



MOUNT VERNON

Residential Estate

HOME OWNERS ASSOCIATION ESTATE RULES

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1. INTRODUCTION

- 1.1 The Estate Rules have been established in terms of the Constitution of the Mount Vernon Residential Estate Home Owners Association (“the Association”). The Trustees may from time to time amend or add to these Rules, as may be deemed necessary to ensure the happy and orderly co-existence of residents under authority of a special resolution from the Association as prescribed by the Mount Vernon Residential Estate Home Owners Association Constitution.
- 1.2 These Rules are binding on all residents of the Mount Vernon Residential Estate (“the Estate”), as is any decision taken by the Trustees in the interpretation thereof. The registered owner of each property is responsible for ensuring that members of their families, their tenants, visitors, friends, employees, and contractors abide by these Rules and co-owners of any erf shall be jointly and severally liable for the due performance of any obligation to the Association.
- 1.3 The main objective of the Association is to provide a high-quality lifestyle for Members and/or their tenants, and the purpose of these Rules is to protect this lifestyle. Harmonious community living is achieved when Members use and enjoy their private property as well as the communal areas and amenities of the Estate, whilst generally considering all occupants of the Estate.
- 1.4 In the event of annoyances or complaints, the parties involved should attempt to settle the matter between themselves, exercising tolerance and consideration. In instances where problems cannot be resolved, the matter should be brought to the attention of the Trustees or be referred for arbitration and settlement.

2. INTERPRETATION

- 2.1 Words used in the Estate Rules, shall unless the context provide otherwise, have the meanings assigned to them as in terms of the Constitution of the Association as amended from time to time.

3. MEMBERS AND COMMUNICATION

- 3.1 All Members are required to provide the Association with a registered e-mail address and cell phone number. Any e-mail or SMS properly dispatched to such an address/number will be regarded as having been received twenty-four hours after dispatched unless the contrary has been proven.
- 3.2 Members are to notify the Association of changes in such address/numbers.

4. TRAFFIC AND USE OF STREETS

- 4.1 Heavy delivery vehicles are not permitted without the consent of the Association on Sundays and Public Holidays, nor before 07h30 and after 17h00 on weekdays if they are unlikely to be in a position to exit before 18h00 and after 14h00 on Saturdays if they are unlikely to be in a position to exit before 15h00.
- 4.2 Vehicles carrying abnormally large and/or heavy loads or which are abnormally long and/or articulated vehicles may be denied access to the Estate or certain parts thereof for practical reasons.
- 4.3 Members will be liable for damage caused by any vehicle associated with activity on their property and the recovery of any related costs from the owners or drivers of such vehicles will be the responsibility of the member.
- 4.4 A maximum speed limit of 30 (thirty) km/h shall apply within the Estate.
- 4.5 Residents must be aware of pedestrians and of children playing in the streets and should drive with extreme caution at all times. Animals, birds and pedestrians shall at all times have the right of way on and about the Estate. Parents are responsible for ensuring the safety of their children at all times.
- 4.6 No person shall drive or ride any vehicle within the Estate in such a manner that would constitute an offence under any traffic ordinance. All vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, vehicles emitting excessive noise and/or smoke are prohibited.

- 4.7 No vehicles, other than motor cars, i.e. commercial type vehicles, trailers, caravans boats and the like may be parked on or be visible from any road, vacant erf or private open space. Any vehicle parked in contravention of this rule may be removed from the Estate by the Association at the cost of the relevant member.
- 4.8 The Association reserves the right to introduce from time to time any traffic calming measures, including, but not limited to, speed-humps and pedestrian crossings which the Association in its entire discretion deems necessary.
- 4.9 The parking of motor vehicles on a continuous basis, rather than a once-off or infrequent situation, is limited to a Resident's garage and driveway. Vehicles that are not used on a regular basis should be parked in an enclosed garage. The Resident's driveway may be used to park vehicles as long as there is sufficient space on the driveway to park the vehicles without in any way encroaching on the public roadway, or on public open spaces, or on a neighbour's property. Visitor's parking is not for the permanent use of Residents to park their vehicles. If it becomes necessary to tow away the vehicles or to resort to some form of legal action to ensure this matter is satisfactorily dealt with, the Member will be held liable for the costs thereof.
- 4.10 Residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- 4.11 No Resident shall be permitted to dismantle or affect major repairs to any vehicle within the Estate.
- 4.12 No public transport besides school busses, emergency or law enforcement vehicles, is permitted on the Estate.

5. OPEN SPACES AND ENVIRONMENTAL ASPECTS

- 5.1 The Association shall be entitled to control all aspects of the environment on or about the Estate including all areas under its control, including but not limited to the management and control of fauna and flora.
- 5.2 No person shall do anything or omit to do anything that may, in the opinion of the Association, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of the open spaces and communal areas by Members.
- 5.3 Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically designated by the Association for that purpose. Fires may not be lit at any property other than in the properly constructed braais/fireplaces designed for that purpose or manufactured braais.
- 5.4 No person shall (without the prior written authority of the Association) conduct any gardening/landscaping or pick or plant any flowers or plants on or about the common areas and open spaces.
- 5.5 The Association shall be entitled to prohibit or restrict access to any part of the Estate including all areas under its control, excluding the Erven, in order to preserve the natural fauna and flora.
- 5.6 Swimming-pool water may not be emptied onto vacant erven or open spaces but must be channeled into the storm- water system.
- 5.7 Any form of hunting, fishing, the trapping of birds and animals and the setting of snares, other than with the knowledge and approval of the relevant nature conservation authority and the Association, is strictly prohibited.
- 5.8 No person shall disturb, harm, or destroy, or permit to be disturbed, harmed or destroyed, any wild animal, domestic animal, reptile or bird.
- 5.9 No temporary structures, including tree houses, as defined by the National Building Regulations may be erected in the common areas and open spaces.
- 5.10 No swimming is allowed in the fishponds, dams and / or any other water features other than where duly approved signage indicates that such activities are allowed.
- 5.11 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device other than in self-defense.

- 5.12 No hard ball play will be allowed on common areas other than where duly approved signage indicates that such activities are allowed.

6. PAVILION, GYM, SWIMMING POOL, TENNIS COURT AND RECREATION AREAS

- 6.1 The Association shall have control of the use of all recreational and entertainment facilities and all other amenities on the Common Area of the Estate and the Trustees shall have the right to levy charges for the use thereof.
- 6.2 The facilities are open for use by all Residents and Members subject to the rules that govern their use.
- 6.3 The Swimming Pool may be used by anyone over the age of 12. Anyone younger than 12 who wishes to use the swimming pool, must be accompanied by an adult Member or Resident at all times.
- 6.4 The Gym may be used by anyone over the age of 12. Anyone younger than 16 who wishes to use the gym must be accompanied by an adult Member or Resident at all times.
- 6.5 The Pavilion may be used by Members and Residents for approved functions and social gatherings.
- 6.6 The Play & Recreational areas may only be used by children below the age of 12, but only under the supervision of an adult (a person aged 18 years and older) Member or Resident at all times.
- 6.7 Due care must be taken to ensure all equipment and facilities are used in their intended manner, and any damage or broken equipment must be reported to the Estate Manager
- 6.8 Any damages to assets or equipment, caused intentionally or by willful negligence or misuse, could result in costs being recovered from the Members or Residents concerned, and/or civil proceedings being instituted.

7. ELECTRICITY SUPPLY

- 7.1 Eskom is currently the electricity supply authority to the Estate. Members shall contract directly with Eskom for the electrical supply to their property and shall abide by the rules and regulations as determined by the supply authority.
- 7.2 The Association shall not be liable for damages, expenses or costs caused to Members and/or Residents for any interruption in supply.

8. WATER SUPPLY

- 8.1 The Estate is supplied by a bulk water connection from the Local Authority. The Members and Residents shall pay for the usage of water on a metered basis. Water meters must therefore be installed at each Erf in accordance with the specifications as determined by the Association and at the cost of the Member.
- 8.2 Procedures, costs and all other aspects relating to the water supply on the Estate shall be determined from time to time by the Association and communicated to Members.
- 8.3 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.
- 8.4 No person, other than a person specifically authorized thereto by the Association 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.
- 8.5 The Association may, without notice, disconnect any Erf temporarily for purposes of affecting repairs or carrying out tests, or for any other legitimate purpose.
- 8.6 In order to effectively manage water resources, no borehole or well points may be erected on any Erf in the Estate, nor may any existing borehole be used for any purpose without written approval by the Association.

- 8.7 The Association shall take all reasonable steps to procure and maintain an adequate supply of water for Communal Areas but does not guarantee the same will always be maintained.
- 8.8 The Association shall not be liable for damages, expenses or costs caused to Members and/or resident's due to any interruption in supply and/or flooding.

9. WASTE MANAGEMENT PLAN & DOMESTIC REFUSE

- 9.1 The Trustees shall adopt a Waste Management Plan for the Estate in accordance with the Solid Waste requirements and policies of the Local Authority which makes provision for the following:
 - 9.1.1 Reduction of waste
 - 9.1.2 Re-usage of waste
 - 9.1.3 Recycling of waste
 - 9.1.4 Sorting, collection and removal of waste
 - 9.1.5 Monitoring measures to ensure the Waste Management Plan is adhered to
 - 9.1.6 Record-keeping of all incidents regarding dumping or poor waste management within the Estate.
- 9.2 All refuse shall be kept in suitable containers which shall not be visible from any road, except when placed in containers for the purpose of collection by the Local Authority or Waste Collection Contractors, provided that the Trustees may, from time to time, by notice in writing to all residents:
 - 9.2.1 prescribe the type and size of refuse containers to be obtained and used.
 - 9.2.2 provide directions regarding any place designated for refuse removal.
 - 9.2.3 require the payment of a reasonable charge for the provision of such containers.
- 9.3 It shall be the duty of every resident to ensure that any direction given by the Trustees from time to time is observed and implemented.
- 9.4 Where, in the opinion of the Trustees, any refuse is of such a size and nature that it cannot be expediently removed by the Local Authority or by a Waste Collection Contractor, the Estate Manager shall give the resident wishing to dispose of such refuse such directions for its disposal as they may deem fit.
- 9.5 Refuse shall only be placed for collection on the day of collection and shall be returned to the Resident's property after collection

10. BUSINESS FROM HOME: COMMERCIAL ACTIVITIES

- 10.1 The Trustees are entitled to regulate all commercial activities on or about the Estate. No application for any trading or similar license may be made to conduct any commercial activity of any nature from any Erf without the prior written consent of the Association.
- 10.2 No Guest house, short term rental of less than 90 days, including but not limited to that of "Air BnB" and similar platforms, shall be allowed on any Property in the Estate, except if such a rental is directly related to the sale of the property and constituted as occupational rent until registration of the Property into the purchaser's name.
- 10.3 Business activity may be conducted from home, provided that prior written approval is obtained from the Association.
- 10.4 Applications to conduct such activity from home must be made in writing and a declaration must be signed by the Applicant confirming that:
 - 10.4.1 security within the estate will not be compromised as a result of such business and/or commercial activities.
 - 10.4.2 door-to-door canvassing and/or selling will not be permitted.
 - 10.4.3 no unreasonable aggravation or nuisance to fellow residents will be caused by the activity.
 - 10.4.4 the dominant use of the dwelling shall be for accommodation purposes and the business activity will not occupy more than twenty-five percent (25%) of the floor area of the dwelling.
 - 10.4.5 no goods for sale may be publicly displayed.
 - 10.4.6 no advertising sign and/or logo and/or signage and/or notice and/or placard will be displayed.
 - 10.4.7 no advertisements or publicity material will be exhibited or distributed without the prior written

- consent of the Association.
- 10.4.8 the number of persons, including the residents, engaged in the business activity will be limited to a number as agreed to by the Association. On-site parking will be provided for employees' vehicles; and
- 10.4.9 the hours of operation will not extend beyond the hours of 07h30 to 18h00, Mondays to Fridays.
- 10.5 Non-compliance with the conditions and restrictions in Rule 10.4 will lead to the immediate withdrawal of the approval given by the Association to allow the conduct of the business activity.

11. GOOD NEIGHBOURLINESS

- 11.1 No person shall do or suffer to be done anything which, in the opinion of the Trustees of the Association, is noisome, unsightly, objectionable or detrimental, or a public or private nuisance or source of damage or disturbance to any owner, tenant or resident of property in the Estate. In particular and without limiting the generality of the foregoing:
- 11.1.1 Any hobby/activity which, in the sole discretion of the Trustees, causes unreasonable aggravation or nuisance to fellow residents may be prohibited by the Association.
- 11.1.2 Jumble / garage sales are prohibited.
- 11.1.3 The volume of music or electronic instruments, partying and the activities of residents should be kept at a generally acceptable noise level.
- 11.1.4 The use of noisy machinery and power tools before 08h00 and after 17h00 must be avoided and is permitted only in occasional and in exceptional circumstances.
- 11.1.5 Burglar alarms must comply with any regulations which the Association may make with regards thereto from time to time.
- 11.1.6 Use of or igniting of fireworks is strictly prohibited within the Estate.
- 11.1.7 No washing of any nature may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Erf.
- 11.1.8 No unauthorized persons are allowed on any Erf where building operations are under progress.
- 11.1.9 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other Members or Residents.
- 11.2 In order to maintain the low-density residential nature of the Estate, no Member or Tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any dwelling on the Estate.

12. ENSURING A PLEASING STREETScape & MAINTENANCE OF PRIVATE AREAS

- 12.1 The collective pride of the Estate depends on all Members and Residents contributing toward the creation and maintenance of a neat and pleasing streetscape. Members and Residents shall take sole responsibility for the maintenance of their private property, garden verges, sidewalk or pruning of vegetation bordering the electric fence in accordance with the standard determined by the Association.
- 12.2 Members are required to landscape their gardens in accordance with the Landscape Guidelines as adopted by the Association from time to time.
- 12.3 Members shall maintain in a neat and tidy condition and in a state of good repair all buildings/structures, walling/fencing and landscaping on their property.
- 12.4 Planting may not interfere with pedestrian traffic or obscure the vision of motorists.
- 12.5 Trees, plants, and shrubs planted on Private Open Spaces, sidewalks and street verges may not be removed without consultation and the prior written approval of the Trustees.

- 12.6 Every Member is responsible to maintain the landscaping on the area between the road verge and the boundary of his property and to keep it in a neat and tidy condition
- 12.7 Where Members and Residents fail to maintain the buildings/structures ,walling/fencing and landscaping as provided for in 12.3 above, the Trustees shall be entitled to call upon such Member to attend to the necessary maintenance failing which the Trustees shall be entitled to enter upon the property concerned and take such steps as may be necessary and recover the cost thereof from the Member concerned by means of a charge against such Member's levy account.
- 12.8 Trampolines, Jumping Castles, jungle gyms, dollhouses, kennels, motorized equipment, tools, engines and vehicle parts must be sited out of view of the street and sufficiently screened from neighbouring properties.
- 12.9 Members shall adequately insure all buildings and structures erected on their property and shall furnish proof of such insurance if requested by the Association. In the event of total or partial destruction the member shall within a reasonable time period make good such damage or reconstruct the destroyed structure in accordance with the Association rules and regulations.

13. SELLING OF PROPERTY & ACCREDITATION OF ESTATE AGENTS

- 13.1 The Association imposes certain Rules which must be followed by all Estate Agents working on properties within the Estate.
- 13.2 Only sales or letting agents that are duly accredited by the Association will be allowed to work in the Estate.
- 13.3 An estate agent is accredited after signing an agreement with the Association which binds such agent to comply with the stipulated procedures applicable to the sale and/or letting of property in the Estate. Accreditation of Estate Agents will have to be renewed from time to time as determined by the Trustees and may also be reviewed by the Association from time to time.
- 13.4 Any Estate Agent wishing to be accredited may be required to provide written proof of his registration and good standing with the relevant authority.
- 13.5 Estate Agents must operate on a "by appointment" basis, and they must personally accompany prospective buyers or tenants onto the property.
- 13.6 No "show houses" or "open houses" are permitted within the Estate.
- 13.7 No "For Sale", "Sold", directional signs or any other marketing boards will be permitted within the Estate. Nor may any of these signs be erected on any property within the estate.
- 13.8 The seller and/or his accredited agent must ensure that the purchaser is informed about and receives a copy of the Association Constitution and Estate Rules and any other administrative procedures applicable at the time.
- 13.9 Estate Agents who do not comply with the aforesaid rules, will not be allowed access to the Estate.
- 13.10 Purchasers moving into the Estate and Members or tenants moving out of the Estate must advise the Security office in advance of the name of their appointed removal contractor and the expected time of arrival. The Member or tenant is also required to advise the Security office once the removal truck is ready to leave the Estate.

14. LETTING AND MANAGEMENT OF PROPERTY

- 14.1 Only an Association accredited Estate Agent, as provided for in 13 above, may be appointed to attend to the letting and management of a property within the Estate.
- 14.2 The Member must notify the Association, in advance and in writing on the prescribed form, of the accredited agent(s) appointed to attend to the letting and management of the Member's property.
- 14.3 The Member must notify the Association, in advance and in writing on the prescribed form, of the names of all the tenant(s) and the period of the lease.

- 14.4 The Member and/or the accredited agent must ensure that the tenant is informed about and receives a copy of the Association Constitution and Estate Rules and any other administrative procedures applicable at the time.
- 14.5 Any concession granted to a Member by the Association must be communicated to the tenant at the time of signing of the lease contract.
- 14.6 Tenants moving into the Estate and Members and tenants moving out of the Estate must advise the Security office in advance of the name of their appointed removal contractor and the expected time of arrival. The Member/tenant is also required to advise the Security office once the removal truck is ready to leave the Estate.

15. STANDBY GENERATOR SETS

- 15.1 The use of standby generators of a temporary or permanent nature is prohibited. Other means such as battery back up sets together with invertors are to be used for alternate power supply if need be.

16. RAIN WATER TANKS, SOLAR HEATING PANELS, PV PANELS, HEAT PUMPS ETC

- 16.1 Rain water tanks, solar heating panels, PV panels, heat pumps and air conditioning units are to comply with the provisions of the Architectural Design Manual.
- 16.2 Aerials, satellite dishes and any roof fixtures are to be positioned as unobtrusively as possible and screened in such a way as to minimize the visual effect thereof.

17. DOMESTIC ANIMALS

- 17.1 The Local Authority by-laws relating to pets will be strictly enforced.
- 17.2 Unless written authority has been given by the Association to any member, only domestic animals posing no danger, nuisance or health risk may be kept which shall be limited to 3 (three) dogs and 3 (three) cats per erf. Dogs must be kept in suitable enclosures and must be prevented from straying off the Resident's erf or being left unaccompanied on common property. All domestic animals shall at all times bear a tag with the name, telephone number and erf number of the relevant owner.
- 17.3 The breeding of domestic animals is prohibited - all dogs and cats (male and female) over six months of age must be sterilized,
- 17.4 Dogs shall not be allowed on common property, public areas, unless on a leash and under strict control. If any dog digs holes and/or otherwise damages common property or defecates on common property, the relevant owner shall be required to repair the damage and/or remove the faeces, as the case may be.
- 17.5 If any animal is brought onto or found upon the Estate contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the Association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either.
- 17.5.1 Issue written warning letters to the transgressor(s).
 - 17.5.2 Implement any conditions and/or procedures governing the rules as set out above.
 - 17.5.3 Require the relevant owner to remove the animal from the Estate.
 - 17.5.4 Itself remove the relevant animal from the Estate and to claim all costs so incurred from the relevant owner; and/or
 - 17.5.5 Address and take action in terms of the fine system.

18. LEVIES AND ADMINISTRATION

- 18.1 All levies are due and payable in advance on or before the 7th day of each month.
- 18.2 A penalty may be imposed for the late payment of levy accounts. Levies are only considered paid on the date that such amount reflects in the bank account of the Association.
- 18.3 Interest as determined by the Trustees will be raised on all overdue accounts.

- 18.4 Unless otherwise decided by the Trustees, any levy account that is overdue for more than 21 days will automatically be handed over for legal process. Members may under no circumstances withhold the payment of levies pending a dispute regarding any issue with the Association.
- 18.5 Should the need arise, the Association may impose a special levy to cover extra-ordinary legal costs.
- 18.6 The Trustees have the right to fine transgressors should any of the Rules be transgressed. Such fines will be debited to the levy account and be payable immediately.
- 18.7 Access to all sport and lifestyle facilities may be denied when a Member is in arrears in respect of any levies or accounts payable to the Association.

19. ENFORCEMENT OF ESTATE RULES

- 19.1 For the purpose of the enforcement of any of the Estate Rules, the Trustees may take or cause to be taken such steps as they may consider necessary to remedy the breach of the Estate rules of which a Resident and/or Member may be guilty, and the Association may take such action, including court proceedings, as it may deem fit.
- 19.2 In the event of any breach of the rules by any members tenants, or his guests, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the trustees may take or cause to be taken such steps against the person actually committing the breach as they in their sole discretion may deem fit.
- 19.3 In the event of any Member disputing the fact that he/she has committed a breach of any of the Estate Rules, a committee of 3 (three) trustees appointed by the Chairman for that purpose, shall adjudicate upon the issue at such a time and in such a manner and according to such procedure as the Chairman may direct.
- 19.4 Notwithstanding the foregoing, the Trustees may in the name of the Association enforce the provisions of any Estate Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

20. DESIGN, BUILDING REQUIREMENTS AND CONSTRUCTION

- 20.1 Every building structure, Wendy house, walling and or fencing to be erected on an Erf shall be of an approved design and of sound construction. No building operations shall be commenced on the Erf and no additions or alterations to approved buildings shall be affected until the design specification have been approved by the Association in terms of the Architectural Design Manual applicable at the time of submission.
- 20.2 All building activities shall be in accordance with the Regulations and Code of Conduct Governing Building Contractor Activity applicable at the time of such activity. Every building contractor and or member shall be required to abide by such rules and to sign such prescribed undertaking as may be determined by the trustees with regards thereto. A building contractor and or Member will not be allowed to undertake any building work on the Estate until such time as the undertakings referred to in this rule have been given.

21. BUILDING COMMENCEMENT AND COMPLETION

- 21.1 Registered Owners shall commence construction of the dwellings to be erected on the respective Residential Erven within 3 (three) years from date of first registration of transfer of the relevant Residential Erven into the Registered Owner's name from the Developer (first transfer) (the Required Construction Commencement Date) and shall complete construction of such dwelling within 14 (fourteen) months, inclusive of all public and builders holidays etc., from the date that the Member commences construction (the Required Construction Completion Date). For purposes of this clause 21.1:
 - 21.1.1 "commence construction" means the commencement of any work of whatsoever nature on the relevant Residential Erf, relating to the erection of a dwelling thereon as certified by the Association, whose certificate shall be final and binding on the Member.
 - 21.1.2 "complete construction" means completion of a dwelling for beneficial occupation, constructed and completed in accordance with the Architectural Design Manual and other Guidelines referred to in

clause 20 and certified as complete by the Association, whose certificate shall be final and binding on the Member.

21.2 In the event that the Registered Owner fails to commence with the construction within the stipulated 3 (three) year period (the "Required Construction Commencement Date")

21.2.1 the Association shall be entitled to have the Residential Erf landscaped to its satisfaction at the cost of the Registered Owner

21.2.2 The Registered Owner shall be responsible for the costs of maintaining the landscaped Residential Erf until such time as the Registered Owner commences with construction as provided for in 21.1.1 above.

21.2.3 the Registered Owner shall be liable to pay penalty levies as follows:

- i. an additional 50% of the amount of normal levies resulting in the member paying one and a half times the amount of normal levies for the period calculated between the 1st and 12th month as from the Required Construction Commencement Date in respect of each month or part thereof beyond the Required Construction Commencement Date
- ii. thereafter and as from the 13th month after the Required Construction Commencement Date an additional amount equivalent to the normal levies resulting in the member paying two times the amount of normal levies in respect of each month or part thereof beyond the Required Construction Commencement Date

21.3 In the event that the Registered Owner fails to complete the construction within the prescribed 14 (fourteen) month construction period ("the Required Construction Completion Date"), then and in such event the Registered Owner shall be liable to pay penalty levies as follows:

- i. an additional amount equivalent to two times the amount of normal levies resulting in the member paying Triple the amount of normal levies for the period calculated between the 1st and 6th month as from the Required Construction Completion Date; and
- ii. Thereafter and as from the 7th month after the Required Construction Completion Date, the monthly penalty levy shall be increased by an amount equivalent to the normal levies every 6 (six) months that the construction is not completed up to a maximum of 6 (six) levies payable after the 19th month after the Required Construction Completion Date. - for the sake of clarity the total levy including penalty will be as follows;
 - Month 7 to 12 – 4 times the normal levies
 - Month 13 to 18 – 5 times the normal levy
 - Month 19 onwards – 6 times the normal levy.

The charging of the penalty levies as aforesaid shall not in any way restrict or curtail the rights of the Association to take such other legal steps as may be available.

22. FIRE RESPONSE

22.1 In the case of a fire occurring on the Estate, the following actions are to be taken immediately: -

22.1.1 contact the relevant general emergency number from landlines or through the emergency number of your cell phone provider; and

22.1.2 contact the Estate Manager or the chairman of the Association.

22.1.3 warn neighbours of potential danger.

23. SECURITY

23.1 Persons may only enter or leave the Estate through the main entrance other than in extra-ordinary circumstances and with the prior written consent of the Association.

23.2 Domestic, Casual and Construction workers will not be permitted entry to the Estate unless issued with a permit permitting such entry.

- 23.3 All persons, other than those who have been issued with a valid entry permit, shall be required to sign the prescribed entry document stating that they will abide by the rules of the Association.
- 23.4 All vehicles entering and leaving the Estate shall stop at the vehicle entrance.
- 23.5 No vehicle shall enter the Estate unless admitted by the guard on duty at the gate, except where the Association has issued a device enabling the driver to operate the vehicle entrance gate. Such devices are issued for the personal use of the person to whom it was issued and shall not be shared with, or used by, or transferred to any other person. The following shall also apply regarding access to and from the Estate:
- 23.5.1 The residents' vehicle entry permit in 24.7 still applies notwithstanding the device.
- 23.5.2 This device must under no circumstances be used to avoid or disobey security rules. In the case of the latter the device can be removed from the security system at the cost of the rightful owner.
- 23.5.3 Vehicles such as bicycles, motorbikes, etc. shall not be allowed to use the opening between the security booms for entry.
- 23.5.4 No access device (remote/card) may be given to any other person not residing within the Estate on a permanent basis.
- 23.6 All residents must apply for a resident's vehicle entry permit which permit shall be valid for a period of one calendar year from a date prescribed by the trustees, otherwise the provisions of sub-rule 24.3 shall apply
- 23.7 All residents shall advise the guard on duty at the security gate of the identity and approximate time of arrival of any person to be admitted to the Estate as an invitee of the resident concerned. If the security guard has not been so notified the guard may (but will not be obliged to) endeavour to obtain authority from the relevant resident to admit the person concerned to the estate.
- 23.8 No visitors (staff, contractors, or any other person) will be allowed access to the estate, unless permission has been obtained from the resident/s of the property involved.
- 23.9 Residents must apply for a domestic staff entry permit for their domestic staff. On receipt of a duly completed application on the prescribed form the Association will issue a domestic staff entry permit which permit shall be lodged at the guard house.

On entry into the Estate the domestic staff member will be required to sign in and collect his/her permit which permit is to be kept on the person at all times while they are within the Estate. On leaving the Estate the permit is to be returned to security and the person signed out by security.

- 23.10 Casual workers will not be permitted to enter or exit the Estate on their own and must be accompanied by their employer when entering or exiting the Estate. When entering a casual worker entry permit will be issued on signature by the Employer which permit is to be kept on the person at all times while they are within the Estate. The permit is to be returned to security when the person leaves the estate and is to be signed off by the Employer.

All main contractors, supervisors, architects, sub-contractors and any others involved in the construction who will be on site more than once a week must obtain a temporary access permit from the Association which permit will be valid for one calendar month and is to be issued as determined by the Trustees from time to time.

- 23.11 No owner or resident, or any such person for whom he or she is responsible for, may tamper with any security equipment, access control, etc.

24. DOMESTIC STAFF

- 24.1 Resident's domestic staff members are obliged to abide by the rules and constitution of the Association and accordingly residents shall supply such staff with a copy of such rules and constitution.
- 24.2 Residents are required to notify the Association and provide full details of any domestic staff member who

resides on the Estate.

24.3 Domestic staff will not be allowed to wander around without identification.

25. ELECTRIC FENCING

The perimeter of the Estate is surrounded with a high voltage electric fence coupled with an intrusion detection system which is monitored from the Security Control Centre. The electric fence is open on the inside of the Estate and is equipped with sufficient warning signs to warn people to stay away. People working or residing on the Estate must take note that the fence is live at all times, and Members hereby indemnify Association and hold it harmless against any and all claims in this regard

26. PENALTIES CLAUSE

26.1 The Association shall investigate (in a manner as it deems fit) written complaints received from members relating to the behaviour and/or conduct of other residents and persons on or about the Estate and shall take such steps with regard thereto as it deems fit. The Association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received.

26.2 If any person contravenes or fails to comply with any of the provisions of these rules or any conditions imposed by or directives given by the Association in terms of these rules, the Trustees shall be entitled (without limiting any other rights afforded to them in terms of these rules and the constitution) to impose suitable fines on the person concerned. If the person concerned is a guest, tenant or invitee of the Member, that Member will be liable for payment of such fine. Any fine imposed on a Member and/or his tenant, guest or invitee shall be deemed to be a debt due and payable by the Member concerned to the Association forthwith on demand.

26.3 The provisions of this rule are without prejudice to any other rights that the Association may have in terms of the Constitution or at law.

27. GENERAL ESTATE RULES

27.1 In general, where no specific Estate Rules have applicability, the Trustees reserve the right for the Estate Manager to make Estate Rules from time to time that he/she may deem necessary subject to the approval of the Trustees.

27.2 The Trustees reserves the right to amend these Estate Rules from time to time in such a manner as deemed necessary.

27.3 No indulgence or relaxation in the application of these Conduct Rules, shall constitute a waiver or consent, or prevent the enforcement thereof by the trustees.

27.4 The Trustees may, in exceptional circumstances and in their sole discretion, grant or allow a departure from the provisions of these rules, subject to the following:

27.5 such departure must be authorised by the Trustees at a duly constituted meeting of the Trustees.

27.6 the motivation for such departure shall be put on record and made available to Members upon request.