



IRENE FARM VILLAGES HOME OWNERS ASSOCIATION

RULES AND REGULATIONS

August 2017

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IRENE FARM VILLAGES

1. THE HOME OWNERS ASSOCIATION (HOA)

- 1.1. The HOA is a non-profit company, not having a share capital and incorporated in accordance with the Companies Act, 2008 (Act No 71 of 2008).
- 1.2. Some of the main objectives of the HOA and its Directors are the provision and preservation of a high quality lifestyle for its members and to manage and promote the communal interests of members of the HOA.
- 1.3. The Memorandum of Incorporation (MOI) determines the manner in which the HOA is to function. Copies thereof may be obtained from the office of the Estate Manager, against payment of the prescribed fees.;
- 1.4. In terms of the MOI, and subject to any restrictions imposed by or direction given at a general meeting of the HOA, the Directors may from time to time make rules, which shall be binding on all members in regard to:
 - 1.4.1. Preserving the high quality lifestyle of its members.
 - 1.4.2. The use of the open spaces by members, the members of their households, their guests, and lessees.
 - 1.4.3. The conduct of builders or any other contractors employed by members, on the Property.
 - 1.4.4. Providing an effective security system.
 - 1.4.5. Any other activity concerning the Property.
- 1.5. The rules as described herein shall, unless the contrary appear from the contents, *mutatis mutandis* apply to all members, the members of their households, their guests, lessees, agents, employees, contractors, contract workers, *ad hoc* visitors and invitees.
- 1.6. The Aesthetic Sub-Committee (herein after also referred to as the ASC) as any of the other sub-committees shall have no decision-making powers. The ASC as the other sub-committees shall make recommendations for approval or disapproval to the Board of Directors of the HOA.
- 1.7. The Architectural Guidelines shall have the status and be part of the rules.
- 1.8. The HOA shall not be liable in contract, delict or otherwise to the members, their families, contractors, sub-contractors, suppliers, agents, employees, lessees, guests and invitees as well as all persons entering the Property for whatever reason, shall hold the HOA blameless and indemnify it, against any claim of whatsoever nature (including direct, indirect and consequential loss), for any loss or injury of whatsoever nature and howsoever arising from or caused as a result of, or in connection with the residing on, the visiting to, the working or conducting of business of whatsoever nature, on the Property, the performance of any of its functions and/or the rendering of any services, and/or the failure of the HOA or its committees, it's Directors, employees, contractors or agents, to perform any of its functions or the rendering of services or their omission, to perform such functions or render such services, including any loss or injury attributable to any negligent or grossly negligent act or omission of the HOA, its committees, its Directors, employees, contractors or agents and all such liability is expressly excluded.

2. DEFINITIONS

The words and phrases contained in the MOI as well as the following words and phrases shall have the meaning set out in the MOI and the additional meanings set out hereunder respectively, whenever used in this document:

- 2.1. "Accredited" shall mean an approved application for accreditation.
- 2.2. "Agency" shall mean the Agent or property business that applies for accreditation.
- 2.3. "Agent" shall mean an agent of or a person in the employ of an Agency and who is registered as such with the Estate Agency Affairs Board.
- 2.4. "the Architectural Guidelines" shall mean the architectural guidelines formulated by the Board of Directors and amended from time to time.

- 2.5. "Memorandum of Incorporation" shall mean the Memorandum of Incorporation (MOI), incorporated in accordance with The Companies Act, 2008 (Act No 71 of 2008).
- 2.6. "contractor" shall mean a contractor who is registered with the HOA and has access by means of access cards or a temporary permit to the Property.
- 2.7. "Directors" shall mean the Trustees and/or Directors of the HOA as elected by the members at the Annual General Meeting.
- 2.8. "labourer" shall include all employees, sub-contractors, artisans or any other persons, without exception, appointed by a member or a contractor appointed by a member, to conduct or to perform or to execute any form of labour.
- 2.9. "open space/s" shall mean current or planned parks, vacant stands, veldt grass which is situated within the perimeter of the Estate.;
- 2.10. "the Environmental Management Committee (EMC)" shall mean the sub-committee appointed by the HOA to manage, control and develop all the open spaces and parks within the Property.
- 2.11. "the Property" shall mean Irene Farm Villages Township, inclusive of all phases thereof.
- 2.12. "Security Manager" shall mean the manager of the security appointed by the HOA from time to time.
- 2.13. "stand" shall mean a stand or erf on the Property, with or without a building structure or structures thereon.
- 2.14. Unless the context otherwise requires:
 - Words importing the singular number shall include the plural number and vice versa;
 - Words importing the masculine gender shall include the feminine gender; and
 - Words importing natural persons shall include firms and corporate bodies.

3. ADMINISTRATION

- 3.1. The administration of the Property is solely the responsibility of the elected Board of Directors. They may decide to delegate certain or all of the managerial powers to the Estate Manager, Security Manager, EXCO members, and/or property administrator.
- 3.2. An appointed person or company will collect levies on behalf of the HOA. All levies are due and payable in advance on the first day of each and every month.
- 3.3. Interest at the legal moratoria rates, will be raised on all accounts in arrears;
- 3.4. Further penalties, to be determined from time to time, will be imposed on any account unpaid after 30 (thirty) days:
 - 3.4.1. Any unpaid account, due for a period exceeding 30 (thirty) days shall be handed over to the appointed collection agents, to recuperate.
 - 3.4.2. Any unpaid account, due for a period exceeding 90 (ninety) days will be handed over to the appointed attorneys to recuperate.
 - 3.4.3. Any form of costs incurred either through the attorney and/or collection agents to recover any unpaid amounts shall be paid by the member. Legal costs shall be paid on an attorney and client scale.
 - 3.4.4. Penalties effective 1 December 2013:

• 30 Days Unpaid	R 0.00
• 60 Days Unpaid	R 50.00
• 90 Days Unpaid	R 75.00
• Monthly on-going 120+ Days	R 100.00
 - 3.4.5. In addition to the penalties above, the following penalties will also become effective as from 1 March 2014:

• 150 Days Unpaid	R 150.00
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- Monthly on-going 180+ Days R 200.00
- Recurring default penalty R 150.00 – Charged to any account unpaid for 30+ days which was charged a penalty within the last 180 days / six month.

- 3.5. The HOA at a general meeting may amend or add to the rules and regulations from time to time as may be deemed necessary to ensure the happy and orderly co-existence of members and residents. Any rule or regulations so accepted and amended to the original rules and regulations will be published and circulated by way of insert with the monthly in-house magazine. Complete sets of amendments and additions will be published and made available at every Annual General Meeting. Copies may be obtained at the office of the Estate Manager, at the prescribed cost. Copies are made at the cost per page, as may be determined from time to time.
- 3.6. The HOA staff members may only make copies of official documents pertaining to the management of the Property. No private photocopies will ever be made.
- 3.7. The HOA have the right to introduce and enforce payment of penalties against transgressors of any of the rules and regulations contained in this document or its annexures or amendments.
- 3.8. All prescriptions not adhered to, whether indicated as carrying a penalty or not, will be subject to a fine of at least R500.00 (five hundred rand) which could be applied per day. Persistent transgression of rules and regulations may result in eviction from the Property. Eviction may be executed without legal action, but after call to appear before a Commission of Enquiry, where due representation will be allowed. An accredited legal practitioner will chair such a commission and the cost thereof will be borne by the HOA and will be instituted by the HOA on behalf of the members, in the protection of their rights and to ensure a tranquil and pleasant living style and environment.
- 3.9. The decision of the Commission will be final and no appeal is possible. Enforcement of the eviction order will be executed with the assistance of the Sheriff and the SAPS.
- 3.10. Where any of the rules as stipulated by the HOA have been broken and a penalty levied, such penalty will form part of the next monthly account due and will be due and payable on due dates of payment of the levy.
- 3.11. Any penalty issued in terms of these rules can be given notice off by means of an email by the HOA or the Estate Manager addressed to the transgressing member or any person on behalf of such member.

4. THE RULES

4.1. INTRODUCTION

- 4.1.1. The rules contained herein have been established in terms of the MOI of Irene Farm Villages HOA and they are binding upon all occupants and owners of stands in the Estate. Owners, occupants and residents are therefore bound by any decision taken by the Directors in interpreting and enforcing these rules.
- 4.1.2. The registered owners of the stands are responsible for ensuring that members of their families, tenants, visitors, friends and all their employees and labourers abide by these rules, including contractors who work for them.
- 4.1.3. Happy and harmonious community living is prescribed by the HOA to the extent that residents use and enjoy their private property as well as the public areas of the Property with due consideration for all other residents.
- 4.1.4. In respect of the interpretation of these rules, the decision of the Board is final and binding. In the interpretation of any rule, words will carry the normal meaning, as found in the general tongue.
- 4.1.5. These rules are subject to change from time to time.
- 4.1.6. Application for the relaxation of any one or more of the rules and regulations of the Association must be submitted to a general meeting of the Association by the member for consideration by members of the HOA. Refer to the following rules on process to be followed and the role of the ASC: Rules 4.6., 5.2.4.1 and 7.5.

4.2. PETS

- 4.2.1. The local authority bylaws relating to pets are applicable.

- 4.2.2. Residents must register their pets (dogs, cats and any other reasonable household pet) with the Estate Management on a form prescribed by the HOA.
- 4.2.3. Without the written approval of the HOA no person may keep more than two (2) dogs and two (2) cats on a stand.
- 4.2.4. Dogs may not leave members' stands except on a leash and must be controlled so as not to interfere with any birds, wildlife, other pets or pedestrians.
- 4.2.5. Owners of pets are responsible for immediately removing any excrement of their pets from streets, sidewalks and the open spaces.
- 4.2.6. Every dog and cat shall wear a collar with a tag indicating the name, stand and telephone number of the member. All pets found without identification tags shall be apprehended and handed over to the SPCA or any other animal rescue centre.
- 4.2.7. The HOA reserves the right to insist that the owner of any pet remove same from the Property, should it become a nuisance. The constant and excessive barking of dogs, as well as the roaming of cats on the Property outside the stand of the owner, are particular problems in the Property thus the HOA may after receipt of a written complaint order the resident to take remedial action or remove the pet from the Property. The Estate Management has an unfettered discretion in this regard, but will not exercise the right without first having directed a notice to the member, alternatively the household involved furnishing details of the complaint and affording that resident/owner alternatively household a reasonable opportunity to eliminate the cause of the complaint.
- 4.2.8. All cats (male and female) must be sterilized.
- 4.2.9. All cats shall wear a little bell on their collar to enable the birds to be warned of their approach.
- 4.2.10. No wild animals, livestock, pigeons, aviaries, rabbits or poultry of any kind shall be kept on any stand. Dogs or any other reasonable household pets, but excluding cats, may be bred, but these pets may however not be kept, bred or maintained for commercial purposes.
- 4.2.11. No person is allowed to feed any animal in the Property other than dogs, cats and any other reasonable household pets kept on their stand in terms of Rule 4.2.2. No food and water may be provided to wild or feral cats, stray cats, scrub hares, rabbits, mongooses, steenbok or any other wildlife, with the exception of wild birds, in the Property. Residents may feed birds but may not distribute bird feed in a manner that will attract rodents.
- 4.2.12. Members and their tenants must ensure that their pets are attended to when they are away on leave. The HOA reserves the right to have the pet removed should it be established that the pet is being neglected.
- 4.2.13. Excluding the provisions of Rule 3.8 a member shall be held liable for all costs incurred by the HOA to act in accordance with the provisions of Rule 4.2., which shall include, but not be limited to the holding of pets in custody, veterinary fees and any relevant costs.
- 4.2.14. Any stray pet found in the Property will be impounded by the Estate Management. The owner will be contacted and written warning will be issued to the owner. Should the same pet be impounded again, an impounding fee of R500.00 (five hundred rand) per pet, shall be paid by the owner of the pet, before the pet will be released. If the pet is not claimed and/or the impounding fee not paid within forty-eight (48) hours after the pet was impounded, such pet will be handed over to the SPCA, or any other recognized animal shelter. The owner of the pet shall be liable for all direct and or incidental cost to the impounding of the pet as prescribed in Rule 4.2.7., as well as the additional impounding fee of R500.00 (five hundred rand).

4.3. DOMESTIC AND GARDEN WORKERS

- 4.3.1. All members shall ensure that their gardeners, domestic workers and/or their visitors do not cause any disturbance to others and ensure that their vehicles are not parked or worked on in the streets and/or the open spaces and do not pose any risk to security or safety on the Property.
- 4.3.2. All labourers or workers as defined in these rules, including gardeners, household and domestic workers, painters, tillers, fitters, *au pairs*, drivers, any employees and any contract workers on behalf of a member or tenant shall only be able to access the Property after a valid access card or permit was issued to such person by the Estate Management or designated Security Personnel. Such access card or permit must be carried at all times whilst the holder thereof is on the Property and shall produce same upon the request thereof by any Director of the HOA Board, the Estate Management or the Security Personnel.

- 4.3.3. All workers, regardless whether a gardener, domestic worker, general labourer, painter, tiller, *au pair* or any kind of *ad hoc* worker shall access the HOA property only through one or more of the official security registration systems, after such worker has obtained access to the Property in accordance with Rule 4.3.2.
- 4.3.4. Members or tenants or any person(s) on behalf of a member or tenant are not allowed to provide a Click On-access code to any employee, worker or labourer to gain access onto the Property.
- 4.3.5. Members or tenants or any person(s) on behalf of a member or tenant are not allowed to drive any worker, employee or labourer into or out of the Property. All workers, employees or labourers shall access and exit the Property through the turnstiles.
- 4.3.6. No person shall be allowed to exit the Property with goods, without the written permission by the member or tenant of such goods. The Estate Management or the Security Personnel shall have the right to request proof of such written permission, before the person is allowed to exit the Property.

4.4. NEIGHBOURLINESS AND RELATED ISSUES

- 4.4.1. Littering and dumping anywhere on the Property are strictly prohibited.
- 4.4.2. Flora may not be damaged or removed from the parks or the open spaces.
- 4.4.3. Fauna may not be hunted, chased, disturbed or trapped on the Property, be it by any person or their pets.
- 4.4.4. Foreign fauna may not be introduced or let free on the Property.
- 4.4.5. No activity or hobby that could cause aggravation, nuisance, disturbance or a security or a safety and health risk to fellow members is allowed.
- 4.4.6. Members shall not permit unreasonable noise or odours to emanate from his stand.
- 4.4.7. Members shall not commit or allow any person(s) to commit any illegal activity(s) on his stand, or anything that may be of a disturbing, noxious or offensive nature to the neighbourhood.
- 4.4.8. Volume of music or any musical instruments shall be at a level which shall not cause an irritation to neighbours at all times and shall cease completely at 22:00, Sundays through to Thursdays, and at 24:00 on Fridays and Saturdays.
- 4.4.9. Stands shall be used exclusively for single-family residential purposes and for no other purpose, other than those specified and allowed by the Town Planning Scheme in which latter instance the member shall submit to the HOA the legal approval by the Tshwane City Council for such alternative residential accommodation.
- 4.4.10. No business or commercial activity may be conducted on any stand within the Estate without prior permission received in writing, from the Board of Directors. The Estate Manager does not have the authority to allow or approve business rights on the Estate.
- 4.4.11. All applications to conduct business from stands on the Property must be submitted in writing, to the Estate Manager, who will place the application to be heard, on the next ensuing Directors meeting agenda. Results will be received by way of Directors resolution within 24 (twenty four) hours from date of the Directors meeting. The Directors' decision is final and no appeal is possible. Re-application will be entertained, in the event of new or additional information becoming available.
- 4.4.12. The following are criteria that will be taken into consideration when the Board entertains an application:
 - 4.4.12.1. Will the business cause an influx of visiting vehicles onto the Estate?
 - 4.4.12.2. Will the business generate noise and if yes, what would the extent of the noise be?
 - 4.4.12.3. What effect would the business have on the immediate neighbouring stands?
 - 4.4.12.4. Will the business enhance the desirability for criminal elements? (Jewellery manufacturing etc.)
 - 4.4.12.5. Would the business be dependent on advertisement and high visibility?
 - 4.4.12.6. Is the business beneficial to the general character of the Estate?
 - 4.4.12.7. Would the business enhance the desirability of the Estate for prospective investors?
 - 4.4.12.8. Will the business enhance the general value of the Estate, not have any effect on it, or be detrimental thereto?

- 4.4.12.9. Would the business require additional building construction on the intended premises?
- 4.4.12.10. Has another resident already received permission to conduct a similar or like business and does the business allow more than one vendor in the Estate? (Guest houses for instance.)
- 4.4.12.11. What do the direct neighbours of the applicant have to say about the conducting of the intended business on the applicant stand?
- 4.4.13. No communes shall be permitted.
- 4.4.14. With the exception of professional signs not exceeding dimensions of 300mm by 600mm, no other signage will be allowed with the understanding and intent, that such professional sign is not intended to be an advertising board or signage. Professional signs as referred to in this rule, are signs, which are attached to the outside of the property of a member or tenant, who per se is a professional person conducting a practise in the Estate for example medical practitioners, architects, auditors, accountants, veterinarians, attorneys, advocates, engineers, etc. All signs must be approved by the HOA.
- 4.4.15. No quarrying or mining operations of any kind shall be permitted on any stand, nor shall any wells, tunnels, shafts, derricks or any structure of excavations designed for use in mining be erected or maintained.
- 4.4.16. All members of and/or residents within the Property are liable for the conduct of their guests or any other person working for them from time to time.
- 4.4.17. All motorbikes, motorised scooters are to be operated at generally acceptable noise levels and adhere to the general speed limit of 40km/ph (forty kilometres per hour). They shall be roadworthy and licensed and riders shall wear helmets and shall be licensed to drive such vehicles. No motorised vehicle of any kind shall be allowed on the public walkways or in open spaces, with the exception of security vehicles.
- 4.4.18. In accordance with statutory prescripts no unlicensed and or un-roadworthy vehicle, including quad bikes are allowed to be used within the confines of the Estate. The HOA shall have the right to refuse the excite or entrance of such vehicle.
- 4.4.19. The Estate Manager has the authority to apprehend and penalise motorists who disregard these crossings as per Rule 4.4.17.
- 4.4.20. No weapons of any kind or description, including any firearm, pellet gun, air gun, daisy gun, paintball gun or bow and arrow shall be carried around, used or discharged on the Property.
- 4.4.21. For the safety of everybody on the Property, the general speed limit shall be 40km/ph (forty kilometres per hour) and shall be strictly adhered to at all times.
- 4.4.22. Parking in streets opposite or on traffic island parks and on the open spaces is prohibited.
- 4.4.23. Mowing and trimming of lawns on Sundays before 09:00 as well as between 12:00 to 18:00 is prohibited.
- 4.4.24. No fireworks may be set off on the Property.
- 4.4.25. No person, shall be allowed to go from dwelling to dwelling for any purpose, whether it is for the collection of any form of charity, to sell any product, to advertise any product, to canvass, to do any form of market research or for any other reason or purpose, unless prior written approval has been obtained from the HOA Board. Such request(s) must be submitted in writing to the Estate Manager for submission to the HOA Board for consideration.
- 4.4.26. Any member or tenant or person(s) on behalf of a member or tenant, who drives any vehicle at a high speed or reckless or negligent or fails to slow down when approaching children in the street or fails to stop at any stop sign(s) in the Property, shall be a safety risk, for which the member shall be held liable with the result of being penalized for such transgression in accordance with these rules.
- 4.4.27. Remotely Piloted Aircraft Systems (“drones”):
- 4.4.27.1. The operating or use of any kind of remotely piloted aircraft, also known as a “drone” or any system(s) related to the operating or use thereof on the Property by any member or person on behalf of the member, is prohibited. This rule shall also apply to any kind of toy aircraft or unmanned free balloon.

4.4.27.2. The HOA reserves the right to consider and approve the use of a remotely piloted aircraft system on the property by the HOA or a member or any person on behalf of the HOA or the member for a specific and necessary purpose or reason.

4.4.27.3. Non-compliance to this rule shall carry a penalty of R500.00 (five hundred rand) per incident.

4.5. PROPERTIES

4.5.1 GARDEN

4.5.1.1. Each member shall maintain his stand in a clean, tidy and slightly condition to the satisfaction of the HOA.

4.5.1.2. Members shall maintain a high standard of garden frontage and pavement management. Individual stands shall be maintained and each member shall be responsible for such.

4.5.1.3. No member shall permit the growth of noxious weeds or vegetation upon his stand or on any other part of the Property.

4.5.1.4. Members are responsible for maintaining trees, plants and shrubs planted on their pavements by the HOA.

4.5.1.5. No trees, plants, sidewalk lawn or parks lawn planted by the HOA or developer may be removed without the permission of the HOA.

4.5.1.6. Members are also encouraged to plant indigenous plants, shrubs and trees in their gardens.

4.5.1.7. The approved list of trees is attached in Appendix A.

4.5.1.8. No member shall be allowed to plant any tree, plant or shrub in any park or other open space without the approval of the HOA.

4.5.2 WALLS/ EXTERIOR

4.5.2.1. Garden fences/walls and outbuildings not forming part of the main dwelling must be maintained and painted where necessary. Each member shall maintain the exterior of all structures on their stand and all fixtures attached hereto in a slightly manner and shall maintain all gutters and other fixtures in a good working order.

4.5.2.2. Each member shall maintain his driveway and swimming pool (where applicable) to the satisfaction of the HOA.

4.5.2.3. Each member shall ensure that all pipes on the outside of all structures on their stands are screened to the satisfaction of the HOA.

4.5.2.4. Members, whose stands face the outside of the Property or parkland, are required to plaster the outside of their garden walls. The HOA will paint and maintain the plastered walls in a uniform colour. Where the said garden wall is face brick, the HOA will slush the walls and paint them in the same uniform colour.

4.5.3 RUBBISH

4.5.3.1. Each member shall ensure that no rubbish or other waste material is accumulated, dumped or permitted to accumulate anywhere upon the stand, except in containers located in designated areas.

4.5.3.2. No member shall burn or permit anyone to burn any materials or rubbish on the stand or anywhere else on the Property.

4.5.3.3. No member shall dump any garbage, refuse, trash or rubbish on a sidewalk, parkland or anywhere else within the Property, except during construction and then only in accordance with regulations pertaining thereto.

4.5.3.4. Members shall only be allowed to put out refuse bags on the day of collection thereof, or, if such refuse bags are contained in a refuse bin, 12 (twelve) hours before and after the scheduled trash collection. No refuse bags or bins shall be placed on any common or public areas or thoroughfares.

4.5.4 TEMPORARY STRUCTURES, VEHICLES, TRAILERS, BOATS, GARAGE

4.5.4.1. No light commercial, commercial and/or recreational vehicles, trailers, boats, caravans or trucks of any kind shall be parked on a stand, unless in a garage or out of site from the streets and neighbouring stands.

- 4.5.4.2. No maintenance, repair or storage of any vehicle shall be permitted on any stand unless it is done within an enclosed garage. This will exclude normal washing or cleaning of a vehicle.
- 4.5.4.3. Garage doors shall be kept closed at all times except during normal operating activities.
- 4.5.4.4. No structure of a temporary nature, including a trailer, tent, shack, garage, barn, carport or any other such building will be allowed to be stored or placed outdoors on the premises without the prior written approval of the HOA.
- 4.5.4.5. Members shall ensure that caravans, washing lines, trailers, boats and any objects deemed to be an eyesore are kept and/or stored out of the public view and screened from neighbours.
- 4.5.4.6. No Wendy houses are allowed which exceed 2.1m (height), 2.5m x 2.5m (width). A Wendy house may only be painted in pastel colours or match the existing house colour. The Wendy house may not be used as accommodation for any reason whatsoever, nor may they have electricity, sewage or water services connected to them. Such houses may not be placed on the street frontage of the property and may only be erected when written and signed approval from the direct neighbours is obtained and submitted to the Estate Manager for consideration by the Board. The colour of the roof must also be painted in the same colour as the walls of the Wendy house. The condition of the painted roof must be properly maintained.
- 4.5.4.7. All Wendy houses not conforming to Rule 4.5.4.6 must be removed prior to the transfer of the property into the name of a new/different owner. No Clearance Certificate will be issued before the Wendy house is removed.

4.5.5 REPAIRS

- 4.5.5.1. Repairs of any building damaged by fire or otherwise shall be completed promptly. The failure to complete any reparations to a building(s) within six (6) months and/or the removal of debris within a period of one (1) month by the member shall be deemed unreasonable.
- 4.5.5.2. The Architectural Guidelines and building rules shall apply for any repair, renovations and additional building. Also refer to the following Rules on process to be followed and the role of the ASC: Rules 4.6.3.5.– 4.6.3.7, Rule 4.6.3.11, Rule 5.2.4.1. and Rule 7.5.

4.5.6 OPEN SPACES/ PARKS

- 4.5.6.1. No gathering, meeting or function (herein after referred to as “the event”) shall be permitted to take place in any park or open space, unless such event is organised by, or on behalf of the HOA and open to Residents of the HOA to attend.
- 4.5.6.2. Parties for children are allowed, but shall be subject to the following conditions:
- Prior written permission must be obtained from the HOA.
 - Children are not allowed to be older than 12 (twelve) years.
 - The children must at all times be under the supervision of one or more adults.
 - The party can be held during the week and on Saturdays between 09h00 and 16h00, with Sundays specifically excluded.
 - The owner or tenant applying for the party shall also comply with any further arrangements and/or requests by the Estate Management.
- 4.5.6.3. No fires in open spaces or parks.
- 4.5.6.4. No vehicles, motorbikes, motorised scooters are allowed in any park or open space.
- 4.5.6.5. Parks are for the exclusive use of members and their guests.
- 4.5.6.6. No gathering, meeting or function (herein after referred to as ‘the event’) shall be permitted to take place in any park or open space, unless such event is:
- 4.5.6.6.1. For the purpose as outlined in Rule 4.5.6.1.
- 4.5.6.6.2. For the purpose outlined in Rule 4.5.6.2.
- 4.5.6.6.3. Approved by the Board on an application submitted to the Estate Manager. Should the member contravene any of the set conditions and restrictions/requirements imposed by the Board a penalty of up to R10,000.00 (ten thousand rand) shall be levied. Any damage caused on the Property shall be repaired by the member to the satisfaction of the HOA. Failure on the part of the member to ensure such repair or make good the damage, shall entitle the HOA to effect such reports and debit the member with the cost thereof.

4.6. BUILDERS

4.6.1 INTRODUCTION

- 4.6.1.1. The HOA, being the legal representative of the members of Irene Farm Villages, has adopted certain rules, including the foregoing, relating to building contractor activity on the Property. The primary intention of the provisions hereunder is to ensure that all building activity on the Property occur with the least possible disruption to residents, and at the same time maintaining optimum security levels. In the event of uncertainty, residents and/or their contractors are most welcome to contact the Estate Manager.

4.6.2 LEGAL STATUS

- 4.6.2.1. The conditions governing building activities that are set out in this document are rules adopted by the HOA and are therefore binding on all members, their contractors and sub-contractors. Furthermore, all members are obliged to ensure that their building contractors and sub-contractors are made aware of the conditions and comply strictly with them. Members are therefore required to include these conditions in any building contract concluded in the respect of the Property, and all such contracts may be required to be submitted to the HOA for prior approval. The HOA has the right to suspend any building activity due to contravention of any of the conditions herein and the HOA accepts no liability whatsoever for any losses sustained by a members, resident, contractor or subcontractor, professional consultant, adviser or whatever status the person may possess, as a result thereof.
- 4.6.2.2. The rules, procedures and codes of conduct contained herein are not negotiable and will be enforced by the Board of Directors. No exceptions will be made and no compromise will be allowed.
- 4.6.2.3. Contractors, workers, sub-contractors, professional consultants, or any adviser, visitor or person associated with the building operations, whom are found to be in breach of the prescriptions contained herein, could be barred permanently from entering the Property.
- 4.6.2.4. Contraventions so stipulated, will carry penalties and/or administrative fees to the correction thereof.

4.6.3 GENERAL

- 4.6.3.1. A member acting as "Owner Builder" will be classified and regarded as a contractor governed by these rules and regulations until all building activities have been completed, (whether the owner/members makes use of part-time or fulltime building contractors). Members are not allowed to "abuse" their status as homeowners to complete any form of building activity that may infringe on the "private times" of neighbouring residents. This is unconditional and no exceptions will be made.
- 4.6.3.2. A vacant stand must be cleaned on a regular basis to the satisfaction of the HOA, which includes keeping all grass on average shorter than 30cm (thirty centimetres). If not, the stand will be cleaned by a contractor under instruction of the HOA, at the expense of the owner.
- 4.6.3.3. Existing trees and sidewalk grass, not interfering with proposed foundations and/or structures, should be protected, especially during construction. Removal of existing trees will only be done with the prior written approval of the HOA.
- 4.6.3.4. Existing trees and sidewalk grass, not interfering with proposed foundations and/or structures damage or removed during building operations and not replaced afterwards, will be replaced by the HOA at the expense of the members.
- 4.6.3.5. No building may be erected or altered (externally) without the approval from the HOA Board.
- 4.6.3.6. All building plans for the construction of new dwellings, or any alteration or addition to buildings, including, but not limited to swimming pools, carports, boundary walls, must be drafted and signed by a professional architect or a draughtsman, who must be registered with the South African Council for the Architectural Profession (SACAP). Such architectural professional shall be required to submit his/her SACAP registration certificate with the submission of the building plans to the ASC. The appointment of such architectural professional is at the sole discretion of the member.
- 4.6.3.7. The applicant shall formally apply for approval of plans in accordance with the regulations prescribed by the ASC.
- 4.6.3.8. No application will be considered if the member owes any levies, penalties or any other monies to the HOA.

- 4.6.3.9. Approval of plans by the HOA does not in any way absolve the owner from any legal requirements pertaining to building operations on the property.
- 4.6.3.10. No applications for rezoning, subdivision, consolidation or any other change of land use applications shall be made without the prior written consent of the HOA.
- 4.6.3.11. All building plans have to be approved by the HOA Board and the Local Authority as required from time to time, before the commencement of any construction or alterations. A copy of the plans, which have been approved by the Local Authority, must be handed in at the Estate Office before the commencement of any construction or building works.
- 4.6.3.12. Any damage caused to any property on the Property by any member, contractor, sub-contractor or supplier shall be repaired by the relevant contractor or member to the satisfaction of the HOA. Failure on the part of any member to ensure such a repair or make good the damage, shall entitle the HOA to effect such repairs and debit the member with the cost thereof plus administration costs incurred and may lead to the suspension of activities and/or denial of access to the Property, and/or civil litigation without prejudice to any other right or remedies available to the HOA.
- 4.6.3.13. The HOA reserves the right to institute further controls in respect of any building activities or supply of any products or services on the Property. Such controls shall also be binding on all members, contractors, sub-contractors, suppliers and labourers operating on the Property.
- 4.6.3.14. No owner or contractor will be allowed to start building construction, or the digging of foundations, earthmoving and or the cleaning / preparation of the stand, before:
 - 4.6.3.14.1. The owner, director of the company, or CC member, or a Trustee of the Trust owning the stand, completed the Contractors and Sub-Contractors Form A, which can be obtained from the Estate Manager's office. A copy thereof, signed by the owner and all the contractors and sub-contractors and or projects managers must be handed to the Estate Manager for registration purposes.
 - 4.6.3.14.2. The building deposit of R10 000 (ten thousand rand) has been paid.
 - 4.6.3.14.3. A site inspection has been carried out by the Estate Manager together with the owner/project manager/main contractor after which a certificate will be handed over to the owner/project manager/main contractor.
- 4.6.3.15. No brickwork will be allowed after the completion of the raft/foundation before all rocks and rubble dumped on adjacent properties and parks have been removed and the Estate Manager has issued a Clearance Certificate verifying it.

4.6.4 OBLIGATIONS OF MEMBERS

- 4.6.4.1. It is the duty of the members to ensure that their contractors and/or project managers and/or sub-contractors and/or suppliers are made aware of these rules and comply therewith. In this regard these rules shall form part of and deemed to be incorporated in any building contract concluded in respect of any land on the Property. Failure to comply with these rules shall result in charging of a penalty as laid down by the Directors from time to time and/or suspension of building activities and/or denied access to the Property for project managers, contractors, suppliers or their labourers and/or civil litigation without prejudice of any other rights or remedies available to the HOA.
- 4.6.4.2. Members and residents are encouraged to report any and all offences to the Estate Manager's office in writing.

4.6.5 REGISTRATION

- 4.6.5.1. All members shall ensure that their contractors, project manager, sub-contractor or suppliers of services are registered with the HOA. Application for registration is done by filling out an application form to be submitted to the Estate Manager for approval.
- 4.6.5.2. Contractors shall make application to the Estate Manager for access cards for all labourers employed by them. Such cards shall be available upon registration and payment of the prescribed fee.

4.6.6 BUILDING OPERATIONS

- 4.6.6.1. No building operations shall be executed on Saturdays, Sundays or public holidays under any circumstances.

- 4.6.6.2. Building operations on respective stands shall commence within the period as contracted initially with the Developer by the first owner and be completed within 12 (twelve) months thereafter. If not, a penalty shall be applied, without prejudice of any of the HOA's rights to take whatever steps are necessary in terms of the Articles or in law.
- 4.6.6.3. The penalties mentioned in Rule 4.6.6.2. are:
- 4.6.6.3.1. Two (2) times the normal monthly levy for the first six months after date of expiry;
- 4.6.6.3.2. Three (3) times the normal monthly levy for the next three months; and
- 4.6.6.3.3. Four (4) times the normal monthly levy, until 31 August 2007.
- 4.6.6.3.4. Penalties regarding empty stands after 31 August 2007:
- 4.6.6.3.4.1. R250.00 (two hundred and fifty rand) per day with effect from 1 September 2007, if the approved house plans by the City of Tshwane building department is not submitted on or before 31 August 2007.
- 4.6.6.3.4.2. R250.00 (two hundred and fifty rand) per day if building activities has not commenced within a period of 12 months calculated from 15 February 2007.
- 4.6.6.3.4.3. Prior to 31 August 2007 and during the building period the penalties referred to in 4.6.6.2 will be in force.
- 4.6.6.3.5. The penalties mentioned in Rule 4.6.6.2. are only to be lifted on presentation of an Occupancy Certificate issued by the Local Authority to the Estate Manager.
- 4.6.6.3.6. Stands purchased, subsequent to the initial purchase, for the purposes of building would receive a fifteen (15) month exemption on the following conditions:
- 4.6.6.3.6.1. Building plans submitted to the HOA for approval within three (3) months from date of registration; and
- 4.6.6.3.6.2. Building activities to be completed within fifteen (15) months from date of registration.
- 4.6.6.3.7. Should any one of the conditions in 4.6.6.3.6 not be adhered to, the penalties as per 4.6.6.2 will be back dated to the date of registration.
- 4.6.6.3.8. Penalties regarding stands, where building activities have been commenced before 31 May 2008 and no Occupancy Certificate has been issued by the Local Authority on or before 31 August 2009:
- 4.6.6.3.8.1. R250.00 (two hundred and fifty rand) per day with effect from 1 September 2009 where no current building activities are underway.
- 4.6.6.3.8.2. Where building activities are currently underway and during the building period the penalties referred to in Rule 4.6.6.2. will be in force.
- 4.6.6.3.8.3. The penalties mentioned in Rule 4.6.6.3.8.2. are only to be lifted on presentation of an Occupancy Certificate issued by the Local Authority to the Estate Manager.
- 4.6.6.3.8.4. "Half built" property purchased, for the purposes of completion of the building activities would receive a fifteen (15) month exemption to complete the building activities and obtain the required Occupancy Certificate from the Local Authority.
- 4.6.6.3.8.5. Should Rule 4.6.6.3.8.4. not be adhered to, the penalties as per 4.6.6.3.8.1 will be back dated to the date of registration.
- 4.6.6.4. No building equipment, materials, building rubble or refuse may be dumped or stored on any adjoining land, any road, open spaces, sidewalks or anywhere else on the Property, under any circumstances.
- 4.6.6.5. The building operations and works of any additions and/or alterations to the existing property shall be completed within three (3) months from the commencement date. On request, the Board would consider an extended period for large and/or complex alterations. The commencement date shall be the date upon which the appointed contractor and his/her employees are registered for the first time at the Estate Office as stipulated on the official registration form for contractors. If the building operations and works are not completed in time, a penalty of R250.00 (two hundred and fifty rand) per day will be imposed until the date of completion. The date of completion shall be the date upon which the Estate Management has carried out its final inspection of the property and only after it has received the Certificate of Occupation from the Tshwane City Council.

4.6.7 SITE ACCESS AND EGRESS

- 4.6.7.1. All labourers shall be in possession of a valid identity document, valid passport or immigration permit and a HOA access card.
- 4.6.7.2. Contractors, their staff, sub-contractors and labourers, shall only enter the Property after 07:00 and leave the Property prior to 18:00 from Monday to Friday.
- 4.6.7.3. No labourers shall be permitted to act as night watchmen to guard their respective sites or to overnight within the Property at all. Contractors or members may negotiate with the HOA's appointed security company for this service, if required. The cost thereof shall be for the account of the contractor or member. No security company other than the appointed HOA security contractor may be used inside the Property for this purpose.
- 4.6.7.4. Building activity is not permitted during the builders' holiday period in December/January (dates will be advised annually).
- 4.6.7.5. Delivery of building materials and supplies shall be scheduled between 7:00 and 17:00 on weekdays only. No deliveries on weekends or outside these hours shall be permitted. Suppliers arriving outside these allowed times shall not be granted access, even if accompanied by a member. Only where any ready mix concrete process started before 17:00 on the day, the completion thereof will be permitted.
- 4.6.7.6. Members, project managers and contractors need to inform suppliers of building materials and supplies that the roads on the Property are proclaimed municipal roads and are subject to the relevant legislation. Delivery vehicles suspected of being overloaded, could be subjected to a heavy duty axle weighed (weighbridge) and if found containing a mass exceeding 8 tons per axle, shall be denied access to the Property.
- 4.6.7.7. All vehicles entering or leaving the Property may be subject to a search by the Estate Manager, Security Manager or appointed security personnel.
- 4.6.7.8. The only point of access and egress for all contractors and their labourers shall be via the main gate.

4.6.8 LABOURERS

- 4.6.8.1. Loitering by labourers shall not be permitted on the Property.
- 4.6.8.2. Labourers shall only be permitted to enter or exit on foot through the designated areas at the main gate.
- 4.6.8.3. Contractors and/or labourers entering the Property on an ad hoc basis, for a maximum of 3 (three) days at a time e.g. glazers, under floor heating specialists, landscapers and cleaners, shall obtain temporary permits.
- 4.6.8.4. All labourers shall be transported to and from their place of work by the contractor. Labourers working on more than one site and who have to move between sites, shall only do so by means of transport by the contractor i.e. labourers are not allowed to walk between their building site and the main gate and/or any other site. Labourers found wandering will be evicted and their access cards confiscated – resubmission of cards will be at an increased cost as determined from time to time by the HOA. Continuous contravention of this rule will result in permanent ejection of the labourer from the Property.

4.6.9 DISCIPLINE

- 4.6.9.1. Contractors shall be responsible for the discipline of their labour force and all sub-contractors utilised by them whilst on the Property.
- 4.6.9.2. Any dispute between the contractors and their labourers shall be settled outside of the boundaries of the Property.
- 4.6.9.3. Contractors and their labourers shall not disturb any fauna and flora.
- 4.6.9.4. "Discipline" as per Rule 4.6.9.1 includes that contractors should ensure that their labourers do not pose a security risk to any members and/or their property within the Property, and/or are involved in any illegal activities of any kind on the Property.

4.6.10 HOUSEKEEPING

- 4.6.10.1. All building sites and coupled pavements are to be kept clean and save at all times to the satisfaction of the HOA.

- 4.6.10.2. No building related activity may encroach onto the open spaces.
- 4.6.10.3. No concrete, dagha, cement or any building materials may be stored (even temporarily), mixed or prepared on any of the roadways, pathways or open spaces.
- 4.6.10.4. Materials that are off-loaded by suppliers or contractors may not encroach onto any adjacent site, unless written permission has been obtained from the owner of such site. The contractor is also responsible for the removal of any sand, cement, rubble, waste and refuse that may be washed or blown onto the road or pavement from the time of delivery until completion of the contract and handover to the member, i.e. issue of Certificate of Occupation.
- 4.6.10.5. Where delivery of materials is impossible due to the topography of the stand or sidewalk as such the materials shall be off-loaded at a secure site outside the Property and delivered to the site by means of alternative transport.
- 4.6.10.6. Contractors shall provide adequate facilities for the disposal of rubble, waste and refuse and ensure that their labourers utilise these facilities. No rubble, waste or refuse may be burnt or buried on site. No form of paper, plastic bags, empty food or beverage containers, cement bags, tile off cuts, ceiling boards, roof tiles, rubble or the like are to be left lying around on any building site, adjoining stand, the open spaces, roads or sidewalks.
- 4.6.10.7. Contractors shall ensure that the open spaces, storm water systems, and roadways at the relevant building site are at all times kept clean, tidy, save and free from obstruction. Pavements too should where possible be kept free from obstruction.
- 4.6.10.8. Pollution and contamination of groundwater and run off water is of particular concern. Contractors shall ensure that special care be taken in the handling, disposal and cleaning-up operations.
- 4.6.10.9. Each owner shall ensure that reasonable measures be taken to reduce dust, noise, effluent or waste pollution that may affect adjacent properties.
- 4.6.10.10. No fires shall be made on the Property.
- 4.6.10.11. A temporary shed or outbuilding for materials and supplies may be used in connection with and during the construction of a building, provided that it is removed from the property immediately after construction. The said store/outbuilding must be approved by the HOA.
- 4.6.10.12. Contractors shall provide approved chemical toilet facilities or a temporary connection to the main sewerage system, for use of labourers on all building sites. No 'long drops' shall be permitted. To prevent blockage of the sewerage system only toilet paper shall be used.
- 4.6.10.13. Toilet doors should be kept closed (with a lock or latch on the outside) at all times.
- 4.6.10.14. Temporary shed or outbuilding doors should be kept closed (with a lock or latch) at all times during non-operating hours.
- 4.6.10.15. Contractor notice board shall not exceed 1.5m x 1.5m. The stand number shall also be displayed on such boards. Boards shall only be displayed once construction has commenced, and subsequently be removed on the date the Certificate of Occupation has been issued.
- 4.6.10.16. The general speed limit on the Property is 40km/ph. (forty kilometres per hour). Speeding, disregard of stop signs, reckless driving and any other public traffic offences shall not be tolerated. Due care must be taken that roads are not blocked during loading or off-loading at any building sites.
- 4.6.10.17. No pets, birds or domestic animals belonging to contractors and/or labourers shall be permitted on the Property.
- 4.6.10.18. Excessive noise, including loud talking, shouting or whistling by labourers, radios, hooters and revving of motors vehicles and repairs to such vehicles, shall not be permitted.
- 4.6.10.19. No direct connections to the electricity boxes for extension leads or power tools shall be allowed. Tshwane Metropolitan Municipality approved electrical connections shall only be done by the Tshwane Municipality or Tshwane Municipality-approved electrical contractor.

4.6.11 STATUTORY REQUIREMENTS AND RELATED ISSUES

- 4.6.11.1. Contractors and/or suppliers operating within the Property shall comply with all relevant statutory requirements as set by, inter alia the Local Authority, national or provincial government or other relevant institutions. These requirements shall include but not be limited

to registration, labour issues, and liability insurance in respect of third parties, accidents and injuries.

4.7. SECURITY

- 4.7.1. In the interest of providing an effective security system, the security protocol shall be adhered to at all times.
- 4.7.2. Members and contractors shall treat the security personnel in a co-operative and respectful manner. The verbal abuse of any security personnel is prohibited. The transgression of this rule shall carry a minimum penalty of R1,000.00 (one thousand rand).
- 4.7.3. Every member shall request visitors to adhere to the security protocol, and shall advise security personnel in advance of pending arrivals of visitors or obtain pre-approval access through the click-on system.
- 4.7.4. Members shall report any suspicious actions or people to the security personnel.
- 4.7.5. Members are advised to inform the Security Manager when going on holiday.
- 4.7.6. Members, domestic workers and gardeners shall obtain access cards from the Estate Manager at a prescribed fee.
- 4.7.7. No person, who is registered on the bio-metric (fingerprint) access-system of the HOA is allowed to use her or his bio-metric access for the access of any other person onto the property, regardless of the status of such person.

4.8. PROPERTY TRANSACTIONS

4.8.1 GENERAL

- 4.8.1.1. Only Accredited Agencies/Agents shall be allowed to operate on the Property. Applications for accreditations shall be submitted to the HOA. The granting of such applications shall at all-time fall within the sole and absolute discretion of the HOA.
- 4.8.1.2. Accredited Agencies/Agents shall ensure that all purchasers of property on the Property are made aware of the Rules, Architectural Guidelines and the Articles and that copies of such documents are provided to such purchasers. The purchaser is required to sign a receipt as proof of receipt thereof.

4.8.2 AGENTS

4.8.2.1. Accreditation

The following accreditation process shall be followed:

The Agency shall:

- Complete and submit an accreditation application form to the HOA;
- Pay the fees determined by the HOA from time to time. The full annual fee shall be payable, irrespective of the date of accreditation;
- Sign a contract with the publishers of The Villager (the Estate's monthly magazine) to purchase two (2) back page advertisements a year;
- Submit a list containing the names and telephone numbers of all Agents and employees active on the Property;
- Submit the Agency, as well as its Agents' Fidelity Funds certificates issued by the Estate Agent Affairs Board; and
- Submit its standard sales agreement to be used for all sales on the Property for approval, which shall at all times include the following clauses:

"1. HOMEOWNERS ASSOCIATION

1.1. *It is recorded that Irene Farm Villages HOA has been incorporated (in terms of Section 21 of the Companies Act), to manage and promote the communal interest of the members of Irene Farm Villages.*

1.2. *The purchaser agrees that:*

- 1.2.1. *Immediately on becoming the registered owner of a stand, he will automatically become a member of the HOA and will be bound by the Memorandum of Incorporation and Rules of the HOA;*
- 1.2.2. *For as long as he is the registered owner of a stand, he will remain a member of the HOA and be bound by its Memorandum of Incorporation and Rules;*
- 1.2.3. *Should he sell the property he will ensure that his purchaser is made fully aware of the conditions of the Memorandum of Incorporation and Rules;*
- 1.2.4. *The following provisions are to be inserted in the title deed to the property in this form or in such form as may be determined by the Registrar of Deeds, and are imposed as conditions in favour of the HOA:*
 - 1.2.4.1. *The owner of the stand, or any subdivision thereof, shall not be entitled to transfer the stand, or any portion thereof, or any unit, or any interest therein, without the prior written confirmation of the HOA that all amounts due to the HOA have been paid in full and that all building rules have been complied with;*
 - 1.2.4.2. *Every owner of a stand, or of any subdivision thereof, or of any interest therein, shall automatically become and shall remain a member of the HOA and be subject to its Memorandum of Incorporation until he ceases to be an owner of aforesaid. Neither the stand nor any subdivision thereof, nor any interest therein, shall be transferred to any person who has not bound himself to the satisfaction of the HOA to become a member thereof;*
 - 1.2.4.3. *No improvement of any nature may be effected to a stand without the prior written approval of the HOA and any building plans in respect of any improvements to be erected on a stand shall be subject to the prior written approval by the HOA;*
 - 1.2.4.4. *The owner of a stand shall not alter the access to such stand without the prior written consent of the HOA and the Local Authority.*

1.3. *The above provisions are for the benefit of the HOA and constitute a stipulation alteri, which shall be deemed to have been accepted by the HOA, unless advised to the contrary in writing, within 7 (SEVEN) days from date of signing of the purchase agreement."*

4.8.2.2. Accreditation duration

- 4.8.2.2.1. The accreditation shall endure for a period of 12 (twelve) months or any portion thereof, expiring on last day of February each year and shall be renewable annually on the 1st day of March, by written application in the prescribed manner.

4.8.2.3. Obligations of Agencies

The Agencies shall:

- 4.8.2.3.1. At all times adhere to the provisions of the MOI and the Rules.
- 4.8.2.3.2. Apply for access to the Property in terms of the HOA's access control policy.
- 4.8.2.3.3. Accept responsibility for the actions of each of its Agents and/or employees.
- 4.8.2.3.4. Not in any advertisement, of any nature claim to represent the HOA.
- 4.8.2.3.5. Not canvass, advertise, hand out flyers or similar material for property transactions on a door-to-door basis on the Property.
- 4.8.2.3.6. Operate only on a 'by appointment' basis.
- 4.8.2.3.7. Not erect any advertising sign/for sale board on the Property.
- 4.8.2.3.8. Not use plastic or canvas banners, nor shall any streamers, bunting, umbrellas, balloons and the like be permitted on the stands.
- 4.8.2.3.9. When a property is sold, the Estate Agent will have the right to display a board stating "Sold by" for a period of 30 (thirty) days only. An e-mail must be sent to the office informing them of the board. If the office is not informed the board will be removed.

4.8.2.4. Obligations of the HOA

The HOA shall:

- 4.8.2.4.1. Issue Clearance Certificates within a reasonable period on condition that all requirements as mentioned in Rule 4.8.2.4.2 and all the HOA Rules and Regulations issued by the HOA from time to time, are duly met and complied with.
- 4.8.2.4.2. Requirements for issuing of Clearance Certificate:
 - 4.8.2.4.2.1. No outstanding money due by the member to the HOA;
 - 4.8.2.4.2.2. The Managing Agent should be in possession of all the relevant contact details of the buyer;
 - 4.8.2.4.2.3. The buyer should have signed for receipt of the HOA MOI and Rules; and
 - 4.8.2.4.2.4. Where sale is facilitated by a non-accredited Agency, proof of payment of the non-accredited agency fees.
 - 4.8.2.4.2.5. The property of the Member complies with the standing Architectural Guidelines to the satisfaction of the HOA.
- 4.8.2.4.3. Upon date of accreditation furnish the Agency with an electronic copy of the MOI, Architectural Guidelines and Rules, and thereafter furnish the Agencies with all amendments thereto, from time to time.

4.8.3 NON-ACCREDITED ESTATE AGENCIES

- 4.8.3.1. Should a member wish to make use of a non-accredited Estate Agency, the member has to forward a letter and registration fee to the office of the Estate Manager. Only then will an agent that is not one of the HOA's accredited agencies be allowed access to the property to market that SPECIFIC property.
- 4.8.3.2. All Estate Agencies/Agents will under all circumstances comply with the Estate Agent Policy and Accreditation Document and will be liable for the Non-Accreditation fees.
- 4.8.3.3. The Estate Agent mentioned in paragraph 4.8.3.1 may under no circumstances market anywhere else on the Estate. Registration fees must also be paid at the HOA office.

4.8.4 PRIVATE PROPERTY TRANSACTIONS

- 4.8.4.1. The rules applicable to "Property Transactions", shall equally apply to members electing to execute their own property transactions (i.e. without utilising the services of an Agency/Agent) except those rules which are within the context, not applicable.

4.8.5 BREACH

- 4.8.5.1. The HOA shall have the right to take whatever steps it deems necessary, including but not limited to, without notice, the immediate cancellation of the accreditation, in the event of breach of any of these rules.

4.8.6 DISCLOSURE OF INFORMATION

- 4.8.6.1. Whereas the HOA is in a confidential relationship with its members, the HOA shall not disclose any information relating to any member's details (i.e. ownership status, address, telephone numbers etc.) to any Agency/Agent.

5. ARCHITECTURAL GUIDELINES

5.1. INTRODUCTION

- 5.1.1. The role of the guidelines is to establish the intent for design and development of the Estate and provide the framework within which development and building applications can be evaluated. The guidelines as set out below are in addition to any regulation or by-laws of the local authority. All structures must also comply with the National Building and National Home Builders Registration Council ("NHBRC") Regulations as prescribed.

5.2. GENERAL

5.2.1 PAYMENTS

- 5.2.1.1. A member shall not be entitled to submit his building plans to the ASC, unless and until he has paid all levies and any other amounts due and payable to the HOA in full, from whatsoever cause arising.

5.2.1.2. With submission, a once off plan scrutiny and approval fee is charged.

5.2.2 DEVELOPMENT DEPOSIT

A refundable non-interest bearing "Development and Street Light deposit" shall be paid by a member, upon submission of his development plans to the ASC to cover the cost of the under mentioned. Such deposit shall be refunded to the member on request, upon completion of the building activities, and after the member has fully complied with the following requirements:

- 5.2.2.1. Planting of grass and where applicable trees on the sidewalk and the member's own stand and the repair of any damage to the sidewalk, caused as a result of building activities.
- 5.2.2.2. Removal of all rubble, rubbish and building materials left on the sidewalks, adjoining stand/s, open spaces and the member's own stand.
- 5.2.2.3. Repairs to any damaged street furniture, streetlights, litter bins, benches, etc.
- 5.2.2.4. Repairs to any damaged telecommunication, water or electricity boxes or any manhole covers.
- 5.2.2.5. Repairs to any damaged kerbs or storm water drains on the stand boundaries.
- 5.2.2.6. Repairs to any damaged paving and concrete spilt on paved surfaces and not cleaned up properly.
- 5.2.2.7. Repairs to damaged water irrigation pipes or sprinklers.
- 5.2.2.8. Repairs to any cable or pipes damaged during any excavation activities.
- 5.2.2.9. Submission of an Occupation Certificate issued by the Local Authority.
- 5.2.2.10. All boundary walls are plastered and painted (plastered on both sides if garden wall faces the outside of the Property).
- 5.2.2.11. All plumbing exposed from the first floor as well as any electrical and/or other piping or wiring are boxed in.
- 5.2.2.12. Removal of all sign boards.
- 5.2.2.13. Payment of any and all outstanding levies, fees and penalties.
- 5.2.2.14. Unclaimed Development Deposits:
 - 5.2.2.14.1. The Development Deposit held on behalf of the member must be refunded as soon as members are eligible to reclaim the said deposit according to Rule 5.2.2. above.
 - 5.2.2.14.2. Where development deposits for completed building projects are unclaimed for a period of three (3) months or longer after completion of the development, the Managing Agent must send a notification to the owner(s) using the last electronic or postal address on record, notifying the owner(s) that the deposit held will be capitalised by the HOA if no response is received within 30 (thirty) calendar day period after the date of notification.
 - 5.2.2.14.3. All deposits to be calculated must be approved by the Board and declared in the annual financial statements as an exceptional income item.
 - 5.2.2.14.4. Proof that notification has been sent to the owner(s) must be retained by the Managing Agent for a period of at least three (3) years after the notification date.

5.2.3 COPIES REQUIRED

- 5.2.3.1. Four (4) copies and an electronic version of the building plans (final drawings) and elevations to be submitted. One copy with the electronic version shall be retained by the ASC for its records, and the others returned with a stamped approval and/or comments to the member for submission to the Local Authority.
- 5.2.3.2. Building plans to include:
 - Dimensions, materials and finishes of all built structures, surfaces, walling and fences;
 - The position, design specification and size of all site details not forming part of the essential structure (e.g. satellite dishes, antennae, air conditioning units, solar heat systems and heat pumps);
 - Indicate the position and type of existing trees, differentiating those to be removed and those to be retained;

- Proposed landscaping, with a list of plants for each landscaped area; and
- A site development plan.

5.2.3.3. Site Development Plan to include details of:

- Parking areas. Parking for a minimum of 2 (two) vehicles shall be provided, not intruding into the road reserve nor onto the pavement and excluding the double garage.
- The open spaces (e.g. laundry yards, private gardens and landscaped areas).
- Positioning of all buildings.
- Sections from the North, East, South and West angles showing the envelope as described in Rule 5.2.8.
- Building lines, servitudes and other restrictions.
- Storm water management.
- Permitted coverage.
- Actual coverage.
- Permitted floor area ratio ("FAR").
- Actual FAR.
- Cadastral information (i.e. boundary dimensions, north point, etc.).
- Proposed floor levels, ground contours and number of storeys.
- The stand numbers of the stands adjacent to the relevant stand, as well as adjacent street names.
- Any additional relevant information required by the ASC.

5.2.4 APPLICATION OF GUIDELINES

5.2.4.1. All site development and building plans as well as any alteration or addition to buildings (external) received will be evaluated against the Architectural Guidelines. The intent of the guidelines to be defined in each case. Should a member wish to erect a residence or alter an existing building that is not fully in line with the guidelines, the specific application will be evaluated on merit and its potential impact will thus be determined. Should the result of the evaluation be favourable i.e. approved by the Board on recommendation(s) received from the ASC, the application could be approved and the Architectural Guidelines accordingly amended and members will be informed of such amendments.

5.2.4.2. The ASC will evaluate and permit only five (5) building styles within the Property. These styles contribute to the rural earthy feel of the Property. The five styles permitted are:

- Tuscan
- French Provencal
- Georgian
- English Country
- Irene Farm Village style

5.2.4.3 Details of the various styles can be obtained from the Estate Manager's office.

5.2.5 TOWN PLANNING

5.2.5.1. The guidelines set out below, are in addition to any restrictions/requirements imposed by the conditions of title, town planning schemes or national or any other building regulation, including requirements laid down by the NHBRC for this development. Notwithstanding that any plans or improvements shall comply with any such restrictions/requirements imposed by third parties, the approval of any plans or improvements within the Property, shall be at the sole discretion of the HOA. Similarly, compliance with the guidelines imposed by the HOA shall under no circumstances absolve the member from the need to comply with the restrictions/requirements imposed by third parties, nor shall HOA approval be construed as compliance with the requirements imposed by town planning schemes, building requirements or as permitting any contravention of restrictions of any authority having legal jurisdiction.

5.2.6 DWELLINGS

- 5.2.6.1. Any dwelling erected on a stand shall have a minimum floor area of 160m² (one hundred and sixty square metres) on the ground floor.
- 5.2.6.2. Site coverage is the portion of the site which is built on and is a ratio determined by dividing the total site area by the ground floor area of the building. This means the percentage of total site area occupied by structures.
- 5.2.6.3. The ground floor coverage of a dwelling shall not exceed 50% (fifty percent) of the area of the stand. Single storey coverage 50% (fifty percent). Double storey coverage 50% (fifty percent).
- 5.2.6.4. The FAR is the ratio of the total floor area of buildings on a certain location to the size of the land of that location, or the limit imposed on such a ratio. The FAR of any double storey residence may not exceed a ratio of 0.8 of the stand size. Basements are exempt from FAR.
- 5.2.6.5. The ground floor first floor ratio represents the percentage of the first floor coverage divided by the ground floor coverage. (The ground floor coverage may not exceed 50% (fifty percent) of the stand area). The upper storey of any dwelling shall not exceed 60% (sixty percent) of the actual built area of the ground floor structures. This area may not be calculated on the stand area but the footprint of the building.

5.2.7 HEIGHT RESTRICTION

- 5.2.7.1. Not more than two storeys shall be erected vertically above each other, nor shall the height of any part of the structure exceed 8.5m (eight point five) meters above the natural ground level vertically below that point. Architectural projections e.g. chimneys are excluded from this limitation.

5.2.8 BUILDING LINES

- 5.2.8.1. No structures shall be erected outside the building lines imposed by the town planning scheme provided that the HOA shall in its sole and absolute discretion be entitled but not obliged, to support an application to the Local Authority for the relaxation of those building lines. Details of the building lines imposed by the Local Authority are obtainable from the Estate Manager or from the Local Authority building control department.
- 5.2.8.2. Building lines prescribed by the HOA forms an envelope on the member's stand. The purpose of the use of the envelope is to ensure that stands can be developed optimally, i.e. built volume on each stand is maximised in a way that does not adversely affect neighbouring stands. Note that chimneys are allowed to protrude out of this envelope.
- 5.2.8.3. Example drawings of the envelope is attached in Appendix B, while the basics are:
 - 5.2.8.3.1. For the first 3 (three) meters of each site on the street side boundary of the stand (of the stand, NOT THE STREET) no building is allowed whatsoever. This is to ensure an open, spacious and interconnected ambience to the development.
 - 5.2.8.3.2. The front/street angle of the envelope is 45° (forty five degrees) in the case of a totally 'flat' stand. On angled stands, add or subtract the gradient of the stand to the 45° (forty five degrees), depending whether the angle is positive or negative.
 - 5.2.8.3.3. The back angle is 1 (one) meter from the boundary, and for double stories, 70° (seventy degrees) to the horizontal, starting from 3 (three) meters high.
 - 5.2.8.3.4. The side angle is 1 (one) meter from the boundary, and for double stories, 60° (sixty degrees) to the horizontal, starting from 3 (three) meters high.
 - 5.2.8.3.5. Although the envelope is 3 (three) meter high on its sides, the stand boundary walls/art is limited to 1.8 (one point eight) meters.

5.2.9 TIME LIMITS FOR CONSTRUCTION AND OCCUPATION

- 5.2.9.1. No building operations shall be executed on Saturdays, Sundays or public holidays under any circumstances.
- 5.2.9.2. Building operations on respective stands shall commence within the period as contracted initially with the Developer by the first owner and be completed within 12 (twelve) months thereafter. If not, a penalty shall be applied, without prejudice of any of the HOA's rights to take whatever steps are necessary in terms of the Articles or in law.
- 5.2.9.3. The penalties mentioned in Rule 5.2.9.2. are:

- 5.2.9.3.1. Two (2) times the normal monthly levy for the first six (6) months after date of expiry.
- 5.2.9.3.2. Three (3) times the normal monthly levy for the next three (3) months.
- 5.2.9.3.3. Four (4) times the normal monthly levy, until 31 August 2007.
- 5.2.9.3.4. Penalties regarding empty stands after 31 August 2007:
 - 5.2.9.3.4.1. R250.00 (two hundred and fifty rand) per day with effect from 1 September 2007, if the approved house plans by the City of Tshwane building department is not submitted on or before 31 August 2007.
 - 5.2.9.3.4.2. R250.00 (two hundred and fifty rand) per day if building activities has not commenced within a period of 12 months calculated from 15 February 2007.
 - 5.2.9.3.4.3. Prior to 31 August 2007 and during the building period the penalties referred to in Rule 4.6.6.2.will be in force.
 - 5.2.9.3.5. The penalties mentioned in Rule 5.2.9.2. are only to be lifted on presentation of an Occupancy Certificate issued by the Local Authority to the Estate Manager.
 - 5.2.9.3.6. Stands purchased, subsequent to the initial purchase, for the purposes of building would receive a fifteen (15) month exemption on the following conditions:
 - 5.2.9.3.6.1. Building plans submitted to the HOA for approval within three (3) months from date of registration; and
 - 5.2.9.3.6.2. Building activities to be completed within fifteen (15) months from date of registration.
 - 5.2.9.3.7. Should any one of the conditions in Rule 5.2.9.3.4.2 not be adhered to, the penalties as per 4.6.6.2 will be back dated to the date of registration.
 - 5.2.9.3.8. Penalties regarding stands, where building activities have been commenced before 31 May 2008 and no Occupancy Certificate has been issued by the Local Authority on or before 31 August 2009:
 - 5.2.9.3.8.1. R250.00 (two hundred and fifty rand) per day with effect from 1 September 2009 where no current building activities are underway.
 - 5.2.9.3.8.2. Where building activities are currently underway and during the building period the penalties referred to in Rule 5.2.9.2. will be in force.
 - 5.2.9.3.8.3. The penalties mentioned in Rule 5.2.9.3.8.2 are only to be lifted on presentation of an Occupancy Certificate issued by the Local Authority to the Estate Manager.
 - 5.2.9.3.8.4. "Half built" property purchased, for the purposes of completion of the building activities would receive a fifteen (15) month exemption to complete the building activities and obtain the required Occupancy Certificate from the Local Authority.
 - 5.2.9.3.8.5. Should Rule 4.6.6.3.8.4. not be adhered to, the penalties as per Rule 5.2.9.3.8.1 will be back dated to the date of registration.
- 5.2.9.4. The provisions of Rule 5.2.9.2 and the provisions of Rule 5.2.9.3 shall not be applicable to the properties, which are intended to be sold by Irene Land Corporation in accordance with the Application for the establishment of a land development area known as Irene Extension 176 and 177. The following time limits shall be applicable for the properties sold under Extension 176 and 177:
 - 5.2.9.4.1. The building plans must be submitted to the HOA ASC within 3 (three) months from the date of transfer from the Irene Land Corporation to and the registration of the property into the name of the first new owner.
 - 5.2.9.4.2. The building activities (building works) must be completed within 15 (fifteen) months from the date of the registration as referred to in Sub-Clause 5.2.9.4.1 above and the Certificate of Occupation issued by the Tshwane City Council.
 - 5.2.9.4.3. The above time limits shall be binding *mutatis mutandis* on any second or follow up owners to the extent that these time limits shall not be extended, regardless of the number of new owners. Therefore at all times the building activities (building works) must be completed within 15 (fifteen) months from the date of first registration into the name of the first owner.
 - 5.2.9.4.4. If the building activities (works) are not completed on the due date in accordance with this rule, a penalty of R250.00 (two hundred and fifty rand) per day shall apply until the Certificate

of Occupation is issued. The HOA reserves its rights to take whatever steps are necessary in terms of the Memorandum of Incorporation or in law.

5.2.10 WATER

5.2.10.1. Water for household use on the Property is supplied by the Local Authority. All stands on the Property are serviced for water supply. Application has to be made for a water connection on each individual stand at the water department at the Local Authority. The Local Authority shall after application and payment of the prescribed fee, do the installation of a water meter, for each stand.

5.2.11 SEWERAGE

5.2.11.1. The sewerage connections for the Property are all supplied by the Local Authority. All proclaimed stands are already serviced.

5.2.12 ELECTRICITY

5.2.12.1. All proclaimed stands are already reticulated by the Local Authority for electrical supply. The Local Authority shall after application and payment of the prescribed fee, install an electricity meter, for each stand.

5.2.13 OTHER

5.2.13.1. Exterior Treatment

5.2.13.1.1. All finishing materials, colour combinations and combinations of finishing materials must be submitted to the ASC for its recommendation and approval by the HOA before submission of building plans to the local authority if applicable. The above mentioned must form a harmonious whole with the surrounding residences and general area. The various styles permitted in the Estate, will all contribute to the rural earthly feel of the Estate. All building plans and designs will therefore be evaluated within the said framework. Details of the various styles can be obtained from the Estate Manager's office.

5.2.13.1.2. Only window frame materials and designs forming part of the particular architectural design will be allowed.

5.2.13.1.3. All exterior walls that require painting must be painted in an earth-like colour, which must be approved by the Estate Manager prior to the painting work being carried out. In the instance that the member disputes the decision of the Estate Manager, the matter shall be referred to the HOA Board, whose decision shall be final.

5.2.13.1.4. Any paint work carried out that does not comply with this rule, shall carry a penalty of R5,000 (five thousand rand). Alternatively, the member will be afforded the opportunity to repaint the affected exterior walls within a prescribed period and in accordance with this rule.

5.2.13.2. Walls

5.2.13.2.1. Wall finishes may be plastered and painted, face brick or stonework. No raw or unfinished plaster will be permitted. In cases where rough or textured plaster work, or a paint-technique finish is proposed, the HOA may request a sample before granting approval. External woodwork - for instance exposed beams, pergolas, shutters, etc. must be regularly maintained to the satisfaction of the HOA. All painted surfaces must be regularly maintained to the satisfaction of the HOA. All exterior walls without a roof must have a coping that meets with the approval of the HOA.

5.2.13.3. Roofs

5.2.13.3.1. Roofs may be gabled or hipped as is appropriate to the architectural design of the home. Roofs will be evenly double-pitched and such double-pitched roof will constitute no less than 80% (eighty percent) of the roofed area of the dwelling, including outbuildings and patios. The remaining roofed area may be flat-roofed. Flat roofs must be constructed as a concrete slab surrounded by parapet walls and a non-reflective finish. No mono pitches will be allowed. Calculations for the pitched and flat roof ratios must be included with the building plans for approval.

5.2.13.3.2. Concrete tiles and slate roofs are permitted. Colours are to be approved by the HOA who may request a sample of the intended tile if necessary. No thatch or metal sheeting will be permitted.

5.2.13.4. Garages

5.2.13.4.1. Colours and/or design of the doors are to be approved by the HOA who may request a sample of the intended garage doors. No sink/metal sheeting will be permitted. The following garage doors will be allowed:

- Wood,
- Powder coated metal imprints, and
- Wood/steel combinations;

5.2.13.4.2. No garage, tool shed or storage room placed separately from the residence will be allowed without the approval of the HOA. Each dwelling shall have a private lock-up garage for a minimum of two and a maximum of four vehicles. Any carports must be approved by the HOA within the framework of the total design of the residence and aesthetical quality of the area. No shade netting will be permitted.

5.2.13.4.3. Any garage door that does not comply with Rule 5.2.13.4.1. shall carry a penalty of R500.00 (five hundred rand) as per Rule 3.8. The member will be afforded the opportunity to install a garage door provided for in Rule 5.2.13.4.1 or to obtain approval from the Board on recommendation by the ASC as provided for in Rule 5.2.4.1.

5.2.13.5. Driveways

5.2.13.5.1. All driveways shall have a paved, stable, permanent surface. No painted or asphalt driveways will be allowed. The following driveway materials will be allowed:

- Brickwork
- Pavers (excluding interlocking pavers)
- Cement cobbles or simulated stone cobbles.

5.2.13.5.2. In the instance where the condition of an existing driveway has deteriorated to such an extent that maintenance is required, the painting of the driveway as a last resort will be allowed by the Board with the following conditions:

5.2.13.5.2.1. Pre-approval for the painting of driveways must be obtained from the Board in writing;

5.2.13.5.2.2. Only earth like matt colours shall be approved by the Board;

5.2.13.5.2.3. Only commercial recognised paving paint shall be allowed;

5.2.13.5.2.4. The painting of kerb-stones is strictly prohibited; and

5.2.13.5.2.5. Any driveway that does not comply with this rule, shall carry a penalty of R5,000.00 (five thousand rand). The member will be afforded the opportunity to redo the driveway to comply with Rule 5.2.13.5.1. within a prescribed period or to obtain approval from the Board to paint the driveway in terms of Rules 5.2.13.5.2.1.- 5.2.13.5.2.5.

5.2.13.6. Swimming Pools and Tennis Courts

5.2.13.6.1. Any swimming pool or tennis court to be constructed to the specifications of the ASC, which include, but are not limited to the following:

- Composition of the construction material thoroughly tested and accepted by the industry for such construction.
- Fencing of a pool area on the street frontage must be in harmony with the architectural design of the dwelling. No sparred steel fencing will be allowed.

5.2.13.6.2. Any pool area otherwise accessible from public areas must be provided with a childproof gate.

5.2.13.7. Sight distance at intersections

5.2.13.7.1. No walls, hedges, shrubs and/or foliage higher than 1 (one) metre will be allowed on corner stands within the street splays as created by a street intersection. Any trees within these areas shall be maintained in such a way as not to interfere with sight distances.

5.2.13.8. Air-conditioning units

5.2.13.8.1. Any such units on the outside of walls shall be effectively screened and camouflaged to the satisfaction of the HOA.

5.2.13.8.2. Units not to be fitted higher than 1.5m (one point five metres) from the natural ground level on the outside of walls.

5.2.13.9. Awnings

5.2.13.9.1. Only awnings, canopies or shutters as approved by the HOA will be allowed.

5.2.13.10. Antennae & Aerials

5.2.13.10.1. No antennae or aerials (including satellite dishes) affixed to a building shall protrude above the highest point of any building without the approval of the HOA.

5.2.13.11. Signs

5.2.13.11.1. With the exception of professional signs not exceeding dimensions of 300mm (three hundred millimetre) by 600mm (six hundred millimetre), no other signage will be allowed. Property Agents marketing boards will only be allowed directly in front of the relevant property. A standard size for these boards will be determined by the HOA. Only agents approved by the HOA may operate within the Property.

5.2.13.12. Boundary Fencing/ Walling

5.2.13.12.1. All boundary fencing will consist of brickwork, or any other material approved by the HOA. No pre-cast walling of any nature will be allowed. No street frontage boundary fencing of any kind will be allowed. Side boundary fencing between the relevant envelope for the dwelling and the street boundary is restricted to a natural hedge not higher than 0.5m (point five metres).

5.2.13.13. Miscellaneous

5.2.13.13.1. Solar water heating systems are defined, for purposes of this rule, as a system which consists of one, or more solar panels, which are installed on the exterior sloping area of the roof and the solar geyser which should be installed in the roof voids. Alternative to the solar geyser being installed in the roof voids, the geyser may be installed on the exterior sloping area of the roof. However, the geyser may not be installed on any form of rack, or structure that causes the rack and/or geyser to exceed above the ridge of the roof. The colour of the geyser must match the colour of the roof. No exposed pipes are permitted above the first floor level. Any existing solar panels, or geysers that have been installed on the roof, and any solar panels and/or geysers which will be replaced, must conform to these rules. Prior to the installation of a solar water heating system, approval must be obtained by the member from the HOA.

5.2.13.13.2. Outbuildings and additions shall match the original design and style, both in elevation and in material usage.

5.2.13.13.3. Staff accommodation and kitchens shall open onto a screened courtyard or patio.

5.2.13.13.4. Yard walls and screen walls shall complement the basic materials of the buildings.

5.2.13.13.5. All washing lines and kitchen courtyards or entrance to staff quarters shall be fully screened from the street elevation or other visible elevations, i.e. from the open spaces or neighbouring stands.

5.2.13.13.6. All geysers and pipes fitted outside on flat roofs are to be enclosed in an aesthetical pleasing enclosure.

5.2.13.13.7. All plumbing drain pipes from the first floor level shall be enclosed or screened from public view from the street or the open spaces and from neighbouring properties. (Cavity wall or duct designs are encouraged). To screen ground floor ventilation, OVPs and drainpipes, landscaping is encouraged.

5.2.13.13.8. No porta-pools above natural ground level shall be permitted.

5.2.13.13.9. Water tanks may be installed. The water tanks must not be visible from the street front. The colour of the water tank, including that of any gutters and or downpipes must be an aesthetically pleasing earth like colour, which must satisfy the HOA. Members must inform the Estate Manager of the installation of the water tank(s).

5.2.13.14. Use of Generators

5.2.13.14.1. Generators must be positioned out of sight from the street front.

- 5.2.13.14.2. Generators must have a manufacturer's low noise level function measuring 75 d/m (seventy five).
- 5.2.13.14.3. If the generator is installed on the outside of the building, it must be screened off to the satisfaction of the HOA Board.
- 5.2.13.14.4. All visible cabling must be placed in an approved duct as prescribed in the industry and to the satisfaction of the HOA.
- 5.2.13.14.5. All generators must be equipped with a change-over switch.
- 5.2.13.14.6. It is the Owner's responsibility to ensure that the installation is done according to the relevant laws, by-laws and regulations.
- 5.2.13.14.7. Members must comply with these guidelines.

5.2.14 SERVITUDE

- 5.2.14.1. There is a 4 (four) metre security servitude on the perimeter fence. No structures may be erected and no gardening, other than the planting of grass is permitted within the servitude.

5.2.15 GEO-TECHNICAL STANDARDS

- 5.2.15.1. The members of the HOA, their tenants and contractors shall at all times adhere to the Dolomite Risk Management requirements according to the By-laws of the City of Tshwane Metropolitan Municipality, which shall include all Geo-Technical Standards set by the Municipality and/or in accordance with the National Building Regulations or any Dolomite Risk Management Plan adopted from time to time by the Board for execution thereof by the members. Any non-compliance by a member with this rule shall carry a penalty of at least R150.00 (one hundred and fifty rand) per day or per incident.
- 5.2.15.2. Water leaks: The Estate Management shall from time to time carry out water leak inspections, which shall include the inspection of household water meters. In the instance where the Estate Management notifies a member in writing that his water meter appears to be leaking, then in such instance the member of the property shall at his own costs ensure that the leak is inspected by a qualified plumber or a leak detection expert without delay and submit a progress report or a fault finding report to the Estate Management within 7 (seven) days after such notice. If a water or sewer leak is detected on the property of a member, then the member will be responsible to have such leak repaired at his own costs without any delay. The non-compliance by a member of this rule shall carry a penalty of R500.00 (five hundred rand) together with a compliance date. The failure or refusal by the member to comply with duly given notice could result in further penalties until fully complied with.

5.2.16 LANDSCAPING

- 5.2.16.1. All members are encouraged to plant exclusively indigenous trees and shrubs in their private gardens to assist in collectively attracting bird and insect life to the Property.
- 5.2.16.2. The landscaping of the open spaces and pedestrian pathways shall be approved by the HOA.

5.2.17 SECOND DWELLINGS

5.2.17.1. General:

- 5.2.17.1.1. These second dwelling rules must be read in conjunction with the current HOA Rules;
- 5.2.17.1.2. The HOA may, on application by the owner of an erf give consent to or refuse a dwelling being sub-divided in such a way as to accommodate more than one family.
- 5.2.17.1.3. No owner may erect and use more than 1 (one) dwelling unit on an erf, which zoned residential 1 (one).
- 5.2.17.1.4. Any staff quarters having any similarity to the conditions below will be regarded as a second dwelling.
- 5.2.17.1.5. The floor area of staff quarters shall not exceed 40m² (forty square metres) including ablutions.
- 5.2.17.1.6. The staff quarters may be not be detached from the main dwelling.
- 5.2.17.1.7. No additional garage shall be provided on site for the staff quarters.
- 5.2.17.1.8. All the rooms in the main dwelling and outbuildings to be clearly designated and in accordance with the Local Municipal requirements.
- 5.2.17.1.9. Staff quarters may only be constructed concurrently or after the successful construction the approved dwelling.

5.2.17.2. Special and over-riding conditions:

- 5.2.17.2.1. It is a specific condition that two kitchens or kitchenettes will not be allowed and any plumbing suspect of such an intension will be rejected.
- 5.2.17.2.2. A staff quarter may not be multi-storey. Motivation must be given if sited on the first floor of a dwelling. The HOA may request the written consent of the directly affected adjoining owners which shall include the endorsement, of signatures, full names and addresses on the relevant plans, save that in the event of one or more adjoining owners refusing endorsement the consent of the HOA shall be final and binding.

5.2.17.3. Building lines:

- 5.2.17.3.1. For the approval of staff quarters, encroachment over the stipulated building lines will not be allowed without the neighbours consent with due regard to the Architectural Guidelines pertaining to the FAR and envelope.

5.2.17.4. Privacy:

- 5.2.17.4.1. For the approval of staff quarters the owner will have to comply with maximum privacy requirements deemed necessary by the HOA.

5.2.17.5. Artist impression:

- 5.2.17.5.1. Should the HOA view any submission as a second dwelling, the HOA will request the applicant to submit a 3D Artist Impression by an Architect.

5.2.17.6. General HOA conditions:

- 5.2.17.6.1. A dwelling may not be sub-divided and sold off at any stage under any circumstances.
- 5.2.17.6.2. The HOA reserves the exclusive right to include any further condition to the above at any stage, or to overrule any ambiguous situation at any time.
- 5.2.17.6.3. The decision of the HOA at concept and/or working drawing stage will be final and binding.
- 5.2.17.6.4. Any addition or alteration deemed to be a second dwelling by the HOA will be considered in terms of these rules. This Rule applies retrospect and/or for future submissions being made.

5.2.18 DAMAGE TO HOA PROPERTY

- 5.2.18.1. The damage to any HOA property is prohibited. The transgression of this rule shall carry a minimum penalty of R500.00 (five hundred rand). The responsible member in terms of the HOA Rule 4.1.2 shall be liable for any costs incurred by the HOA, or on behalf of the HOA to repair or replace the damaged property to the original or natural condition that it was in before the damage thereof.

5.2.19 VERBAL ABUSE

- 5.2.19.1. The verbal abuse of any HOA member, Director, office bearer, staff member of the HOA or any person acting on behalf of the HOA is prohibited. The transgression of this rule shall carry a minimum penalty of R1,000.00 (one thousand rand).

6. FINES AND PENALTIES

As per Rule 3.8 all prescriptions not adhered to, whether indicated as carrying a penalty or not, will be subject to a fine of at least R500.00 (five hundred rand) which could be applied per day.

Transgressions/Offences	Penalty
6.1 Building without approved plans	R500.00 per day
6.2 Dogs and cats roaming the Property outside the stands of the owners	R500.00 per incident
6.3 Trailers/caravans/quad bikes/ not screened off	R500.00 per day
6.4 Riding of quad bikes/golf carts in Estate	R500.00 per incident
6.5 Wendy houses without approval	R500.00 per month
6.6 Urinating in public	R500.00
6.7 Burning of any form of waste material on site	R500.00

Transgressions/Offences	Penalty
6.8 Non-registered worker/illegal immigrant on Property	R1,000.00
6.9 Rubble lying on street or open space	R2,000.00
6.10 Door of contractor's toilet on building site not secured	R500.00
6.11 Worker on-site after hours	R500.00
6.12 Flush and cleaning of concrete trucks on open stands or open spaces	R1,000.00
6.13 Not driving on dedicated roads	R500.00
6.14 Building equipment stored on open stands or open areas	R500.00 per day
6.15 Workers found wandering and/or loitering, i.e. not at their sites	R1,000.00 per worker
6.16 Any equipment utilised on any of the roads on the Property not equipped with rubber tyres	R5,000.00
6.17 Workers found using alcohol, drugs or any other intoxicating substances within the Property	R1,000.00
6.18 Damage to kerbs, light poles, neighbouring stands, plants etc.	Cost of repairs plus 50% admin fee
6.19 Contractors' display and notice board non-compliance	R500.00 per day
6.20 Illegal electricity/water connection	R1,000.00
6.21 No toilet/non-functional toilet	R500.00 per day
6.22 Cleanliness on site lacking	R500.00 per day
6.23 Unsafe building site – dangerous to residents	R1,000.00
6.24 Speeding, ignoring stop signs, reckless driving, unlicensed vehicle and all traffic violations	R500.00
6.25 Non-compliance with Property access and egress	R500.00
6.26 Contractors egress in respect of time restrictions	R500.00
6.27 Dumping anywhere in the Property	R5,000.00
6.28 Removal or damaging of trees or any other plant in the Property not located on own stand	R1,000.00

7. FEES

- 7.1 Registration of Domestic/Gardener or any household employee – R50.00 per year.
- 7.2 Refundable development deposit – R10,000.00 for new developments.
- 7.3 Refundable development deposit – R5,000.00 for any additions.
- 7.4 Plan scrutiny fee for a new house – R2,500 (two thousand five hundred rand), which include the submission to the ASC and one revision. R750.00 (seven hundred and fifty rand) to be charged for subsequent revisions.
- 7.5 All additions or alterations to a member's property shall be submitted to the ASC for review and recommendation to the HOA Board for approval and the member shall be liable to pay the following fees:
- 7.5.1 Large additions or alterations (18m² (eighteen square metres) and bigger): R1,500.00 (one thousand five hundred) which shall include the first submission for review by the ASC and one (1) revision. The amount of R750.00 (seven hundred and fifty rand) will be charged for each subsequent submission.

- 7.5.2 Small additions or alterations (18m² (eighteen square metres) and smaller): R1,000.00 (one thousand rand) which shall include the first submission for review by the ASC and one (1) revision. The amount of R750.00 will be charged for each subsequent submission.
- 7.5.3 Swimming pools/walls: R750.00 (seven hundred and fifty rand) which shall include the first submission for the review by the ASC and one (1) revision. The amount of R750.00 (seven hundred and fifty rand) shall be paid for each subsequent submission.
- 7.5.4 Should it be required of the ASC to do an inspection loco, the member shall pay the fee of R1,800.00 (one thousand eight hundred rand) per hour, or any part of an hour, for the appointed HOA Architect to carry out such inspection.
- 7.5.5 For any other consultation, excluding the above fee arrangements, that are requested by a member with the appointed HOA Architect, the member shall be liable for the consultation fee of R1,800.00 (one thousand eight hundred rand) per hour or part of an hour.
- 7.6 Estate Agent Accreditation fee – R9,500.00 (nine thousand five hundred rand per annum and two back page advertisements in the in-house magazine).
- 7.7 Non-accredited Estate Agent registration fee – R2,500.00 (two thousand five hundred rand) per house.
- 7.8 Access cards and permits – R50.00 (fifty rand) for 3 (tree) months.
- 7.9 Temporary contractor’s cards and permits – R15.00 (fifteen rand) per day.
- 7.10 Private photo copies made in the Estate’s office – R5.00 (five rand) per single sided page.
- 7.11 The cost for requesting and/or making of copies of any other HOA document as provided for in the Promotion of Access to Information Act, 2000 and the Protection of Personal Information Act, 2013 is outlined in the table below:

Type of activity involved in producing the record or personal information	Rate (incl. VAT)
For every photocopy of an A4-size page or part thereof	R1.25
For every printed copy of an A4-size page or part thereof held on a computer or in electronic or machine-readable form	R0.86
For a copy in a computer-readable form on stiffer disc	R8.55
For a copy in a computer-readable form on compact disc (CD)	R79.80
For a transcription of visual images, for an A4-size page or part thereof	R45.60
For a copy of visual images	R68.40
For transcription of an audio record, for an A4-size page or part thereof	R22.80
For a copy of an audio record	R34.20
Each hour or part of an hour (excluding the first hour) reasonably required to search for and prepare the record/personal information for disclosure	R34.20
For posting the record/personal information	Actual postage incurred
For confirming whether or not IFV HOA handles personal information of the requestor (POPI s23(1)(a) request)	Free of charge

8. REVIEW

- 8.1 The above amounts – Rules 6 and 7 excluding Rule 7.8 (applicable as at 5 September 2013), in respect of penalties and fees, are subject to review from time to time. The amended and/or reviewed details and effective dates shall be published in the official newsletter from time to time.
- 8.2 The amounts in Rule 7.11 (applicable as at 3 August 2017), in respect of fees are subject to change linked to any amendment to either the Promotion of Access to Information Act, 2000 and the Protection of Personal Information Act, 2013. The amended and/or reviewed details and effective dates shall be published in the official newsletter from time to time.

APPENDIX A – LIST OF APPROVED TREES:

Botanical Name	Common Name	Afrikaans	Dimensions	Other Characteristics
Acer Buergerianum	Chinese Maple	Sjinese Elm	③□○☒7m x 3.5m	Adventitious Root
Acer Palmatum	Japanese Maple	Japanese Elm	③□☒☒5m x 3m	
Albizia Julibrissin	Pink Silk Tree	-	②□○☒8m x 8m	☼
Betula Pendula	Silver Birch	Wit Berk	③□○☒10m x 4m	Adventitious Root
Bolusanthus Speciosus	Tree Wisteria	Vanwykshout	③□○☒8m x 3m	◆☼🦋🦉🦌 Tap Root
Caesalpinia Ferrea	Leopard Tree	Luiperdboom	②□○☒8m x 8m	☼
Celtis Africana (Sinensis)	White Stinkwood	Witstinkhout	②□○☒10m x 9m	◆🦋🦉🦌 Berries/Taproot
Cinnamomum Camphora	Camphor Tree	Kanferboom	Geskrap	
Combretum Erythrophyllum*	River Bush Willow	Rivier Vaderlandswilg	0③□○☒10m x 8m	◆🦉
Dais Cotonifolia	Pompon Tree	Basboom / Kannabas	②■○☒6m x 2m	◆☼
Ekebergia Capensis*	Cape Ash	Kaapse Essenhout	②■○☒10m x 8m	◆☼🦋🦉🦌 Fruit
Fraxinus Americana	Whiteash (American Ash)	Amerikaanse Es	③□○☒15m x 8m	☼Fruit
Kiggelaria Africana*	Wild Peach	Wildeperske	②■○☒8m x 6m	◆☼🦋🦉
Liquidambar Styraciflua	Amber Tree	Amberboom	③□○☒12m x 3m	Tap Root
Loxostylis Alata*	Tar Wood	Teerhout	②■○☒5m x 2.5m	◆☼ Tap Root
Millettia Grandis	Ironwood	Wit Ysterhout	②■○☒6m x 5m	☼
Olea Europea, Sub.Africana	Wild Olive	Olienhout	③■○☒10m x 3m	◆🦉🦌 Berries /Tap Root
Quercus Palustris	Pin Oak	Amerikaanse Moereseik	③□○☒15m x 9m	
Rhus Lancea*	Karree	Kareeboom (Bergkaree)	②■○☒8m x 6m	◆🦉🦌 Berries/Tap Root
Rhus Pendulina	White Karree	Wit Karee	②■○☒8m x 4m	◆🦉🦌 Tap Root
Robinia Pseudoacacia 'Umbraculifera'	Mophead	Vals Akasia	③□○☒13m x 6m	
Trichelia Dregeana*	Forest Mahogany	Bosrooi Essenhout	①■○☒13m x 6m	◆🦋🦉🦌 Berries

- ① Tender /Gevoelig
 ③ Hardy/Gehard
 ■ Semi-Deciduous/Bladwisselend
 □ Full Sun/Vol Son
 ☒ Partial Shade/Vereis Sonlig, Verdra Skaduwee
 m Grown Height/Volwasse Hoogte X Width/Wydte
 ◆ Water Wise (Plants >6 Months/Plante >6 Maande)

🦋 Butterflies/Skoenlappers

🦌 Game/Wild

☼ Flowers/Blomme

Tap Root = Penwortel

*New To List/Nuut Tot Lys

- ② Fairly Hardy/Redelik Gehard
 □ Deciduous/Bladwisselend
 ■ Evergreen/Immergroen
 ☒ Exotic/Eksoties
 ☑ Indigenous/Inheems

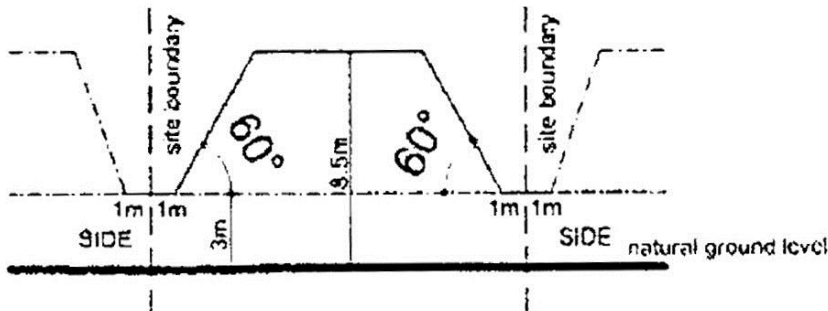
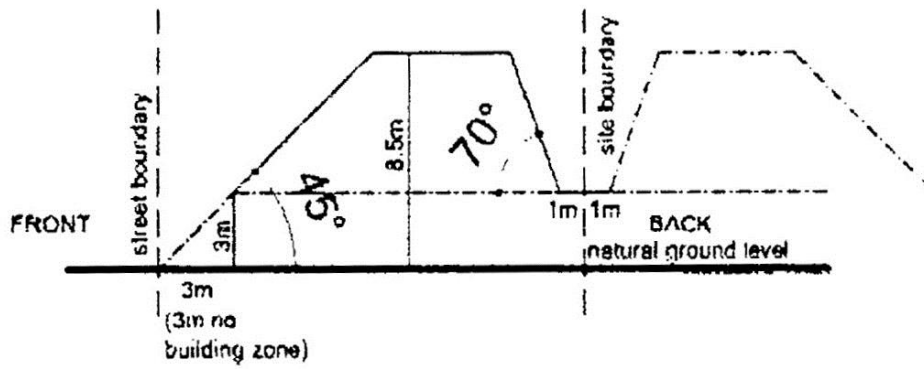
🦉 Birds/Voëls

🦌 Fragrant/Geurig

⚡ Thorns/Dorings

Adventitious Root = Bywortels

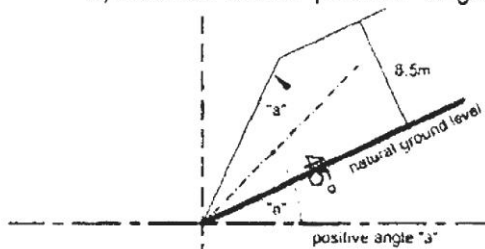
APPENDIX B – BUILDING ENVELOPE:



The "front" angle is at 45 degree in the case of a totally "flat" site.

On "angled" sites, determine one "average" angle:

- on sites with a "positive" angle, add that average angle to 45 degree.



- on sites with a "negative" angle, deduct 75 % of angle "a" from 45 degree.

