

**ATLANTIS CITY HOME OWNERS ASSOCIATION**  
**(the “HOA”)**

**Registration Number: 2004/010743/08**

**COMMUNITY PARTICIPATION RULES**

Rules prescribed by the **Directors** in terms of **Article 4** of the **Memorandum of Incorporation** of the **Homeowners Association** with regards to the use and observance by members, the members of their households, their guests, employees and lessees of the common property of the Association. The **Directors** are responsible for ensuring compliance with these rules and, on behalf of the **Homeowners Association** does not accept any liability whatsoever for any bodily injury of any nature whatsoever occurring to any persons within the complex howsoever caused and any motor vehicles, household goods or personal possessions on or in the complex are at the sole risk of the **owner/member** thereof, nothing excluded. This includes the use by any persons of any facilities on the complex.

In these rules the words “**complex**”, “**estate**” and “**township**” are synonymous as are the words “**owner**” and “**member**”.

**1. INTRODUCTION:**

- 1.1. The HOA endeavours to provide a high quality lifestyle for all residents. The objective of these Estate Rules is to enhance the lifestyle of the residents on both the public areas of the Estate and on their private property and to ensure harmonious community living and to control security measures.
- 1.2. These Estate Rules have been established in terms of the **Memorandum of Incorporation** of the HOA. All homeowners have legally bound themselves in terms of their title deeds to the HOA in respect of their stands and to the Estate Rules. The Estate rules are binding on all owners, occupants, visitors, employees and contractors.
- 1.3. For the purposes of these Estate Rules, HOA means the **Sonneveld Atlantis City Home Owners Association** governed by the **Board of Directors** and assisted by the **Managing Agent** as appointed by the **Board of Directors**.
- 1.4. Registered owners remain wholly liable to ensure that all Rules are adhered to and abided by and this pertains to any person whomsoever that is allowed onto the Estate.

- 1.5. In the event of annoyances or complaints, the parties involved should attempt to settle the matter between themselves, exercising tolerance and consideration.
- 1.6. These Estate Rules may be amended by the **Directors** from time to time as per Article 9 of the **Memorandum of Incorporation**.
- 1.7. The decision of the **Directors** shall be final and binding in respect of the interpretation of these Estate Rules.
- 1.8. Where there is a discrepancy in these rules in relation to the provisions of the **Memorandum of Incorporation** the provisions of the Memorandum shall take preference.
- 1.9. In these rules, where reference is made to a fine, such fine shall be reckoned as per the content of the Debtors Policy incorporating the Schedule of Fines, Fees and Penalties annexed as annexure "A".

## 2. ADMINISTRATION AND FINANCE:

- 2.1. All levies and other miscellaneous charges are due and payable in advance on or before the first day of each month.
- 2.2. Interest shall be payable on arrear levies at a rate of 2% as may from time to time be determined by the Directors. The Managing Agent may charge an Arrear Administration Fee on the 8<sup>th</sup> day of each month. Homeowners will pay interest on levies that are overdue and which remain unpaid for more than (7) seven calendar days.
- 2.3. Any owner who is persistently in arrear with his payment shall be obliged, at the request of the **Directors** to lodge a deposit of an amount at the discretion of the Directors.
- 2.4. All penalties are payable on receipt of written notification of the penalty levied and are payable within (30) thirty calendar days of receipt of notification by the HOA that such penalty is due.
- 2.5. Any reference in these Estate Rules to written notification shall include emailed notification, faxed communication and any other electronic means of communication.
- 2.6. Before tenants can take occupation of any property in the Estate such tenant must be registered with the HOA via the Managing Agent or Caretaker and copies of the lease agreement and identity documents of the tenants are to be provided, together with an acknowledgement that the tenant has read the Estate Rules and considers them binding. For the sake of security the HOA shall not provide any new gate opening devices and shall deactivate existing gate opening devices operated by such tenants until such time as the conditions contained in this clause have been met. It is the responsibility of the Owner and

Agent to advise the HOA that existing gate opening devices have been handed over to tenants.

- 2.7. The owners shall not be entitled to a refund of contributions lawfully levied upon them and duly paid by them.
- 2.8. No portion of the profits or gains of the **Homeowners Association** shall be distributed to any owner or any other person.
- 2.9. Any amount due by a member by way of a levy or interest thereon shall be a debt by him to the Association.
- 2.10. The Directors may from time to time call upon members to make special contributions in respect of all such expenses as are not included in any estimates made, and such levies and contributions may be made payable in one sum or by such instalments and at such time or times as the Directors shall determine.
- 2.11. A member's successor in title to land in the Township shall be liable as from the date upon which he becomes a member pursuant to the transfer of that land to pay the levy and interest thereon attributable to that land.
- 2.12. A member shall be liable for and pay, all penalties and legal costs, including costs as between attorney and client and collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrear levies or any other arrear amounts due and owing by such member.
- 2.13. No member shall be entitled to any of the privileges of membership unless and until he shall have paid every levy, penalty and interest thereon, and any other sum, if any, which may be due and payable by that member from whatsoever cause arising.

### **3. ENVIRONMENTAL MANAGEMENT:**

- 3.1. Vacant stands must be kept in a neat and tidy condition which is acceptable to the HOA. The HOA reserves the right to clean stands that are not satisfactorily maintained and such costs will be for the Owner's account.
- 3.2. No rubble or refuse may be dumped or discarded in any public area of the Estate including the streets or vacant stands. The actual costs of removal of such dumping will be charged to the perpetrator's levy account and in addition a fine will be levied as per annexure "A".
- 3.3. Residents are requested to develop the habit of picking up and disposing of any litter encountered on the open spaces. Flora in common areas may not be removed or damaged.

Any person found guilty of such an offense will be fined as per annexure “A”. In addition a case of theft will be opened against such person.

- 3.4. Owners are encouraged to plant indigenous plants, when setting out new gardens and new landscapes in and about their properties.
- 3.5. Owners must ensure that no declared noxious flora is planted or is growing on their properties.
- 3.6. Swimming pool water must not be channelled through the storm water system onto neighbouring properties or onto common areas or onto the streets within the Estate but must be discharged into a sewer drainage installation as per the Ekurhuleni swimming pool bylaws. Any person found guilty of such an offense will be fined as per annexure “A”.

#### **4. STREET SCAPE APPEARANCE**

- 4.1. Owners are obliged to maintain, trim and keep clean and tidy and manicure the area between the road kerb and the boundary of their properties. Soil must not be visible and such area must be covered by paving, lawn, ground cover or any other means deemed acceptable by the HOA.
- 4.2. Walls, fences, and other structures visible from the street or adjacent properties must be maintained in a condition acceptable to the HOA. In the event that the HOA deems the appearance of such walls, fences, and other structures inconsistent with the aesthetics of the Estate, The HOA reserves the right to request the owner in writing to carry out appropriate improvement or maintenance of such walls, fences and other structures within 30 days, failing which, the HOA shall carry out such improvements and debit the actual costs thereof to the owner’s account.
- 4.3. Gardens on the pavement areas must not obstruct pedestrians, illumination of street lights or obscure the vision of motorists; failing which the owner shall be liable for any harm, or damage suffered as a result thereof. In the event that there exists such an obstruction the HOA reserves the right to request the owner to remove such obstruction by written notice and provide the owner 14 days to remove such obstruction failing which the HOA may attend to the removal and debit the actual costs thereof to the owner’s account.
- 4.4. Caravans, trailers, boats, tool sheds, wash lines and accommodation for pets must be screened from the road.

- 4.5. The parking facilities at the entrance of the Estate are reserved strictly for staff, security and visitors to the admin offices and no resident may utilise these parking bays for any personal use.
- 4.6. No owner/member shall:-
  - 4.6.1. Erect any pre-cast concrete walls on land in the Estate
  - 4.6.2. Erect any fencing or walling on land in the Estate without the prior written approval of the Directors, which approval shall not be withheld unless the Directors are of the opinion that such fencing or walling is inconsistent with the aesthetic appearance of the homes and gardens in the Estate.

## **5. STREETS IN THE ESTATE:**

- 5.1. The full provisions of the Gauteng Road Traffic Ordinance apply within the Estate.
- 5.2. The speed limit is restricted to 20km/h. The Directors reserve the right to impose fines and/or penalties in this respect, with regards to obvious speeding in the Estate. In the event whereby the offence was committed by a visitor, employee or children of the owner resident, the owner, or resident will be held responsible for the actions of these individuals.
- 5.3. Motor powered vehicles may only be driven on the roads in the Estate. It is forbidden to drive on pavements, common areas, and any other areas that are not provided for driving.
- 5.4. No quad bikes are allowed to be driven within the Estate except for security quad bikes (if applicable). Offenders will be fined accordingly.
- 5.5. Children playing in the streets, or on any portion of the Estate where their safety and/or bodily integrity may be harmed do so at their own risk. The HOA shall not be held responsible for any loss or damage to property and/or person and/or death in this regard.
- 5.6. Roads shall not be obstructed in any way, especially by vehicles. Offenders will be fined accordingly. Vehicles parked in contravention of any authorised restriction will be towed away at the expense of the unit owner.
- 5.7. NO derelict vehicles (including caravans, trailers and boats), or portions thereof, may be parked anywhere within the complex so as to be visible from any unit without the owner thereof having received the prior written consent of the Directors, and such vehicles will be towed away at the unit owner's expense, should he not remove such vehicles within three days of the service of written notice as per these rules.

- 5.8. The repair, overhaul, reconditioning, or servicing, (i.e. changing of oil, engine work, spray painting, etc.) of any vehicle, unless in an emergency, is not permitted on the common property, and for the purpose of this clause, this includes any area designated for the exclusive use of any resident.
- 5.9. No trucks or heavy-duty vehicles that could cause damage to the roadways within the Estate are permitted at any time. Any damage caused to the roadways will be repaired at the responsible owner's expense.
- 5.10. No vehicle may be driven within the complex by a person who is not legally licensed to drive on public roads and the owner of the relative unit who allows such action may be fined in terms of these rules.
- 5.11. It is absolutely forbidden to drive or operate a vehicle inside the complex that does not carry a licensing authority permit/registration number plate e.g. Quad bike, off-road motorcycles, go-carts, fork lifts, etc. In the event of a breach of these rules the owner of the relevant unit will be held liable and may be fined in terms of these rules.

## **6. CONSIDERATION FOR OTHER RESIDENTS:**

- 6.1. At all times residents, their employees and visitors shall conduct themselves about the common property and within their units in an orderly manner so as not to breach the rules or infringe on the common law rights of other residents. The adherence of employees, residents and visitors, to these rules is the responsibility of the owner.
- 6.2. The Directors reserve the right to enforce acceptable behaviour and impose fines or penalties in cases where residents do not adhere to the rules. Fines may also be imposed to the lessee at the discretion of the Directors.
- 6.3. **No business activity, hobby or any conduct of whatsoever nature that could cause a disturbance or nuisance to residents or that may impair security protocol or constitute a security breach may be carried out on the Estate. This includes but is not limited to auctions, jumble sales or businesses requiring access of employees and/or delivery/courier companies.**
- 6.4. Dustbins and refuse may not be placed on the pavement unless it is to be collected within twenty four hours.
- 6.5. No firearms, pellet guns or fireworks may be discharged on the Estate
- 6.6. Use of lawn mowers and all other power tools as well as alterations and noisy work to units is restricted to the following times:

**a. September to April**

Mondays to Fridays 07h00 to 19h00

Saturdays: 09h00 to 15h00.

Sundays 09h00 to 13h00

**b. May – August**

Mondays to Fridays: 07h00 to 18h00.

Saturdays: 09h00 to 15h00

Sundays: 09h00 to 13h00

6.7. The following rules shall apply to the use of generators within the Estate:

**a. New installations as of 01 July 2017**

- i. Any new generator installations as of 01 July 2017 are to be silent generators with a maximum output of 8kVA;
- ii. Generators are to be suitably housed and screened from street view and neighbouring properties;
- iii. UPS and invertors are preferred as alternative power sources and residents are urged to utilise these varieties of alternative power sources to the installation of generators.

**b. Existing installations prior to 01 July 2017**

- i. Any existing generator installations are to be suitably housed and screened from street view and neighbouring properties;
- ii. Such generators are to be replaced with silent generators within a reasonable time and as agreed between the Resident and the HOA;
- iii. Such generators may only be used during load-shedding hours and only up to 22h00 on any given day unless extenuating circumstances exist that such generator is required after 22h00 in which case the HOA is required to provide the resident with written consent to utilise the generator after 22h00;

iv. UPS and invertors are preferred as alternative power sources and residents are urged to utilise these varieties of alternative power sources as opposed to the installation of generators.

6.8. Playing of musical instruments and Hi-Fi equipment should be kept at levels that do not disturb or cause nuisance to neighbours. The provisions of The Noise Control Regulations, in terms of The Environment Conservation Act 73 of 1989 will be strictly applied. The following restrictive times shall be strictly enforced:

a. Monday to Thursday no loud noise/music after 21h00

b. Friday and Saturday no loud noise/music after 24h00

c. Sundays and Public Holidays no loud noise/music after 22h00

***The Directors will review restrictive times for the festive season and communicate as such before the festive season starts.***

## **7. SECURITY:**

7.1. Residents and their visitors are requested to always treat the security personnel in a co-operative and courteous manner. The security guards may not be abused under any circumstances.

7.2. Every resident with respect to people in his/her employ must ensure that such employees adhere to all access control provisions as stipulated herein and amended from time to time.

7.3. Home Owners must ensure that all contractors in their employ adhere specifically to the security stipulations as contained herein.

7.4. Perimeter walling and fencing serves as a deterrent and is not guaranteed; all attempts at burglary or fence jumping and/or any other security breach must be reported to a member of the security staff, and/or sub-committee.

7.5. **The HOA will not be responsible for any burglary, theft or any other crime of any nature whatsoever. The safety and security of every owner, resident, employee and, or visitors remains the owner's responsibility. The owners must ensure that they have made necessary provisions to ensure the safety of themselves, residents, lessees, employees and, or visitors to their units or anywhere else within the Estate.**

7.6. The Estate may be patrolled on a random basis by security guards, in line with strategies and implementations determined by the board of directors.



- 7.7. Security rules and protocol as approved by the board of directors and/or as amended from time to time pertaining to access and exit procedures shall be adhered to at all times by residents, visitors and contractors, service providers and agents
- 7.8. Under no circumstances shall residents release any security codes, tags and/or remotes to any party except those who are required to gain access in accordance with security rules and protocol.
- 7.9. Owners, tenants, visitors, contractors and/or any other person shall not tamper with any security equipment or security installations. Any person who is observed breaching this rule should be reported to the Directors and/or Security Manager.
- 7.10. Security and security maintenance personnel shall have reasonable access to properties to do required maintenance or check-ups including activations and shall leave the premises in the same condition as found.
- 7.11. Estate Agents, or any other agents shall be regarded as visitors to the Estate and no resident shall be permitted to offer such person the use of a remote, tag or security access card.
- 7.12. Any hand over of security access devices to new residents as a result of transfer or lease must be reported to the Security Manager, Caretaker or Managing Agent.
- 7.13. For the sake of security of all the residents within the HOA, residents on the boundary walls shall ensure that their gardens (including any trees, shrubs, creepers or plants) do not interfere or block the security systems, street lights, cameras and/or security equipment. In the event that the resident fails to adhere to this rule shall result in the HOA attending to the necessary rectification and debiting any costs occasioned by the HOA to such resident who shall be liable for payment thereof.
- 7.14. Entry of visitors, contractors and/or deliveries to the Estate shall only be given by the particular resident. Should the resident refuse and/or neglect and/or is not available to grant access to the visitor, such visitor shall be denied access until such time as the resident grants access.

## **8. VISITORS, CONTRACTORS AND EMPLOYEES:**

- 8.1. The occupiers of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Estate Rules.
- 8.2. Home owners must ensure that contractors in their employ adhere to the stipulations of the contractors' activity and service providers rules as detailed herein.

- 8.3. All residents must notify the Managing Agent and, or Security Manager in advance that they are hosting a function where 10 or more visitor vehicles are expected.

**9. PETS:**

- 9.1. Any pets that cause reasonable complaints from other residents, the Directors reserving the right to decide upon the reasonability of a complaint, shall be removed upon notice to this effect by the Directors. Should the owner not remove the pet, it will be removed upon notice to this effect by the Directors at the unit owner's cost.
- 9.2. The local authority bylaws relating to the pets will be strictly enforced.
- 9.3. No poultry, carrier pigeons, wild animals or livestock may be kept in the Estate.
- 9.4. No animals are allowed on the common property at any time, unless on a leash and accompanied by the owner. Any animal found unaccompanied on the common property will be returned to the owner if possible whereby a fine will be imposed on the owner's account. Otherwise such an animal will be considered as a stray and will be removed at the cost of the unit owner. **Any litter caused by any animal must be cleared away by the owner immediately.**
- 9.5. Should any excrement be deposited on public or private property, the immediate removal thereof shall be the sole liability of the owner of the pet. Offending owners will be fined accordingly.
- 9.6. Every pet must wear a collar with a tag indicating the name, telephone number and address of the owner. Stray pets without identification tags will be apprehended and handed to the Municipal pound, and the Owner shall be deemed to have indemnified the HOA in relation thereto.
- 9.7. Pets' owners on vacation must ensure that their pets are cared for daily to ensure that such pets do not create a noise disturbance or a nuisance. Offending owners will be fined accordingly.
- 9.8. The HOA reserves the right to request the owner to remove his/her pet should it become a nuisance within the Estate. The HOA will firstly direct written notice to the owner furnishing details of the complaint and complainant and affording the owner a reasonable opportunity to eliminate the said cause of the complaint.
- 9.9. The ritual slaughtering of any animal, reptile or bird within the Estate must be done in according to local bylaws. Such slaughtering must take place within the confines of the owner's unit and must not be visible from the street, adjacent properties or any other public areas. Slaughtering of large animals like cows must be reported to the Directors

beforehand in order to ensure that the safety of other residents within the Estate is taken into consideration.

#### **10. LETTING AND SELLING PROPERTY:**

- 10.1. All tenants of units and other person granted the rights of occupancy by any owner of the relevant unit are obliged to comply with the Estate rules, notwithstanding any provision to the contrary contained in any lease or any grant of right of occupancy. It is incumbent on all owners who lease their units to ensure that the tenants have a copy of the rules.
- 10.2. The terms and conditions on which the owners may let their units, carports and garages, whether through an agent or otherwise, shall include an acknowledgement by the lessee of the existence of these rules and an undertaking by the lessee to adhere to them.
- 10.3. Any breach by a lessee of any of the provisions of these rules shall be a breach of lease
- 10.4. The Directors at their sole discretion reserve the right to require owners to terminate the lease with tenants who continue to breach these rules.
- 10.5. The scheme is registered as a residential complex and all occupation is to be residential only.
- 10.6. All leases must be for ordinary residential purposes only.
- 10.7. Short term (short lets)/ time sharing/ holiday letting is strictly prohibited.
- 10.8. A copy of the signed lease agreement containing full details of the lessee is to be lodged with the Directors or Caretaker at least 7 (seven) days before occupation.
- 10.9. Any lease agreement for foreign internationals must be for lessees who have a valid South African Visas or work permits**
- 10.10. An owner wishing to sell/let his property shall:
  - 10.10.1. inform the Managing Agent or Caretaker in writing that the property is on the market or is for rent;
  - 10.10.2. in the event of procuring the services of an estate/letting agent, furnish the Managing Agent or Caretaker with a copy of the letter of authority/mandate confirming that the owner has appointed the agent specified therein;
  - 10.10.3. inform the Managing Agent or Caretaker within 1 (one) month of tenancy and provide the Managing Agent with a copy of the lease agreement and confirmation that the tenant has been provided with a copy of the Estate Rules and considers them to be binding.
- 10.11. Show houses will only be allowed on Sundays between 14h00 and 17h00.

- 10.12. One “Open hour” for agents shall be permitted one day per week and shall be strictly between 09h00 and 14h00. In order to book an open hour, agents are to notify the Managing Agent by the Monday morning prior to the open hour of the week indicating the date, stand number and time.
- 10.13. Before transfer of any erf within the HOA, the Seller shall be obliged to obtain a clearance certificate from the HOA, duly signed by the Directors and the Managing Agent confirming that all amounts owing to the HOA have been paid in full.
- 10.14. Before transfer of any erf within the HOA, the Purchaser shall be obliged to sign a copy of the Memorandum of Incorporation and the Estate Rules as provided.
- 10.15. The seller/lessor and buyer/lessee of a property in the Estate shall ensure that the Sale and Deed of Transfer/lease agreement contains the following clauses:
- 10.15.1. [HOME OWNERS ASSOCIATION]: “The purchaser acknowledges that upon registration of the property into his name, he becomes and undertakes to remain a member of **Sonneveld Atlantis City Home Owners Association** subject to its **Memorandum of Incorporation;**” and
- 10.15.2. [in respect of the Deed of Transfer]: “Every owner of the erf, or any subdivision thereof, or any interest herein, or any unit thereof, shall be bound to **Sonneveld Atlantis City Home Owner’s Association Memorandum of Incorporation** until s/he ceases to be an owner as aforesaid. Neither the erf, nor any subdivision thereof, or neither any interest therein, nor any unit thereof, shall be transferred to any person who has not bound himself to the satisfaction of Sonneveld Atlantis City Home Owner’s Association. The owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon, shall not be entitled to transfer the erf or any subdivision thereof, or any interest therein, or any unit thereon, without a clearance certificate from Sonneveld Atlantis City Home Owners Association stating that the provisions of the **Memorandum of Incorporation** have been complied with.”
- 10.15.3. In the event of the Registrar of Deeds requiring the amendments of such conditions, in any manner in Order to affect registration of it, the purchaser of same hereby agrees to such amendment.
- 10.16. In the event that an agent has multi-listed the Listing Agent, who must be accredited, must at all times accompany all multi-listed agents to view any property within the HOA. Any multi-listed agent not accompanied by the Listing Agent will not be granted access to the Estate.

**NOTE: All complaints or allegations of non-compliance with these Estate Rules must be in writing on the prescribed form which can be obtained from the Security Offices together with any supporting documents and should be delivered to the Security Office or Caretaker during office hours. If a breach of the Estate Rules is alleged sufficient proof of such breach must be provided, provided that the minimum requirements for allegations of breach are that the allegation must allege a date, a time, stand number, nature of breach, persons involved and a specific rule allegedly breached.**

#### **CONDITIONS WITH REGARD TO CONTRACTORS ACTIVITY AND SERVICE PROVIDERS**

For the sake of clarity Contractors shall include but not be limited to building contractors, building sub-contractors, electricians, plumbers, tilers, glazers, welders, roofers and any other contractor undertaking a service of a construction, installation or repair nature but shall not include personal gardeners, domestic helpers, pool services, pet groomers and garden services which shall be termed ***“Service Providers”***.

#### **11. BINDING NATURE OF RULES:**

- 11.1. The rules governing building activity enacted herein are binding on all homeowners, residents, building contractors, their sub-contractors, suppliers, employees, agents and service providers.
- 11.2. The onus is on homeowners to ensure that their building contractors, sub-contractors, suppliers, employees, service providers and agents are informed of these rules, which shall be incorporated into any agreement between the homeowner/resident and such building contractor, sub-contractor, supplier, employee, service provider and agent.
- 11.3. The HOA may suspend any building activity that is in contravention of any of these rules and the Estate Rules, and the homeowner/building contractor indemnifies the HOA against any liability of whatsoever nature for any losses sustained by a homeowner, resident, building contractor, sub-contractor, supplier, employee and agent as a result of such suspension.
- 11.4. Any reference herein to homeowner/resident/building contractor shall apply *mutatis mutandis* to their sub-contractors, suppliers, employees, service providers and agents.
- 11.5. Before commencing any construction or renovation which requires a plan owners are to ensure that the architect is in receipt of a copy of these rules.

- 11.6. A copy of these rules is to be signed by the main contractor and handed to the administration office of the HOA before building can commence.

## **12. CONDITIONS REGARDING CONTRACTOR ACTIVITY: ESTATE RULES**

- 12.1. The Estate is a secure and controlled environment. Contractors and delivery security procedures and security control must be adhered to at all times.
- 12.2. All Contractors are required to be briefed on the conditions with regard to the Contractor Activity Rules and are to sign acceptance of this document. Contractors in breach of the Rules will be fined as per Annexure A and access to the Estate will be denied until the fine is paid and breach is remedied to the satisfaction of the HOA.
- 12.3. Contractors or sub-contractors and their employees as well as persons performing deliveries in the Estate must be in possession of a valid South African ID document or passport to enter and work in the Estate. Alternatively original asylum documents may be presented to the Security Manager.
- 12.4. Contractors who are on site for longer than three days must report to the admin office for registration with the Estate / Security Manager or the Caretaker as a contractor in the Estate.
- 12.5. Contractors shall ensure that the building project is in accordance with approved plans and that the footprint and finishes are consistent with the aesthetics of the Estate.
- 12.6. Contractors shall ensure that available services such as council and Telkom services including manholes, storm water structures etc. are protected and accessible at all times.
- 12.7. Contractor activity is only permitted on:  
Weekdays from 07h00 - 17h00  
Fridays from 07h00 - 16h00  
Saturdays from 08h00 - 15h00
- 12.8. Contractor activity is strictly prohibited on Sundays and public holidays, including the Easter weekend.
- 12.9. No construction is to take place on weekends at sites without an occupation certificate.
- 12.10. No building contractor, sub-contractor, supplier, employee, service provider and agent will be allowed on the Estate or be allowed to remain thereon outside of the times stated herein. Offenders will be fined accordingly.**

- 12.11. Contractors and/or Owners are under a duty to provide fresh water; toilet, washing and changing facilities for his sub-contractors, suppliers, employees and agents. Toilets and changing facilities shall be suitably positioned, as decided by the Directors, and kept hygienic at all times. Offenders shall be fined accordingly.
- 12.12. Fires for cooking, heating or other purposes will not be permitted during operations.
- 12.13. During construction, all activities relating to construction must be confined within the erf boundary. This includes location of staff and contractors equipment. Storage and rubble bins may not be placed where they may cause an obstruction to roads or neighbours. It is the responsibility of the Contractors to ensure that their personnel and/or any delivery personnel do not transgress into the surrounding area. Offenders will be fined accordingly.
- 12.14. The site shall be kept clean and tidy; litter is to be removed on a daily basis, and rubble is to be removed weekly. No litter or any other material may be burnt on the building site or within the Estate. The Contractor/Owner shall provide facilities for litter and rubbish disposal and ensure the appropriate use of such facilities. Offenders shall be fined accordingly.
- 12.15. Contractors shall ensure that no building material, equipment, rubble and/or rocks shall encroach on the roadway on any part of the Estate. It is the Contractor and Owner's responsibility to clean the roadway of all such material relating to his activity. Offenders will be fined accordingly.
- 12.16. Should building material, equipment, rubble and/or rocks be required to be off-loaded on a neighbouring stand (or on any common property), prior written approval from the owner of that stand (or the Estate Manager or Caretaker as the case may be) shall be obtained. Offenders will be fined accordingly.
- 12.17. No advertising or sub-contractors boards will be permitted within the complex.
- 12.18. Contractor deliveries from suppliers are only allowed only during 08h00 – 16h00 on weekdays. The Contractor/Owner will be liable for penalties incurred by any delivery vehicles.
- 12.19. Drivers who contravene the Estate Rules will be escorted off the Estate and denied access.
- 12.20. The washing off of ready mix concrete vehicles, contractor vehicles and delivery vehicles must take place within the confines of the site and spillage and runoff must be contained within this site. The contractor will be liable for the costs of any

damage/repairs to the road or property incurred by any spillage. Offenders shall be fined accordingly.

- 12.21. Prior to the December builder's shutdown, Contractor is to ensure that the building site is properly cleaned, taps are properly closed, and site toilets are cleaned and refuse bins cleared.
- 12.22. Contractors and/or Owners shall be liable for any damage, injury or loss caused to person or property on any part of the estate, including damage to roads, kerbs, vegetation, private erfs, vehicles or estate common property arising from building activity and all conduct incidental thereto.
- 12.23. Flora designated as protected species by the HOA shall not be damaged or removed during or in preparation of any building activity.
- 12.24. Should the HOA have reason to believe that an owner and /or contractor is in breach of any rule then the HOA may suspend building activity until such breach or undesirable conduct is abated.
- 12.25. Should there be outstanding levies by the owner or unpaid fines by the contractor and/or the owner, the HOA reserves the right to request all Contractor activities to cease until all outstanding amounts have been paid.
- 12.26. The purchaser of an erf within the Estate shall be afforded a period of six (6) months, calculated from the date of registration of transfer of that erf into the purchaser's name within which to apply for and obtain plan approval. Should the Purchaser fail to obtain such approval within six (6) months, the erf shall become the subject to penalties as per annexure "A". Should it be foreseen that the approval of the plan process will extend over the 6 month period then and in that event the purchaser may apply to the HOA, in writing, for an extension of this period.
- 12.27. Upon due compliance with and attainment of all the requirements of the plan approval process, the construction period is eighteen (18) months from date of issuing of a commencement certificate. Upon the expiry of the eighteen (18) construction period penalties shall be applied. Should it be foreseen that the construction period will extend over the 18 month period then and in that event the purchaser may apply to the HOA, in writing, for an extension of this period which the HOA may grant at their discretion.
- 12.28. All construction work that was still in progress or yet to commence at the date of the promulgation of these rules shall be afforded a period of eighteen (18) months to be**



**completed. Failure to complete the construction, within the said period, fines will be imposed according to Annexure A.**

**12.29. All vacant stands where construction has not yet commenced at the date of the promulgation of these rules, shall be afforded a period of six (6) months, calculated from the date of promulgation of these rules within which to apply for and obtain plan approval. Furthermore, such stands shall be afforded a further period of eighteen (18) months after obtaining plan approval, for construction to be completed and obtain an occupation certificate. Failure to obtain a plan approval and/or occupation certificate within the stipulated periods, fines will be imposed according to Annexure A.**

12.30. Building activity shall be deemed to have been completed after inspection of the property by the relevant Municipal Authority, in order to confirm that the dwelling is fully completed and upon the issuing of a certificate of occupation by the local authority.

12.31. The owner and the contractor acknowledge that no occupation may take place without a completion certificate issued by the HOA and an occupation certificate from the local authority. A completion certificate by the HOA shall only be issued upon the HOA signing off that the building is fully compliant with the Rules.

### **13. LANDSCAPING**

Landscaping must be undertaken within the integrated landscaping theme of the Estate. All landscaping, including the pavement must be completed within three months of physical occupation. The extent of paving, particularly to driveways, is to be limited to concrete paving or brick paving. The use of hedgerows is recommended and the planting of indigenous trees and shrubs is encouraged. Hedgerows should be encouraged in places where fencing is used.

### **14. SIGNAGE**

No advertisement signage will be permitted unless in terms of *Memorandum of Incorporation* and the rules relating to Agents.

### **15. BOUNDARY WALLS**

Adequate Storm Water Draining must be provided for all boundary walls including estate boundary walls. Any damage arising will be for owner's account.

**Kindly take note that all Estate Rules regarding Building Contractors and Building Activity and Penalties are applicable:**

#### **ANNEXURE A**

##### **1. Assaulting the Security Officers (Verbally or Physically)**

Assault can also result in criminal charges being laid against the perpetrator.

	<b>Offence</b>			
	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>
Perpetrator	R250	R500	R1,000	R2,000
Responsible Homeowner / Tenant	R250	R500	R1,000	R2,000

##### **2. Fines and Penalties**

The following fines and penalties will be applicable

<b>Transgressions / Offences</b>	<b>Penalty / Fine</b>
Contractors display and notice board non-compliance	<b>R750</b>

Illegal electricity and/or water connection	<b>R10,000</b>
No toilets / Non-functional toilets / No screen around toilet or change area	<b>R2,500</b>
No skip on building site / Cleanliness on building site lacking	<b>R2,500</b> monthly until resolved
Water – cement – mud spilling on the road or pathway / pollution	<b>R2,500</b>
Damage to plant, property and electrical apparatus	Cost of repair plus <b>R5,000</b>
Dumping on sidewalk, adjacent stands and/or the road	<b>R5,000</b>
The condition of a building site may cause damage or injury to a person or property of a person	<b>R5,000</b>
Failure to control labour force, causing pollution, unnecessary noise and/ or other nuisance	<b>R1,500</b>
Speeding, ignoring stop signs, reckless driving, unlicensed vehicle and/or any other traffic offence	<b>R2,000</b> per offence
Violation of the HOA Participation Rules	<b>R1,000</b> or such a fine as the disciplinary committee decides to levy, not exceeding <b>R5,000</b>
Non-compliance with property access and egress	<b>R1,000</b>
Contractors egress in respect of time restrictions	<b>R500 per hour</b>

**3. PENALTIES FOR EXCEEDING PLANS APPROVAL AND BUILDING TIME LIMITS – R2,500 levy payable monthly until remedy of breach of such time limit.**