



IRENE FARM VILLAGES HOME OWNERS ASSOCIATION

RULES AND REGULATIONS

October 2025

INDEX

1. THE HOME OWNERS ASSOCIATION (HOA)	1
2. DEFINITIONS	1
3. ADMINISTRATION	2
4. THE RULES	4
4.1. INTRODUCTION	4
4.2. PETS	4
4.3. DOMESTIC AND GARDEN WORKERS	5
4.4. NEIGHBOURLINESS AND RELATED ISSUES	6
4.5. PROPERTIES	9
4.5.1 GARDEN	9
4.5.2 WALLS/ EXTERIOR	10
4.5.3 RUBBISH	10
4.5.4 TEMPORARY STRUCTURES, VEHICLES, TRAILERS, BOATS, GARAGE	10
4.5.5 REPAIRS	11
4.5.6 OPEN SPACES/ PARKS	11
4.6. BUILDERS	12
4.6.1 INTRODUCTION	12
4.6.2 LEGAL STATUS	12
4.6.3 GENERAL	12
4.6.4 OBLIGATIONS OF MEMBERS	13
4.6.5 REGISTRATION	14
4.6.6 BUILDING OPERATIONS	14
4.6.7 SITE ACCESS AND EGRESS	15
4.6.8 LABOURERS	15
4.6.9 DISCIPLINE	16
4.6.10 HOUSEKEEPING	16
4.6.11 STATUTORY REQUIREMENTS AND RELATED ISSUES	17
4.7. SECURITY	17
4.8. PROPERTY TRANSACTIONS	18
4.8.1 GENERAL	18
4.8.2 ESTATE AGENT	18
4.8.3 DISCLOSURE OF INFORMATION	19
4.9. TENANT POLICY	19
5. ARCHITECTURAL GUIDELINES	20
5.1. INTRODUCTION	20
5.2. GENERAL	20
5.2.1 PAYMENTS	20
5.2.2 DEVELOPMENT DEPOSIT	20
5.2.3 COPIES REQUIRED	21
5.2.4 APPLICATION OF GUIDELINES	21
5.2.5 TOWN PLANNING	22
5.2.6 DWELLINGS	22
5.2.7 HEIGHT RESTRICTION	22
5.2.8 BUILDING LINES	22
5.2.9 TIME LIMITS FOR CONSTRUCTION AND OCCUPATION	23
5.2.10 WATER	24

5.2.11	SEWERAGE	24
5.2.12	ELECTRICITY	24
5.2.13	OTHER	24
5.2.14	SERVITUDE	28
5.2.15	GEO-TECHNICAL STANDARDS.....	28
5.2.16	LANDSCAPING	29
5.2.17	SECOND DWELLINGS	29
5.2.18	DAMAGE TO HOA PROPERTY	30
5.2.19	VERBAL ABUSE	30
6.	FINES AND PENALTIES	30
7.	FEES.....	31
8.	REVIEW.....	32
	APPENDIX A – LIST OF APPROVED TREES:	33
	APPENDIX B – BUILDING ENVELOPE:	34
	APPENDIX C - PERGOLAS:	35

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 rules will 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, unless the contrary appear from the contents, *mutatis mutandis* apply to all members, the members of their households, their guests, lessees, tenant, 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 have no decision-making powers. The ASC, same as the other sub-committees, makes recommendations for approval or disapproval to the Board of Directors of the HOA.
- 1.7. The Architectural Guidelines has the status and is 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, tenants, 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, its 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 have the meaning set out in the MOI and the additional meanings set out hereunder respectively, whenever used in this document:

- 2.1. "Agency" means the Agent or property business that is registered with the Property Practitioners Regulatory Authority (PPRA).
- 2.2. "Agent" means an agent of or a person in the employ of an Agency and who is registered as such with the Property Practitioners Regulatory Authority (PPRA).
- 2.3. "the Architectural Guidelines" means the architectural guidelines formulated by the Board of Directors and amended from time to time.

- 2.4. "Memorandum of Incorporation" means the Memorandum of Incorporation (MOI), incorporated in accordance with The Companies Act, 2008 (Act No 71 of 2008).
- 2.5. "contractor" means a contractor who is registered with the HOA and has access by means of access cards or a temporary permit to the Property or bio-metric access, or by means of any form or kind of electronic authorisation, that is implemented by the HOA currently or in the future.
- 2.6. "Directors" means the Trustees and/or Directors of the HOA as elected by the members at the Annual General Meeting.
- 2.7. "labourer" includes 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.
- 2.8. "open space/s" means current or planned parks, vacant stands, veldt grass which is situated within the perimeter of the Estate.;
- 2.9. "the Environmental Management Committee (EMC)" means the sub-committee appointed by the HOA to manage, control and develop all the open spaces and parks within the Property.
- 2.10. "the Property" means Irene Farm Villages Township, inclusive of all phases thereof.
- 2.11. "Security" has an all-inclusive meaning with reference to the total security protocol, which is required to secure the Irene Farm Villages Home Owners' Association, and which includes the guarding and the associated infrastructures.
- 2.12. "stand" means a stand or erf on the Property, with or without a building structure or structures thereon.
- 2.13. 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.
- 2.14. "Visitor" means any family or friend, who visit the member or the member's tenant as a guest, and which excludes any contractor, contract worker, delivery man, businessman, employee, shuttle and taxi service, ad hoc visitor and the like.
- 2.15. A member is person or persons or entity, that obtained membership of the HOA in terms of Clause 4 of the Memorandum of Incorporation ("MOI") of the Irene Farm Villages Home Owners' Association NPC.
- 2.16. "Vandalism" means any wilful act, whereby the property of the Home Owners Association or private property in the Irene Farm Villages is spoiled, damaged, or destroyed or the designed use thereof precluded or limited
- 2.17. "Mischief" means any actions directly or indirectly resulting in or relating to disturbing the peace and lifestyle of residents personally or as a group, or as a community, inclusive of noise pollution, personal attacks of a physical or emotional nature on persons, security risk creation, circumvention of security and safety measures, altercations of a domestic or neighbourly nature, events bringing the HOA into disrepute and jeopardising safety within the HOA.
- 2.18. "RFID Tag" means a Radio Frequency Identification Device issued and registered by the Estate for the sole purpose of vehicle access control. The RFID tag enables authorised vehicles to be identified and granted entry at designated access points. All RFID tags remain the property of the Estate and must be used in accordance with these Rules.

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, Assistant 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 must 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 must be paid by the member. Legal costs are payable 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
 - 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. The notification of the amendment of the Home Owners' Association Rules or the Memorandum of Incorporation by the members at the Annual General Meeting can be given by means of the standard bulk e-mail electronic correspondence-system, which is send to all the members.
- 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. Unless prescribed otherwise in these rules specifically, all prescriptions not adhered to, whether indicated as carrying a penalty or not, will be subject to a fine of at least R1,000.00 (one thousand rand) which could be applied per day or per incident.
- Persistent transgression of rules and regulations may result in eviction from the Property and/or the HOA is entitled to seek legal redress against transgressors. 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. If a member or his/her tenant or visitor or contractor or any person employed by the member persist with the transgression of a specific rule or rules in general, the Board of Directors may in such instance take a decision that the HOA approach the High Court for an order to compel such transgressing person to adhere to such rule or rules. Any legal costs incurred by the HOA in such instance will be borne by the member and debited to the member's levy account.
- 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. The member has the right to make written representation to the HOA Board of Directors within seven (7) calendar days from the date of the notice, that was issued by the HOA or the Estate Manager in terms of this clause.

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.
- 4.1.7. The member is responsible and liable for the conduct of his or her household members, guests, visitors, lessees, tenants, agents, employees, contractors, contractor's workers, delivery or collection persons. The member is liable for the payment of any penalty, that is issued in accordance with these rules, due to the transgression of the rules by any one or more of the herein mentioned persons.
- 4.1.8. Members, or his or her or its household members, guests, visitors, lessees, tenants, agents, employees, contractors, contractor's workers, delivery or collection persons, must treat the security personnel in a co-operative and respectful manner. Failure to act in a co-operative and or respectful manner, may be subject to a penalty as prescribed in Rule 3.8. Any form of abuse of any one or more of the security personnel is prohibited. The transgression of this rule carries a minimum penalty of R1,000.00 (one thousand Rand).
- 4.1.9. Short term rental for less than a month is not allowed, including bed and breakfast guest houses.

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 must wear a collar with a tag indicating the name, stand and telephone number of the member, alternatively dogs and cats must be micro-chipped. All pets found without identification tags will 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 must 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 must 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 will be held liable for all costs incurred by the HOA to act in accordance with the provisions of Rule 4.2., which includes, 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), must be paid by the owner of the pet. If the pet is not claimed 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 will 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 must 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, on behalf of a member or tenant will only be able to access the Property after they were registered at the estate office, and a valid access card was issued to such person by the Estate Management. Such access card must be available on request.
- 4.3.3. All workers, regardless whether a gardener, domestic worker, general labourer, painter, tiller, *au pair* or any kind of *ad hoc* worker may only access the HOA property 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. The i-Neighbour access code must only be given to visitors as defined in Article 2.15 of this Rules and to no other person.
- 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 and labourers must access and exit the Property through the turnstiles.
- 4.3.6. No person will be allowed to exit the Property with goods, without the written permission by the member or tenant of such goods. The Estate Management and the Security Personnel have the right to request proof of such written permission, before the person is allowed to exit the Property.

- 4.3.7. All employees, contractors, contract-workers, drivers, au pairs and any ad hoc visitors who requires access to the Irene Farm Villages, must produce a South African identification document, or a valid driver's licence or a valid passport.
- 4.3.8. All members must register their gardeners, household and domestic workers, au pairs and drivers yearly at the estate office.

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 must not permit unreasonable noise or odours to emanate from his stand.
- 4.4.7. Members must 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 must be at a level which must not cause an irritation to neighbours at all times and must cease completely at 22:00, Sundays through to Thursdays, and at 24:00 on Fridays and Saturdays.
- 4.4.9. Stands must 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 must submit to the HOA the legal approval by the Tshwane City Council for such alternative residential accommodation. Living in garages is prohibited.
- 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?
 - 4.4.12.12. Will there be enough parking facilities on the premises without the visitors' parking on any lawn or in the street?

- 4.4.13. No communes are 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 are permitted on any stand, nor may 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 are to be operated at generally acceptable noise levels and adhere to the general speed limit of 40km/ph (forty kilometres per hour). They must be roadworthy, licensed and riders must wear helmets and must be licensed to drive such vehicles. No motorised vehicle or motorcycles of any kind are allowed on the public walkways or in open spaces, except for 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 has 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 may be carried around, used or discharged on the Property.
- 4.4.21 For the safety of everybody on the Property, the general speed limit within the Estate is 40km per hour (forty kilometres per hour) and must be strictly always adhered to. The contravention of this rule by owners of the Property will be penalizable as follows, which penalty will be added to the owners' levy account:
- | | | |
|-----------|-------------------|------------|
| 4.4.21.1. | 41km/h – 44 km/h | Grace |
| 4.4.21.2. | 45 km/h – 49 km/h | R500.00 |
| 4.4.21.3. | 50 km/h – 59 km/h | R1,000.00 |
| 4.4.21.4. | 60 km/h – 69km/h | R2,000.00 |
| 4.4.21.5. | 70 km/h and above | R3,000.00. |
- 4.4.21.6 According to rule 4.1.2, registered stand owners are responsible for ensuring that their families, tenants, visitors, friends, employees, labourers and contractors abide by these rules. However, rule 4.1.2 will be applied differently where the contravention is committed by any of the aforesaid individuals, which individual has been clearly and objectively linked to the registered stand owner.
- The owner will be charged an administration fee of R250.00, which administration fee will be added to the owners' levy account.
- 4.4.21.7 The owner's family, tenant, visitor, friend, employee, labourer and/or contractor's vehicle will be refused entry into the Estate until such time as the penalty, set out below, has been paid:
- | | | |
|------------|-------------------|-----------|
| 4.4.21.7.1 | 41 km/h – 44 km/h | Grace |
| 4.4.21.7.2 | 45 km/h – 49 km/h | R250.00 |
| 4.4.21.7.3 | 50 km/h – 59 km/h | R750.00 |
| 4.4.21.7.4 | 60 km/h – 69 km/h | R1 750.00 |
| 4.4.21.7.5 | 70 km/h and above | R2 750.00 |
- 4.4.21.8 This rule 4.4.21.7 does not apply to 3rd party delivery vehicles and motorcycles. The Estate will address speeding by these 3rd parties directly with the drivers and/or their employers.

- 4.4.22 The parking of a motorised vehicle or motorcycle of any kind in a park or the common area of the Home Owners' Association or any open spaces is prohibited.
- 4.4.23 The moving and trimming of lawns on Sundays is permitted only between 09h00 and 12h00.
- 4.4.24 No fireworks may be set off on the Property.
- 4.4.25 No person is 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, is a safety risk, for which the member is 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 also applies 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 carries a penalty of R500.00 (five hundred rand) per incident.
- 4.4.28 Any act of vandalism directed at the property of the Home Owners Association or private property of members, tenants, visitors, or contractors will be penalizable with a penalty of R5,000.00, which penalty will be imposed in accordance with the prescription of Rule 4.1.7.
- 4.4.29 Any act of mischief directed at any person on the 'Property' will be penalizable with a penalty of R5,000.00, which penalty will be imposed in accordance with the prescription of Rule 4.1.7.
- 4.4.30 Slaughtering
- 4.4.30.1.1 The slaughtering of animals for cultural or religious purposes are not prohibited in terms of the Constitution of the Republic of South Africa.
- 4.4.30.1.2 The following conditions for slaughtering of animals for cultural or religious purposes shall apply:
- 4.4.30.2.1 Two (2) weeks written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the Estate Manager for approval.
- 4.4.30.2.2 The date and time of the proposed slaughtering.
- 4.4.30.2.3 The type of animal to be slaughtered.
- 4.4.30.2.4 The name and qualification of the person registered by the relevant authority to perform the religious or cultural slaughtering.
- 4.4.30.2.5 Confirmation that the animal will be brought onto the premises immediately prior to the ritual or cultural slaughtering and that all remains of the animal will be removed immediately from the premises after the act of ritual or cultural slaughtering.
- 4.4.30.2.6 A notice from the local authority must accompany the written notice to the Estate Manager, confirming that all by-laws with regards to the ritual or cultural slaughter have been / will be complied with. A certificate from the SPCA must accompany the above written notice to the Estate Manager, confirming that an official from the SPCA will be present at the proposed

event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter.

4.4.30.2.7 The Estate Manager will provide notice to all adjacent members of the date and time of the proposed slaughter.

4.4.30.2.8 Failure to comply with the requirements set out above will entitle the HOA to prevent the act of ritual or cultural slaughtering from taking place on the premises or penalising the owner with a fine of R5 000-00 (five thousand rand).

4.4.31 Alcohol Testing in the Event of an Incident

4.4.31.1.1 In the event that any person within the Estate is involved in an incident, and there exists reasonable grounds to suspect that such person may be under the influence of alcohol, the Estate reserves the right to require immediate alcohol testing.

4.4.31.1.2 Alcohol testing shall be administered without delay by a security officer of the estate who has been duly appointed and certified for this purpose, and such testing shall be conducted using an instrument that is compliant with the applicable statutory and industry standards.

4.4.31.1.3 Should the individual refuse, obstruct, or otherwise fail to submit to the test when requested, a penalty for reckless driving shall be imposed on the member, without exception and without the need for further proof of intoxication.

4.4.31.1.4 The decision of the Estate in respect of the imposition of such penalty shall be final and binding.

4.4.32 CUP – Community Uplifting Precinct Programme

The HOA approves the Board and Estate Management to consult with the City of Tshwane regarding the CUP Programme, to explore a formal agreement for exploring broader collaboration than usual to align with the Estate's needs for infrastructure maintenance and subsidence repairs.

4.5. PROPERTIES

4.5.1 GARDEN

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

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

4.5.1.3. No member may 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 is allowed to plant any tree, plant or shrub in any park or other open space without the approval of the HOA.

4.5.1.9. The shedding of any form of garden refuse onto the property of the Homeowners' Association, or any open veld space within the Property, or onto any private property in Irene Farm Villages or into a stormwater or sewer drain, which forms part of the Tshwane Municipal infrastructure, is prohibited. The transgression of this rule will be penalizable with a penalty of R1,000.00 per infringement.

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 must maintain the exterior of all structures on their stand and all fixtures attached hereto in a sightly manner and must maintain all gutters and other fixtures in a good working order. All colours of walls, fences, roof, gutters, or outbuilding structures of any kind must be painted in an earthy tone as per the HOA rules.
- 4.5.2.2. Each member must maintain his driveway and swimming pool (where applicable) to the satisfaction of the HOA.
- 4.5.2.3. Each member must 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 must 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 may 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 may 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 must 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 may 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 may be parked on a stand, unless in a garage or out of site from the streets and neighbouring stands. Motor vehicles are not allowed to be parked on the lawn of a member's property **for more than 7 (seven) days**, unless during a function at the member's property. During the usual day-to-day running of the household of a member, not more than four (4) motor vehicles are permitted to be parked on the drive-way of a member
- 4.5.4.2. No maintenance, repair or storage of any vehicle are permitted on any stand unless it is done within an enclosed garage. This will exclude normal washing or cleaning of a vehicle. For purposes of this article, the word "storage" means for a period of thirty (30) days and more.
- 4.5.4.3. Garage doors must 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 must 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 must 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 is deemed a breach of these rules.
- 4.5.5.2. The Architectural Guidelines and building rules 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”) is 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 are 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 parties are permitted during the week and on Saturdays between 09h00 and 17h00 and on Sundays between 09h00 and 13h00.
 - The owner or tenant applying for the party must 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’) are 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. 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) will be levied. Any damage caused on the Property must 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, entitles the HOA to effect such reports and debit the member with the cost thereof.
- 4.5.6.7. The member of Stand 2185 was granted permission by the Home Owners’ Association Board of Directors to erect a cricket net in the Half Moon Park on the HOA Stand number 2461, Extension 49, Irene. The current member or any member in perpetuum of Stand 2185, are responsible to maintain the cricket net always to the satisfaction of the Home Owners’ Association and in accordance with the Notarial Deed, duly registered. The following rules are binding on the use of the cricket net (herein after referred to as “the facility”)
 - The facility will be used at the own risk of the user thereof;
 - The facility may only be used for bona fide cricket purposes and for no other activity;
 - Children under the age of 12 years, must be accompanied by an adult;
 - The facility may be used from 09h00 to 18h00 from Monday to Saturday and on Sundays from 15h00 to 18h00;
 - The facility may be used by the residents of the Irene Farm Villages and their visitors;
 - The facility must be used in such away, that other residents or their visitors will have the same opportunity to use the facility;
 - The damage of the facility is prohibited;
 - No music or any loud noise is allowed at or near the facility;
 - No littering is allowed;

- If any of these rules are transgressed, the HOA member of the transgressing party, will be held liable;
- Any transgression carries a penalty of R1, 000;
- In addition to the penalty, the responsible/liable member of the transgressing party, are liable for the costs of any damage to the facility.
- The Home Owners' Association is indemnified of any damage to the property or bodily injury of a member, due to the use of the facility.
- The HOA reserves the right at the decision of the Board of Directors, to close the facility temporarily or permanently, in the instance of any kind of miss-use of the facility.

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 are 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 must formally apply for approval of plans in accordance with the regulations prescribed by the ASC.
- 4.6.3.8. No application for approval of building plans 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 may 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 must 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, entitles 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 are 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) in the instance of a new dwelling, or R5 000 (five thousand Rand) in the instance of any kind of addition and or alteration, 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 formal communication including an e-mail 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 must 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 will result in 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 must ensure that their contractors, project manager, sub-contractor, or suppliers of services and each of their employees and/or each of their representatives 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.

4.6.6 BUILDING OPERATIONS

- 4.6.6.1. No building operations may be executed on Saturdays, Sundays or public holidays under any circumstances.
- 4.6.6.2. Building operations on respective stands must 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 will 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 4.6.6.5 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 must 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 is 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 is 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.

4.6.6.6. After the completion of any building work as contemplated in these rules, the member must obtain a Certificate of Occupation ("COO") from the City of Tshwane. A copy of the COO must be submitted to the HOA estate-office, only where after the final site inspection will be carried out by the HOA. If the building site is found to be in order, the building deposit will be refunded.

4.6.7 SITE ACCESS AND EGRESS

4.6.7.1. All labourers must 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, may 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 are 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 is 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 must be scheduled between 7:00 and 17:00 on weekdays only.

No deliveries on weekends or outside these hours are permitted. Suppliers arriving outside these allowed times will 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, will 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 is via the main gate.

4.6.8 LABOURERS

4.6.8.1. Loitering by labourers is not permitted on the Property.

4.6.8.2. Labourers must 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, must obtain a code.

4.6.8.4. All labourers must 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, may 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 are 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 must be settled outside of the boundaries of the Property.

4.6.9.3. Contractors and their labourers may 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 safe at all times to the satisfaction of the HOA.

All building sites must be screened off from public view to the satisfaction of the HOA. In addition, for safety purposes, reasonable measures must be taken to prevent inadvertent access to the site.

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 must 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 must ensure that all rubble, waste, and refuse generated on site is properly managed. Contractors must provide adequate facilities for collection and disposal of rubble, waste and refuse and ensure that their labourers utilise these facilities. Rubble, waste and refuse must be handled and disposed of in the following ways:

4.6.10.6.1 No rubble waste or refuse may be visible at the site.

4.6.10.6.2 No rubble, waste or refuse may be burnt or buried on site.

4.6.10.6.3 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 must 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 must ensure that special care be taken in the handling, disposal and cleaning-up operations.

- 4.6.10.9. Each owner must 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 may 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 must 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' are permitted. To prevent blockage of the sewerage system only toilet paper may 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 must not exceed 1.5m x 1.5m. The stand number must be displayed on such boards. Boards may 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 will 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 are 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, are not permitted.
- 4.6.10.19. No direct connections to the electricity boxes for extension leads or power tools are allowed. Tshwane Metropolitan Municipality approved electrical connections may 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 must comply with all relevant statutory requirements as set by, inter alia the Local Authority, national or provincial government or other relevant institutions.

These requirements includes 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 must always be adhered to. The security protocol includes the Standing Operational Procedure ("SOP") as amended from time to time by the HOA and as implemented in accordance with the security service level agreements entered between the HOA and its service provider.
- 4.7.2. Members, or his or her or its household members, guests, visitors, lessees, tenants, agents, employees, contractors, contractor's workers, delivery or collection persons, must treat the security personnel in a co-operative and respectful manner.

Failure to act in a co-operative and or respectful manner, will be subject to a penalty as prescribed in Rule 3.8. Any form of abuse of any one or more of the security personnel is prohibited. The transgression of this rule carries a minimum penalty of R1,000 (one thousand Rand)".
- 4.7.3. Every member must request visitors to adhere to the security protocol and must advise security personnel in advance of pending arrivals of visitors or obtain pre-approval access through the click-on system.
- 4.7.4. Members must 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. Domestic workers and gardeners must obtain access cards from the Estate Manager at the prescribed fee, and they are required to produce valid South African identification documentation, or valid passport or valid work permit or valid asylum seeker temporary permit.
- 4.7.7. No person, who is registered on the bio-metric access-system, or the access application system of the HOA is allowed to use her or his bio-metric access or smart barrier access for the access of any other person or vehicle onto the property, regardless of the status of such person.
- 4.7.8. No vehicle with a false registration numberplate or license disk will be allowed to access the Property of the HOA at any one of the access gates.
- 4.7.9. With the implementation of the new electronic scanners, access to and from the Property of the HOA will be allowed by means of a pre-cleared code issued by the member to his or her visitor, contractor, contract worker, ad hoc deliveries, shuttle services, household workers, drivers and au pairs, which code will be scanned by the security at the access gates to provide access.
- 4.7.10 The RFID tags are to be issued under the following circumstances to the members of Irene Farm Villages Estate:
 - 4.7.10.1 RFID tags may only be issued to members and persons in the household of the member whose permanent residence (domicilium) is the stand.
 - 4.7.10.2 In case of a trust, the trust documentation to be presented to establish the trustee/s of the trust.
 - 4.7.10.3 A maximum of 4 (four) RFID tags may be issued per stand.
 - 4.7.10.4 The RFID tag must be physically attached to the vehicle by the HOA staff at the time of issuance.
 - 4.7.10.5 A fee payable for each tag issued. The RFID tag only works at the entrance to the estate and not on exit from the estate.
 - 4.7.10.6 The RFID tag is registered to a specific vehicle.
 - 4.7.10.7 It is the responsibility of the member to inform the HOA immediately when he/she sells their vehicle or vehicle is stolen.

4.8. PROPERTY TRANSACTIONS

4.8.1 GENERAL

- 4.8.1.1. Only Estate Agents who is registered with the Property Practitioners Regulatory Authority will be allowed to operate on the Property.
- 4.8.1.2. The Estate Agent must make an appointment between the Buyer and the Estate Manager where the Buyer will sign a document, indicating that they have received the MOI and Irene Farm Villages Home Owners Association Rules and Regulations and confirm that he / she understands the mentioned documentation.

4.8.2 ESTATE AGENT

4.8.2.1. Obligations of Estate Agent

The Estate Agent must:

- 4.8.2.1.1. At all times adhere to the provisions of the MOI and the Rules.
- 4.8.2.1.2. Apply for access to the Property in terms of the HOA's access control policy.
- 4.8.2.1.3. Accept responsibility for the actions of each of its Agents and/or employees.
- 4.8.2.1.4. Not in any advertisement, of any nature claim to represent the HOA.
- 4.8.2.1.5. Not canvass, advertise, hand out flyers or similar material for property transactions on a door-to-door basis on the Property.
- 4.8.2.1.6. Operate only on a 'by appointment' basis.
- 4.8.2.1.7. Not erect any advertising sign/for sale board on the Property.
- 4.8.2.1.8. Not use plastic or canvas banners, nor any streamers, bunting, umbrellas, balloons and the like be permitted on the stands.
- 4.8.2.1.9. 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.

4.8.2.1.10 Estate Agent to pay the administration fee as indicated in 7.6.1.

4.8.2.2. Obligations of the HOA

The HOA must:

4.8.2.2.1. Issue Clearance Certificates within a reasonable period on condition that all requirements as mentioned in Rule 4.8.2.2.2 and all the HOA Rules and Regulations issued by the HOA from time to time, are duly met and complied with.

4.8.2.2.2. Requirements for issuing of Clearance Certificate:

4.8.2.2.2.1. No outstanding money due by the member to the HOA;

4.8.2.2.2.2. The Managing Agent should be in possession of all the relevant contact details of the buyer;

4.8.2.2.2.3. The buyer must have had a meeting with the Estate Manager and signed for receipt of the HOA MOI and Rules, and;

4.8.2.2.2.4. The administration fee is paid by the Estate Agent, as indicated in 7.6.1.

4.8.2.2.2.5. The property of the Member complies with the standing Architectural Guidelines to the satisfaction of the HOA.

4.8.2.2.2.6. A copy of HOA and City of Tshwane approved building plans must be on file at the Estate Office. For clarity, the member is responsible to supply the HOA with such approved plans

4.8.3 DISCLOSURE OF INFORMATION

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

4.9 TENANT POLICY

The members of the HOA have agreed to the following policy regarding the letting of a stand in the Estate.

4.9.1 The Tenant must:

4.9.1.1 complete the following documents and hand in at the Estate Office at least 5 working days before the start of the lease agreement:

- Tenant Application Form
- Application form for the approval to obtain a criminal check

4.9.2 The cost for the criminal check will be for the owner of the stand.

4.9.3 The result of the criminal check will be given to the owner of the stand.

4.9.4 All rental agreements are subject to the consent of the Irene Farm Villages HOA

4.9.5 Annual renewal of rental agreements is subject to prior consent being obtained from the Irene Farm Villages HOA on application, at least 5 working days before the end of the current rental agreement. Such consent would not be withheld unreasonably.

4.9.6 Tenants with valid lease agreements will be afforded convenient access into the Estate by whatever technology means in existence at the time – for the valid period of the lease agreement.

4.9.7 It is the responsibility of the owner or his/her representative to approve and delete the tenant on the i-Neighbour access system.

4.9.8 It is the responsibility of the owner to ensure that tenants are registered at the Irene Farm Villages HOA.

4.9.9 The property so leased will only be used for residential purposes. No business activities will be allowed.

4.9.10 The HOA reserves the right to exercise its rights and/or obligations at any time if a breach of the Memorandum of Incorporation, Rules and Regulations or any legislation occurs and the IFV HOA deems it necessary to do so.

4.9.11 The tenant policy will be effective from the 1st of November 2023.

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 must 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" must be paid by a member, upon submission of his development plans to the ASC to cover the cost of the under mentioned. Such deposit will 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. Three (3) copies of the building plans (final drawings) and elevations must be submitted by the member. The three (3) copies 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 must 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 or Contemporary style variations.

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 must comply with any such restrictions/requirements imposed by third parties, the approval of any plans or improvements within the Property, is at the sole discretion of the HOA.

Similarly, compliance with the guidelines imposed by the HOA does under no circumstances absolve the member from the need to comply with the restrictions/requirements imposed by third parties, nor must 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 must 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 must 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 must 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 may be erected vertically above each other, nor may 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 may be erected outside the building lines imposed by the town planning scheme provided that the HOA is, 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. The height of the boundary wall may be increased, subject to the approval thereof by the adjacent neighbour, the recommendation by the Aesthetic Sub-Committee ("ASC") and the approval by the HOA.

5.2.9 TIME LIMITS FOR CONSTRUCTION AND OCCUPATION

- 5.2.9.1. No building operations may be executed on Saturdays, gardens or public holidays under any circumstances.
- 5.2.9.2. Building operations on respective stands must 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 will 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 are 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 are 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 are binding *mutatis mutandis* on any second or follow up owners to the extent that these time limits are not 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 applies 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 will 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 will 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 earthy 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 must be referred to the HOA Board, whose decision is final. No walls may be painted white.

- 5.2.13.1.4. Any paint work carried out that does not comply with this rule, carries 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 must 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. carries 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 must 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
- 5.2.13.5.3. is required, the painting of the driveway as a last resort will be allowed by the Board with the following conditions:
- 5.2.13.5.3.1. Pre-approval for the painting of driveways must be obtained from the Board in writing;
- 5.2.13.5.3.2. Only earth like matt colours will be considered and approved by the Board;
- 5.2.13.5.3.3. Only commercial recognised paving paint is allowed;
- 5.2.13.5.3.4. The painting of kerb-stones is strictly prohibited; and
- 5.2.13.5.3.5. Any driveway that does not comply with this rule, carries 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 5.2.13.5.3.1.- 5.2.13.5.3.5.

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 must be maintained in such a way as not to interfere with sight distances.
- 5.2.13.7.2. No hedging of any nature between properties, that interferes with the line of sight of a person upon exiting his or her driveway and therefore that could have a negative visibility impact on such person to see other road users, will be allowed.

The HOA must have the right to instruct any member to comply with this rule by cutting back or removing the hedge, to the satisfaction of the HOA, failing which a penalty of R500 per day or per incident will be imposed.

5.2.13.8. Awnings

- 5.2.13.8.1. Only awnings, canopies or shutters as approved by the HOA will be allowed. Structures must be properly maintained or removed.

5.2.13.9. Antennae & Aerials

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

5.2.13.10. Signs

- 5.2.13.10.1. 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.

5.2.13.11. Boundary Fencing/ Walling

- 5.2.13.11.1. 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).

5.2.13.12. Miscellaneous

5.2.13.12.1. 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.

5.2.13.12.2. Outbuildings and additions must match the original design and style, both in elevation and in material usage.

5.2.13.12.3. Staff accommodation and kitchens must open onto a screened courtyard or patio.

5.2.13.12.4. Yard walls and screen walls must complement the basic materials of the buildings.

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

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

5.2.13.12.7. All plumbing drainpipes from the first-floor level must 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.

5.2.13.12.8. No porta-pools above natural ground level is permitted.

5.2.13.12.9. 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.

5.2.13.12.10. Chimneys:

Steel Free Flow: The **new** installation of any kind of steel free-flow chimney must be pre-approved by the HOA.

5.2.13.13. Use of Generators

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

5.2.13.13.2. Generators must have a manufacturer's low noise level function measuring 75 d/m (seventy-five).

5.2.13.13.3. If the generator is installed on the outside of the building, it must be screened off to the satisfaction of the HOA Board.

5.2.13.13.4. All visible cabling must be placed in an approved duct as prescribed in the industry and to the satisfaction of the HOA.

5.2.13.13.5. All generators must be equipped with a change-over switch.

5.2.13.13.6. It is the Owner's responsibility to ensure that the installation is done according to the relevant laws, by-laws and regulations.

5.2.13.13.7. Members must comply with these guidelines.

5.2.13.13.8. Generators must be fitted with an industrial recognized silencer to reduce the sound to 55dB during the day and 45dB during the night.

5.2.13.13.9. A member will be liable to furnish the Homeowners' Association with a dB-certificate in the instance of a complaint received from neighbours. If the member fails to furnish such certificate within seven (7) from being requested by the Estate Management, the Homeowners' Association will have the right to obtain such certificate at the cost of such member.

At the discretion of the HOA, Management may, after making an appointment with a member or its tenant, attend the premises of the member and measure the decibels of the generator situated on the property of the member with the HOA's own device and consequently act in accordance with the provisions of these rules.

5.2.13.13.10. If a generator is positioned next to a boundary wall, the written permission of the neighbour must be obtained.

5.2.13.13.11. Any prescription of Rule 5.2.13.14 not adhered to, carries a penalty of R5,000.00.

5.2.13.14. Solar Power Systems

5.2.13.14.1. A solar power system is defined, for purposes of this rule, as a system, which consists of one or more solar photovoltaic panels, which panels are installed on the exterior sloping area of the roof of a dwelling for purposes of generating solar power.

5.2.13.14.2. Prior to the installation of a solar power system, approval for the installation of such system must be obtained from the HOA. The HOA has the right to request a design sketch and/or photo of the intended solar power system.

5.2.13.14.3. The solar panels or any other equipment, which are part of such system, are not permitted to exceed above the ridge of the roof of the dwelling.

The panels must be installed flush mounted and is not permitted to exceed above the ridge of the roof of the property.

5.2.13.14.4. All exposed cabling must be installed in a duct. The duct must match the colour of the roof or the exterior walls of the property.

5.2.13.15. Electric Vehicle Chargers

5.2.13.15.1. "Electric Vehicle Chargers ("EVC") of any kind or make, must be installed and utilized within the garage of a member's property, or at such a place, where it is not visible from the street front or visible to any neighbour.

5.2.13.15.2. No business of any commercial kind, which is related to the use of the electric vehicle charger is permitted to be conducted from a member's property.

5.2.13.15.3. The transgression of this rule will be penalisable in terms of Rule 3.8 with a penalty of R5,000.00 per infringement.

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 must at all times adhere to the Dolomite Risk Management requirements according to the By-laws of the City of Tshwane Metropolitan Municipality, which must 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 carries 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 must from time to time carry out water leak inspections, which includes 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 must 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 carries 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 must 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 must 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 may 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 includes 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 is 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 carries a minimum penalty of R500.00 (five hundred rand). The responsible member in terms of the HOA Rule 4.1.2 is 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. Any form of 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 carries 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 R1,000.00 (one thousand rand) which could be applied per day.

Transgressions/Offences	Penalty
6.1 Building without approved plans Building plans will lapse after a period of 2 years from the HOA approval. Council approval lapses after 1 year if construction does not commence within a period of one year. Proof must be supplied that construction proceeded and is still on going.	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
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

Transgressions/Offences	Penalty
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 Ignoring stop signs, reckless driving, unlicensed vehicle, and other traffic violations.	R1,000.00
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
6.29 Any form of abuse in terms of Rule 4.7.2 and or Rule 5.2.19.1	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 – R4 135-00 (four thousand, one hundred and thirty five rand), which include the submission to the ASC and one revision. R1 285-00(one thousand, onehundred and eighty five rand) to be charged for subsequent revisions.
- 7.5 All additions or alterations to a member's property must be submitted to the ASC for review and recommendation to the HOA Board for approval and the member is liable to pay the following fees:
 - 7.5.1 Large additions or alterations – 20m² (twenty square metres and bigger: R3 040-00 (three thousand and forty rand) which includes the first submission for review by the ASC and one (1) revision. The amount of R1 285-00 (one thousand, two hundred and eighty-five rand) will be charged for each subsequent submission.
 - 7.5.2 Small additions or alterations - 19,9m² (nine teen, point nine square metres) and smaller: R2 025-00 (two thousand and twenty-five rand) which includes the first submission for review by the ASC and one (1) revision. The amount of R1 285-00 (one thousand and eighty-five rand) will be charged for each subsequent submission.

- 7.5.3 Swimming pools/walls: R1 285-00(One thousand and thirty rand) which includes the first submission for the review by the ASC and one (1) revision. The amount of R1 285-00 (one thousand, two hundred and eighty-five rand) must be paid for each subsequent submission.
- 7.5.4 Should it be required of the ASC to do an inspection loco, the member must pay the fee of R3 760-00(three thousand, seven hundred and sixty 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 is liable for the consultation fee of R3 760-00 (three thousand, seven hundred and sixty rand) per hour or part of an hour.
- 7.6 The HOA will have the right to increase the following fees annually by February provided that such increase will not exceed inflation at the rate calculated for consumer price increase:
- 7.6.1 Estate Agent administration fee, payable per transaction in the Estate is R2 000-00.
- 7.7 The HOA will have the right to increase the following fees annually by December, provided that such increase will not exceed inflation at the rate calculated for consumer price increase:
- 7.7.1 Registration for 3 (three) months.
- 7.7.2 Temporary contractor's registration up to 3 days
- 7.7.3 Private photocopies made in the Estate's office
- 7.8 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 stiffy 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

- 7.9 The fee for the RFID tag will be R200-00 (two hundred rand)

8. REVIEW

- 8.1 The above amounts – Rules 6 and 7 excluding Rule 7.6 (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 are published in the official newsletter from time to time.
- 8.2 The amounts in Rule 7.7 (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 are 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	0 ③ □ ◯ ⊠ 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 Moeroseik	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

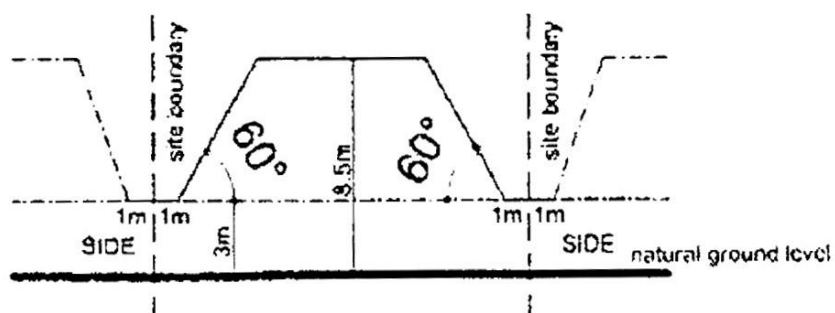
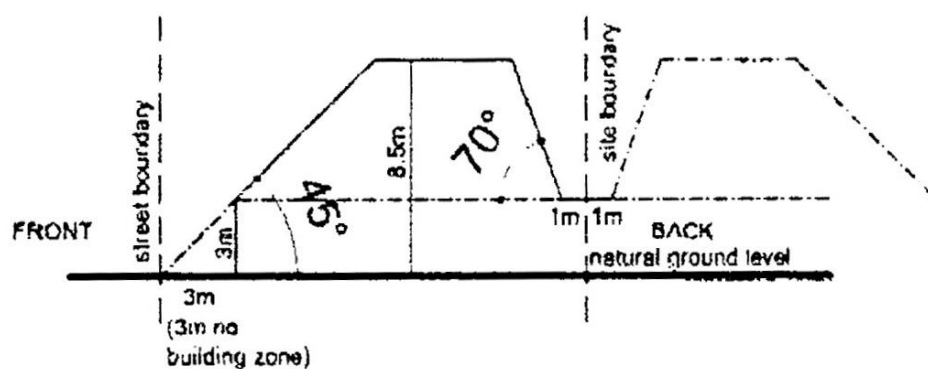
✿ Birds/Voëls

✿ Fragrant/Geurig

✿ Thorns/Dorings

Adventitious Root = Bywortels

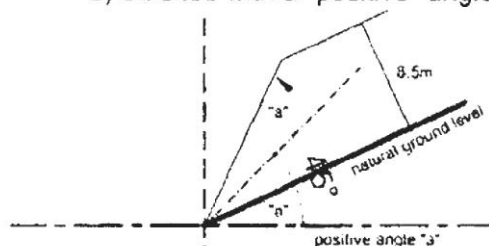
APPENDIX B – BUILDING ENVELOPE:



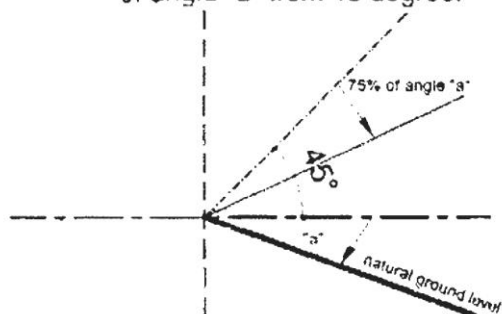
The "front" angle is at 45 degree in the case of a totally "flat" site.

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.



APPENDIX C – Description for Pergolas and Covered Patios

1. A Pergola is defined as an unroofed structure and except for beams, it must be open to the sky.
2. Pergola and carport structures must be manufactured from planed and treated wood or steel structure.

No gum pole structures will be accepted.

If steel is used for the columns it must be clad on either side with a timber or fibre board 200mm wide to give this post a visible presence (I-beams do not have to be clad if this matches the aesthetics of the residence). This must match the aesthetics of the residence.

3. If polycarbonate flat sheets are used:
 - the roof or top structure must be constructed with planed and treated battens of min 38mm x 38mm or 50mm x 38mm size. These battens must form a uniform grid with a maximum width of 300mm between battens. The timber can be stained and painted in a natural wood finish.
 - A 6mm or 8mm flat Polycarbonate sheet can be fitted on top of this batten structure. This will make the structure waterproof. Should this area be covered, it will form part of coverage and FAR and this area must be shown on the area schedule Flat sheet 6mm polycarbonate sheeting is permitted but NOT IBR or corrugated profiles.
 - Water dispersal from this roof may not go over the boundary of the site. The edge of the sheet may not be visible and may not overhang by more than 100mm.