

TERRA NOVA HOME OWNERS' ASSOCIATION RULES

INTRODUCTION:

The objective of the Terra Nova Township Home Owner's Association is the provision of a high quality lifestyle for residents. The intention of Conduct Rules is to provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, to the benefit of all without interfering with others' enjoyment. The rules have been established in terms of the Memorandum of Incorporation of the Terra Nova Homeowners Association (HOA) and they are binding upon all occupants of the Estate.

The Board of the Home Owner's Association, in terms of the Articles of Incorporation, is given the power to make rules for the management, control, administration, use and enjoyment of the Estate. The Board has the power to substitute, add to, amend or repeal any rule. The Articles of Incorporation require the rules to be reasonable, binding on, and to apply equally to all occupants.

Based upon this rationale, the rules should be seen to be neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction.

The Board also has the right to impose financial penalties (fines) to be paid by those members who fail to comply with the rules. Fines, where imposed, shall be deemed to be a part of the levy due by the Owner. Further, the Board may enforce provisions of any rule by application to the courts.

In this document the Board, and the Home Owners Association, acting in whatever capacity, will be referred to as "the HOA" and "the Directors".

In the event of any further Home Owners' Associations or Body Corporates arising within the Terra Nova Town as a result of the growth of the town, such Home Owners' Associations will be subject to the Terra Nova Home Owners' Association Rules as embodied herein.

INTERPRETATION:

In the context of this document the following meaning will be attributed to the following words:

Memorandum of Incorporation	: The Memorandum of Incorporation of the Terra Nova Home Owners Association.
Approved Building Plan	: Plans as approved by the HOA'S architectural sub -committee, as well as the Govan Mbeki Local Municipality
Architectural Guidelines	: Those guidelines as approved by the HOA to be complied with, when a new building is to be erected in the Town.
Board	: the directors assembled as a Board at which a quorum is present
Body Corporate	: The organization of owners of units in a Sectional Title Scheme constituted in terms of the Sectional Titles Act 95 of 1986, Responsible for the administration of all the units in a Sectional Title Scheme
Committee	: any Committee appointed by the Board to assist the Board in maintaining the standards of living in the Town.
Conditions of Establishment	: The conditions applicable on each extension of Terra Nova as laid down by the Local Authority and as set out in the proclamation notice published in the Provincial Gazette.
Contractors Code of Conduct	: A set of rules as set of by the Board or any committee for the conduct of contractors active in the Estate at any given time, and instructed by any owner or the HOA

Town	: TERRA NOVA Proper, ext 1, 2, 3 and 4, all proclaimed as private Town
Dwelling	: Construction of a building on a stand as indicated by the approved building plan for the stand, suitable for occupation and use by natural persons
Freehold dwelling	: A single dwelling unit of whatever nature in the Town
HOA	: The Terra Nova Home Owners' Association, a company not for gain and without members, incorporated in terms of the provisions of the Companies Act 71 of 2008 (Registration Number 2013/031981/08)
Estate	: An Estate of houses developed on a single erf in the Town, and enclosed by one single wall or fence and with restricted entrance, or a body corporate when such an Estate is registered under the Sectional Titles Act
Local Authority	Govan Mbeki Local Municipality
Sub Committee	: A committee appointed from the owners in an Estate, with the exclusive purpose of maintaining and managing that Estate , or in the case of a Sectional Title Scheme estate, the body of Trustees thereof
Levy	:Means the levies referred to in clause 7 of the Memorandum of Incorporation
Member	: Means an owner of a dwelling in an Estate or of a unit in a Sectional Title Development, which ownership entitles such owner to membership either of a sub-committee or a body corporate, as the case may be.
Owner	: Means a Purchaser, Co- Owner, Corporate Owner, Trustee, Director, Lessee, Family member, also a Invitee or Guest
Promulgation	: Date of Establishment of the HOA in the Office of the Registrar of Companies, OR , when applicable on Estates, the date of transfer of the first stand or unit is such Estate to an owner other than the developer
Reside	:To reside on a erf/ in a unit/ within the Town, in any capacity as defined under "owner"
Directors	: The Directors of the HOA as appointed from time to time
Unit	: Land, erf, stand, dwelling and / or outbuilding, or sectional title unit.
Utilities	:Any service including but not limited to, water, gas, electricity or internet connectivity as provided by the HOA
Manager	:The Manager of the HOA appointed by the Board responsible for the management of the HOA .

1. PROMULGATION OF RULES

- 1.1 As from the date of promulgation of these rules they shall all apply forthwith and all residents and owners shall be required to abide thereby. The Board has the power to in itself, or by means of a designated Rules Committee, appointed in the discretion of the Board, make, add to, amend or repeal these rules. These rules will be re-printed on a regular basis, and will include any changes or amendments made in the preceding period. The date of the update will be printed at the foot of each page. For the purpose of these rules, "Owner" means a Purchaser, Member, Co-owner, Corporate Owner, Trustee, Lessee, Family Member, Invitee or Guest.

1.1 Any existing practices in conflict with the new rules shall cease immediately, unless otherwise resolved as follows: - Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the Board may decide to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or to be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Board's discretion and shall be binding on all parties.

1.2 Any contravention of the rules by any person who gains access to the Estate under the authorization of an Owner shall be deemed to be a contravention by that Owner.

2. ARCHITECTURAL STANDARDS:

All building plans for building to be erected on any individual stand, should be in accordance with the Terra Nova Estate Architectural Guidelines applicable and must be approved by the Architectural Committee, against payment of the pre-scribed fee and building deposit. This applies to any additions and alterations to existing structures as well. The complete set of Architectural Guidelines will be available from the HOA on request.

3. USE AND OCCUPATION OF A UNIT:

3.1 The use of a Unit shall be governed by Zoning applicable in terms of the Local Municipality Town Planning Scheme in force at the time, or any other approved scheme applicable to the Estate from time to time. A Unit may **only** be used for the specific zoning purposes applicable on that unit .

3.2 The maximum number of persons allowed to reside at any one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

3.3 No harmful or inflammable substances or substances which contravene the EIA (if applicable) may be kept on the Estate. (This rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic use).

4. UPKEEP AND MAINTENANCE OF RESIDENCES

4.1 The exterior of every 'freehold' dwelling together with fences, driveways etc., must be continuously and at all times maintained by the owner in a, tidy, neat befittingly repaired, painted and property kept condition.

4.2 Where in the opinion of the directors the condition of a dwelling is not up to the required standards, the directors shall give written notice to the Owner, and the applicable Sub Committee or Body Corporate, as the case may be, to carry out the necessary improvements within a specified time. Should the Owner fail to carry out such work as requested, the directors shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

4.3 Plans for gazebos must be approved prior to installation.

4.4 Freestanding sheds for tools or gardening equipment are prohibited. Wendy houses are only allowed as a temporary builder's shed

4.5 Nothing may be placed on or attached to a dwelling or any other structure, other than in accordance with prior written approval from the directors. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the

request. (This item applies to the likes of external air conditioning units, DSTV Dishes awnings, etc. even when not directly attached to the building).

4.6 Free standing doll's houses, children's play houses or jungle gyms (play centers) in gardens require written permission from the directors prior to installation and such items shall only be allowed provided they are in line with the style and amenities of the Estate, and will have no possible detrimental effects on neighbours. It is recommended that liaison be made with neighbours before any of the above is applied for

4.7 Should an owner decide to have a residence re-painted the colour must be approved by the directors. Should the owner proceed without having the colour approved, the HOA shall repaint the residence and recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

4.8 Any decisions taken by the directors in terms of Rules 4.2 to 4.7 above shall be deemed final and binding.

5. UPKEEP AND MAINTENANCE OF GARDENS

5.1 All gardens should be neat and well cared for

5.2 Normal garden refuge will be handled in terms of clause 15.2.

5.3 Should a garden not meet the required standards, the owner will be informed thereof in writing and given a specified time to rectify the situation.

6. THE STREET SCAPE

6.1 Every Owner has a responsibility to the community as a whole to maintain the area between the road kerb and the boundary of his property

6.2 Garden fences/walls and out buildings forming part of the streetscape should be maintained and painted where necessary, otherwise the directors will have the fence repaired or painted and the costs charged to the Owner

6.3 Caravans, trailers, boats, tool sheds, equipment, tools, engine and vehicle parts as well as accommodation for pets, should be sited out of view and screened from neighbouring properties.

6.4 Building material may not be dumped on the sidewalks under any circumstances.

6.5 No trees, plants or sidewalk lawn may be removed without the permission of the directors. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.

6.6 The exterior of every dwelling together with fences, driveways, etc., must be continuously and at all times maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.

6.7 The maintenance of the exterior of Sectional Title units is the responsibility of the relevant Body Corporate.

6.8 Where, in the opinion of the directors, the condition of the streetscape is not up to the required standards of the Estate: the directors shall give written notice to the Owner, sub-committee or Body Corporate, as the case may be, to carry out the necessary improvements within a specified time. Should the Owner or Body Corporate fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner or Body Corporate, which amount shall be deemed to

be part of the levy due by the Owner or Body Corporate.

7. ENVIRONMENTAL MANAGEMENT:

- 7.1 No rubble or refuse should be dumped or discarded in any public area, including the gate, walkways, parks or streets.
- 7.2 A particular appeal is made to residents to leave open spaces they visit in a cleaner condition than in which it was found. Residents are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces.
- 7.3 Flora may not be damaged or removed from any public area.
- 7.4 Fauna of any nature may not be chased or trapped in any public area, be it by people or by dogs or cats
- 7.5 Residents are responsible for maintaining trees, plants and shrubs planted on their pavements by themselves or the HOA.
- 7.6 Residents are expected to maintain a high standard of garden and pavement maintenance.
- 7.7 Residents must ensure that declared noxious flora is not planted or growing in their gardens.
- 7.8 Swimming pool water may not be emptied into open areas but must be channeled into the storm water system.
- 7.9 Vacant stands must be kept clean on a regular basis to the satisfaction of the directors, and if not maintained, the directors reserve the right to clean the stand at the Owner's expense.
- 7.10 The resident's use of the open space areas is entirely at their own risk at all times.
- 7.11 If an owner wishes to make his own compost, this will only be allowed in approved, closed containers and is to be kept neat at all times.
- 7.12 An erf should be kept in a state free of fire-risk at all times.

8. SECURITY

- 8.1 All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate, as well as may become applicable on the Town from time to time.
- 8.2 Security measures in force on every stand will be handed to the owner of such stand on date of the owner occupying the dwelling, or in the case of a vacant stand, on date of the commencement of the building work thereon.
- 8.3 Every Estate will have its own security system in its own discretion. If the costs for the system decided on by the owners exceeds the costs budgeted for by the Directors, the difference will be collected by adding it to the levy payable by the owner to the HOA, and as set out in clause 20 of these rules.

9. VISITORS, CONTRACTORS AND EMPLOYEES:

- 9.1 The occupiers of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to these Rules.
- 9.2 Every Owner must ensure that contractors in his employ have signed the Contractors Code of Conduct and adhere to the stipulations of the contract.

10. LETTING OR RE-SELLING PROPERTY:

10.1 Should an Owner want to sell or lease his property, only an Estate Agent accredited by the HOA may be selected to manage the sale or lease.

10.2 The accredited agent must ensure that the buyer/lessee is informed about and in receipt of a copy of the Rules and Regulations, Architectural Guidelines, Contractors Code of Conduct and any other administrative regulations applicable at the time.

10.3 A clearance certificate must be obtained from the HOA prior to any transfer. Such clearance certificate shall not be issued if there are any arrears on the member's account.

10.4 The Seller or lessor of a property in the Estate shall ensure that the sale/lease agreement contains the following clauses:

10.4.1 Sale:

10.4.1.1 Home Owners' Association

The Purchaser acknowledges that he/she is required upon registration of the property into his/her name, to become a member of the Estate's Home Owners' Association and agrees to do so subject to the Memorandum of Incorporation and these conduct rules of the Terra Nova Home Owners Association.

10.4.1.2 Conditions of Title (as laid down by the conditions of establishment):

The Seller shall ensure that, in addition to all other conditions of title and/or subdivision referred to above, the following conditions of title be inserted in the Deed of Transfer, in terms of which the purchaser takes title to the property: 'Every owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon, as defined in the Sections Titles Act, shall become and shall remain a member of the Homeowners Association and be subject to its constitution, until he ceases to be an owner as aforesaid.

Neither the erf, nor any subdivision thereof, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such association to become a member of the Homeowners Association'. The owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon as defined in the Sectional Title Act, shall not be entitled to transfer the erf or any subdivisions thereof, or any interest therein, or any unit thereon, without a clearance certificate from the Homeowners Association that the provisions of the Articles of Association of the Homeowners Association have been complied with'.

The term 'Homeowners Association' in the aforesaid conditions of title shall mean the Estate's Homeowners Association, or body corporate as the case may be, which will be formed in terms of the Articles of Association and Conduct Rules of the Terra Nova Home Owners Association. In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of same, the purchaser of same hereby agrees to such amendment.

10.4.1.3 The Seller must personally ensure that the buyer is informed about and in receipt of a copy of the Rules and Regulations, Contractors Code of Conduct and any other administrative regulations applicable at the time.

10.4.2 Lease

10.4.2.1 The lessee and his family and visitors and servants shall upon occupation of a premise, adhere to the Rules and Regulations as contained in this document.

10.4.2.2 The lessor must personally ensure that the lessee receives a copy of the Rules and Regulations, and are informed of any other administrative regulations applicable at the time and that he acknowledges that he binds himself to the rules and regulations in the lease.

10.4.3 Accreditation of Estate Agent

10.4.3.1 An Estate Agent is accredited after signing an agreement with the HOA. Such agent will abide by the stipulated procedures applicable to the sale and/or a lease of the property in the Estate, and after having been inducted with respect to the concepts, rules and conditions under which a buyer and/or Lessee purchases and/or leases the property in Terra Nova Town.

10.4.3.2 Accreditation of Estate Agents may be reviewed by the HOA from time to time.

10.4.3.3 The accreditation policy for Estate Agents may be reviewed by the HOA from time to time.

11. PETS:

11.1The local authority bylaws relating to pets will be strictly enforced.

11.2Without the written approval of the directors, no person may keep more than two dogs and two cats on the property.

11.3No poultry, pigeons, aviaries, wild animals or livestock may be kept on the Estate.

11.4No pets are allowed to roam the streets.

11.5Pets must be walked on a leash in public areas.

11.6Should any excrement be deposited in a public area, the immediate removal thereof shall be the sole responsibility of the owner of the pet.

11.7Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the Municipal Pound.

11.8The Directors reserves the right to request an owner to remove a pet should it become a nuisance in the Estate.

12. USE OF ROADS

The roads on the Town, in spite of being 'private', are in fact used by the public. Because of this, and for the safety of all Residents and road users, it is necessary to apply the provisions of the Road Traffic Act 29 of 1989(as amended). The roads are for the uses of all, whether on foot, skates, cycles, golf carts, cars, busses or trucks, and in our exclusive environment, this places extra responsibility and awareness on all who use these roads, but more particularly on all adults and especially parents who need to educate and control their children

12.1The speed limit throughout the Town and Estates is 40 kilometers per hour.

12.2Pedestrians must be given the right of way.

12.3No person shall operate any vehicle upon any places within the Town unless he is the holder of a valid driver's license. Engine powered vehicles, cars and motorcycles may be operated only on surfaced roads. (Sidewalks and open lawn areas are 'out of bounds' to vehicles.) Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs, which may impede the driver's ability to control the vehicle, is prohibited. Operating any vehicle in such a manner as to

constitute danger or a nuisance to any other person or property within the Estate is prohibited.

12.4Parking on sidewalk sand, open lawn areas, or in front of driveways to residences is prohibited. Parking may only be done in areas so designated for that purpose.

12.5Scooter bikes, beach or dune buggies or any other vehicle with noisy exhausts may only be driven in a quiet manner on the roads to allow access from the gates to residences, or vice-versa, and under no other circumstances.

12.6Skates are a matter of concern to drivers when encountered on roads. While no-one wishes to turn any Estate into a sterile "non-playing area", in the cause of safety, parents are obliged to instruct their children to stop skating and get off the road as soon as any vehicle approaches.

13. SPORTING, RECREATION AND COMMUNITY FACILITIES

13.1In the event of an Communal swimming pool being built, swimming will be allowed only between the hours 05h30 and 21h00 each day. An adult must continuously accompany children under the age of 15. Radios and music players, if used around the pool, should only be at very soft and muted volumes. Pool furniture must not be removed from the facility. The pool must be used in such a way as to not create an unreasonable nuisance or disturbance to those residents and only the appointed persons (outside agents or specially authorized residents) may operate the equipment. Surfboards, cold drink cans and hard objects of any sort are totally prohibited in the pool.

13.2Community facilities are for the use of members and their guests only. The facilities may be booked for special communal functions or occasion for residents through the HOA's Office.. Exclusive use is not permitted, and access by other residents to the facilities will be permitted during such functions. Private use of the facilities by outsiders is not permitted. Under no circumstances may community furniture or equipments be removed from the facility. It is the duty of whoever uses the facility to clear away all rubbish, stack away the cushions and chairs, and leave the place in a clean and tidy condition. Any damage to facilities is to be reported to the Manager and if any such damage is due to the actions of a resident, any repairs will be to their account.

13.3Horse riding may become available within the Town. If horse riding becomes available, the Rules shall be amended to include the relevant requirements to control the use of horses on the Town.

13.4Dams/Lakes/streams/rivers etc., where they are part of the Town, have a certain area of "common property" around it. Residents are required to exercise respect and not intrude on the privacy of residents whose properties front onto the lakes/dams, rivers. Swimming, boating, floating or sailing in any of the dams, lakes, streams or rivers is prohibited.

13.5Private camping is not permitted anywhere within the Town.

13.6Picnicking is not permitted on any common property under the jurisdiction of the HOA, other than in areas specifically demarcated for such us.

13.7Boating is not permitted on any dam.

13.8Fishing is permitted in some of the designated dams, rock pools and rivers under the jurisdiction of the HOA, using light dam or river rods. The use of large rods and any form of net is prohibited and catching is only allowed on a catch and release basis.

13.9Discharging of any firearm, air-gun or other lethal weapon is

strictly prohibited, save in self-defense, or where authorized in special circumstances by the Manager.

14. PAYMENT OF LEVIES:

- 14.1 Levies are calculated as set out in clause 7 of the Memorandum of Incorporation, and revised on a yearly basis at the Annual General Meeting held by the HOA in accordance with the provisions contained in the Memorandum of Incorporation.
- 14.2 All levies are due and payable in advance on the first day of each and every month, and will be calculated from date of registration of a unit into the name of an owner.
- 14.3 Interest shall be raised on all arrear accounts, such interest to be calculated monthly in advance at the rate of 2% (two percent) per month, compounded monthly, from the due date to the date of actual payment, both days inclusive.
- 14.4 A certificate issued by any authorized trustee or any other person designated by the directors as to the amount of any debt (as referred to in the Memorandum of Incorporation) shall be sufficient proof thereof, it not being necessary to prove the designation, authority or capacity of the signatory to such certificate.
- 14.5 Levies unpaid after a period of 60 days will be handed over for Legal Collections for the purpose of enforcing recovery proceedings and exercise any such other legal remedies as are available to the HOA in terms of these rules or at law. In the event of such handover or in the event of the directors seeking legal advice and/or implementing any legal proceeding against a member, the HOA shall be entitled to recover from the offending member all legal costs incurred in connection with the afore mentioned, on the scale as between attorney and own client, together with all relevant disbursements.
- 14.6 Levy amounts may not be reduced or offset against real, perceived, partial or non-provision of services or for any other reason unless previously sanctioned by the HOA in writing.
- 14.7 Levies on units or dwellings still owned by the township owner/ developer will only be levied from date of delivery of an occupation certificate by the city council per unit or dwelling
- 14.8 In the event of an owner's levies being in arrears, the directors will have the right to refuse the sale of any utility on the pre-paid system, until the levies and applicable penalties have been paid up to date to the HOA.

15. GENERAL

15.1 General Conduct

Respect and general consideration by all members and residents for all other members and all users of the Town should be exercised at all times. Unreasonable disturbance, inconvenience, annoyance, being a nuisance to, or interference with any other members or residents, or their rights, in any manner deemed by the HOA to be unacceptable to harmonious living, is strictly prohibited.

15.2 Domestic and garden refuse

All domestic refuse shall be put into black plastic bags purchased by the Owner and kept in an animal proof bin, purchased by the Owner from the HOA, in a suitable place within his property and screened from public or neighbors view. On prescribed days and times the bags must be placed by the resident in the animal proof collection bins ready for collection. Garden refuse may be put out with domestic refuse but in green bags as directed under upkeep and

maintenance of gardens. Where refuse is of such a size or nature that it cannot be removed by the normal service, the Owner shall make special arrangements with the refuse contractor or a private contractor, and all costs thereof shall be for the Owners account.

15.3 Signs

No signs may be displayed in the Town or in a Estate (giving the name of builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors, and the like). (This rule *shall not* apply to the regulation notice board required by the Guidelines for the erection of new buildings, nor for Security signs depicting zones on the perimeter fence). All decorative house name boards must conform as to size, colour and position, within the requirements of the HOA. No flags, flagpoles, or radio aerials on poles may be erected on private residential units in the Town. (This rule shall not apply to HOA, Club or Commercial property, provided approval of the HOA is obtained). Under special circumstances for religious reasons *only*, relaxation *may* be considered upon written application to the Board *but* no guarantee is implied that permission will be given.

15.4 Satellite Dishes

Terrestrial and Satellite TV are both the prerogative and responsibility of the Owners. Positioning of dishes and aerials is subject to permission being obtained from the directors prior to installation, and provided that these are erected in accordance with the architectural guidelines.

15.5 Adverts/Publicity Material

No private, religious or commercial advertising notices or brochures are permitted to be distributed around the Town.. This does not include letters or notices to Owners from the HOA.

15.6 Hoarding

The use of car hooters within the Town to beckon or attract residents or servants is prohibited.

15.7 Auctions/Jumble Sales/Garage Sales

Any form of public auction or sale on any property within the Town is prohibited (other than with the prior written permission from the Manager).

15.8 Use of and Conduct in Open Spaces

The lighting of fires in any open space on the Town is prohibited unless for the express purpose or braaiing at an authorized function, or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose at a community or picnic site. Disturbing, collecting or destroying of plant material is prohibited except by authorization from the Manager. Disturbing, harming or destroying any wild animal or bird is prohibited. (Should wild animals become a nuisance; the problem should be brought to the attention of the Manager). The use of any open space in a manner or through conduct, which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance which may detrimentally affect the amenity or such space, is prohibited. Littering or discarding of any item whatsoever on the Town is prohibited except in receptacles specially provided. The pollution of any pond or stream is prohibited.

15.9 Domestic Employees:

For the purpose of these rules, Domestic Employees shall be defined as "any assistant" paid by the Owner. All employers will see to it that employees adhere to these rules at all time

15.10 Fireworks

The lighting or letting off of fireworks within the Town is strictly prohibited at all times.

15.11 Parties and functions on the Estate

Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within the Estate is discouraged for reasons of disruption to security, parking and the general disturbance of and inconvenience to other residents. Special permission for a function to be held within the Estate, where **more than 15** people may be attending, must be timeously sought, prior to the proposed date of such function. Such permission will not be lightly given and, in the unlikely event of permission being granted, cognizance shall be taken by the HOA of the position of the residence in relation to gates and to neighbours, parking availability, time of function, type of music to be provided, size and position of any proposed marquee, arrangements at gates, requirements for security and additional guards, as well as other matters of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed fit by the Board.

- 15.11.1.1 **Restrictions imposed on** any function shall be strictly adhered to. For the purpose of these clauses "functions" shall mean any celebratory function, party, ceremony, reception, event, or gathering etc. where **more than 15 people may be attending.**

15.12 General Aesthetics/Standards

Veranda/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, buntings, umbrellas, signs, symbols which, in the opinion of the Board, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Town or the Estate as the case may be may not be displayed.. Garage doors must be kept closed at all times, other than when legitimate ingress or egress is taking place

15.13 Disturbance

No resident may, according the judgment of the HOA, make a nuisance of him/herself in any way with disturbing behavior. Parties lasting till after midnight must quiet down. The use of any disturbingly noisy equipment is restricted to weekdays and Saturday and Sunday mornings (7H00 to 13H00). Use of this kind of equipment is prohibited on Sundays

15.14 Drying of washing

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a screened drying yard or other designated area. Items of washing must not be visible from the roads or from the common areas and must be reasonably screened from the direct view of neighbors

16. FAILURE TO COMPLY WITH THE RULES

16.1 The Board may amend or add to the Rules and Regulations

from time to time, as it may deem necessary to ensure the happy and orderly co-existence of occupants.

16.2 Failure to comply with any provisions of any rules may result in: a call for an explanation and/or an apology, and/or a reprimand and a request to comply, and/or the withdrawal of any previously given consent applicable to the particular matter, and/or an order to pay for damages resulting from non-compliance with any rule, and/or an application to the courts for the enforcement of the rule/s.

16.3 In addition to Rule 16.2 above, where any of the rules have been breached by a member, resident, visitor, occupant, contractor, subcontractor and/or Estate agent or any person bound by these rules, the directors shall have the right to penalize transgressors. Such penalties imposed by the directors shall be reflected on the monthly levy account and shall become due and payable in respect of the month in which any such penalty has been levied. Penalties may be levied according to the schedule for penalties as approved from time to time by the Board, as revised.

16.4 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the directors, who shall take due regard of the nature, circumstances and severity of each misdemeanor, breach or non-compliance.

16.5 Should any owner be aggrieved by any decision made by the directors they may, within 7 days of the finding, lodge an appeal to the Board, giving his/her reasons for such an appeal.

17. PRE PAID UTILITIES AND GAS INSTALLATION

17.1 By virtue of the Town being administered as a "green" Town, the Use of Electrical stoves, heaters or geysers will be prohibited. All the mentioned appliances will be supplied with gas energy.

17.2 All gas appliances will be installed by the developer according to applicable legislation and safety requirements.

17.3 Gas will be provided to the owners by a service provider as per agreement between the HOA and the service provider, and will be distributed to Owners on a prepaid system.

17.4 The use of gas as a source of energy necessitates the following rules:

(a) No trenches or holes may be dug by any owner deeper than 300 mm.

(b) In the event of a garage or that part of any building housing the gas meter, being enclosed, a ventilation pipe must be installed from the regulator in such a manner that it allows for safe release of any excess gas from the regulator into the open air.

(c) **No outdoor braai or any other open fire appliance may be installed by any owner without the written consent from the board first having been obtained.** Such consent will not be unreasonable withheld, but will be granted with such safety requirements needed in relation to the existing gas appliances installed, as may be necessary in each case. The owner will bear the responsibility to adhere to all such prescribed requirements. In the event of any such requirements not being met, the board will have the authority to have any such appliance installed removed immediately, the cost thereof to be added to the owner's levy.

(d) Any damage done to gas piping or equipment due to the owner not complying with these rules will be for the account of the owner,

18. AGREEMENTS

All members acknowledge that the HOA has and will enter into agreements with third parties and or service providers from time to time for the provision of services and utilities within the Town, and shall abide by any regulations and or requirements as set out by the HOA in relation to such agreements to enable compliance with the provisions of such agreements by the HOA

19. ESTATES AND SUB COMMITTEES

Each sub-committee is an Association of Home Owners in an Estate in accordance with the Conditions of Establishment and Memorandum of Incorporation, and will bear the same name as that of the Estate it represent.

19.1 OBJECTS AND POWERS OF THE SUB SUB-COMMITTEE

19.1.1 The Objects of the sub-committee are to:

- (a) provide the Owners of Dwellings in an Estate with a body to attend to the internal matters of such an Estate.
- (b) enable the representatives appointed by the Owners with the necessary powers to enable them to administer the internal affairs of the Estate, and to ensure that these powers and objects are at all time in accordance with the rules and regulations as set out in the MOI of the NPC, as applicable to Estates.
- (c) To provide the Owners with representation at the Annual General meetings, or any other meeting invited to by the Board of the NPC, and to cast a vote at such a meeting on behalf of its members as provided for in the MOI of the NPC

19.2. MEMBER'S OF ESTATES

- (a)The sub-committee has members, who are all in a single class, being owners in the Estate, each of whom has an equal vote in any matter to be decided
- (b)Membership of the sub-committee shall be limited to owners of dwellings in the Estate
- (c) Membership shall be established on date of registration of a stand onto a member's name in the Deeds Office, and shall cease when ownership is accordingly passed by registration, unless such member owns another stand.
- (d) The fact that a member ceases to be a member because of ownership thus passing, will not release such member of any responsibility towards the sub-committee of any debt arising before such date of transfer.
- (e)Where a stand or unit is owned by more than one person, such co-registered owners will collectively be deemed to be one member of The sub-committee, and will they be jointly and severably liable for all obligations towards The sub-committee.
- (f) Where a member is a legal entity, such entity shall be deemed as a member, and shall the entity be represented in all matters in Estate, according to the rules of the legal entity, and shall such representative be obliged to present proof of identity and confirmation of his representative capacity to the Board or his duly appointed representative at any meeting attended by such representative.
- (g) The terms and conditions of membership in Estate are;
 - (i) Every owner of an erf or subdivision or consolidation thereof, shall become and shall remain a member of the sub-committee or similar institution and be subject to these rules

and Memorandum of Association until he ceases to be an owner as aforesaid.

(ii) An erf shall not be transferred to any person that has not become a member of the sub-committee.

(h) An owner shall be a natural person or legal persona in who's name a property being a single stand or a sectional Title Unit, is registered in the Deeds Office, and each such unit bears one vote.

(i) The sub-committee shall maintain a register of all the members.

19.3. RIGHTS OF MEMBERS

19.3.1 Member's rights to vote

- (a)Members who are in good standing with HOA and Sub Committee (who therefore have paid all debts due and payable to the sub-committee and HOA) shall have the right to vote at all meetings of the sub-committee.
- (b)Members shall elect a representative annually at the Annual General Meeting of the sub-committee to act as representative of the sub-committee at all times.
- (c) An owner may not resign as a member of the sub-committee.

19.4. MEETINGS AND GENERAL RULES

Rules relating to quorums, meetings, proxies of the Sub Committee will be the same as those applicable on the Home Owners Association as set out in the MOI.

19.5. COMPOSITION OF THE SUB-COMMITTEE MANAGEMENT

The Sub-committee comprises of at least 3 members of whom each serves for an period of 12 moths or until re- elected by members

19.6. AUTHORITY OF THE SUB-COMMITTEE

Power and Functions of a Sub-committee ;

- (a)Determine levies payable by its members only in so far as that levy represents matters relating to the Estate.
- (b) Enforce any rule imposed by the HOA applicable on Estates..
- (c) To appoint a representative to attend any meeting of the HOA, and to vote on behalf of the owners of the Estate.
- (d) to receive the budget for the HOA applicable of the Estate, and to object thereto if necessary alternatively to accept and ensure all members are accordingly informed.
- (e) to prepare a budget and motivation for any special levy to be payable by the members of a sub- committee, and to have it approved by the HOA, and ensure that it is collected by management.
- (f) to keep records of expenses applicable on the Estate, and to hand same over to the HOA on request.
- (g) institute legal proceedings to protect existing rights of the sub-committee, enforce these Articles and/or Rules and defend any legal proceedings brought against the sub-committee;
- (h)The Sub-committee management is authorized to use it's discretion in terms of enforce and/or interpretation of these Articles and/or Rules which discretion and shall always be applied in the best interests of the sub-committee.

(i) The Sub-committee Management and members may meet to attend to their business, adjourn and otherwise regulate their Meetings, as they think fit, subject to the provisions of the MOI.

(j) Where a Sub-committee Member or Management member has personal interest or a conflict of interest in respect of any matter before the Sub-committee, the said Sub-committee Member shall be entitled to attend any meeting of the Sub-committee at which such matter is discussed or decided, however, such Sub-committee Member shall not be entitled to vote in respect of the matter in which he has a personal interest or conflict of interest and shall recuse himself from any deliberations on the issue.

19.7 DOMICILIUM CITANDI ET EXECUTANDI OF MEMBERS

(a) Every member of an Estate chooses as his/her/its *domicilium citandi et executandi* for all purposes relating to these RULES, whether in respect of payments, court process, notices or any other documents or communications of whatsoever nature, or whether in relation to any business of the HOA or the Estate, the immovable property situated in the Estate registered in such member's name.

(b) A member may only by way of written notice to the HOA sent by registered post to its registered office change the physical address chosen as his/her/its *domicilium citandi et executandi* to another physical address in the Republic of South Africa.

(c) Except in the case of any notice of any meeting for which the period is prescribed, any notice served by post shall be deemed to have been delivered on the 7th (seventh) day following dispatch.

(d) Notwithstanding any provisions to the contrary contained in these Rules, any notice or written communication served by any other means (by hand, facsimile or email transmission) shall be considered delivered where receipt has been acknowledged by the addressee or can be proven by the addressor.

(e) Where a member has expressly in writing addressed to the HOA, requested or consented to all notices and communications being addressed to the member either by email or facsimile, a notice dispatched in this manner shall be considered good notice for all purposes, provided that any legal process shall still be served at the Members chosen *domicilium citandi et executandi* as provided for in Article 19.7(a) above.