

DE LAND PRIVATE ESTATE

ESTATE RULES

(26 SEPTEMBER 2014)

OF DE LAND HOMEOWNERS ASSOCIATION

INDEX

Page

1.	Introduction	2
2.	Definitions, Interpretations and Delegations	2-3
3.	Refuse	3-4
4.	Domestic Animals	4-5
5.	Traffic/Pedestrians	5-7
6.	Common Areas and Environmental Control	7-8
7.	Dams and Water Features	9
8.	Letting, Resale and Occupation by Member's Guests of Properties	9-10
9.	Conduct at De Land Estate	10-11
10.	Commercial Activity	11-12
11.	Fines and Penalties	12-13
12.	Miscellaneous	13
13.	Building Regulations	14
14.	Domestic Employees	14-15
15.	Miscellaneous Regulations	15-16
16.	Levies	16-17
17.	Amendment	17
18.	Directives by Governing Body	17
	Annexure "A"	18-19
	Annexure "B"	20-21

1. INTRODUCTION

- 1.1 De Land Estate has been designed to provide a gracious and secure lifestyle for its residents. To protect and enhance this lifestyle, Estate Rules have been established by the Governing Body in terms of the Constitution of the De Land Homeowners Association a voluntary association, not for gain.
- 1.2 The Estate Rules are binding on all registered owners of erven and living units which shall include any rights or interest in such owners or erven living units in the De Land Estate, persons resident, present at or visiting the estate, and shall be administered by the Governing Body/Management Committee and or its Managing Agent.
- 1.3 The registered owners of erven or units are responsible to ensure that members of their households, tenants, visitors, invitees and all their employees, which include tradespersons and suppliers, are aware of and abide by the Estate Rules. Tenants have the same responsibility with respect to their households, visitors, invitees and employees.
- 1.4 The Estate Rules may be modified, amended or repealed from time to time subject to the procedure laid down in the Constitution and in clause 17 hereunder, in consultation with the members, which effectively vest the establishment and enforcement of the Estate Rules in the hands of the Governing Body assisted by the co-operation of the general body of members of the De Land Homeowners Association.

2. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

- 2.1 In these Estate Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions in the Constitution and the Miscellaneous and Building Regulations and Development Guidelines & Architectural Criteria, shall bear the same meaning in the Estate Rules unless the context otherwise requires; any words importing the singular number only shall include the plural number and *vice versa*, and words importing any one gender only shall include the other gender as well as juristic persons. In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:
 - 2.1.1 **"Association" or "HOA"** means De Land Homeowners' Association, which will be or has been duly established by the Developer and the first members of the Governing Body and general body of members at the inauguration meeting of the HOA holder to be held at a time determined by the developer and in accordance and compliance with the conditions of establishment of the township known as Ferdinand Postma Park Extension 4 better known as De Land Estate situated on Erf/Portion 1129 of the farm Vyfhoek 428, Northwest Province, Registration Division I.Q.
 - 2.1.2 **"Common Property and facilities"** means the common property to be owned, managed and/or controlled by the HOA as described in the Conditions of Establishment published as Local Authority Notice 137 in Provincial Gazette 6391 dated 10 April 2007;
 - 2.1.3 **"Governing Body/Members"** means the members of the Governing Body/Board/Management Committee for the time being which acts as Governing Body of and on behalf of the HOA;
 - 2.1.4 **"Member"** means a member of the HOA, and refers to a registered owner of an erf, living unit or a person with an interest in an owner of an erf or living unit;

- 2.1.5 **"Building Regulations/Guidelines & Architectural Criteria"** means the building regulations, architectural guidelines and criteria attached hereto as annexure A;
- 2.1.6 **"Estate Rules"** means the guidelines, criteria, rules and regulations included in these Rules, the Building Regulations, Guidelines & Architectural Criteria, the Constitution, directives issued by the Governing Body from time to time and miscellaneous regulations.
- 2.1.7 **"Constitution"** means the constitution of the HOA, as amended from time to time;
- 2.1.8 **"Vehicle"** means any form of conveyance, whether self- propelled or drawn by machine, animal or human agency;
- 2.1.9 **"The Developer"** means ALS Rentals Centurion (Pty) Ltd, Registration Number: 2006/034746/07;
- 2.1.10 **"Sub-Estate"** means any sub-estate or development within the De Land Estate with its own governing structure/body and general body of members, such as residential 3 and 4 sectional title schemes, frail-care and related facilities, commercial facilities and living rights in units for retired persons.
- 2.2 It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these Estate Rules. In the event of any breach of the Estate Rules by the Member, members of his household, employees, tenants, invitees and guests or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by the Member himself.
- 2.3 Where there is a conflict between the Estate Rules and the Constitution of the HOA, the Constitution of the HOA shall prevail and in the event of any conflict between the Estate Rules and Constitution of the HOA with that of any sub-estate the Estate Rules and Constitution of the HOA shall prevail and not the governing and establishment documents of any such sub-estate.

3. REFUSE

3.1 Household refuse

- 3.1.1 Subject to the provisions of the services agreement entered into between the Developer and the local authority, the removal of domestic, garden and other refuse shall be under the control of the HOA which may, in exercising its functions in this regard, from time to time, by notice in writing to all persons concerned:
- (i) lay down the type and size of refuse containers to be obtained and used;
 - (ii) give directions in regard to the placing of refuse for collection.
- 3.1.2 Only domestic refuse may be put on the sidewalk in generally used refuse bags, for example black or green bags or such other containers as the Governing Body may determine from time to time. No person shall keep any refuse within or outside a property except in such refuse bags or other approved containers/bins.

- 3.1.3 Refuse containers/bins have to be kept inside the premises of owners and/or any sub-estate within De Land at all times. Refuse bags or containers/bins must be placed on the sidewalk of the premises for collection only on designated Weekdays in accordance with the directive of the Governing Body or Managing Agent which will be communicated to the Members in writing from time to time.
- 3.1.4 Any refuse that does not fit in refuse bags/bins or containers must be removed from the premises by the occupant/owner personally in such a manner and to such place as the Governing Body or Managing Agent may determine from time to time, failing which to the municipal dumping site.
- 3.1.5 Containers shall not be kept in any place outside any erf except in places specifically set aside for this purpose or places as may be approved by the Governing Body or the Managing Agent from time to time;
- 3.1.6 Refuse bags/Containers/bins shall be collected by the HOA or Managing Agent and emptied at the collection point near the main entrance from where it shall be collected by the local authority and the containers/bins returned to the owner.

3.2 **Garden Refuse**

- 3.2.1 Garden refuse may be disposed of on the compost heap next to the dedicated refuse area of the Estate as directed by the Governing Body or Managing Agent from time to time.
- 3.2.2 All other refuse has to be removed from the premises by the owner/occupant of an erf/unit.

4. **DOMESTIC ANIMALS**

- 4.1 Dogs shall be limited to a maximum of 3 dogs per erf/living unit and may not be a nuisance to any other Member or occupant. The size of dogs shall be limited to a specific height/size/weight/breed as may be determined by the Governing Body, from time to time.
- 4.2 Cats are allowed as long as they are not a nuisance to wildlife or any other owner or tenant and shall be limited to 2 cats per household.
- 4.3 Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the Member's property.
- 4.4 Members of the HOA shall be entitled to keep birds in a cage and shall be restricted to one such cage per property, which may not exceed 2m by 2m and which may not exceed the height of the boundary wall. No outside aviaries are permitted.
- 4.5 Should any domestic animal prove to be a continual nuisance to other residents, the Governing Body or Managing Agent may call on the Member of the property upon which the animal is kept or the owner of the domestic animal to remove it and if the Member or the owner fails or refuses to do so, the Governing Body may impose penalties or procure its temporary or permanent removal from the Estate and recover any costs from the Member or owner concerned without prejudice to its rights to recover any penalty imposed. The HOA and Governing Body will in such event, be entitled to refuse future consent of such member/occupant to keep pets.

- 4.6 No dog shall be allowed off the Member's property unless under strict control and on a leash.
- 4.7 Should dogs cause a mess or dig holes on common or any other property, the dog's owner or person in control of the dog shall immediately remove the mess or repair the holes as the case may be.
- 4.8 No Domestic animal may be a nuisance to the wildlife or birdlife in the Estate and if found that an animal is a continued nuisance, the animal will be removed.
- 4.9 Municipal by-laws relating to pets must be complied with (i.e. licensing/numbers/rabies inoculations etc.)
- 4.10 Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met:
 - 4.10.1 The written approval of the Governing Body must be obtained.
 - 4.10.2 Each pet must at all times wear a collar with a name tag indicating the owner's name and telephone number if outside the owner's property.
 - 4.10.3 Pets are not allowed to run loose. Stray pets, with or without name tags, will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the owner's account.
- 4.11 Pets may not be left unattended in a residence and suitable arrangements of engaging a friend or house sitter must be made, or the pets must be taken to a kennel off the Estate.

5. TRAFFIC/PEDESTRIANS

- 5.1 No vehicles shall enter or leave the Estate at any point other than at the entrance gates, except with the consent of the Governing Body, Security or Managing Agent. Non-Members are required to sign the relevant entry document stating that they will abide by the Estate Rules, regulations and Constitution of the HOA.
- 5.2 All vehicles entering the Estate shall stop at the vehicle entrance.
- 5.3 No vehicle shall enter the Estate unless admitted by the guard on duty at the gate, except where the HOA has issued to the driver a device or other means of enabling the driver to open and close the vehicle entrance gate himself.
- 5.4 No Member shall permit the use of such device or other means for operating the vehicle entrance gate by any person save a member of his household, or the guests or lessees of the Member.
- 5.5 The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of the Estate as determined by the Governing Body, Managing Agent and/or Security Company appointed.
- 5.6 All Members and tenants are required to advise Security at the entrance gate to admit any person (including a member of his family) to the Estate, giving the name of the person to be admitted and the approximate time of arrival. Failing this, the Security Officer will, when approached by any person for entry to the Estate, telephone the destination point for instructions. Entry will be refused if the above process cannot be concluded satisfactorily.

- 5.7 Domestic workers and gardeners may only enter the premises if they are in possession of an ID card/permit that will be issued by the security company, the Managing Agent or the Governing Body. Security may search every domestic worker or gardener entering or leaving the Estate and will have the right to deny or revoke permission for a permit within their discretion.
- 5.8 Heavy deliveries (being vehicles having a gross weight in excess of 3 tons) are not permitted without the consent of the Governing Body, Managing Agent or Security Company, for the time being, of the HOA, and only the designated entry-gate for heavy vehicles (if any) will be used for that purposes.
- 5.8.1 Vehicles delivering bricks, paving stones and roof tiles may only carry a maximum of 5000 (five thousand) bricks/stones/tiles per load on the roads within the Estate;
- 5.8.2 Vehicles delivering ready mix concrete may only carry a maximum of 5 (five) m³ per load;
- 5.8.3 No interlink vehicles are allowed to enter the Estate;
- 5.8.4 No vehicles with three consecutive axels or more are allowed to enter the Estate; and
- 5.8.5 No vehicle with caterpillar tracks ("rusperbande") is allowed to enter the Estate.
- 5.9 In the event that there is no other alternative choice but to use a delivery vehicle with three or more axels, written permission must be obtained beforehand from the Governing Body through the Managing Agent.
- 5.9.1 The request for permission must be done at least 24 hours before the intended delivery is to take place, because supervision must be organised.
- 5.9.2 The date, time and nature of the delivery must accompany the request for permission.
- 5.9.3 A once off toll fee of R5 000.00 (Five Thousand Rand) or such other amount as may be determined by the Governing Body or Managing Agent, from time to time, per delivery or per vehicle must be paid to the HOA before the delivery is made. This fee is not refundable. The fee will be paid into a separate fund for the maintenance and repair of the road surfaces.
- 5.9.4 The delivery vehicle will be accompanied by one of the security personnel to ascertain if any damage has been caused by the specific vehicle to the road surface, pavement or any other part or infrastructure of the estate or property of any member. This damage must be repaired on demand at the additional cost of the Member and/or his contractor who ordered the delivery. The cost for repairing the damage is not deductible from the R10 000 (ten thousand rand) builder's deposit.
- 5.10 Motorized vehicles, including golf carts, shall only be driven on the Estate tar or paved roads and only by persons who hold a valid current driver's license which would permit them to drive that vehicle on a public road within South Africa and subject to all statutory and regulatory provisions applicable to the driving of a vehicle on a public road.
- 5.11 No person shall drive any vehicle on any road within the Estate at a speed in excess of 40 km per hour. A lower speed limit may be imposed by the Governing Body where appropriate.

- 5.12 Pedestrians, cyclists, animals, birds and wild life shall have the right of way at all times within the Estate and vehicles shall be brought to a stop whenever necessary.
- 5.13 Vehicles such as motorized ride-on mowers, "carryall" carts for the development and maintenance of the Estate, as well as motorized golf carts may be driven on the Estate's roads, provided:
- 5.13.1 the vehicles are in sound mechanical condition;
 - 5.13.2 the vehicles have adequate front and rear lights when driven after dark; and
 - 5.13.3 the provisions of the Estate Rules are observed.
- 5.14 No person shall store any motor vehicle, golf cart, caravan, boat, trailer or the like in any common area on the Estate or on or within the common areas of any sub-estate except in a structure built for this purpose approved in writing by the relevant Committee of the HOA. None of the above shall be left overnight on any road or pavements.
- 5.15 No vehicle may at any time block the thoroughfare of other vehicles on any road.
- 5.16 Vehicles shall be parked in designated parking bays only, on roads and hard surfaces and no parking shall be done on any grass or pavements situated outside any erf or unit boundary.
- 5.17 Quad bikes and any other unregistered or unroadworthy vehicles, including motorbikes, are strictly prohibited at the Estate' common areas and roads including in any sub-estate.
- 5.18 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the estate rules, he shall be liable to a penalty as the Governing Body may, from time to time, determine or as determined on an ad-hoc basis.

6. COMMON AREAS AND ENVIRONMENTAL CONTROL

- 6.1 The HOA shall have the right and duty to manage the environment, which shall include but not be limited to the vegetation on the erven and Common Property, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees.
- 6.2 No person shall do anything that detrimentally affects the amenities, flora or fauna of the Estate, or unreasonably interfere with the use and enjoyment of the Common Property/facilities.
- 6.3 No person shall discard any litter or any item of any nature whatsoever in the Estate, except in spaces set aside for this purpose by the HOA.
- 6.4 No camping is permitted anywhere on the estate.
- 6.5 Picnicking by residents only is allowed on the green and designated areas and the following rules apply:
- 6.5.1 No music is allowed.
 - 6.5.2 No littering is allowed.

- 6.5.3 No public ablutions are provided on the estate and thus the tenant's/owners house ablutions must be used.
- 6.5.4 The peace and quiet of other residents may not be disturbed.
- 6.6 No fire shall be lit on the estate except within the boundaries of an erf or living unit and in such a way that it poses no risk to any other property, unit, person, fauna or flora. Fires may only be lit in commonly acceptable containers, braai devices or devices designed for such purpose and no open fires outside such devices are allowed. No garden refuse or any other waste may be burnt anywhere on the estate or any fire be made without the written consent of the Governing Body. Fireworks of any kind are prohibited.
- 6.7 No person shall do any gardening or landscaping on the Common Property without the express prior written agreement of the Governing Body in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorised by the Governing Body to do so, pick or plant any flowers or plants on the Common Property.
- 6.8 Subject to any Environmental- or Planning Law or regulation made in terms of such laws, the Governing Body shall be entitled to prohibit access to any part of the open space in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Governing Body.
- 6.9 No person shall discharge a firearm, air rifle, bow or any similar weapon anywhere on the Estate except in self-defense or in defense. No person may publicly display any such weapons.
- 6.10 Hunting is prohibited on the Estate and the trapping of birds and animals and setting of snares are specifically prohibited.
- 6.11 No part of the Common Property may be paved except for the portion of one driveway and one pedestrian crossing per erf which lies between the Member's property and the road. The portion of the driveway may be paved to a maximum width of 6 (six) meters and the portion of the pedestrian crossing to a maximum width of 1 (one) meter.
- 6.12 The member or tenant is responsible to maintain the sidewalk between his erven boundary and road surface.
- 6.13 Members are required to keep the exterior of their dwellings in a good state of repair and their erven tidy. Should a dwelling fall into a state of disrepair, or should an erf or building become unsightly, the Governing Body or Managing Agent shall call upon such Member to rectify the situation within 7 or 14 days (depending on the nature of the incident and disrepair), detailing what remedies are required. If the Member fails to comply with the Governing Body or Managing Agent requirements within the stipulated times, the Member shall be in breach of the Estate Rules and the Governing Body will proceed in terms of Clause 11 of these Estate Rules, or the Body Corporate of Managing Agent shall rectify the problem at the cost of the owner thereof and the owner will be fined R500.00 per offence every seven days of non-compliance or such other amount as may be determined by the Governing Body from time to time or on an ad-hoc basis.
- 6.14 All Members, members of their households, tenants, visitors, invitees and all their employees, which includes tradespersons and suppliers, shall be obliged at all times to observe and adhere to any provision or condition contained in any Environmental Management Plan approved by any competent authority in respect of the Estate.

7. DAMS AND WATER FEATURES

- 7.1 No water sport is permitted on dams or in any water course at the Estate and no person shall enter any dam or water course within the Estate without the written permission of the Governing Body.
- 7.2 No domestic animal shall be allowed to enter any dam or water course.
- 7.3 No person shall pollute or permit the pollution of any dams, water courses or streams within the Estate by any substance which may in any manner be detrimental to plant, animal, aquatic or bird life, or which may in any way be unsightly.
- 7.4 No person shall discard any litter or any article of any nature whatsoever in the dams, water courses and streams of the Estate.
- 7.5 Fishing is permitted at the Estate but subject to the terms and conditions imposed by the Governing Body or Managing Agent from time to time. Provided that the provisions of any of the Environmental Management Plans approved in respect of the Estate shall at all times be adhered to.
 - 7.5.1 Only residents accompanied by one invitee may fish on the estate.
 - 7.5.2 Only lure fishing (bass and fly rods) is allowed.
 - 7.5.3 Grass carp may not be disturbed or targeted in any way. If accidentally caught, it must be released immediately back into the dams. Care must be taken not to cause any injuries to the fish.
 - 7.5.4 All fishing is strictly on a catch and release basis.
- 7.6 No species of fish or other water species may be introduced to any dam or green area without the consent of the Governing Body.
- 7.7 No species of fauna or flora may be introduced to any dam, water course or any green area without the consent of the Governing Body.

8. LETTING, RESALE AND OCCUPATION BY MEMBER'S GUESTS OF PROPERTIES

- 8.1 The following rules, read with 2.2 above, shall apply to the letting, resale and occupation by members' guests, visitors or tenants properties:
 - 8.1.1 Only an estate or property agent accredited by the Governing Body may be employed in the sale or letting of any property at the Estate or at any sub-estate, which accreditation may be withdrawn by the Governing Body in its discretion.
 - 8.1.2 Such agents must operate on a "by appointment" basis. Advertisement boards may only be placed on the structure erected by the HOA at the front gate or at the entrance gate of any sub-estate by accredited agents. The boards must be 600mm by 400 mm in size.
 - 8.1.2.1 Only one board per agency will be allowed. They may not erect any other "for sale" or "show house" or "sold" boards or any other signage boards whatsoever

within or outside the Estate, and they must personally accompany prospective buyers or tenants onto the property.

8.1.2.2 Such boards may only be displayed by such agent if he/she holds a valid mandate at that point in time by any owner or the developer or the developer of a sub-estate, to sell erven or living units in the Estate or any sub-estate as the case may be. Estate Agents shall be liable for the payment of such fees in respect of such boards as may be determined by the Governing Body from time to time.

- 8.2 An agent will be accredited only after signing an agreement with the HOA/Governing Body that such agent will abide by stipulated procedures applicable to the sale or letting of property on the Estate and in particular will make any buyer aware of the Estate Rules, Building Regulations, Architectural Guidelines, Constitution, Credit Policy, Miscellaneous Regulations, building deadlines, Governing Body directives and any other relevant considerations and matters applicable to ownership or occupancy. Agents will ensure that copies of all the current and updated rules are signed by the buyers. Before a property will be signed off by the HOA a copy of the signed rules must be handed to the managing agent and the Chairperson/Secretary of the HOA.
- 8.3 Any document prepared by the agent containing an offer of sale or an offer to purchase must include such clauses as the Governing Body and/or Managing Agent may require from time to time and such document must be pre-approved by the Managing Agent or Governing Body before being signed by any seller and purchaser.
- 8.4 Tenants to whom properties are let or leased are obliged to abide by all of the Estate Rules, regulations and provisions of the Constitution and directives of the Governing Body at the Estate. The agent who is letting a property is obliged to supply the tenants with copies of the Constitution and Estate Rules and any lease agreement must provide that a breach of the Estate Rules, Provision of the Constitution or directive of the Governing Body (which shall include directives of the Managing Agent) shall constitute a material breach of such lease agreement entitling the landlord to terminate the lease.
- 8.5 Where the Member himself sells or lets his property, the provisions of clause 8 will also apply.
- 8.6 Members or tenants are required to give the Governing Body, Managing Agent or the relevant security company prior written notice of guests who are to occupy the Member's property in the absence of the Member. The Member or tenant has the responsibility to give the notice to the Governing Body, Managing Agent or Security Company within one working day and must sign a declaration that the guests are acquainted with the Estate Rules and the Constitution of the HOA and agree to abide by them.

9. CONDUCT AT DE LAND ESTATE

- 9.1 No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry except in a drying yard or another area designed and designated for such purpose. Washing lines, twirly dries etc. must be below the level of the yard walls.
- 9.2 No unauthorised persons are allowed onto building sites under construction.
- 9.3 No person shall make or cause to make any unacceptable disturbance or excessive or undue noise, which constitutes a nuisance to other persons. In particular:

- 9.3.1 Burglar alarms must comply with any regulations which the Governing Body or Managing Agent may institute from time to time.
- 9.3.2 Only the security firm approved by the Governing Body, from time to time, may be used for the installation of security systems, the monitoring thereof and related security services.
- 9.3.3 All vehicles, but particularly motorcycles, must have efficient silencer systems.
- 9.3.4 The mowing and/or edging of lawns, the use of leaf blowers or the operation of any other noisy machinery which may disturb neighbors is strongly discouraged after normal working hours unless there are exceptional circumstances. These activities are, however, prohibited on the following days: Sundays, Saturdays from 14h00, New Year's Day, Easter, Christmas and Family Day (26 December).
- 9.3.5 All building work, whether undertaken by a contractor or by the home owner, must be done during the hours stipulated by the Governing Body or Managing Agent, from time to time, for building contractors, unless written approval for an exception is given by the Governing Body.
- 9.3.6 All undue noise must cease between 20h00 and 07H30.
- 9.4 Members must ensure that their children and the children of members of their households, employees, tenants, invitees and guests do not pose a safety threat to themselves or to any other person or road user at the Estate. Tenants shall have the same responsibility as regards their households, employees, invitees and guests.
- 9.5 In order to maintain the low-density residential nature of the estate, no Member or tenant shall accommodate nor allow to be accommodated more than two persons per bedroom.
- 9.6 Whenever the Governing Body receives a written complaint from a Member relating to the behaviour of any persons at the Estate, the Governing Body shall investigate appropriately and take any steps required within the scope of the Estate Rules and the Constitution. The Governing Body is not prevented by this clause from taking action on its own initiative, if evidence of behaviour, which in the opinion of the Governing Body is unacceptable, should come to its attention from a source other than a written complaint.
- 9.7 No unauthorised person shall interfere with the Estate security arrangements or the activities of the appointed security company or other staff of the HOA.
- 9.8 No person shall do anything or cause anything to be done which constitutes unacceptable behaviour or which may affect good order at the Estate.
- 9.9 Alarm or protection systems may be installed in private dwellings subject to the condition that it may not be a nuisance to fellow residents and then only by the approved security company, from time to time.
 - 9.9.1 Small flashing outside lights not causing inconvenience to any other owner or occupant are permitted.

10. COMMERCIAL ACTIVITY

- 10.1 In addition to any local authority requirements, the Governing Body may regulate commercial activity on the Estate and it is expressly required that any application for a trading license receive the prior approval of the Governing Body; such approval shall not be unreasonably withheld.
- 10.1.1 No dwelling or living unit in the Estate or any sub-estate may be used for office or any business activities without the prior written consent of the Governing Body, which consent may be subject to such rules, terms and conditions as the Governing Body may determine, from time to time, or on an ad-hoc basis in each individual sale.
- 10.1.2 The Governing Body may withdraw or amend the terms and conditions to such consent, from time to time, in its sole discretion.
- 10.2 No advertising board may be displayed anywhere on the Estate other than the standard architectural building board during building construction, except with the written permission of the Governing Body or Managing Agent.
- 10.3 No door-to-door canvassing or selling is permitted at the Estate.
- 10.4 Use of the Governing Body's, HOA's or Managing Agent's mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with the HOA's mailing list.

11. FINES AND PENALTIES

- 11.1 Any person who contravenes or fails to comply with any provision of these Estate Rules, or any conditions imposed by or directives given in terms of the Estate Rules, shall be deemed to have breached these Estate Rules and will in the entire discretion of the Governing Body and/or Managing Agent of the HOA, for the time being, be subject to any penalties and fines imposed by the Governing Body and/or managing agent having regard to the circumstances and which may include the imposition of fines which amount shall not exceed R1 000.00 (One Thousand Rand) per incident or such other remedial action as determined by the Governing Body or its dedicated sub-committee, for each separate offence.
- 11.1.1 In the event of a breach by members of the member's household, employees, invitees, guests and tenants, and the members of the tenant's household and the tenant's employees, invitees and guests, the member shall be liable for the payment of any fines imposed, or the execution of any remedial action;
- 11.1.2 In the event of a breach by a tenant, a member of the tenant's household or employees, invitees or guests of the tenant, the Governing Body may, in addition to the imposition of any fine or other penalty, bar the above mentioned from access to the Estate or any sub-estate.
- 11.2 In the event of a continuing offence, any person subject to these Estate Rules who contravenes or fails to comply with any of their provisions, or any condition or directive given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof, during which such offence continues, and shall be liable in respect of each such separate offence.
- 11.3 Any fine imposed on a Member, in terms of 11.1.1 or 11.1.2, shall be a debt due and payable to the HOA by the Member on demand. Failure to pay on demand will result in the fine being

added onto the monthly levy payable by the Member. The non payment of such fine or any levy shall constitute a breach as contemplated in 11.1.2 and the Governing Body shall also in such event be entitled to bar such member or individual from access to the Estate or any sub-estate or to implement such other corrective measures as the Governing Body may determine.

- 11.4 Should a Member fail or refuse to comply with these Estate Rules, the Governing Body may take whatever action may be necessary and appropriate in the circumstances and recover from the Member any costs (including legal fees) incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.

12. MISCELLANEOUS

- 12.1 A breach of the HOAs' Building Regulations and Architectural and Development Guidelines or any other Regulation or directive made and issued in terms of the Constitution or the Estate Rules shall, in addition to any procedures and penalties prescribed therein, be subject to the procedures and penalties set out in Clause 11 of these Estate Rules.

- 12.2 The responsibilities of members in respect of the provision of services in the Estate shall be regulated in a Services Supply Agreement to be entered into between the HOA and each member as a pre-condition to the supply of the relevant services to the Member or his property.

- 12.3 The Governing Body/HOA or Managing Agent shall be entitled to refuse to issue a clearance certificate for the purpose of compliance with this condition which will be included in all title deeds of erven/properties within the Estate or to lay claims and insist on an written undertaking by the transferring attorneys to pay to the HOA such amount, from the proceeds of such sale, on date of registration of transfer of such erf/unit, as may be due and payable by the member or tenant.

12.3.1 Notwithstanding the possibility that the right referred to in 12.3 may constitute a personal right to the HOA (whether contained in any title deed or not), it shall be deemed to be a real right or to have the same effect as a real right against the erf/living unit/property and the HOA shall therefore be entitled to enforce such right as if it is a real right and it shall therefore be enforceable against any successors in title of members (new owners) or trustees/curators and liquidators of insolvent estates and executors of deceased estates of members.

- 12.4 The Estate security is designed to function as follows:

12.4.1 The perimeter of the Estate will be fenced with a wall and security fencing. Each owner of an erf or developer/owner of sub-estates shall erect and maintain, at its cost, that portion of the boundary wall on their respective properties within and in accordance with the specifications determined by the developer.

12.4.2 The developer shall develop and the HOA shall maintain the entrance gate and the boundary walls on the common property.

12.4.3 The entrance to the Estate will be manned 24 (twenty four) hours a day, ever day.

12.4.4 Security rules and regulations, as may be issued from time to time, must be strictly adhered to.

12.4.5 Members must give their full co-operation and assistance to the Security Guard.

12.4.6 Separate but not conflicting security rules shall be implemented by every Governing Body or HOA in any of the sub-estates.

13. BUILDING REGULATIONS

- 13.1 All buildings must be planned and built according to the Architectural criteria and guidelines and according to the approved building plans.
- 13.2 It is the responsibility of Members and builders to ensure that the Architectural guidelines are adhered to and that all building-sites are kept neat. Any and all building rubble will be cleared by the owner or builder during and after construction;
- 13.3 Members and builders are responsible for the removal of any packaging of building material or any other material which may litter any common area including dam sands, water courses and will be liable to a fine setout in paragraph 11 in the event of any non-compliance;
- 13.4 Any builder or construction company that continues to violate or disregard the provisions of this clause 13 and Annexure "A" may be ordered to leave the Estate by the Managing Agent or Governing Body and may be blacklisted for any further contract works on the Estate;
- 13.5 No construction crew may live on any erven or common areas in the Estate and only one person per site will be allowed to overnight at the particular building site for security purposes. Prior permission must be obtained from the managing agent and the relevant security company and the member or builders shall comply with any conditions imposed by the Managing Agent or security company in respect of such overnight arrangement.
- 13.6 Any construction worker/builder or construction company may be ordered to leave the Estate if any person/s or company is unruly or behaves in such a manner that constitutes a nuisance to other owners and is outside the normal construction duties of any such person/s or company;
- 13.7 Only Wendy houses complying with professional standards and erected by authorised suppliers are acceptable on condition that the end product is not unsightly.
- No wendy house may be higher than the boundary wall of any living unit to ensure that it is not visible from ground level from adjacent properties.
 - No wendy house may be occupied and used as a dwelling place.
 - No wendy house may be larger than 3m by 3m.
 - The colour of the roof of any wendy house shall be as may be determined by the Governing Body, from time to time.
- 13.8 A penalty levy/fine will be imposed on any member who failed to commence with the building works on his erf within two years from first date of registration of the property as follows:
- 100% of the monthly levy in the first year;
150% of the monthly levy for the second year;
200% of the monthly levy from the third year.
- This penalty levy shall cease as soon as the building works commence but shall resume if the building works are not completed within 12 months. Such owner or his successors in title shall have two years from date of first registration of the erf to commence with the building works subject thereto that such building works must be completed within 12 (twelve) months from commencement thereof.

- 13.9 No construction crew member may stray from the building site and be on foot in any other part of the Estate other than on the building site.
- 13.10 No construction may commence unless a builders deposit of R10 000.00 (Ten Thousand Rand) or such other amount as the Body Corporate may decide, from time to time, has been paid.

14. DOMESTIC EMPLOYEES

- 14.1 For the purpose of these rules, domestic employees shall be defined as “any assistant” paid by the owner/tenant to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, gardening services, etc. and which includes services such as baby sitting or care taker of children, elderly persons or persons with disabilities.
- 14.2 All individual domestic workers must be registered and approved by the Managing Agent or Governing Body of the HOA. They must be registered with the Governing Body, Managing Agent and Security Company by the employer as and when they are employed.
- 14.3 Non-resident domestic employee access will only be validated for the specific days they are working for the resident/owner/member.
- 14.4 Each resident/member must register his or her domestic employee regardless of whether they are employed by more than one resident and have already been registered.
- 14.5 Casual workers shall be treated in the same manner as building contractor staff and shall be escorted by the owner/resident to the gate each day.
- 14.6 Owners shall be responsible to ensure that their employees/workers comply with all security requirements as well as all rules of the Estate.
- 14.7 If not accommodated on the Estate, domestic employees are allowed to be in the Estate between the hours of 06h00 and 18h30 daily. Any extensions to these hours must be applied for through the Managing Agent or Governing Body of the HOA.
- 14.8 Domestic workers are obliged to have in their possession the Identity Card or permit issued to them by the Managing Agent, Security Company or Governing Body. If any domestic worker is requested to present such card or permit to the Managing Agents representative, security or representative of the Governing Body and is unable to do so, such domestic worker may immediately be escorted out of the Estate and refused access until such time that such identity card or permit is presented.
- 14.9 Domestic workers are not permitted to walk around on the Estate and must remain on the erf/dwelling of employ unless they are walking to or from their respective places of employment or to the access gate before or after his/her work day.
- 14.10 Domestic employees are not allowed to receive visitors on the Estate.

15. MISCELLANEOUS REGULATIONS

- 15.1 A breach of the HOA Building Regulations and Architectural and Development Guidelines or any other Regulation made in terms of the HOA’s Constitution, these Estate Rules or any directives of the Governing Body, shall, in addition to any procedures and penalties prescribed therein, be subject to the procedures and penalties set out in Clause 11 of these Estate Rules.

- 15.2 All members of the HOA, members of their households, tenants, visitors and invitees shall adhere to the rules relating to booking procedures, tariffs, dress and behaviour relative to any sporting, recreational or other facility or activity provided within the Estate.
- 15.3 The responsibilities of members in respect of the provision of services in the Estate shall be regulated in a Services Supply Agreement to be entered into between the HOA and each member as a pre-condition to the supply of the relevant services to the Members.
- 15.4 All members shall at all times be subject to and obliged to observe and adhere to any and all provisions, terms, conditions, directives, rules and regulations applicable to the Estate and his erf as per any current or future authorisation, approval such as contained in, but not limited thereto, the conditions of establishment issued by the Tlokwe City Council, ROD (Record of Decision), Title Deed of the erf, Environmental Management Plan, Water Licenses, Services and other agreements with Eskom, Department of Water Affairs, Tlokwe City Council etc.
- 15.5 All members shall enter into all required and prescribed service agreements with the HOA, local authority and body corporate of any sub-estate in which such members erf or living unit may be situated, and other service providers such as communication, security etc. and shall punctually comply with all the obligations in terms of such service agreements.

16. LEVIES

- 16.1 It is recorded that in respect of the cost of all necessary security, administration, maintenance, repairs, improvements of common property and carrying out of improvements and bulk and internal engineers services and installations which may be the responsibility of the HOA, the open spaces and natural surrounds of the property. The HOA/Governing Body shall be entitled to implement and enforce a monthly or special levies against each member, Body Corporates of sub-estates and its individual members to cover such costs and to build up a provident fund for future capital expenditure in respect of such obligations. The HOA levy shall be funded out of levies imposed by the HOA (Governing Body), from time to time in accordance with the provisions of the Constitution and Estate Rules. It is further recorded that the departure fee (currently 1% of the total purchase price of any property/living unit or equity or an interest in the erf, living unit or in the owner thereof) is payable on the re-sale of any erf or unit or any interest or equity therein or in the owner thereof in the Estate and any sub-estate and such levy departure fee shall also be levied, payable and utilized by the Governing Body for this purpose and for the benefit of the Estate.
- 16.2 The Governing Body shall not less than thirty (30) days prior to the end of each financial year, or as soon thereafter as reasonably possible, prepare and serve upon every member at the address chosen by him, an estimate in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, in respect of the preceding year. The Governing Body may include in such estimate an amount to be held in reserve to meet anticipated future capital or other expenditure not of an annual nature. These estimates shall be submitted to the HOA in general meeting for ratification by simple majority of the members present at such general meeting.
- 16.3 The notice to each member shall specify the contribution payable by that member to such expenses and reserve fund; any increase in monthly levies shall become payable on the date as specified in the notice.
- 16.4 All levies are payable on or before the first day of each month and failing such payment such member shall be liable for interest and any penalty/fine at the rate prescribed in clause 11, and

such member's name shall be published in a monthly or other periodic report by the Governing Body to all members.

- 16.5 The Governing Body shall also be entitled to institute special levies for once off capital expenses or once off projects approved by the Governing Body or members in general meeting, by simple majority or such other percentage as the Constitution may determine.
- 16.6 The developer shall not be liable for and neither shall the Governing Body be entitled to claim payment of any levies in respect of any unsold erven in the Estate still registered in the developers name. All levies in respect of the erven/properties of the developer shall only attract levies from the first registration thereof in the name of members.
- 16.7 Body Corporates or developers of any sub-estate within the Estate shall however be liable for the payment of levies to the HOA as may be determined by the Governing Body, from time to time on all erven/units/properties registered in their names. Individual owners of properties, erven or living units in any sub-estate shall also be liable for payment of levies to the HOA as determined in accordance with the Estate Rules and the Constitution of the HOA, at the same rate as all other members unless approved otherwise by the Governing Body, from time to time.
- 16.8 Individual owners/members of Body Corporates en erven/units in any sub-estate shall, in the discretion of the Governing Body either pay levies directly to the HOA or to the Governing Body of which he is a member who then shall be invoiced by the HOA and such Body Corporate shall pay any and all such levies on behalf of its members to the HOA and on a monthly basis shall recover same from any such owner/member. Such Body Corporate of a sub-estate shall remain liable for such levies to the HOA irrespective whether its own member has paid or not.

17. AMENDMENT

These rules may be amended by the General Body of members of the HOA by simple majority vote, from time to time, and notice of such approved amendments shall be given to all members, who shall be bound by such amendments or additions to be considered by the Governing Body. The percentage of votes of members shall be calculated at a rate based on the extent in square meters of the occupational are of his erf/living unit.

18. DIRECTIVES BY GOVERNING BODY

The Governing Body may from time to time issue directives which shall be binding on all members and/or third parties and such directives shall have the same legal force and effect as the provisions of these Estate Rules and the provisions of the Constitution of the HOA.

DE LAND CODE OF CONDUCT

1. All the owners are responsible for the proper maintenance of the entire common areas and common property of the **DE LAND ESTATE** excluding areas and common property within any sub-estate.
2. The access and service road will function as an everlasting servitude of right of way in favour of all residents and will further be subject to a servitude of municipal services in favour of the City Council of Potchefstroom on the road. Therefore each owner will be held personally liable and carries the risk to ensure that the following rules are adhered to:
 - 2.1 A vehicle weighing in excess of 3 (THREE) tons may not use the service road. This includes all vehicles used by transport operators or any other person visiting the Estate.
 - 2.2 The road users must take the necessary care and precaution to ensure that the curb of the road and manhole corners are not damaged.
 - 2.3 Parked vehicles must not obstruct any road in any manner;
 - 2.4 No road may be used as permanent parking for vehicles;
 - 2.5 No trees may be planted against a roadway unless prior written consent is obtained from the Governing Body. (This is to ensure that the roots of such trees do not damage the road surface).
 - 2.6 No road may be used to play ball or other sports and activities on, including cricket, rugby, soccer etc.
 - 2.7 No road may be used for any activity that may cause a disturbance in any way or cause the roadway to be obstructed in any manner.
 - 2.8 The ordinary road traffic rules applicable to public roads, where applicable, will also have bearing on the roads of the **DE LAND ESTATE** and any sub-estate.
 - 2.9 All homeowners and/or occupants must ensure that no grease or oil or any other form of similar liquid substance is spilled on any road and in the event of this taking place, the owner will be held liable for the costs incurred to repair such spillage and/or damages.
3. No owner or occupant may do anything on the common property that may damage the aesthetic value of **DE LAND**. The protection of the aesthetic value of **DE LAND** falls within the discretion and domain of the Governing Body.
 - 3.1 Should any degradation or lack of care to an owner's premises cause any damage to the aesthetic value and image of **DE LAND**, the owner thereof will be instructed by the Contractor/Governing Body to upgrade the premises. Should the owner refuse to attend to such changes within a period of 1 (ONE) month, the Governing Body will be entitled to take legal steps against such an owner, who will further be liable for the legal costs related to such action on the scale as between Attorney and client, or to effect such repairs and claim payment thereof from such owner.
4. The colour of the roofs and the plasterwork throughout **DE LAND** may not be changed, unless decided otherwise by two third majority at a general meeting held by the members and the Governing Body.
5. Should any owner and/or occupant wish to keep any animals on the premises, a duty rests on such an occupant and/or owner to ensure that such animal does not cause a nuisance to the other owners/

occupants and that he complies with the Estate Rules, regulations and and any directives of the Governing Body.

6. An owner or occupant will at all times conduct themselves in such a manner that will not cause him/her to be burdensome or become the cause of any nuisance or disturbance for other occupants within the **DE LAND ESTATE**.
7. To ensure security, owners and occupants: -
 - 7.1 Must provide copies of the ID documents of their employees (housemaid, gardener, contractor or caretaker/baby sitter) to the Managing Agent/Security Company or Governing Body.
 - 7.2 Should take precaution that no unauthorized person enters through the entrance gate, whilst going in and out of the Estate.
 - 7.3 Should take caution that the entrance gate is closed before driving off.
 - 7.4 Have to ensure that no hawker, jobseeker or handyman be allowed onto the Estate without verifying with the owners or occupants requesting their assistance.
8. The owners reserve the right of admission onto the Estate by any person.

CREDIT POLICY 2017

1. The levy shall be R0.61 per m² per erven per month as set out in 1.1 of the occupational area on the erven. This amount will be reviewed annually by the Governing Body in consultation with the members.
 - 1.1 The tariff per m² of erven shall differ depending on the zoning of the property, to wit as follows:

(i)	Residential one	-	R0.61 per m ² per month
(ii)	Residential two	-	+ 50% Loading per month
(iii)	Residential three	-	+ 50% Loading per month
(iv)	Institutional and business	-	+ 50% Loading per month
2. Debtors whose account is outstanding (after the first day of each month) will be telephoned only once to confirm payment details.
3. If this account is still in arrears at 30 days, the debtor will again be telephoned only once, a letter of warning will be either mailed, e-mailed, by fax or by hand to the debtor to immediately pay the outstanding account and interest of 2% per month will be levied on the total outstanding amount until the debt is settled together with an administration fee of R250.00.
4. If the account is still in arrears at 60 days, the debtor will again be telephoned only once, after which a letter from an attorney will be issued. If the account is still not settled fully within 14 days and proof of payment has not been received by the Managing Agent, attorney or Secretary of the HOA, the debtor will be served with a summons. All costs for legal proceedings will be for the debtor's account.
5. No levy clearance certificate will be issued at the sale of an erf/property/unit until all debts have been settled which right of refusal shall be enforceable against successors in title, any liquidator, trustee or executor.
6. The only contact details that the HOA has, are those of the registered owner as per the title deed registered in the deeds office. If the contact details of the Owner changes, it is the Owner's responsibility to supply the HOA with the new details.
7. All stands that are not built within two years from date of first transfer until date of commencement of the building works shall be fined as follows: 100% of the monthly levy in the first year, 150% of the monthly levy for the second year, thereafter 200% of the monthly levy until date of commencement with the building works. This penalty levy shall cease as soon as the building works commence but shall resume if the building works are not completed within 12 months. Such owner shall have two years from date of registration to commence with the building works subject thereto that such building works must be completed within 12 (twelve) months from commencement thereof.
8. Members who are in arrear with any levy or any other moneys due to the HOA shall not be allowed to receive visitors to their properties/units travelling by vehicle. Such owners shall be obliged to meet and accompany any such visitors from the entrance gates to his erf/unit and also on departure of such visitors for as long as such member is in arrears.