

**BOTHA'S HILL • KZN**

*Circa 1860*

# **STONEFORD**

**COUNTRY ESTATE**

## **HOUSE RULES OF THE ASSOCIATION**

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## INTRODUCTION

The relevant sections of the enabling documents giving authority to make and enforce these Rules are contained in the Memorandum and Articles of Association of the Stoneford Homeowners Association, (Association Incorporated under Section 21). This section provides, *inter alia*, that the ASSOCIATION shall be entitled to make rules for the management, control and administration of the Estate. The Association also has the right to impose financial penalties (fines) to be paid by those members who fail to comply with the rules. Fines, where imposed, shall be deemed to be part of the levy due by the owner. In addition, the ASSOCIATION may enforce the provisions of any rule by application to the Courts. The provisions of these rules shall be binding upon all members and, insofar as they may be applicable to all persons occupying any property by, through or under any member, whatever the nature of such occupation and any other person in attendance on the Estate. The Articles of Association require the rules to be reasonable, to be binding, and to apply equally to all members. Based upon this rationale the rules should be seen to be neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction.

### 1. DEFINITIONS AND PROMULGATION OF RULES

- 1.1. In these house rules unless it appears to the contrary either expressly or by necessary implication:
  - 1.1.1. "Articles/Articles of Association" means the Memorandum and Articles of the Stoneford Home Owners Association (incorporated under Section 21) as registered in the offices of the Registrar of Companies.
  - 1.1.2. "Association" means the Stoneford Homeowners Association, a company incorporated in terms of the provisions of Section 21 of the Companies Act;
  - 1.1.3. "Chairman" means the duly elected Chairman of the Directors of the Association;
  - 1.1.4. "Common Property" means all land within the Estate which is for the common use of Owners;
  - 1.1.5. "Developer" means Copper Moon Trading 93 (Pty) Ltd including its successors in title or assigns;
  - 1.1.6. "Dwelling" means any building or structure erected on any Erf.
  - 1.1.7. "Estate" means Stoneford Country Estate;
  - 1.1.8. "Estate Property / Open Space / Common Property" means the area within the Estate falling outside of the Township erven which are not owned by any member;
  - 1.1.9. "Erf / Erven" means a freehold Erf / Erven within the Estate;
  - 1.1.10. "Managing Agent" means the organization appointed by the Developer to manage, control and administer the daily affairs of the Estate and Association;
  - 1.1.11. "Member" means a Member of the Association, who shall be a registered Owner of an Erf in the Estate;
  - 1.1.12. "Owner" means the registered owner of any property within the Estate provided that in the case of joint owners or legal persona, the nominated owner shall be deemed to be the owner. A reference to an Owner or a member or a resident shall include all persons entering or residing on the Estate through the registered Owner, and shall include, without limiting the generality hereof, any family member of the owner, any lessee or tenant of the owner, any invitee, employee, contractor, domestic worker, or any other person residing in, visiting or entering the Estate at the invitation or bequest of the owner;
  - 1.1.13. "Property / Properties" means any individual freehold Erf or sectional title unit;
  - 1.1.14. Any other definitions required in the interpretation of these rules and not contained herein shall be defined as set out in the Articles of Association, which definitions are incorporated herein by reference;
- 1.2. Contravention of Rules by "Others"
- 1.3. Any contravention of the rules by any person who gains access onto Stoneford under the authorization of an owner, or any contravention of the rules by family, children or the invitees of an owner, shall be deemed to be a contravention by the owner.

## 2. MEMBERSHIP

- 2.1. An owner is obliged to become a member of the Association, which in turn, confers one voting right. It should be noted that it is the initial "membership" that bestows the single vote and not the number of properties purchased. Multiple ownerships (joint ownership, trusts, close corporations, companies, etc.) are required to nominate one party only as "the member". Owners may not resign their membership.

## 3. DESIGN GUIDELINES

- 3.1. Designs to comply with guidelines set out in the architectural design code and landscaping design code. The design and construction of all new buildings, extensions, alterations to buildings, fences and all gardens must be approved by the Design Review Committee (DRC) and the Association prior to any work being commenced. In addition, the required local authority approvals must be obtained for all new buildings, alterations, extensions etc. All buildings, fences and gardens shall strictly adhere to the comprehensive "Architectural Design Code" (ADC) and "Landscaping Design Code" (LDC).
- 3.2. **Plan Approvals** - The required plans, forms and details as set out in the Conditions of Sale and in the ADC must be submitted to the DRC along with the request for Approval. It is a condition of the Local Authority that the DRC's prior approval of building plans is attached to the request for their passing of plans. No construction or installation may commence prior to the full DRC and Local Authority approvals.

## 4. GENERAL

### 4.1. General Conduct

- 4.1.1. Respect and general consideration by all residents for all other residents and all users of Stoneford shall be exercised at all times. Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other resident(s) or his/her/their rights in any manner deemed by the ASSOCIATION to be unacceptable to harmonious living, is strictly prohibited.
- 4.1.2. All Residents and their guests shall use the Estate facilities and amenities in such a manner so as not to interfere with the use of same by other Residents and such facilities and amenities shall be maintained in good order and repair, fair wear and tear excepted.

## 5. USE AND OCCUPATION OF A DWELLING

- 5.1. A dwelling may be used for residential purposes only.
- 5.2. The maximum number of persons permitted to occupy any dwelling within the Estate shall be the number of bedrooms in such dwelling multiplied by two.
- 5.3. Notwithstanding the above the Association may, after written application, allow more than the maximum number of persons to be accommodated in such dwelling.
- 5.4. Where any property is owned by more than one person, the co-owners concerned shall elect one of their numbers as the Liaison Officer for such property concerned and shall notify the Association of the name and address of such Liaison Officer.
- 5.5. Everybody in the Estate must observe the "quiet hours" curfew from 22h00 to 06h30. At weekends lawn mowers, power saws, brush-cutters, weed-eaters and the like may only be used on the Estate on Saturday from 08h00 until 12h00 and not at all on Sundays and on weekdays from 08h00 until 17h00.
- 5.6. The volume of music or electronic instruments should be kept at a level so as not to be heard on adjacent properties.
- 5.7. In the event that a member intends holding a social gathering that is expected to generate noise, the member shall notify the Association in advance of his intention to hold the gathering, its nature and possible duration and, subject to the approval of the Association and reasonable advance notice to members generally, the member may proceed to hold the gathering. The aforesaid is subject to the proviso however that partying is to be conducted with the minimum noise generation and no music, noise or merrymaking may be heard outside the boundaries of the applicable property after midnight. Contravention leading to complaints will be punishable by a fine within the discretion of the Association.
- 5.8. **Domestic Refuse:**
  - 5.8.1. Refuse removal is the responsibility of Residents and must fall within the bounds of the collection process as determined by the Association from time to time.

- 5.8.2. The Association may from time to time by notice in writing to all persons concerned:-
- 5.8.2.1. set the type and size of refuse containers to be used;
  - 5.8.2.2. supply approved containers to members;
  - 5.8.2.3. levy a charge for the supply of such containers;
  - 5.8.2.4. give directions in regard to the placing of such refuse for collection;
  - 5.8.2.5. nominate and contract with a refuse removal service provider;
- 5.8.3. The timetable and prescriptions for domestic refuse removal, as published by the Town Council or the Association, as the case may be, will apply and Residents will have to place their refuse containers in the demarcated areas and during the indicated time periods.
- 5.8.4. No person shall keep any refuse outside his dwelling except in the containers stipulated by the Association.
- 5.8.5. As soon as possible after collection and emptying by the Town Council or private contractor, the Resident shall remove his refuse bins from sight.
- 5.8.6. Containers shall not be kept in any place outside any dwelling, whether or not it may be seen from outside the grounds of such dwelling except in such places as may be specifically set aside therefore, or as may be approved by the Association from time to time and which are screened from public or neighbour's view.
- 5.8.7. Where in the opinion of the Association any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal service provider engaged by the Association, the owner shall make special arrangements with the Association and all costs thereof shall be for the owner's account. The Association may give the person wishing to dispose of such refuse such directions for its disposal as it may deem fit.
- 5.8.8. In the event of any person wishing to dispose of any domestic animal carcass he shall notify the Association. The disposal of any animal carcass may be arranged by the Association who will dispose of the same in such a manner as they may deem fit and at the cost of the person so requesting removal; all costs thereof shall be for the owner's account and shall be the responsibility of the owner through a private contractor. No domestic animal carcass may be buried on the estate.
- 5.9. Garden Refuse:**
- 5.9.1. General Garden refuse generated privately by an owner may not be placed on sidewalks except if a collecting agent will remove it within a period of 8 hours.
  - 5.9.2. The Estate Manager, prior to engaging of their services, must approve such collecting agents, and they will be required to be registered according to the Rules & Regulations applicable to contractors, for the purposes of access & security control.
  - 5.9.3. No garden or domestic refuse may be dumped on vacant erven, riverside areas, common areas, the bridle paths or anywhere else upon the Estate, except in areas specifically designated for such purpose.
  - 5.9.4. Any refuse which is unlawfully dumped shall be removed by the Estate Manager and the cost of such removal shall be for the account of the perpetrator or his principal and/or the identified owner or resident, in addition to which a fine will be issued.
  - 5.9.5. No refuse may be burnt under any circumstances whatsoever.
- 5.10. Domestic Laundry:**
- 5.10.1. No garments, household linen or domestic laundry of any nature may be hung or placed anywhere to dry except in a drying yard or such areas designated for such purpose, and which are screened from streets and neighbouring erven. Any such items placed in any other place may be impounded by the Association and may be reclaimed by the owners from the Association who may invoke a fine.
  - 5.10.2. No domestic laundry washing may be conducted in streams, ponds, dams etc. or outside of buildings.
- 5.11. No person shall keep anywhere in the Estate any flammable substance provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
- 5.12. Every person who occupies a dwelling within the Estate either as a member, tenant or occupier, shall be obliged to be contactable by telephone, such requirement arising from the Association's general security controls and the control of person entering and leaving the Estate.
- 5.13. Garage doors must be kept closed at all times other than when legitimate ingress and egress is taking place.

#### 5.14. Signs

5.14.1. No sign may be displayed on Stoneford (giving the name of builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors and the like). *(This rule shall not apply to the regulation notice board required by the Design Code for the erection of new buildings, nor the regulation notice board used by the Appointed Estate Agency for land or house sales nor to the security signs depicting zones on the perimeter fences).*

5.14.2. All decorative houses name boards must conform as to size, colour and position, with the requirements of the ASSOCIATION.

#### 5.15. Adverts / Publicity Material

5.15.1. No private, religious or commercial advertising notices or brochures are permitted to be distributed around Stoneford but may be displayed on the notice board provided by the ASSOCIATION for such purposes.

*(This rule shall not apply to legitimate notices to residents from the ASSOCIATION).*

### 6. ATTACHMENTS TO DWELLINGS

Nothing may be placed on or attached to a dwelling or any other structure, other than in accordance with prior written approval from the DRC. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to the likes of external air conditioning units, awnings, satellite dishes, external T.V. or radio aerials etc. even when not directly attached to the building). No flags or flag poles may be erected on erven within the Estate.

### 7. GARDEN/TOOL SHEDS

Free Standing sheds for tools or gardening equipment are prohibited.

### 8. DOLLS / PLAYHOUSE / JUNGLE GYMS

Free standing dolls houses, children's playhouses or jungle gyms in gardens require written permission from the DRC prior to installation and such items shall only be allowed provided they are in line with the style and amenity of Stoneford and that they will have no possible detrimental effects on neighbours.

8.1 Auctions / Jumble Sales / Garage Sales - Any form of public auction or sale on any property within Stoneford is prohibited (other than with the prior written permission of the ASSOCIATION).

### 9. FENCES / WALLS

Where additional fencing or walling is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the guidelines and no fencing may be installed until the written approval of the SDRC has been obtained.

### 10. GENERATORS

The following are the requirements for the installation of generators. Any installation of a generator, whether purchased or rented and irrespective of output or portability, requires approval from the MANAGER. Approval from the MANAGER can be retracted at any time should a generator cause an excessive disturbance to neighbours. All applications will be reviewed against the following criteria:

#### 10.1. SPECIFICATIONS

Only Ultra Silent Generators running at a maximum of 1500 revolutions per minute with a maximum sound pressure level of 51 dB will be allowed.

#### 10.2. LOCATION

May not be installed on COMMON PROPERTY (pavements, greenbelts and roads); May not be visible from the road or greenbelts. Planting or other screening may be required; Fire safety: must not be within 1m of boundary; All fuel to be stored in leak-proof/airtight containers specifically designed for such storage e.g. Jerry cans; Potential for noise disturbance – whilst it is accepted that generators are

noisy, attempts should be made to position them for minimum impact on neighbours; Sufficient ventilation to prevent fumes build-up is required. If the unit is not to be used externally then full details will be required of venting in accordance with National Building Regulations.

#### 10.3. OPERATING TIMES

Generators may not be operated between 23:00 and 6:00; If it can be demonstrated that the generator unit in operation cannot be heard from adjacent properties, then exemption from the above rule may be granted.

#### 10.4. REQUIREMENTS FOR APPROVAL – PORTABLE GENERATORS

This applies to small portable generators that are not connected into the existing electrical circuits / distribution board but merely have an extension cord that electrical appliances may be plugged into; A site plan showing the location of intended operating position including proximity to boundary wall needs to be submitted for approval prior to use to assess fire safety; Full details of the generator to be purchased, needs to be detailed in the application for approval. Note: The risk of CO (Carbon Monoxide) poisoning is very real. Portable generators are not intended to be used internally. CO build-up is possible in open sided carports and hence these areas are not considered to be external.

#### 10.5. REQUIREMENTS FOR APPROVAL – PERMANENTLY CONNECTED GENERATORS

Any generator that is intended to be permanently connected into the existing electrical circuits / distribution board must be installed by a qualified electrician and the appropriate compliance certificate issued, A copy of the certificate must be lodged with the HOA who will attach this to the approved site plan, a copy of which is retained at the office for future reference; Applications for approval of permanently connected generators will be referred to the Sub Committee specifically set up to deal with such applications. This committee has been housed under the Architectural portfolio, and applications will be reviewed against the National Building Regulations; A site plan showing the location of the intended position including proximity to boundary walls needs to be submitted for approval prior to installation; Full details of the generator to be purchased, needs to be detailed in the application for approval. A response to an application will be given within 24 hours in respect of portable generators and 48 hours in respect of permanent generators, workloads permitting. Submissions must be lodged at the ESTATE office before 14:00 on any given day, Monday to Friday.

### 11. UPKEEP AND MAINTENANCE OF RESIDENCES & GARDENS

#### 11.1. General House Maintenance

11.1.1. The exterior of every dwelling together with its fences, driveways, gardens etc., must be continuously and at all times maintained by the owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.

11.1.2. Every member shall engage in a maintenance contract with the Estate Management Company; including, but without derogating from the generality of the foregoing, garden maintenance, for the purposes of ensuring that his property is maintained in a good state of repair, due regard being had to the concept of the Estate being an up-market housing development.

11.1.3. A member who contravenes the provisions of this Rule and who after due notice has been given to him by the Association of the fault or omission, fails to rectify, repair or remedy the same, shall be liable to pay any costs incurred by the Association in rectifying, repairing or remedying such fault or omission. In giving effect to this Rule the member may not refuse the Association or its duly appointed agent or employees entry into his property for the purposes of carrying out the provisions hereof.

#### 11.2. New Gardens

The installing of first time/initial or new gardens shall comply with the procedures and guidelines as specified in the LDC. The upkeep and maintenance of the individual gardens and the area between the boundary of the property and road verge shall be the responsibility of the owner.

### 12. THE RIGHT TO KEEP AND THE CONTROL OF PETS/ANIMALS

12.1. Should a prospective owner wishing to purchase a property in the Estate be an existing cat owner and wish to bring these animals with to the Estate, they will be required to sign an undertaking to:

12.1.1. Ensure the animal is neutered and provide written proof thereof to the SHOA

12.1.2. Agree in writing to control the cat/s in the prospective owner's new property with whatever means are required.

12.1.3. Undertake not to replace the cat/s once they pass away.

- 12.2. In the event of any animal being introduced into the Estate without the requisite consent of the Association, the Association may call upon the owner thereof immediately to remove such animal, and in the event of the owner failing to do so, the Association may entirely at its own discretion impound it and facilitate its removal from the Estate by such means as it may deem fit, and recover the costs thereof from the member concerned without prejudice to its rights to recover any penalty imposed in terms of these Rules.
- 12.3. No person shall slaughter any animal, bird or reptile nor cure or hang up to dry any meat, fish, skin, or carcass or any part thereof within the Estate.
- 12.4. In the event of the prior written consent of the Association being obtained relating to the keeping of pets/animals on the Estate, the following rules shall apply:-
- 12.4.1. Local Authority by-laws relating to pets must be complied with and shall be strictly enforced (i.e. licensing/numbers/rabies inoculations etc.)
- 12.4.2. Prior to bringing a pet onto Stoneford, and when a pet is replaced, the following conditions must be met:-
- 12.4.2.1. written permission must be obtained from the Association. (This permission will not be unreasonably withheld provided compliance with the Rules is satisfied).
- 12.4.2.2. no more than TWO animals are permitted per household unless with prior written approval of the Association.
- 12.4.2.3. each dog must at all times wear a collar with a tag indicating the Owner's name, address and telephone number.
- 12.4.2.4. pigeons, poultry, peacocks, wild animals, livestock, snakes, reptiles and the like are not allowed to be kept on Stoneford except with the written permission of the Association.
- 12.4.3. Dogs must be kept in an adequately contained area within the Owner's property and when out of the Owner's property must at all times be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on Stoneford. Stray pets without a name tag will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the Owner's account.
- 12.4.4. Fouling by pets of the common property or on another Owner's property, must be removed immediately by the responsible person.
- 12.4.5. All animals must be spayed or neutered.
- 12.4.6. Pets may not be a nuisance or cause a disturbance or annoyance to others, and the Association shall have the right to act against the Owners who fail to adhere to this Rule.
- 12.4.7. The Owner will be responsible for any damage or injury caused to property, persons or other animals within the Estate by his pets.
- 12.4.8. Any animal, bird or reptile being on Stoneford in contravention of these Rules shall be removed forthwith on notice from the Association.
- 12.4.9. Pets may not be left overnight or alone in a dwelling for an extended period of more than 12 hours.

### **13. SECURITY**

- 13.1. Stoneford Country Estate's security features and procedures, together with the estate's alarms and fence protection in place have been developed to maximise your protection against external threats.
- 13.2. The awareness of, and adherence to, security procedures, together with security arrangements you have made for your own home, which may include an Armed Response Company of your choice, is your contribution to a secure environment.
- 13.3. Disclaimer**
- 13.3.1. While every effort will be made to provide a safe and secure environment, the Stoneford Management Association shall not be responsible or liable for any claims which any member, his family or invitees or any contractor may have for personal injury or loss of or damage to property, arising from any breach of security or the failure of or inadequacies of the security system with the Estate.
- 13.3.2. Such member or contractor hereby waives the rights accordingly and in so far as is necessary, such member hereby indemnifies, the Stoneford Management Association against any claim by his family or invitees.

#### 13.4. Security Infrastructures

##### 13.4.1. Guards

- 13.4.1.1. Two guards will be on the estate at night (Monday to Sunday). The gatehouse will be permanently manned by one guard ("C" grade).
- 13.4.1.2. The other, is a roving guard ("D" grade), who will patrol the perimeter fence and internal roads according to a pre-determined schedule, every two hours, at night.
- 13.4.1.3. Off site armed response service to the site 24 hours a day.

#### 13.5. Perimeter Fence

- 13.5.1. The perimeter fence is permanently electrified and is monitored by the gatehouse guard and Service Provider Control Room. In the event of receiving an alarm from a fence zone, the roving guard will be dispatched to the zone to investigate and will report any findings to the gatehouse guard. Note that an alarm will only be activated when the electric wires are earthed. Merely touching the electric wires will result in a shock but not an alarm.
- 13.5.2. The fence electric wires are positioned on the inside of the fence and are exposed. All persons on the estate are warned of the dangers of coming into contact with the electric wire and the Association accepts no responsibility if such an event were to occur.

#### 13.6. General Information

- 13.6.1. It is in the interest of all concerned that all residents take an active part in the security of the development.
- 13.6.2. To this end, any resident who witnesses any suspicious activity, must report it to security immediately.
- 13.6.3. Weekly meetings will take place on site between the security manager and the estate manager. All issues for the week to be discussed and resolved. Residents, contractors and developers to liaise directly with the estate manager, who will respond directly to their concerns after meeting with the security manager.

#### 13.7. Domestic Staff

- 13.7.1. No member shall be entitled to employ a domestic worker without the prior written consent of the Association.
- 13.7.2. All permanent staff workers, domestic workers, general assistants, cleaners, gardeners, etc. must be registered by the owner with security via the Associations office and shall be required to enter into the standard contract of employment provided by the Association. Casual workers shall be treated in the same manner as building contractor's staff and shall be escorted by the owner and recorded "in" and "out" at the gates each day. Owners shall be responsible to ensure that their staff workers comply with all security requirements as well as all rules of Stoneford.
- 13.7.3. Such member wishing to employ a domestic worker shall submit to the Association such person's full name, current physical address, whether the domestic is to live in or out, duration of employment if currently employed by the member, reference where possible if to be employed for the first time and all particulars relating to such proposed employment as the Association might deem necessary in order for it to grant its approval.
- 13.7.4. The Association shall be entitled to withhold its consent where it is of the opinion that the proposed domestic worker is either unsuitable or would involve a security risk if employed within the Estate.
- 13.7.5. In granting its consent, the Association may in addition impose certain terms and conditions relating to the domestic worker's employment, where it deems such imposition necessary.
- 13.7.6. The Association may, at any stage after approving the employment of a domestic worker, and subject to its compliance with any statutory laws and practice which might be in place from time to time, withdraw its consent and request the member to terminate the employment of such domestic worker, provided:-
  - 13.7.6.1. the Association may itself give notice to any domestic worker, who fails to comply with these Rules, to attend a disciplinary meeting as contemplated by the labour relations legislation;
  - 13.7.6.2. the Association, if having complied fully with the provisions of any labour relations legislation, shall be entitled to dismiss such domestic worker from employment of the member.



- 13.7.7. A member may employ more than 2 (TWO) domestic workers, provided that and subject to the request of the affected member, and the consent thereto of the Association to vary the following:-
- 13.7.7.1. a member owning a property may not employ more than 2 (TWO) domestic workers who shall be entitled to live-in on the property;
- 13.7.8. A member shall be obliged to provide such ablution facilities as may be required by a domestic worker employed by such a member.
- 13.7.9. The Association may issue to such domestic worker an Identification Card to facilitate entry to the Estate, which card shall be issued on such terms and conditions which the Association may wish to impose, provided that any abuse of the use thereof will constitute a material breach of the conditions of the domestic worker's employment and render such person liable for immediate dismissal.
- 13.7.10. Any member employing a domestic worker shall be liable to the Association for such domestic's conduct and behaviour within the Estate, and the domestic worker will not be permitted any visitor.
- 13.7.11. For the purposes of this clause, a member shall include any person who occupies or lets either a dwelling or section under the provisions of Rule 1;
- 13.7.12. No domestic worker may have an overnight visitor on the Estate except with the express permission of the Association.
- 13.7.13. When a domestic employee is discharged, the owner must immediately inform the Association's office to allow cancellation of the identity card and any access disc that has been issued.
- 13.7.14. Domestic and casual staff are permitted to walk from the security gate to their place of work but are not permitted to wander around the Estate.
- 13.7.15. Security badges should be worn at all times for identification purposes.
- 13.7.16. Casual workers are not encouraged to be used on the Estate but, should they occasionally be required, they must be registered and authorized, given a numbered temporary disc and must be recorded in and out at the security gates.

## **14. USE OF ROAD**

- 14.1. The roads within the perimeter fence of the Estate are private roads for all practical purposes but are deemed public roads in terms of the National Road Traffic Act No. 29 of 1989 / No. 75 of 1984. Accordingly the RTA of South Africa shall be in force and all users of the roads within the Estate are subject to the provisions thereof.
- 14.2. No person shall operate any vehicle at any place within the Estate unless he is the holder of a valid current drivers' license issued under the provisions of the Road Traffic Act.
- 14.3. The Association is entitled to set speed limits within the estate as per Supreme Court of Appeal ruled in April 2019. The speed limit is 40 kilometres per hour, unless indicated otherwise by a sign.
- 14.4. The Association may vary a speed limit either temporarily or permanently.
- 14.5. No person shall operate any vehicle at any place within the Estate except upon the roads as indicated on the general plan of the Estate. Sidewalks, verges, security patrol areas, open lawn, paddock areas and paths are out of bounds to vehicles and other (e.g. skateboards).
- 14.6. All vehicles shall keep to the left-hand side of the road.
- 14.7. The Association may by means of appropriate signage; which from time to time it may in its sole discretion alter, give such directions as to the use of the roads or any portion thereof; as it in its discretion may deem fit and the failure of any person to obey the same shall constitute a contravention of these Rules.
- 14.8. Unnecessary sounding of hooters/horns is prohibited.
- 14.9. Use of all motor vehicles shall be restricted in terms of noise emission, and the Estate Manager shall have the sole delegated power to determine whether or not any vehicle is unacceptably noisy. The Estate Manager may prohibit the use of any vehicle upon the Estate, until such time as the vehicle has been suitably rectified so as to bring such noise emission acceptable level.
- 14.10. Ride-on lawn mowers shall be subject to the same restrictions in regard to noise emission, as set out in 14.9 above, with the exception of the Estate's lawn mower (while in use to maintain the common areas of the Estate). No lawnmowers shall be ridden or driven upon the roads within the Estate or be used as a mode of transport within the Estate.

- 14.11. Owners shall ensure that their visitors' vehicles do not cause any obstruction to roadways within the Estate.
- 14.12. Right of way within the Estate shall be given to pedestrians, cyclists, horses and wildlife at all places and at all times and specifically at designated crossings. Motorists shall at all times be required to approach such crossings with extreme caution. Pedestrian crossings are to be treated as yield signs. When there are pedestrians or riders wishing to make use of these crossings, motorists must give right of way and are required to bring their vehicles to a complete stop.
- 14.13. Children are not permitted to play in the roadways within the Estate. Parents are solely responsible for their children who should be supervised at all times. The Association accepts no responsibility for the safety of children playing upon the Estate.
- 14.14. Horses and riders of horses are an integral part of the Estate lifestyle. Riders of horses shall use the designated bridle paths and shall cross the roadways at designated pedestrian crossings.
- 14.15. The Estate Manager has the authority to apprehend and fine motorists who disregard these pedestrian crossings.
- 14.16. Children and cyclists are required to adhere strictly to all the Rules and Regulations pertaining to the use of the Roadways and Streets within the Estate and no person shall ride a bicycle, tricycle or any other vehicle, whether powered or otherwise, within the Estate where the Association has expressly indicated by signs that the same is prohibited. With the exception of the Estates security vehicles, no veld motorcycles such as scramblers, quad bikes, three wheelers etc. shall be permitted to be driven on any part of the Estate.
- 14.17. No person shall operate any vehicle in a manner which constitutes a danger or a nuisance, or which would not be in the interest or safety and general amenity of the owners and occupiers of the Estate.
- 14.18. No vehicle shall enter or leave the Estate at any point except at the main entrance gates, other than with the consent of the Association.
- 14.19. No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the main entrance gates; provided that, the Association may issue to its members a device enabling submembers, themselves to operate the boom gates at the main entrance. In which event such provision shall not apply.
- 14.20. No member shall permit the use of a device for operating the boom gates at the main entrance by any person other than a permanent household member or lessee of that member.
- 14.21. Save where the aforesaid device for operating the boom gates at the main entrance is employed, no vehicle shall enter the Estate except upon the production to the guard duty at the main entrance of an identification card, disc or device issued by the Association as evidence that the occupants of such vehicle are entitled to enter the Estate; alternatively, in the event of the occupants of such vehicle wishing to enter the Estate as the invitees of a member, upon the said guard having satisfied himself by reference to the member having issued the invitation or where a request has been made, that the occupants of the said vehicle may be admitted to the Estate.
- 14.21.1. No vehicle having a gross weight in excess of 4000 kg shall be permitted to enter the Estate except with the prior written approval of the Association, who may grant approval on such conditions as it may see fit.
- 14.21.2. The Association may issue guidelines from time to time on the maximum height or weight of a vehicle to be used upon the Roadways and Streets within the Estate. (Refer to the Owners' and Contractors' Protocol).
- 14.21.3. No person shall operate any vehicle in the Estate while they are under the influence of alcohol or any drug which may in any way impede their ability to properly control such vehicle.
- 14.21.4. No person shall ride a skateboard or any other similar device on any road within the Estate.
- 14.21.5. Bicycles, motorcycles, tricycles, roller skates, skateboards and the like may not be left unattended on any portion of the common property.
- 14.21.6. No person shall store, park or leave unattended any vehicle at any place in the Estate except:
- 14.21.6.1. in a structure designed for use as a garage (or carport);
- 14.21.6.2. in any area designated for such purpose by the Association by means of an appropriate sign.
- 14.21.6.3. parking on sidewalks, open lawn areas or paddocks or in front of driveways to residences is prohibited.
- 14.22. Owners shall use their designated garages for the purposes of parking their motor vehicles. No horse boxes may be stored or parked at residences.

- 14.23. No member shall park or allow to be parked outside a designated garage, more than four vehicles on a temporary basis (i.e. for a period not exceeding 12 twelve hours). No person shall within the Estate, park or store any trailer or horse trailer anywhere else but on his property and provided it is concealed from view, except if it is parked in the designated trailer park or with the written consent of and at a place designated for such purpose by the Association.
- 14.24. No caravans shall be brought onto the Estate except with the written consent and subject to such conditions as may be laid down by the Association.
- 14.25. No helicopter or any other means of aerial conveyance may be landed at any place on the Estate except with the written consent of and subject to such conditions as may be laid down by the Association.
- 14.26. For the purpose of these rules "vehicle" shall mean a vehicle as defined in Section 1 of the Road Traffic Act, 29 of 1989; and shall include petrol or battery driven scooters and carts save that motor cycles under 200cc in engine capacity are specifically excluded; and save further that, the Association may exercise its discretion and grant consent to the inclusion, subject to conditions that it will impose, be allowed.
- 14.27. The do-it-yourself mechanical maintenance of any vehicle, craft or implement will not be permitted on the common property of the Estate, and all such maintenance shall be conducted out of sight of the Estate Roadways & Streets. Such maintenance shall not cause disturbance and intrusion to neighbours and or other Owners or occupiers of properties within the Estate. Test driving of serviced vehicles should best be conducted outside of the Estate.

## **15. DAMS, PONDS, STREAMS AND WATER FEATURES**

- 15.1. No person shall launch upon any dam, pond or stream in the Estate any craft of any description powered in any way, save with the prior knowledge and written consent of the Association.
- 15.2. The Association, acting in its sole discretion, shall subject its consent to such conditions as the Association may deem fit.
- 15.3. No person shall swim in any pond, dam or stream on the Estate.
- 15.4. No person shall without the written consent of the Association catch, take or remove any fish, live bait or crustaceans from any pond or stream in or on (the boundary of) the Estate, unless specifically permitted to do so subject to such conditions as the Association may impose.
- 15.5. No person shall pollute or permit the pollution of any dam, pond or stream in or on (the boundary of) the Estate by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.
- 15.6. No person shall damage or obstruct in any way whatsoever any stream or water feature in or on the boundary of the Estate.
- 15.7. No person shall discard any litter or any article of any nature whatsoever in any dam, pond or stream or on (the boundary of) the Estate.
- 15.8. No person shall dam or obstruct in any way whatsoever any stream or water feature in the Estate or alter the flow of water within any water-course, furrow, servitude, stream or water feature.
- 15.9. **Shade Cloth**
- 15.9.1. The use of any kind of shade cloth, if visible to the public, or neighbours is prohibited. (This rule shall not apply to perimeter fencing as per building code protocol)
- 15.10. **Open Spaces and Estate Conservation**
- 15.10.1. No person shall in any way or anywhere in the Estate disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild or domestic, terrestrial or aquatic, animal, insect, reptile, bird or fish.
- 15.10.2. No person shall anywhere in the Estate disturb, destroy, remove or collect any tree or plant material, whether living or dead, save with the consent of or on the instructions of the Association;
- 15.10.3. No person shall:
- 15.10.3.1. light any fire at any place upon the Estate other than at a place designated for that purpose by the Association and then subject to a proper fireplace having been constructed at such place; provided however that, where such fire is to be lit outdoors, due regard shall be had to the prevailing weather conditions;
- 15.10.3.2. camp, picnic or braai upon any place in the Estate other than at a place which has specially designated for such purpose by the Association;

- 15.10.3.3. discard any litter or any item of any nature whatsoever at any place in the Estate except in such receptacles as provided and, in such places, as may be set aside for such purpose and designated as such the by the Association;
- 15.10.3.4. use any open space within the Estate in any manner which may unreasonably interfere with the use of and enjoyment thereof by any other persons within the Estate or behavein such a way as to create a nuisance to any other persons on the Estate;
- 15.10.3.5. use, or conduct himself upon any open space within the Estate in such a manner as may reasonably in the opinion of the Association, detrimentally affect the use of such open space or any of the amenities thereon;
- 15.10.3.6. plant any plants, shrubs, bushes or trees within the Estate's open or conservation spaces, unless the same has been approved of by the Association and is in keeping with the Environmental Management Plan and Landscaping Design Code;
- 15.10.3.7. enter or travel in the private conservation area other than in accordance with the controls laid down by the Estate Manager.
- 15.10.4. The Association shall be entitled to prohibit access to any part of the open space if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such areas shall be demarcated by suitable stakes and signage.
- 15.10.5. All trails and paths within the Estate shall only be used by pedestrians and/or horses, save where the Association designates otherwise.
- 15.10.6. The Association may enter into an agreement on such terms and conditions as it may deem fit with a member granting that member the exclusive use and occupation of a specific area within the Estate and no person shall in any manner whatsoever disturb or interfere with such member in the enjoyment of such rights of exclusive use and occupation.
- 15.11. **Fireworks and Firearm Use**
  - 15.11.1. No person shall within the boundaries of the Estate light or discharge any fireworks, firearm, air-gun or lethal weapon as defined in the Arms and Ammunitions Act No. 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous Weapons Act No. 71 of 1988 (except in self-defence or within an area specifically approved for such purpose by the Association, or with the express written approval of the Association).
  - 15.11.2. No person shall cause a nuisance of any nature in the Estate and shall at all times observethe provision of the environmental policy determined for the Estate.

## 16. LEVIES

- 16.1. Funds required to run and operate the Estate are estimated in advance for each year. The budget consists of all items of expenditure likely to be incurred in the control, management, administration, provision of facilities for the Estate in general and in particular of its common property. The levy is then determined by dividing the forecast expenditure by the total quantity of leviabale dwellings in the Estate.
- 16.2. Levies are invoiced in 12 monthly instalments and payment is due in advance by the first day of each calendar month. The Association does however allow a period of grace for the receipt of full payment until the 7<sup>th</sup> of the month. Payment may be made by debit order, stop order or electronically but it is highly recommended that the Debit Order system is used to avoid any delay in payment particularly for members who may reside overseas. This can be readily arranged via the Association's offices and members are assured that the amount of the order is fully under the control of the Association and not the banks.
- 16.3. **Late or Short Payments**
  - 16.3.1. Because all levy monies are required timeously in order to meet the Associations' obligations, the late receipt of payments is detrimental to the financial interest of the Association members. Therefore, any arrear levy bears interest determined by the Board from time to time. Non-payment of the invoiced levy amount and any deductions there from may not, under any circumstances, be made by members to offset so-called or perceived partial or non-provision of services. The member must address such partial or non-provision of services directly with the service provider.
  - 16.3.2. Any amount due in respect of levies or any other charges not received by the HOA by 7<sup>th</sup> of month in which it fell due shall attract penalty admin fee of R1500 per occurrence. This shall apply as from 1 February 2023.

16.3.3. Any homeowner who is more than 2 months in arrears with their levies, shall without notice, lose the right to utilize and participate in HOA offerings such as Gatebook, communication platforms, receiving of deliveries and any other HOA offering that maybe offered from time to time.

#### **16.4. Contingency Reserves**

16.4.1. In all residential developments, there is an on-going requirement for maintenance and renewal, as it becomes necessary, of common property (security fences, gate houses etc.) and of general utilities (roads, paths, storm water drainage etc.). The reserve fund is included in the levy to cover these future planned maintenance items and renewals whereby a reasonable amount is collected each year towards meeting expected (large) expenditure in the future. This is all based on a planned schedule covering up to ten years or more.

#### **16.5. Levy Stabilisation Fund**

16.5.1. The levy Stabilisation fund is established via a once-off obligatory lump sum contribution by each member/owner at the time of purchase. This capital fund is separate from the annual levy required to run the Estate on a daily basis. In terms of the Articles of Association it is specifically defined as "for the purpose of meeting any extraordinary expenditure or expenditure of a capital nature", thereby providing a buffer for the levy.

16.5.2. It must be noted that the Levy Stabilisation Fund contribution is payable by any purchaser of any resale property on the estate, or the sale of immovable property, on the resale of such property and on any change of Member's interest in a Close Corporation, change of Shareholding in a Company or change of beneficial interest in a Trust owning immovable property on the Estate.

16.5.3. The amount of the stabilisation levy will be determined from time to time by the Board. The stabilization levy is set at 0,5% of the sale price for developed properties, or 1% of the sale price for undeveloped property.

## **17. UTILITIES**

### **17.1. WATER**

The HOA shall not be liable for damages, expenses or costs caused to RESIDENTS for any interruption in supply. Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the ERF installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply. No person, other than a person specifically authorised thereto by the HOA or the MANAGER in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection. The MANAGER may, without notice, disconnect any ERF temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose. The MEMBERS shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each ERF at a charge determined from time to time by the HOA. Procedures, costs and all other aspects relating to the system utilised on the ESTATE shall be determined from time to time by the HOA and communicated to MEMBERS by the MANAGER. Collection of rainwater is permitted, provided that the design of such method is permitted in terms of the GUIDELINES and approved by the HOA. In order to effectively manage water resources, no borehole may be sunk on the ESTATE nor any existing borehole used for any purpose whatsoever, without relevant water use underground license application to the Department of Water Affairs. The HOA shall take all reasonable steps to procure and maintain an adequate supply of water to OWNERS or RESIDENTS, but does not guarantee that same will always be maintained. The HOA shall not be liable for damages, expenses or costs caused to residents due to flooding and excess storm water.

17.1.1. All new water connections must be on prepaid basis as specified by HOA service provider managing utilities. The Homeowner will be responsible for the connection fee and the meter cost.

### **17.2. ELECTRICITY**

All new electrical meter connections must be on prepaid basis as specified by HOA service provider managing utilities and will attract a R2750 charge for the new connection.

## 18. LETTING

- 18.1. No member shall let or otherwise part with occupation of his property, whether wholly or in part, temporarily or otherwise, unless: -
- 18.1.1. he enters into a written Lease Agreement with such prospective tenant or occupier on such terms and conditions as will appear in the standard form Lease Agreement approved by the Association from time to time, which shall record, inter alia;
    - 18.1.1.1. that he has agreed with the prospective tenant or occupier as a stipulation in favour of the Association that such tenant or occupier shall in all ways be bound by these Rules, any amendments there to and of the Articles of Association;
    - 18.1.1.2. he has included a condition in such Lease Agreement that the Association shall have the right to unilaterally terminate such lease, without the necessity of reference or notice to himself, when his tenant or occupier has committed a breach there-under in terms of these Rules or of the Articles and after being given due notice by the Association to remedy such breach, has neglected, refused or ignored such notice;
    - 18.1.1.3. he has obtained the Association's prior written consent to conclude such Lease Agreement with his prospective tenant or occupier which consent is subject to all levies being fully paid and all other conditions of the Association being met, will not be unreasonably withheld.
  - 18.2. No member shall part with occupation of his property unless, prior to giving such occupation the member submits to the Association a draft copy of the proposed Agreement, together with any other information in respect thereof which might be required by the Association and has obtained a clearance certificate from the Association to conclude such Lease Agreement, provided;
  - 18.3. The Association's consent will be withheld if the Association, in its discretion considers:-
    - 18.3.1. the provisions of Rule 1.1. as not having been fully complied with;
    - 18.3.2. the Association has interviewed the prospective tenant; and
    - 18.3.3. the terms and conditions of such Lease Agreement do not adequately cover the Association's rights to terminate such Agreement in terms of the provisions of Rule 18.1.1.
  - 18.4. The Association shall be entitled to withdraw any consent granted under Rule 18.1.1.2 if the member neglects or refuses to furnish the Association with a copy of the duly signed and stamped Lease Agreement and/or the same materially differs from that submitted to the Association for its approval under Rule 18.1.1;
  - 18.5. The owner must inform the Lessees of the Rules of the Estate and must agree with the prospective tenant or occupier as a *stipulation alteri* in favour of the Association, to be bound by the terms and conditions of these Rules and any contravention of the Rules by any Lessee shall be deemed to be a contravention by the owner.

## 19. SALE OF PROPERTY

- 19.1. The Association shall be entitled, but not obliged, to grant a firm of Estate Agents a sole selling authority to sell properties within the Estate (hereinafter referred to as the "Appointed Estate Agency"). Should the Association grant a selling authority to any Estate Agent, it will be on the following terms and conditions:
- 19.1.1. In the event of any member wishing to dispose of any property within the Estate, to the extent that such member requires the services of an Estate Agent in regard to such disposal, such member shall be obliged to do so through the Appointed Estate Agent.
  - 19.1.2. The fee charged by such Appointed Estate Agency shall not exceed the fee as laid down by the appropriate Estate Agents Tariff.
  - 19.1.3. The length of such selling authority shall be at the discretion of the directors.
  - 19.1.4. A member may request the use of one of the "outside agencies" selected, briefed and enrolled on an approved panel by the Appointed Estate Agency or may request the use of an "outside agency" other than one on the selected panel and, in such case, the Appointed Estate Agency will contact the requested outside agency and brief them as to the specific property and the conditions under which they are required to operate.
  - 19.1.5. The commission for the sale by an outside agency shall be by arrangement with the Appointed Estate Agency.
  - 19.1.6. Where an Owner wishes to sell a unit privately and does not wish to use the services of the Appointed Estate Agent, this may be done provided the final sale document is arranged through the Association for which a nominal fee is charged.

- 19.1.7. When selling the property the Purchaser shall utilise such documentation prescribed by the Association.
- 19.1.8. The Purchaser shall not be entitled to sell or otherwise transfer ownership of the property unless it is a suspensive condition of such sale or other transfer that the transferee, in a manner acceptable to the Association, agrees to become a member and is admitted as a member of the Association.
- 19.1.9. The Seller is bound to use the Sale Agreement as supplied by the SHOA.

**20. BREACH OF RULES**

- 20.1. In the event of any breach of these rules by any member of the Association, their families, employees, invitees, visitors, lessees, contractors and service providers, such breach shall be deemed to have been committed by the member himself.
- 20.2. Notice of breach shall be given in writing to the member guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such member and shall contain the following:
  - 20.2.1. the nature of the breach;
  - 20.2.2. the time period, if applicable, in which the breach is to be remedied;
  - 20.2.3. the fine imposed by the Association on the member for committing such breach;
  - 20.2.4. the time, date and place of the hearing at which the Association’s Committee will adjudicate upon the breach, if the member wishes to implement Rule 20.4. any other information the Association may deem necessary.
- 20.3. Notice will have deemed to have been duly given if such breach notice is hand delivered to the member’s address stated in Rule 2, either by affixing such notice to a prominent fixture on the property or by placing the notice in the member’s appointed post/letter box or by means of a registered address sent to the address stated in Rule 20.2.
- 20.4. In the event of any member disputing the fact that he has committed a breach of these rules, a Committee consisting of the Chairman together with two other members appointed by the Association from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
- 20.5. In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these rules, or any condition or direction given in terms thereof shall be deemed to be guilty of a separate offence, for every 24 (TWENTY-FOUR) hours or part thereof during which such offence continues and shall be deemed to be a further offence.

**21. FAILURE TO COMPLY WITH THE RULES**

- 21.1. Failure by an owner, his household or guests, to comply with any provisions of any rules may result in:
  - 21.1.1. a reprimand and a request to comply; and/or
  - 21.1.2. the imposition of a fine (which shall be deemed to be part of the levy due by the owner); and/or
  - 21.1.3. the withdrawal of any previously given consent applicable to the particular matter; and/or
  - 21.1.4. an order to pay for damages resulting from non-compliance with any rule; and/or
  - 21.1.5. application to the Courts for the enforcement of the Rule/s.
- 21.2. The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the ASSOCIATION, who shall take due regard of the nature, circumstances and severity of each misdemeanor, breach or non-compliance. 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.

This document needs to be read in conjunction with the:

- MOI
- Design Code
- Landscape Code
- Building Code

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE