

ANNEXURE “A”

BRIGHTWARD HOME OWNERS ASSOCIATION (PTY) LIMITED (NPC)

ESTATE RULES (conduct rules)

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INTRODUCTION

1. The primary objective of the development of Brightward Home Owners Association (Pty) Ltd. (hereinafter referred to as “**the HOA**” or “**HOA**” or “**Estate**”) and the Rules and Regulations applicable to the HOA, is to preserve and enhance the security and aesthetics, of the estate for the enjoyment of all residents and it is the intention of these rules to protect these objectives.
2. The rules have been established in accordance with the Memorandum of Incorporation of the HOA. They are binding upon all occupants (members/tenants) of the Estate and it is the intention that any decision taken by the directors in interpreting these rules is read to specifically include all residents as per this clause.

3. The registered members of the properties at the Estate are responsible for ensuring that members of their families, tenants, visitors, friends, contractors, employees and any other person abide by these rules.
4. Harmonious community living is achieved when residents use and enjoy their private property as well as public or common areas within the Estate. General consideration of all residents by, and for each other, and an attitude of acting as a single community unit will greatly assist in assuring harmonious relationships between the residents in the Estate.
5. In the event of annoyances or complaints, the parties involved should attempt, as far as possible, to settle the matter between them, exercising tolerance and consideration not only for each other but also for other occupants (members/tenants) within the Estate. When a problem cannot be resolved, the matter should be brought to the attention of the directors for further recommendation in terms hereof. The directors, who meet on a regular basis, will only entertain written submissions by both parties involved. The directors reserve the right to appoint independent arbitrators or mediators to attend to the dispute (at a joint cost to the affected members) in the event that they cannot make a decision or resolve the matter themselves.
6. The directors would like to bring to the attention of all occupants (members/tenants) that there will in the very near future be an independent body in the form of the Community Schemes Ombud who can also assist aggrieved residents with disputes.
7. The decision of the directors is final and binding in respect of the interpretation and application of these rules, and all occupants (members/tenants) agree that this is necessary to facilitate the effectual enforcement thereof.
8. These rules are subject to change from time to time upon the adopting of a resolution as provided for in the Memorandum of Incorporation. Amended rules will be sent to all members and residents and will always also be available from the HOA directors.

CONDUCT RULES

1. ORDER OF RULES

- 1.1 The version indicated in the footer of these rules shall apply to the Estate and shall super cede any previous editions or versions of the rules.

2. DIRECTORS

- 2.1. The Directors shall manage the affairs of the HOA.
- 2.2. The Directors shall serve in office for 12 months at a time and shall be subject to a re-election at the Annual General Meeting of the HOA in terms of the Companies Act of 2008.
- 2.3. The Directors shall determine the Rules governing meetings of the Directors.
- 2.4. The Director's reserve the right in terms of the Companies Act (as amended) to, in their sole and absolute discretion, alter these rules from time to time, which amendments shall be required to be ratified at the Annual General Meeting of the HOA following the year of such alteration.

3. COMMENCEMENT AND COMPLETION OF BUILDING

- 3.1. The building must be completed within 16 (sixteen) months from date of transfer. Building work must commence within a period of 3 months from date of transfer of the property into the name of the purchaser. The 16 months period for completion is calculated from the date of the transfer and not calculated from the commencement date of construction as per the Memorandum of Incorporation.

- 3.2. The HOA (and the developer in terms of the Memorandum of Incorporation) may at waive the construction completion provisions herein and in terms of the Memorandum of Incorporation and impose a penalty in the amount of R200.00 (two Hundred Rand) per day until completion. All members acknowledge that the penalty amount is both fair and reasonable and undertake to make payment thereof, without deduction or set-off to the HOA or the developer (as the case may be) within 7 (seven) days of demand for payment be made.
- 3.3. Should there be a dispute as to whether the dwelling is complete or not then the engineer appointed by the HOA or the developer (as the case may be) shall determine whether the dwelling is complete and the engineers decision shall be final and binding on both parties.

4. USE OF STREETS

- 4.1. The streets of the Estate are for the use of all residents, whether it be on foot, roller-skate, bicycle, motor cycle, trucks, delivery vans, busses or cars or any vehicle or contraption that compels movement.
- 4.2. All roads on the Estate are private roads and as such no member, tenant, resident, visitor, guest, contractor or employee shall park his/her vehicle in any area of common property, the road, pavements or any area of neighbouring properties save such areas as designated for alternative parking.
- 4.3. The speed limit is restricted throughout the Estate irrespective of what type of vehicle is used to the speed limited of 40km/hour.
- 4.4. Save for the above, the Gauteng Road Traffic ordinance regarding road and street usage will apply and residents are urged to make themselves familiar with these ordinances.
- 4.5. Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety, the directors and any resident of the Estate will not be held liable for any damage or death in the event that children roam the streets unaccompanied. Parents are urged to accompany minors at all times when walking or utilising the Estate roads.
- 4.6. Engine or self-propelled powered vehicles, e.g. cars and motor cycles, are permitted to drive on the streets of the Estate only. Parks and pavements are strictly off limits and solely for the use of pedestrians. Only licensed drivers may operate and drive engine powered vehicles in the streets or anywhere else on the Estate. Any person caught driving in the Estate in these circumstances will be fined and be reported to the local authorities should this be required.
- 4.7. Pedestrians will frequently cross streets on the Estate and at all times irrespective of designation shall have the right of way.
- 4.8. The use of motor cycles or other vehicles with noisy exhaust systems save for entering or exiting from the Estate is prohibited as it causes disturbance to other residents of the Estate. The directors reserve the right to demand and have removed any motor cycle or other vehicle not complying with this rule from the Estate at the cost of the resident.
- 4.9. Motor cycles and/or skateboards and/or roller skates are not allowed on pavements.
- 4.10. Save for entering and exiting the Estate, no four wheelers, 4x4 quad motor cycles, off road motor cycles or home made vehicles or any other non-licensed motorized vehicles are permitted to be driven within the Estate at any time or under any circumstances.
- 4.11. For the entire development period and in circumstances where residents alter or build, construction vehicles will have the use of the private road and will enter and exit the Estate

only in the designated entrances and exits allocated to this use. No construction vehicles will be permitted on the Estate on Saturdays, Sundays or public holidays.

4.12. Parking shall only be allowed in designated parking areas.

4.13. Un-roadworthy vehicles are not permitted in the Estate.

5. GOOD NEIGHBOURLINESS

5.1. Any activity or hobby which could reasonably cause aggravation or nuisance to fellow residents may not be conducted from any property. This includes but is not limited to auctions, jumble sales, woodwork, metalwork or any other activity which could be noisy or disruptive.

5.2. The volume of music or electronic instruments, car radios and any other sound emitting device including those utilized at parties and car hooters and the activities of domestic help should be kept at a level so as not to create a nuisance to neighbours or the Estate as a whole. Music will only be permitted on the following days from the following times:

5.2.1. Sundays to Thursdays 19:00 pm to 21:00 pm

5.2.2. Fridays to Saturdays 19:00 pm to 24:00 am

5.3. The director's reserve the right to contact the South African Police Services to attend to disruptions caused by a person who fails to comply with rule 4.2 above, even after being requested to reduce music or load noise by any director.

5.4. The mechanical maintenance, use of power saws, leaf blowers, lawn mowers, and the like (electric mowers are preferred) as well as any other noisy garden maintenance equipment, should only undertaken between the following hours:

5.4.1. May to August 07:30am to 18:00pm

5.4.2. September to April 07:00am to 19:00pm

5.4.3. Sundays and Public Holidays 08:00am to 13:00pm

And 16:00pm to 18:00pm

(No Mowing between 13:00pm and 16:00pm)

5.5. Washing lines must be the wall mounted fold down type, and not the pole mounted rotary type. All such washing lines, air-conditioning units and any other wall mounted device/s must be suitably screened from neighbouring properties and from the street view. The directors reserve the right to relocate any wall mounted device in the event that the member fails to comply within a reasonable time after receiving written notice by the directors to remedy the breach of this rule.

5.6. Any refuse, refuse bins, refuse bags and garden refuse may only be placed on the pavement on the official council collection days and not at any other time. Such bins may also not be left outside overnight under any circumstance. Garden refuse must be removed on the same day.

5.7. Advertisements or publicity material may not be exhibited or distributed unless the consent of the HOA has been obtained in writing.

5.8. Residents must ensure that domestic workers and other employees do not loiter on the Estate and specifically not at any prominent places such as at the gates, road circles, streets or any area of common property.

6. STREETSCAPE APPEARANCE

6.1. The collective pride of the Estate is dependent upon the contribution of every member to create a neat and pleasing streetscape at all times.

- 6.2. The HOA is responsible for maintaining the area between the kerb and the boundary of the property in a clean and pleasing condition but calls on all members or tenants to improve at his own costs the aesthetic appearance of this area when and if deemed necessary. This includes the weeding of paving and garden maintenance.
- 6.3. Garden fences and/or walls and outbuildings forming part of the streetscape should be regularly maintained and painted where necessary. The HOA reserves the right to effect such repairs and maintenance, as deemed necessary, at the cost of the member, and only if the said repairs and maintenance has not been undertaken within a period of 3 months from the date of the written notice served by the HOA on the occupant (member/tenant) to remedy the breach of this rule.
- 6.4. There must be and exist a garden on all properties, and gardens in street view are to be properly maintained. Entire areas within street view cannot be paved, tarred or otherwise totally covered.
- 6.5. Building material may under no circumstances be dumped on the sidewalks or streets. No trees, plants or sidewalk lawn may be removed without the written permission of the HOA. Building works carried out by a resident requiring the delivery of bricks or building material requires written consent from the HOA to allow such material be placed on pavements or in the street. Members are required to advise the HOA as to the expected time frame such material will be required for. Contractors will be denied entry until proper approval has been obtained from the HOA. The member will be liable for all damages in this regard.
- 6.6. Caravans, trailers, boats, equipment, tools, engine and vehicle parts, air conditioning units, generators and washing lines as well as accommodation for pets should be located out of view and neatly and properly screened from neighbours and the street.
- 6.7. Electricity boxes, generators and sprinkler boxes or any other structure which houses electrical components must be properly covered and suitably secured so as not to allow any tampering therewith. In addition any such structure must be screened from the view of neighbours and the street and properly maintained.
- 6.8. No trees, plants or sidewalk lawn forming part of the common property may be damaged, removed or planted without the permission of the HOA.
- 6.9. Planting should not interfere with pedestrian traffic or obscure the view of motorists and residents are required to keep such foliage properly trimmed and in a neat condition.
- 6.10. No Wendy houses, tool sheds or temporary structures may be erected. If the member refuses to remove such structures, the HOA may remove such structures at the cost of the member.
- 6.11. All gardens within the walls of members within the Estate must be kept neat and tidy at all times failing which the HOA shall have the right to clean gardens at the cost of the member.
- 6.12. All property street numbers must be clearly marked and visible by day and night.

7. ARCHITECTURAL STANDARDS

- 7.1. All building plans shall be in accordance with the Architectural Guidelines applicable to the Estate and must be approved by the appointed controlling architect. This requirement is also applicable to any additions or alteration to existing structures and dwellings (including out buildings) as well as deviation plans. Plans will not be accepted or approved by the City Council unless approved by the HOA.
- 7.2. Plans (including new and amended and deviation plans) must be forwarded to the Architectural Committee for approval and then to the Directors of the HOA for final approval. Members shall make payment of any administrative charges laid down and as determined by

the Directors for the approval of any plans. This charge is non-refundable and is applicable to each and every application irrespective of the plan involved and shall also be applicable to any deviation plan or amendment plan.

- 7.3. All garden walls and fencing must be approved by the HOA with regard to both material and dimensions. Particular attention will be paid to high walls screening property frontage as well as aesthetics.
- 7.4. Solid walls (brick or other constructed walls) may not be built on the street frontage of a property. Refer to clause 20 of the Architectural Guidelines attached hereto marked Annexure "C"
- 7.5. All renovations or alterations of any existing dwelling may not be undertaken without the prior written approval of the HOA.
- 7.6. The installation of solar panel may not be undertaken without the prior written consent of the HOA.
- 7.7. The Architectural Guidelines shall form part of these rules as if specifically incorporated herein and shall apply to any new dwelling as well as any alteration and addition to existing dwellings.
- 7.7. The purchaser shall be compelled to use the services of the Seller's / Home Member's Association's appointed Architect, for the design and drawing up of building plans. No exceptions will be accepted.
- 7.8. The purchaser shall be compelled to use the services of the Seller's / Home Member's Association's appointed Structural Engineer, for the structural design. No exceptions will be accepted
- 7.9. The HOA or its appointed agents, employees or contractors shall have the right upon instruction by the HOA to enter onto a member's property during building operations or renovations or deviations to inspect the standard of workmanship as well as compliance with the architectural guidelines and quality of finishes. Should any defective or sub-standard work found upon such inspection the member shall be requested to rectify such defective or sub-standard workmanship or to instruct his/her contractor to do so within a reasonable period but which period shall not exceed 30 days. Should the member fail to do so the HOA reserves the right to rectify such defects and to debit the members levy account with any costs incurred by the HOA in exercising this right.
- 7.10. The purchaser authorizes the representatives/agents of the HOA unhindered access to the stand for the following purposes:
 - 7.10.1. Verification of correct placement of foundations
 - 7.10.2. Verification of boundary pegs.
 - 7.10.3. Compliance by the purchaser's sub-contractors of National Building Regulations and local authority regulations.
 - 7.10.4. Ensure the stand is kept neat and tidy during building operations and thereafter completion. Should there be any form of builders rubble, refuse or vegetation that is not removed the HOA reserves the right to remove such material and charge the member/member/tenant accordingly.
 - 7.10.5. The entire site will be required to be screened off at a height above ground on no less than 2 meters with 80% density Dark Green shade netting. No building work to commence prior to such erection.

7.10.6. A temporary toilet to be placed on the site prior to construction commencing.

7.11. The HOA or its appointed agent shall together with the member do a final inspection of the property to verify compliance that all aspects of the HOA completion certificate have been attended to. Should any items still need attention the member shall be notified and shall rectify the items within a period not exceeding 30 days. Until such items are attended to the satisfaction of the HOA and the occupation completion certificate is signed off by the HOA and member, the member shall not be entitled to take occupation.

8. NHBRC

8.1. The purchaser is aware that it is his/her responsibility to enrol the house prior to construction with the NHBRC.

9. ENVIRONMENTAL MANAGEMENT

- 9.1. No rubble or refuse should be dumped or discarded in any area whatsoever including public areas, streets, sidewalks or parks or any area of common property.
- 9.2. Residents and their guests and employees are required to leave any open spaces they visit in the same condition in which it was found. Residents should also develop a habit of picking up and disposing of any litter encountered in open spaces and common property encouraging neatness and consideration for all other residents.
- 9.3. Residents shall maintain trees, plants and shrubs that have been planted on their pavements by the HOA.
- 9.4. Flora shall not be picked, cut, damaged or removed from any public area.
- 9.5. Residents should ensure that declared noxious flora are not planted or allowed to grow in their gardens.
- 9.6. Residents shall maintain a high standard of garden and pavement maintenance.
- 9.7. Residents should ensure that declared noxious or dangerous flora are not planted or allowed to grow in their gardens and that pets are not allowed to escape their property or wander freely within the Estate.
- 9.8. Swimming pool water must be discharged into storm water drainage systems and not on any area of common property or on any neighbouring stand.
- 9.9. Vacant stands must be kept clean on a regular basis to the satisfaction of the HOA, failing which, the HOA reserves the right to clean the stand at the members expense, if the member failed to do so after written notice to this effect. By clean and tidy the HOA means that the grass and plants on the stand must be regularly trimmed and cut so as not be unsightly or pose a danger.
- 9.10. The residents' use of any open space or common property areas is entirely at their own risk at all times. The HOA will not be held liable or entertain any claim/s for damages of whatsoever nature or from whatsoever cause arising.
- 9.11. Floodlights must be adequately screened so as not to cause discomfort to neighbours.

10. SECURITY

- 10.1. Access to the Estate will be via the main entrance only, and visitors will be required to sign the Visitors Book as presented by the Security Guard on duty. The guard will then contact the relevant member and obtain the necessary permission from them for the visitor to enter the Estate.
- 10.2. New occupants (members/tenants) must complete a Members Registration Form and submit the same to the HOA's nominated managing agent as detailed in Communications below. Their details will then be registered on the Estates database in order that the necessary access cards/remotes, which are to be utilised at the entry and exit booms, are issued to them. Access cards/remotes may only be issued to immediate family and friends that live with the members within the estate.
- 10.3. Security issued access cards/remotes will undergo an annual verification process by the HOA directors to ensure that all access cards/remotes are accounted for.
- 10.4. The Security Guards are NOT allowed to open either entry or exit booms for residents.
- 10.5. Should an access card/remote be lost, the occupant (member/tenant) must immediately notify the HOA directors via email as detailed in Communications below (see paragraph 15) in order that said access card/remote be cancelled to avoid a security breach to the Estate.
- 10.6. New occupants (members/tenants) must register their details with the HOA's nominated managing agent to ensure that their contact telephone numbers are registered on the Security phone system, in order that Security personnel are able to make telephonic contact with them to obtain permission to allow their visitors entrance into the Estate to proceed to their residence. Failure to do so shall result in visitors being denied access to the Estate.
- 10.7. A copy of these rules shall be required to be signed by any new occupant (member/tenant) prior to any access card/remotes being issued to them.
- 10.8. Access cards/remotes may not be utilised by anyone other than the occupant (member/tenant), nor may they be loaned to other persons. Any person who employs the service of a home sitter or pet sitter during periods of absence are to advise Security of the name, telephone number and vehicle details of such sitter to enable Security to permit access to such person. In addition Security is to be advised of the departure date and return date of the resident so as not to allow such sitter onto the Estate after the resident has returned.
- 10.9. Any resident in arrear with their levy account will be deactivated from the access card/remote entry/exit system of the Estate and shall be treated as a visitor and will have to sign in and out of the Estate until such time as the levies are brought up to date. No exceptions shall be permitted.
- 10.10. Such residents will also be required to collect their guests from the Guard House personally as the Security will not permit access to guests of residents with arrear levy accounts.
- 10.11. Security of the Estate and resident is of paramount importance and as such all residents are urged to maintain an awareness of his/her surroundings at all times.
- 10.12. The Security Guards will be doing a difficult job. They may not under any circumstances be abused by residents, visitors or any person whatsoever. Any person caught abusing the Security Guards shall be penalised and fined in terms of the Memorandum of Incorporation. Residents will be held liable for the actions of their staff and visitors.

- 10.13. Members, residents, guests, contractors and other person on or in the Estate will be held liable for any damages or destruction of Security equipment or goods including but not limited to fences, gates, remotes, visitors cards or any other Security equipment or goods and members shall be required to, at their cost, replace such damaged equipment.
- 10.14. The directors and the HOA shall not be held liable for any loss, damage, destruction, theft or death of any person or property within the Estate.
- 10.15. Security protocol at the gate must be adhered to at all times. Under no circumstances may residents or any person other than the Security Guards or members of the directors committee be allowed into the Guard House.
- 10.16. All members must request visitors to adhere to Security protocol and residents are requested to always treat the Security Guards in a co-operative and courteous manner.
- 10.17. The identity system implemented for all permanent workers, temporary workers, staff and contractor representatives is conscientiously enforced and must be adhered to by all members with regard to person/s in his/her employ.
- 10.18. All members must ensure that contractors in their employ must adhere to any Security issues of the Estate as stipulated in the Architectural Guidelines and the Builders Code of Conduct.
- 10.19. All attempts at burglary or instances of fence jumping and/or tampering must be reported to a member of the Security Guards, as well as to a director immediately.
- 10.20. Security is an attitude, be aware that all members/residents need to enforce and apply Security at all times to make it work. Do not hesitate to question suspicious persons and/or persons not wearing ID cards.
- 10.21. The Estate will be manned by Security Guards 24 hours a day, 7 days a week, and patrolled on a random basis. Should any resident find this not be taking place they are encouraged to bring this to the attention of the directors as soon as possible.
- 10.22. No residents may issue instructions to Security Guards. In the event that a resident wishes to bring a matter to the attention of the Security Guards they are invited to communicate such matter to the HOA.
- 10.23. Residents on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence.
- 10.24. Residents on the perimeter fence must advise any visitors of the dangers pertaining thereto. The HOA will not accept any liability for any damage or death as a result of the electric fence however or whatsoever caused.
- 10.25. It is advisable that all residents install a home security system as soon as possible after taking occupation of their homes and to link the system to an armed response company.
- 10.26. Security system installed in dwellings must be technologically up to date so as not to become a nuisance or disturbance to other residents.
- 10.27. No property may be secured with razor, barbed wire or similar fencing or electrical fencing during or after construction period or at any other stage.
- 10.28. Burglar bars and security gates are not permitted to be installed without the written approval of the HOA.

11. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 11.1. The responsibilities of enforcing the House Rules rests with the residents of the Estate and residents are required to, at all times, enforce the rules within their respective households.
- 11.2. Should any member let his property, he shall notify the HOA in writing in advance of occupation, the name of the lessee, and the period of such lease. The member shall inform the lessee of these Rules and bind the lessee to adhere hereto. Members will be held liable for the transgressions of their tenants.
- 11.3. The occupants (members/tenants) 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 Rules at all times.
- 11.4. All members must ensure that contractors in their employ are aware of, have agreed to and signed a copy of the Memorandum of Incorporation, Estate rules, Architectural Guidelines and Builders Code of Conduct, prior to the commencement of any work, and that they adhere to the stipulations of the contract at all times.
- 11.5. Save for entering and exiting the Estate domestic workers, contractors and employees may not dawdle or roam the streets within the Estate. Contractors may also only, save and except for entering and exiting the Estate be present on the stand on which they are working.
- 11.6. Domestic employees are not allowed to sign visitors into the Estate.
- 11.7. Members are required to ensure that visitors of servants and domestic employees vacate the Estate by no later than 10:00pm.

12. LETTING AND RESELLING PROPERTY

- 12.1. The concept of the Estate imposes certain restrictions on the manner in which Estate agents may operate therein. In order to ensure that the rules applicable to which regulated property membership and occupation of the premises on the Estate are made known to new residents, the following rules relating to the re-sale or letting of property shall apply:
 - 12.1.1. The member must ensure that the buyer and/or tenant is informed of and receive a copy of these rules and bind the buyer and/or tenant to these rules by getting them to initial each page and sign in full on the last page, so that these rules are attached as an annexure to any deed of sale or lease agreement.
 - 12.1.2. A clearance certificate must be obtained from the HOA at a cost prior to any transfer of the property. The managing agent shall not issue a clearance until the purchaser or tenant has signed a copy of these rules acknowledging receipt of same and returned same to the managing agent.
 - 12.1.3. No property may be let or utilised for the purpose of a commune. In addition only immediate family from a single family will be permitted to occupy any dwelling on to Estate.
 - 12.1.4. Estate Agents may only operate on a by appointment basis, and must personally accompany a prospective purchaser or lessee.
 - 12.1.5. Estate Agents are not permitted to erect any **“for sale”** or **“show house”** or **“to let”** signage boards without the written permission of the HOA’s nominated managing agent.
 - 12.1.6. Show houses will only be allowed to be shown by Accredited Estate Agents. In

this regard occupants (members/tenants) are referred to the accreditation agreement.

12.2. When a property is sold the following further rules shall apply:

12.2.1. The purchaser acknowledges that he is obliged upon registration of the property into his name to become a member of Brightward Estate HOA and agrees to do so subject to the Memorandum of Incorporation and all rules in place.

12.2.2. The seller shall be entitled to procure that, in addition to all other conditions of title and/or subdivision referred to, the following conditions of title be inserted in the deed of which the purchaser takes title to the property:

12.2.2.1. Every member of the Erf, or any subdivision thereof, or any interest therein, or any unit thereon, shall become and shall remain a member of the HOA and be subject to its constitution, until he ceases to be an member as aforesaid.

12.2.2.2. Neither the Erf, nor any subdivision thereof, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a member of the HOA.

12.2.2.3. The member of the Erf, nor any subdivision thereof, or any interest therein, shall not be entitled to transfer the Erf or any subdivision thereof, or any interest therein, or any unit thereof, without a clearance certificate from the HOA which certifies that the provisions of the Articles of Association of the HOA have been complied with.

12.2.2.4. In the event of the registrar of deeds requiring the amendment of such conditions, in any manner in order to affect registration of an Erf, the Purchaser hereby agrees to such amendment and shall be liable for the cost thereof.

12.2.2.5. The purchaser must register prior to the start of construction for notification of commencement of work of the house with the department of labour in terms of the Occupational Health and Safety Act (1993) as amended together with its regulations (for more information contact 011-744 9000)

12.3. In respect of leases the following rules shall, in addition to those above be applicable:

12.3.1. The lessee shall acknowledge that, upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all rules and regulations as contained in this document.

12.3.2. Where tenants continuously breach the rules of the Estate, the members can be requested to terminate the lease agreement and or be held liable for the maximum fine allowed under the HOA rules. This clause must be written into the lease agreement.

12.3.3. The HOA reserves the right to request a copy of any lease agreement where a tenant occupies a property on the Estate and demand that amendments be made to such lease taking into consideration the provisions of these rules.

13.ACCREDITATION OF ESTATE AGENTS

- 13.1. No Estate agent may conduct itself within the Estate unless such agent has signed the Estate Agents Accreditation Agreement.
- 13.2. Estate agents shall be accredited by signing an agreement with the Estate to the effect that such agent shall abide by the stipulated procedures applicable to the sale and lease of the property in the Estate and after having been informed of the concepts, rules and conditions under which the purchaser and/or lessee purchases and/or leases property in the Estate.
- 13.3. Accreditation of agents may be reviewed by the HOA from time to time and an up to date listing of approved Estate agents shall be made available to all members or can be obtained from any of the Directors.
- 13.4. No Clearance Certificate shall be issued by the HOA until such time at the Estate Agent signs the Accreditation Agreement.

14.PETS

- 14.1. The local authority by-laws relating to pets will be strictly enforced. These can be made available on request.
- 14.2. Residents may not keep more than two dogs and one cat on their property without the written permission of the HOA.
- 14.3. Poultry, pigeons, aviaries, wild animals or livestock may not be kept on the Estate without exception.
- 14.4. Pets are not permitted to roam the streets and dogs must be kept on a leash in all public and common areas at all times.
- 14.5. Should animal excrement be deposited in a public area the pet member shall be responsible for the immediate removal thereof.
- 14.6. Every pet must wear a collar with a tag indicating the name, telephone number and address of its member. Stray pets without identification tags will be apprehended and handed to the municipal pound or SPCA or any other authority.
- 14.7. The HOA reserves the right to request the member to remove his pet should it become a nuisance on the Estate.
- 14.8. No dangerous, rabid or diseased pets or animals may be kept by any resident at any time.

15.ADMINISTRATION

- 15.1. All levies are due and payable in advance on the first day of each and every month into the nominated bank account of the Estate.
- 15.2. Interest will be raised on all arrear accounts, at the maximum rate of prime plus 5% per annum calculated daily.
- 15.3. Further penalties or legal action, to be determined from time to time, will be imposed on members with accounts arrears for 45 days or longer. The HOA shall be entitled to recover all legal costs incurred on the attorney and own client scale including disbursements and collection commission. Such legal fees shall be debited to the members levy account and be payable on presentation of the account.

- 15.4. The Managing Agent is, as contractually bound in terms of annexure C to the managing agents contract, authorised by the HOA to issue letters of non-compliance of the rules to any member who is in contravention of any rule as contained herein. The costs of such letters shall be debited to such members levy account and shall be payable with the levy.
- 15.5. The directors may amend or add to the house rules from time to time as may be deemed necessary to ensure the harmonious co-existence of residents. Such amendments or additions are to be ratified at the Annual General Meeting of the HOA following such an amendment or addition.
- 15.6. The directors have the right to fine transgressors where any of the rules as stipulated by the HOA from time to time have been broken or infringed upon in accordance with the Memorandum of Incorporation.
- 15.7. The directors have the right to restrict access to home members by suspending the use and convenience of the estate access cards/remote upon entry/exit to the Estate to such home members and guests of home members and contactors employed by home members should the home member be in arrear with levies. The directors shall have the right to restrict such access until such time as the levies have been paid in full.
- 15.8. Any person in arrear with their levy account shall not be entitled to vote at any meeting of the Estate until such time as the levies have been paid in full.
- 15.9. A director in arrear with their levy account shall resign their position immediately.

16. USE OF COMMON AREAS AND RECREATIONAL AREAS

- 16.1. The recreational areas and common areas are provided for the enjoyment of all residents and as such should be kept clean and tidy at all times.
- 16.2. Should residents utilize these areas they are compelled to clean up after themselves.
- 16.3. No plants, shrubs or trees are permitted to be damaged, removed, cut or picked.
- 16.4. The trapping, shooting or otherwise maiming of birds and other natural wildlife is strictly prohibited.
- 16.5. No fires, braais or skottels are permitted to be used in areas other than those areas specially provided for same.

17. COMMUNICATIONS

- 17.1. Members are encouraged to communicate with the Directors, and the following communication channels are always open to all members:
 - 17.1.1. <http://www.bodycorphelp.com>
 - 17.1.2. cecil@bodycorphelp.com; alice@bodycorphelp.com
- 17.2. Newsletters will be emailed and also hand-delivered to residents when special communication is necessary.
- 17.3. The onus lies with each member to make sure that their contact details are kept up to date on the Estate database by emailing the Estates nominated managing agents with the relevant information changes. Members must note that ignorance of the law or of any of the Estate rules is no excuse.