed for non-compliance with parking rules.

7.3 Penalties will be amended from time to time at the discretion of The Board.

7.4 Pedestrians will at all times have the right of way and may utilise the road as a passage.

7.5 Vehicles must at all times be operated with the utmost care in the Estate.

7.6 Vehicles may not be operated anywhere other than on designated roads in the Estate.

7.7 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.

7.8 No motorised vehicle will be permitted in the public open spaces other than maintenance vehicles.

7.9 Non roadworthy and unlicensed vehicles and unlicensed drivers may not use the streets in the Estate.

7.10 Vehicles may not be left unattended in such a manner that they may cause an obstruction to other road users.

7.11 No skateboards will be allowed on any roads in the Estate.

8 Private Open Spaces, Common Facilities and Golf Course

8.1 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.

8.2 Private Open Spaces and Common Facilities may not be damaged in any way.

8.3 Litter may not be strewn on Private Open Spaces or in Common Facilities but must be placed in the litterbins where provided.

8.4 Picnics are permitted in designated areas only.

8.5 No open fires or braais are permitted in Private Open Spaces unless specifically permitted.

- 8.6 EOAHOA contracted staff are allowed to be present on the common facilities they are maintaining.
- 8.7 Trapping, shooting, harassing or in any way harming of the waterfowl, birds or animals in the Estate is prohibited.
- 8.8 Fishing, swimming or the performing of any other water activity is prohibited in the dams and water features.
- 8.9 Pets may not be allowed to enter the dams or water features.
- 8.10 No building rubble, refuse or unwanted articles or material of any nature may be dumped on Private Open Spaces or Common Facilities.
- 8.11 No trees or plants may be removed from or planted on Common Property 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 must agree to maintain this area, before such property can be transferred to the new owner. All landscaping plans must form part of every sales agreement.
- 8.12 No motor vehicle may be parked on Private Open Spaces or Common Property unless it is in a designated parking area within the Private Open Space or Common Property. Vehicles may be clamped transgressing parking on Private Open Spaces and Common Property. A spot penalty may be imposed by the HOA to offenders. A Parking penalty will be payable by the Member or by the Member whose guest transgressed.
- 8.13 No trailer, motorcycle, golf cart, boat, caravan or similar may be parked on Common Property except in designated parking areas within the Common Property. A Parking penalty will be payable by the Member or by the Member whose guest transgressed.
- 8.14 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.
- 8.15 The natural passage of storm water drainage over the Common Property shall not be interfered with or altered.
- 8.16 Access to the Golf Course will only be permitted to golf members and paying visitors having booked a tee-time and checked in at the Pro Shop.

9 Estate Agents

- 9.1 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.

- 9.2 An Estate Agent may operate on a “by appointment” basis only and must adhere to the security arrangements in place.
- 9.3 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.
- 9.4 No "For Sale" or "To Let" signs are permitted other than on show days
- 9.5 If a property is on show on a particular day, the Estate Agent concerned –
 - 9.5.1 must provide the Management of the EOAHOA in writing with the detail of the property concerned on the last Wednesday preceding the intended showing;
 - 9.5.2 may erect "On Show" signs on the sidewalk at the property on the show day only; and
- 9.6 "On Show" signs must be removed by 17:00 the show day.

10 Service Providers

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

11 Maintenance of Properties and Streetscape

- 11.1 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 to the satisfaction of The Board.
- 11.2 All external walls may be painted only in the approved colours.
- 11.3 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.
- 11.4 Building rubble, refuse or unwanted articles or material may not be placed, stored or dumped on undeveloped Erven or sidewalks.
- 11.5 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.
- 11.6 No trees or plants may be removed from or planted on sidewalks without the written prior permission of the Management.
- 11.7 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.
- 11.8 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.

12 Pets

- 12.1 An Occupant may not keep –
- 12.1.1 any poisonous, exotic or other undomesticated pets; or
 - 12.1.2 poultry, pigeons, aviaries or livestock.
- 12.2 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.
- 12.3 Dogs are to be safely confined within the boundaries of the relevant Erf. When walked in Private Open Spaces and Common Property, dogs must always be restrained on a leash.
- 12.4 An Occupant must ensure that her or his pet does not create a nuisance or cause a disturbance.
- 12.5 An Occupant must immediately remove any excrement deposited by her or his pet outside her or his Erf.
- 12.6 An Occupant must at least once a day remove any excrement deposited by her or his pet inside their Erf.
- 12.7 Pets must wear a collar fitted with a tag indicating the contact details of its owner. An implanted electronic chip is encouraged. Stray pets without identification will be rescued and taken to the SPCA or a suitable shelter.
- 12.8 The use of pyramid mirrors and ultrasound devices as bird deterrents are not allowed.
- 12.9 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 EOAHOA for consideration.
- 12.10 Where pets are found to be neglected, for example, left to fend for itself or failing to provide it with medical attention, the HOA reserves the right to remove the pet with the assistance of the SPCA. Suitable arrangements need to be made for the care of pets when residents are away overnight or longer.
- 12.11 No person may inflict physical cruelty to a pet or any animal or subject it to violence.
- 12.12 No fireworks whatsoever are allowed in the Estate.

13 Business Activities

- 13.1 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.
- 13.2 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.
- 13.3 The Board may determine the effect of a business activity on the infrastructure and security of the Estate and may charge the Occupant accordingly.

14 Security Wall and Fence

- 14.1 No person may damage or remove any part of the security wall, fence or equipment.
- 14.2 No signage whatsoever may be erected against or on top of the security wall or fence.
- 14.3 No large trees, shrubs or plants may be planted in close proximity of the security wall or fence.

15 Clearance or Other Certificates

- 15.1 The EOAHOA Management may not issue a clearance certificate, or any other certificate required for purposes of the transfer of a property if -
- the offer to purchase does not contain a clause binding the purchaser to the provisions of the Memorandum of Incorporation.
 - all monies due to the EOAHOA have on the date of registration not been paid or provision has not been made to the satisfaction of the EOAHOA Management for the payment thereof; or 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.

16 Noise levels

- 16.1 As a general rule any excessive noise, exceeding 70 decibels, between the hours of 22:00 and 06:00 from Sunday to Thursday applies. Between 22h00 to 06h00 Friday and Saturday, music volume must be lowered and from 00h00 all music must stop. EOAHOA Management and contracted security ambit, in cases of noise complaints, have the right to enter any property to take noise measurements within 5m of the front door and will have the right to enforce the peace.
- 16.2 Undue noise caused by any worker on the Estate could be penalized by a penalty at the discretion of the Board of Directors.

- 16.3 No landscape contractor companies are allowed to work at properties after 13h00 on Saturdays.
- 16.4 No landscape contractor companies are allowed to work on Sundays or Public Holidays.
- 16.5 No gardening equipment which may cause a disturbance, such as but not limited to, lawnmowers, grinders, blowers or any other noise producing equipment, is allowed to be used before 08h00 on Sundays, excluding golf course equipment.

17 Generators

- 17.1 The HOA is to approve each and every location prior to installation.
- 17.2 The location will be carefully considered and must ensure the least disturbance to the adjoining neighbour.
- 17.3 The unit is to be hidden from all Common Property including but not limited to the golf course, street & parks.
- 17.4 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;
- 17.5 There are two sets of guidelines/rules that need to be complied with in terms of the noise factor viz:
 - 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:
 - 2. The Local Authority Requirements.
- 17.5.1 The Regulations applicable here states the following maximum levels:
 - 17.5.2 Suburban: 50dB (A) from 06h00 to 22h00 and 40dB (A) from 22h00 to 06h00 Urban: 55dB (A) from 06h00 to 22h00 and 45dB (A) from 22h00 to 06h00.
- 17.6 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 an official power outage;
- 17.7 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 must comply with all relevant safety regulations.
- 17.8 Possible methods of reducing noise:
 - 17.8.1 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.

- 17.8.2 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.
- 17.8.3 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.
- 17.8.4 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.
- 17.8.5 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.
- 17.8.6 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.
- 17.9 Provision must be made for ventilation. The opening for such must be attenuated.
- 17.10 No units bigger than 10 KVA, will be approved. In such cases, the owner should rather install a solar or UPS system.
- 17.11 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.
- 17.12 The unit is to be screened appropriately and such screening is to comply with the guidelines.
- 17.13 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 networks". 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 EOAHOA by the building owner and/or Contractor.

- 17.14 **Generators – Existing Installation**
These rules apply to all existing installations and new 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 EOAHOA is to be supplied with a copy of the electrician's certificate.
- 17.15 **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).
- 17.16 **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.
- 17.17 **Fuels and diesel should be stored in a safe place.**

18 Golf Carts

- 18.1 Golf carts should only be driven by drivers holding a valid South African drivers' learner's licence for passenger vehicles.
- 18.2 Golf carts may not be driven on private roads in the Estate and may only be driven on Golf Cart paths.
- 18.3 Golf carts must be registered and numbered at the EOAHOA Security Office.
- 18.4 **INDEMNITY – Damage from Errant Golf Balls**
- 18.4.1 Members and Residents indemnify and hold harmless the EOA Homeowners Association, and all bona fide golfers, against liability for any damage or injury caused by golf balls hit by bona fide golfers playing golf on the golf course.
- 18.4.2 Members and Residents are advised to have proper public liability insurance cover in the event of a golf ball causing material damage to their property, including solar panels, or personal injury.
- 18.4.3 Members and Residents shall take appropriate measures to protect their persons and property in the eventuality of a golf ball causing material damage. Various technologies exist to provide such protection, including, but not limited to:
- 18.4.3.1 The installation of an appropriate specification laminated security glass.
- 18.4.3.2 The installation of an appropriate safety film ('anti smash and grab' type)
- 18.4.3.3 The installation of a glass security barrier eg.Trellidor Clear Guard or similar technology.

19. Work on Sundays

- 19.1 Normal garden maintenance work is allowed on Sundays between 08h00-17h00, provided no noise related machinery is operated after 12h00.

20 General

- 20.1 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 EOAHOA in writing. The EOAHOA may require that a complaint is submitted to the in the form of an affidavit before they consider it.

21 Fire Protection

21.1 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.

- 21.2 At no time may the EOAHOA, or any Owner or Occupant, access or tamper with Midvaal owned property on the Estate.

21.3 Storage of flammable materials

21.3.1 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, and then only in the required amounts. Any flammable substance at any property, must be stored and kept under conditions as per the Occupational Health and Safety Act.

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

22 Fire Extinguishers / Hydrants

- 22.1 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.

- 22.2 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 all damages (including consequential damages) as may be caused or suffered as a consequence of the aforesaid fire hydrants and fire hose reels not being in safe or 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.

23 Children

- 23.1 Children are subject to the Conduct Rules in the same way as adults.
- 23.2 The use of bicycles/tricycles, or any other entertainment equipment, on the Common Property is at the Owners and/or Occupiers own risk and is permitted, provided 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, or any other entertainment equipment, 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.
- 23.3 Parents will, at all times, be held responsible for the acts of their children and their visitors' children.

24 Ritual Slaughtering / Hunting

- 24.1 Other than in circumstances where the Owner or Occupier is in possession of a valid license or permit issued by the Midvaal Local Municipality, or other relevant authority, relating to the slaughtering of animals, ritual slaughtering is not permitted within the Estate.
- 24.2 No hunting is permitted within the Estate.

25 Drones

- 25.1 The Developer shall be entitled, for marketing and related purposes only and without reference to the EOAHOA, 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 EOAHOA.
- 25.2 Subject to 25.1 above 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

- 25.3 Where EOAHOA consider the use of drones along the perimeter of the Estate for security purposes, all SA Aviation requirements must be adhered to ahead of implementation.

26 Penalties

- 26.1 Owners acknowledge that the Directors of the EOAHOA shall be entitled to impose fines or penalties on the relevant Owner should either that Owner or any Occupier occupying through that Owner breach these Rules after following the correct procedure.
- 26.2 Owners and Occupiers hereby acknowledge that the Directors of the HOA shall be entitled to impose a penalty in respect of any breach, whether by an Owner or Occupier, of these Rules. The HOA shall, in the event of an Owner or Occupier being in breach of these 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.
- 26.3 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 EOAHOA shall notify the Owner that a penalty has been imposed and give reasons for their decision.
- 26.4 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 penalty should not be imposed.
- 26.5 The Directors of the HOA shall consider any written motivation in 25.4 and may thereafter either confirm imposition of the penalty, reduce the penalty or elect not to penalty the Owner, provided the HOA shall communicate their decision to the Owner within 14 days of their receipt of the Owner's representations.
- 26.6 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.
- 26.7 Any penalty 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 penalty is imposed together with payment of the levy by the Owner.
- 26.8 Accordingly, the members of the HOA may, in a general meeting from time to time, determine the quantum of any penalties as may be imposed by the Directors in terms of these rules.
- 26.9 Penalties imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Owner.

- 26.10 The EOAHOA has the right to issue infringement penalties to any contractor working on the Estate in relation to, but not limited to, damage to Estate property, failure to adhere to the OHS Act in relation to PPE equipment and Safety Files on site, or any other infringement deemed by the EOAHOA to be in contravention of the law or Estate Rules.

27. Procedure to be followed in regard to Penalties

- 27.1 Subject to the Directors and the EOAHOA following the correct procedure, Owners and Occupiers hereby acknowledge that the Directors of the EOAHOA and the EOAHOA shall be entitled to impose a penalty in respect of any breach, whether by an Owner or Occupier, of these Rules.
- 27.2 The EOAHOA shall, in the event of an Owner or Occupier being in breach of these Rules, notify the Owner (with a copy of such notification 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.
- 27.3 In the event that, the Owner or the Occupier fails to desist from the breach of the rule complained of in 27.2, the EOAHOA shall be entitled to address or send a letter to the Owner or, if the Occupier is in breach, to the Owner and Occupier concerned. Should the breach persist, the Directors of the EOAHOA may impose the fines as authorised in 27.1 and the EOAHOA shall notify the Owner that a penalty has been imposed and give reasons for their decision.
- 27.4 The Owner shall be entitled, within 7 days from receipt of the notice in 27.3 to make written representations to and give motivation to the EOAHOA as to why the penalty should not be imposed.
- 27.5 The Directors of the EOAHOA shall consider any written motivation submitted in terms of 27.4 and may thereafter either confirm imposition of the penalty, reduce the penalty or elect not to impose a penalty on the Owner. The EOAHOA shall communicate their decision to the Owner within 14 days of their receipt of the Owner's representations.
- 27.6 The decision of the Directors of the EOAHOA in 27.5 shall be 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.
- 27.7 Any penalty imposed as provided for in 27.1 shall be deemed to be a debt due by the Owner and shall be payable, following the month in which the penalty is imposed together with payment of the levy by the Owner.
- 27.8 The members of the EOAHOA may, in a general meeting from time to time, determine the quantum of any penalties as may be imposed by the Directors in terms of these rules.
- 27.9 Penalties imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Owner.
- 27.10 The EOAHOA has the right to issue infringement penalties to any contractor working on

the Estate in relation to, but not limited to, damage to Estate property, failure to adhere to the OHS Act in relation to PPE equipment and Safety Files on site, or any other infringement deemed by the EOAHOA to be in contravention of the law or Estate Rules.

28 Detailed list of Penalties

	RULE HEADING	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
1.	Neglect owner's responsibility	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
2.	Non-adherence to Security measures Rule 3	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
3.	Unightly Objects Rule 6	Warning	R500.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
4.	Misbehaviour, on private open spaces, on common facilities and Golf Course	Warning	R500.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
5.	Damage to Common Property, private open spaces and Golf Course	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
6.	Littering on private open spaces, on common facilities and Golf Course	Warning	R500.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
7.	Open fires on private open spaces, on common facilities and Golf Course	R2,000.00 plus damages	R5,000.00 plus damages	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties

8.	Trapping, shooting, harassing or in any way harming of waterfowl, birds or animals in the Estate	Warning	R2,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
9.	Fishing, swimming or performing other water activity, pets in dams and other water features.	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
10.	Dumping on private open spaces, on common facilities and Golf Course	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
11.	Planting or removal of plants on private open spaces, on common facilities and Golf Course	Warning	R500.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
12.	Vehicles, trailer, motorcycles, golf carts, caravan or similar parked on private open spaces or common property	Warning	R500.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
13.	Estate Agents Rule offences Rule 9	Warning	R500.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
14.	Maintenance of properties and streetscape Rule 11	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
15.	Pets & Neglect of pets Rule 12	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
16.	Fireworks in Estate	Warning	R5,000.00	A penalty equal to double the previous penalty imposed, and

				doubled on continuous penalties
17.	Business Activities Rule 13	Warning	R500.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
18.	Security Wall and Fence. Rule 14	Warning	R2,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
19.	Undue noise. Rule 16	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
20.	Generators Rule 17	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
21.	Golf Carts. Rule 18	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
22.	Work on Sundays. Rule 19	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
23.	Fire Protection. Rule 21	Warning	R2,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties

24.	Fire Extinguishers/ Hydrants. Rule 22	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
25.	Ritual Slaughtering. Rule 24	Warning	R500.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
26.	Drones. Rule 25	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
27.	Landscaping: Plants planted not in accordance to current or previous planting palettes Non replacement of plants which occurred on original landscape plan No approved Landscape plan submitted	Warning	R1,000.00 R1,000.00 R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
28.	Spillage	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties
29.	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	Warning	R1,000.00	A penalty equal to double the previous penalty imposed, and doubled on continuous penalties

29 Boreholes

- 29.1 The EOAHOA has no authority to limit a person that wants to drill for a Borehole on his/her individual stand.
- 29.2 Neither the EOAHO, nor its members, will also not have any liability if a person is taken to court for drilling a Borehole on his/her Erf.
- 29.3 It is the responsibility of the home owner to apply, and receive, approval from the Department of Water and Sanitation and Midvaal Local Municipality before drilling for a borehole. Such authority must be submitted to the EOAHOA office before proceeding with a borehole, for recordkeeping.

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 has 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.

30 General

Building Plans –

Must be prepared in accordance with the Building Code and the Architectural Guidelines for the area concerned;

Must comply with the Municipal and National Building Regulations (SABS 0400) and any other applicable legislation;

An electronic copy must be submitted to the EOAHOA Management.

Will be processed only upon proof of payment of the applicable plan scrutiny fee. Fees must be deposited into the account of the EOAHOA;

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

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 he/she is satisfied that the required design standards have been met.

The purpose of the Occupational Health & Safety Act (OHSA) is to provide for the health and safety of people at work. This Act is relevant to the building industry and all building practitioners need to comply with the Act.

What this means is that although it is understood that injuries can occur during building operations, the building contractor must take all measures possible to always ensure the safety of all his staff members. This includes keeping paperwork up to date.

All building sites must be in possession of a valid and updated Safety File as required by the Act. The file remains on site until building completion. Where a building contractor does not have a valid Safety File on site, or does not comply with the OHS Act, work on such site will immediately be stopped and the contractor, or his sub-contractors, will be fined by the Estate.

31 Approval of Plans

Plans must be submitted, during office hours, at the offices of the EOA/HOA with the appropriate submission fees for review. 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.

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

The conditions and guidelines contained in these Rules are binding upon all Owners of Erven in the Estate other than the Developer.

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 its opinion the plans do not comply with the prescribed architectural guidelines.

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.

If an Owner intends to implement a deviation or variation from the aesthetically approved Building Plans, he/she 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.

The Board will ensure that regular inspections will take place to protect the architectural integrity of the development.

32 Approved Plans

On approval by the Architectural Review Committee an electronic copy must be lodged at the EOAHOA offices for final approval, stamping and filing.

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.

Prior to commencing building operations, the Building Contractor must –

set out the foundations for inspection and approval by the EOAHOA and the Municipality;
and

confirm the height of buildings with the Architectural Review Committee.

33 Town-planning Restrictions

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 and Environmental Management Plan and record of decision.

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 –

the conditions of establishment and/or title to any Erf; or

any restrictions imposed by the Municipality or any other competent authority by virtue of controlling legislation; or

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

PART III – CONTROL OF BUILDING ACTIVITIES

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. The protection of the greenbelt within the Estate is of major importance and strict rules apply to govern construction around those areas.

35. General Conditions

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.

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.

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. **Where the existing environment is altered or damaged, the sidewalk deposit will be forfeited.**

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.

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.

36. Registration of Building Contractors

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 himself/herself and his/her Employees.

A Building Contractor will qualify for registration only if he/she can furnish proof to Management of the HOA that he/she is registered with the NHBRC and is a member of the MBA or the BIFSA.

All contractors must be in possession of a valid work permit before access will be granted onto the Estate.

37. Conditions for Permission to Commence Building Activities

The Architectural Review Committee and the Municipality must have approved the Building Plans.

A builder's deposit must be paid to Management.

A water connection must be obtained.

Sanitary and drinking water facilities must be provided on the building site.

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.

The Environmental Control Officer (ECO) must be notified in writing of the date on which construction activities are to commence.

Before construction of the dwelling can commence a boundary, wall must be constructed on the side and back boundaries of the stand. Netting at the front of the site must be 3m from the road.

38. Building Fees & Deposits

38.1 Sidewalk Deposit

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.

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. Protection of the greenbelt within the Estate is of major importance and strict rules apply to govern construction around those areas.

When selling a property that is only partially built, the seller forfeits the right to the sidewalk deposit as it is included in the selling package. Only on completion of the construction by the new owner, the sidewalk deposit will be transferred to them. If the property is sold when fully completed, and approved by the EOAHOA and Midvaal Local Municipality, the sidewalk deposit will be refunded to the seller before issuing a clearance certificate.

The Management may use the Sidewalk Deposit to offset the cost of –

repairing any damages occasioned by the Building Contractor to kerbing, sidewalks, streets, landscaping or any other property of the EOAHOA or an Occupant; and

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.

Any levies outstanding on the property.

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.

38.2 Building Levy

A monthly Building Levy is payable from the date construction started until completion of the house. The allocation of such levies is decided by The Board.

39. Conditions during Building Period

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.

If building activities take place adjacent to an existing dwelling, the Building Contractor must make every effort to respect the privacy of the neighbours.

A Building Contractor and her or his Employees may be present in the Estate only during the following normal working hours:

Monday to Friday = 07:00 to 17:00

Weekend working hours: (No Deliveries)

Saturday = 08:00 to 13:00

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.

Building activities must proceed without lengthy interruptions.

Water for construction purposes may not be obtained from water points on Private Open Spaces and Common Property.

Building contractors, nor their employees, may roam about the Estate but must remain on the building site for which they are registered.

Building contractors and their employees may not use any Private Open Space or common facility in the Estate as a resting place.

No liquor is permitted on any building site in the Estate at any time.

Building contractors and their employees may use only the sanitary and drinking water facilities on site. Sanitary waste must be removed weekly.

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.

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 or any Common Property without the written permission of the Management and subject to such conditions as she or he may impose.

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.

Vehicles, machinery and equipment may not be cleaned in the Estate.

Sand and building rubble washed away or moved onto the sidewalk, into the street or onto a Common Property must be cleaned away forthwith. Where the EOAHOA deems it necessary to remove rubble or refuse from a stand, the cost thereof will be charged to the owners account.

Excess material or building rubble may not be spoiled on Private Open Spaces in the Estate.

The building site must be kept clean 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.

A zero-tolerance attitude will prevail to ensure that chaos will not ensue as a result of non-compliance by the Building Contractor(s).

40. Storage Sheds / Huts

A Building Contractor may erect storage sheds / huts within the boundaries of the building site and to a maximum height of 2,4m.

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.

41. Site Guard

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

42. Construction Vehicle and Delivery Restrictions

The following restrictions apply to construction vehicles allowed into the Estate:

42.1 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

42.2 Only roadworthy, licensed vehicles will be allowed into the Estate.

42.3 Drivers must use the streets and may not take a short-cut over other Erven or Common Property.

42.4 Vehicles may not be left unattended in such a position that they may cause an obstruction to other road users.

42.5 Vehicles may not be parked on Common Property or private properties without the prior written consent of the EOAHOA Management or the Occupant concerned, as the case may be.

42.6 The following general conditions apply to deliveries to a building site:

42.7 The Building Contractor must brief the drivers of delivery vehicles on the Rules governing deliveries.

42.8 Delivery vehicles are subject to the general construction vehicle restrictions.

42.9 The Building Contractor is at all times responsible for delivery vehicles and delivery personnel.

42.10 Deliveries to the building site may take place only from the street frontage of the building site.

42.11 Deliveries may take place only during normal working hours and on normal working days.

42.12 The following additional specific conditions apply to concrete deliveries to a building site:

42.12.1 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.

- Concrete may not under any circumstances be spilt onto sidewalks, streets or Common Property.
- Spilt concrete must immediately be removed.
- All ready-mix vehicles must be fitted with a sock. The starting time for concrete pouring is strictly only allowed before 11h00. Any later pouring must be postponed to the following day.

43. Erection of a Dwelling

43.1 An owner of a property in Phases 1-9 shall be obliged to complete the dwelling within twenty four (24) months from the date of registration of the property.

43.2 An owner of a property in Phase 10, or Phases thereafter, shall be obliged to complete the dwelling within 36 months from the date of registration of the property.

PART IV – APPLICATION OF RULES

44. General

- 44.1 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 –
- 44.1.1 the Board may impose the prescribed penalty on the person concerned; and/or
 - 44.1.2 the Board may remedy the failure for the account of the person concerned; or
 - 44.1.3 The Board may apply for a court order at that person's cost to compel her or him to comply with the notice.

45. Failure by Owner to Maintain Property

- 45.1 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 –
- 45.1 The Board may impose the prescribed penalty on the Owner; and/or
 - 45.2 The Board may remedy the failure for the account of the Owner; and/or
 - 45.3 The Board may apply for a court order at the Owner's cost to compel her or him to comply with the notice.

46. Building Activities and Variation from Approved Plans

- 46.1 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 EOAHOA for any deviations or variations from the approved plans prior to the construction thereof:
- 46.1.1 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;
 - 46.1.2 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;
 - 46.1.3 The Board may apply for a court order at the cost of the Owner to compel her or him to comply with these Rules.
 - 46.1.4 Plan Variation Penalty – R5,000 per month

47. Vehicles

- 47.1 If a vehicle is parked, standing or abandoned on any Common Property without the Board's consent, the Board may —
- impose the prescribed penalty on the owner of the vehicle; and/or
 - 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.
- 47.2 Any driver found to be operating a motor vehicle without a valid driver's licence will incur a penalty.

48. Action or Decision of Management

- 48.1 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.
- 48.2 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.

49. Matter Raised with The Board

- 49.1 An Owner who wishes to register a complaint with the EOAHOA, may do so in writing. Such complaint shall be reviewed by EOAHOA Management, and if deemed necessary, will be brought to the attention of The Board. Where an owner wishes to bring a matter directly to the attention of The Board, they may do so in writing addressed to the Management of the HOA and marked for the attention of the Chairperson: The EOAHOA.
- 49.2 A matter so raised must be included in the agenda of the next ensuing Board meeting. Certain matters may be deemed by The Board to be discussed before the EOAHOA Technical Committee for resolution.
- 49.3 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.
- 49.4 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.
- 49.5 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.
- 49.6 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

- approach CSOS (Community Schemes Ombud Service); or
- subject to the Memorandum of Incorporation, raise it at the next ensuing annual general meeting or an ordinary general meeting called for that purpose; or
- -declare a dispute through CSOS (Community Schemes Ombud Service).

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.

50. 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

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.

51. Sidewalk Deposits (No Vat)

A refundable Sidewalk Deposit 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

52. 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.

53. Builders Board

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

54. Bad Behaviour Penalty

A Penalty of R5,000 payable by the Builder for not complying with the Estate Rules or Builders Code of Conduct.

55. Plan Variation Penalty

A Penalty of R5,000 payable by the Owner for failure to comply with Clause 31 of the Estate Rules.

56. Occupation

No owner or resident may occupy a house/unit/cluster unless in possession of a valid Occupation Certificate issued by Midvaal Local Municipality and Final Completion Certificate from EOAHOA. No temporary Occupation Certificate from Midvaal Local Municipality will be accepted.

A penalty of R20 000 will be levied when in breach.

END