

ESTATE RULES

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1. INTRODUCTION

1.1 HELDERZICHT ECO ESTATE has been designed to provide a modern, secure, and eco-friendly lifestyle for its residents. The purpose of the ESTATE RULES is to govern the use of the ESTATE and its facilities. These ESTATE RULES are not intended to limit the lifestyle of residents, but rather to protect them.

1.2 The ESTATE RULES are binding equally on all registered owners, residents, tenants, visitors, employees, and the HOMEOWNERS ASSOCIATION ("HOA"). The registered owners of all erven are responsible to ensure that the members of their households, occupants, tenants, visitors, and employees are aware of and abide by the ESTATE RULES.

1.3 The powers of the HOA include the power to do all things reasonably necessary for the enforcement of these ESTATE RULES and for the control, management, and administration of the common property.

2. DEFINITIONS, INTERPRETATION AND DELEGATIONS

2.1 Other documents that must be read in conjunction with the HELDERZICHT ESTATE RULES are:

- a. The MEMORANDUM OF INCORPORATION of the HOA and of SONDERONDER HOA
- b. SONONDER HOA ESTATE RULES
- c. Estate Rules Transgression Chart (ERT)
- d. The Architectural & Landscaping Design Guidelines and Checklists (The GUIDE)
- e. The BUILDING RULES AND REGULATIONS (BRR)
- f. Annexure A - Contractor Fees
- g. Annexure B - SHOC (Site handover Certificate) Deliverables

2.2 All persons entering the ESTATE agree to abide by the provisions of the MEMORANDUM OF INCORPORATION and the ESTATE RULES.

2.3 These ESTATE RULES shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa. Should a discrepancy exist between the ESTATE RULES and the MEMORANDUM OF INCORPORATION, the MEMORANDUM OF INCORPORATION takes preference.

2.4 In these ESTATE RULES, unless it appears to the contrary, either expressly or by the necessary implication, the following terms shall mean the following:

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| AESTHETIC COMMITTEE | the committee appointed by the DIRECTORS to oversee the implementation of the ARCHITECTURAL GUIDELINE (the GUIDE). |
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| ARCHITECT | the person appointed by the OWNER as his/her/its architect and includes his/her/its partners, directors or associates. |
| ARCHITECTURAL PLANS | a set of plans prepared by the ARCHITECT for the construction of the HOMEOWNER'S IMPROVEMENTS on the ERF. |
| BUILDING CONTRACTOR/ CONTRACTOR | a building contractor approved by the DEVELOPER or the HOA in terms of the MEMORANDUM OF INCORPORATION and in terms of criteria determined by the DEVELOPER or the HOA and employed by an OWNER of an Erf for the construction of IMPROVEMENTS. |
| BUILDING CONTRACTORS' FEES | are the fees payable by the BUILDING CONTRACTOR to the HOA to be allowed to make IMPROVEMENTS on the ESTATE. These fees may be amended from time to time by the HOA and is set out in Annexure A of the BRR, Contractor Fees. |
| BUILDING PROJECT | the entire process of making IMPROVEMENTS on an ERF as well as all related activities taking place on the ERF. |
| BUILDING RULES AND REGULATIONS (hereafter BRR) | the agreement signed by the HOMEOWNER, the BUILDING CONTRACTOR, and the HOA before the commencement of any IMPROVEMENTS on the ERF on behalf of the HOMEOWNER. |
| CHAIRMAN | the chairman of the DIRECTORS. |
| COMMON PROPERTY (COMMON AREAS) | land registered in the name of the HOA and which does not form part of any HOMEOWNERS' property. COMMON PROPERTY also includes all internal services and infrastructure, the roads, pavements, communal gardens and streetlights as well as water, sewerage, fiber network and electricity systems. |
| COMPLETION CERTIFICATE | the certificate issued by the HOA when all IMPROVEMENTS on the ERF have been completed, all fees due by the OWNER and/or BUILDING CONTRACTOR have been paid and the HOA is satisfied that the BUILDING PROJECT has |

been satisfactorily completed.

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| MEMORANDUM OF INCORPORATION | shall mean the MEMORANDUM OF INCORPORATION of the HOA. |
| CONTROLLING ARCHITECT | an architect as nominated and appointed by the HOA from time to time for the purpose of ensuring that all IMPROVEMENTS are done according to the GUIDELINES. |
| CONTROLLING LANDSCAPING ARCHITECT | a landscaping architect as nominated and appointed by the HOA from time to time for the purpose of ensuring that all IMPROVEMENTS are done according to the GUIDELINES. |
| DEVELOPER | in respect of Helderzicht Eco Estate, Helderzicht Eco Estate Proprietary Limited, Registration Number 2017/007378/07 |
| DEVELOPMENT | certain immovable property being Portion 586 of the Farm Vyfhoek428, which are to be subdivided into a township to be known as Helderzicht Eco Estate in accordance with approval obtained from the LOCAL AUTHORITY; and includes any further developments incorporated as part of an HOA. |
| DWELLING | a house, flat, or other place of residence on an ERF, which form part of the ESTATE. |
| EMPLOYEES | any employee or contractor (including BUILDING CONTRACTORS/CONTRACTORS and their employees and sub-contractors) employed or appointed by HOMEOWNERS and/or RESIDENTS and/or persons operating a business within the ESTATE from time to time. |
| ERF | every Erf in the DEVELOPMENT. |
| ERF NUMBER | such number as used by the DEVELOPER and the Surveyor General to indicate an ERF and as indicated on a general plan or diagram. |
| ESTATE | Helderzicht Eco Estate |
| ESTATE RULES | the set of rules and regulations formally documented and as |

amended by the HOA from time to time that govern all conduct on the ESTATE.

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| ESTATE RULES TRANSGRESSION CHART (ERT) | refers to the document that stipulates the list of transgressions and the relevant applicable penalties. |
| EXPERT | a person or company who has been duly appointed by the HOA to make a binding decision in matters that would otherwise be referred to arbitration. |
| FAMILY TRUST | a trust created primarily for the benefit of the initial owner of the Erf's spouse, surviving spouse, brother, sister and/or descendants ("the Immediate Family") and/or the initial owner of the Erf himself and in respect of which the beneficiaries as to not less than 100% of the income and capital are members of the Immediate Family or which is effectively controlled by the Immediate Family and/or the initial owner of the Erf himself and of which any of the Immediate Family or the initial owner of the Erf himself is a trustee. |
| FICA | Financial Intelligence Centre Act, 38 of 2001 |
| FINES | are issued in writing for transgression of ESTATE RULES at the discretion of the BOARD OF DIRECTORS |
| GUIDE | the Helderzicht Eco Estate Design Guidelines prepared for and applicable to the Development, and includes all/any amendments made thereto from time to time |
| HOA | HELDERZICHT ECO ESTATE POTCHEFSTROOM HOMEOWNERS' ASSOCIATION NPC in respect of the Helderzicht Eco Estate, and includes their duly appointed employees, contractors or agents. |
| OWNER or OWNERS | the registered owner of an ERF. |
| HOSPITALITY AREA | the common and restaurant area. |
| HOUSE | the dwelling constructed on the ERF as the IMPROVEMENTS. |

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| IMPROVEMENTS | any structure of whatever nature constructed or erected or to be constructed or erected on an ERF. |
| LANDSCAPING CONTRACTOR | A person or company doing landscaping for a OWNER or RESIDENT and who has been duly appointed subject to the rules and regulations of the estate |
| LANDSCAPING PLANS | plans for the gardens on erven. |
| LOCAL AUTHORITY | the Local Authority having jurisdiction over the Development which, at date of approval of the DEVELOPMENT, is the JB Marks Municipality. |
| BOARD OF DIRECTORS | the governing body of the HOA from time to time, elected in terms of the MEMORANDUM OF INCORPORATION to set strategy and oversee management or its duly appointed subordinates in a particular area of responsibility. |
| MEMBER | every registered OWNER of an ERF, as well as every registered OWNER of a subdivision of an ERF. If a Member consists of more than one person such persons shall be jointly and severally liable <i>in solidum</i> for all obligation in terms of the MEMORANDUM OF INCORPORATION. |
| MEMORANDUM OF INCORPORATION | the founding document of the HOA company and sets out the structure and governance of the HOA company |
| OUTSIDE ARMED RESPONSE | such Security Response providers who have been formally approved in writing by the DIRECTORS or delegated subcommittee, to be allowed to provide armed response services on the ESTATE. A list of such approved Security Response providers is available from the HOA. This approved list may be amended from time to time. |
| PANEL OF BUILDERS | such BUILDING CONTRACTORS who have been scrutinized and formally approved in writing by the DIRECTORS or delegated subcommittee, to be allowed to do construction work and IMPROVEMENTS on the ESTATE. A list of such approved BUILDING CONTRACTORS is available from the HOA. Only builders who are on the PANEL |

OF BUILDERS may do construction work and IMPROVEMENTS on the ESTATE. The PANEL OF BUILDERS may be amended from time to time.

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| PURCHASER | the person/s or entity entering a Deed of Sale to purchase an ERF on the ESTATE. |
| RESIDENT | any person who is a resident at the ESTATE and includes OWNERS and members of their families and tenants. |
| SECONDARY IMPROVEMENTS | mean all work done by a CONTRACTOR on an existing house or structure. This includes landscaping work done around the house, additional work such as installation of air conditioning, built-in cupboards, DSTV, bathroom fittings etc. |
| SECURITY MANAGER | such person duly appointed to manage and oversee security on the ESTATE. |
| SECURITY | individuals employed by the HOA or a recognized Security Company duly appointed by the HOA to perform access control and other security functions on the ESTATE. |
| SITE HANDOVER CERTIFICATE | hereafter SHOC, specifies the requirements for commencement with IMPROVEMENTS. |
| SONONDER HOA | SONONDER HOEWES HUISEIENAARS VERENIGING NPC, Registration number: 2003/003115/08, |
| VEHICLE | any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise. |
| VISITOR | any person entering the ESTATE who is not a MEMBER, EMPLOYEE, OWNER OR RESIDENT. |
| WEBSITE | the Helderzicht Website at www.helderzicht.co.za |

2.5 All OWNERS and RESIDENTS are required to provide the HOA with the required personal information and documentation in terms of FICA, as required by the HOA.

2.6 For the purposes of receiving any notice or process to be delivered in terms of these ESTATE RULES, any person residing and/or working on the ESTATE chooses as his/her/its domicilium

citandi et executandi the address of the ERF at which such person is residing and/or working and his/her/its email address. Documents or notices delivered by hand to such ERF will be deemed to have been received on the date of delivery thereof and documents or notices transmitted by email will be deemed to have been received on the next business date of transmittance.

3. DISTURBANCES

- 3.1 Any conduct, save for normal hospitality activities, which disturbs or tends to disturb the peace and tranquility of the ESTATE and residents is not permitted.
- 3.2 No person may cause any unnecessary excessive noise to be it from, but not limited to, their erf, vehicle, guest etc., in such a way that it causes nuisance to residents.
- 3.3 Excessive and unnecessary noise by VEHICLES, appliances, tools, pets and/or excessive noise by individuals, as determined by the BOARD OF DIRECTORS in his/her/its sole and unfettered discretion, constitutes a disturbance of the peace in terms of these ESTATE RULES.

GENERAL RULES AND OBLIGATIONS.

4. VISITORS AND EMPLOYEES

- 4.1 All RESIDENTS shall make use of the HELDERZICHT Guest enrolment system to allow their guest or visitor's access to the ESTATE. If no code is generated for the guest or visitor, the security guard will endeavor to obtain authority from the relevant RESIDENT to admit the person concerned to the ESTATE.
- 4.2 It will be the responsibility of the OWNER/TENANT to register on the HELDERZICHT Guest system. If such authority is not obtained by the security guard, he/she/it will be entitled to refuse the person concerned access to the ESTATE.
- 4.3 Any guest or visitor who is not in possession of a guest code and who is required to be scanned in to gain access will be required to present a valid driver's license and the VEHICLE must be correctly licensed. Without these two criteria being met, access will not be granted. For security reasons, no codes are to be generated to a third party, who is not a bona fide guest or visitor to the RESIDENT'S own premises, where the RESIDENT will be physically present at the time of the visit.
- 4.4 RESIDENTS who fail to generate codes for their guest or visitors more than 10 times per month, could be levied an administration fee per pin code that was generated by Security. The amount of this fee will be at the discretion of the BOARD OF DIRECTORS.

- 4.5 The right of admission to the ESTATE shall be under the control of the HOA that may on any reasonable grounds deny any person access to the ESTATE.
- 4.6 RESIDENTS are required to notify the HOA of and to provide full details of any EMPLOYEES who reside on the ESTATE.
- 4.7 If the security guard on duty has no record of the arrival of any EMPLOYEES, the security guard may (but will not be obliged to) endeavor to obtain authority from the relevant RESIDENT to admit the EMPLOYEE concerned to the ESTATE. If such authority is not obtained the security guard will be entitled to refuse such EMPLOYEE access to the ESTATE.
- 4.8 The maximum number of EMPLOYEES allowed to reside on an ERF is 2 (two).

5. DOMESTIC REFUSE

All refuse shall be kept in suitable containers, which shall not be visible from any road, except when placed in containers for purposes of collection by the LOCAL AUTHORITY or waste collection contractors. Refuse must be placed in a container for purposes of refuse removal and which container must be a green wheely bin with dimension 730mm(L) x 580mm(W) x 1060mm(H) marked in white with the applicable street address. The BOARD OF DIRECTORS may, from time to time, by notice in writing to all residents –

- a. prescribe the type and size of refuse containers to be obtained and used.
- b. provide directions regarding any place designated for refuse removal.

- 5.1 It shall be the duty of every RESIDENT to ensure that any direction given by the BOARD OF DIRECTORS from time to time is observed and implemented.
- 5.2 Where, in the opinion of the BOARD OF DIRECTORS, any refuse is of such size and nature that it cannot be expediently removed by the LOCAL AUTHORITY or by waste collection contractors, the BOARD OF DIRECTORS shall give the RESIDENT wishing to dispose of such refuse such directions for its disposal as he/she/it may deem fit.

6. ANIMALS

- 6.1 Only domestic animals posing no danger may be kept. The maximum number of dogs and cats that may be kept on an ERF are 2 dogs and 2 cats. All domestic animals shall always bear a tag, which shall reflect the name, telephone number and ERF number of the relevant OWNER or RESIDENT.

- 6.2 DOGS:
- a. Dogs must be kept in suitable enclosures and be prevented from straying off the relevant OWNER'S or RESIDENT'S ERF.
 - b. Dogs shall not be allowed in COMMON AREAS unless under strict control and on a leash. If any dog digs holes and/or otherwise damages COMMON AREAS, the relevant OWNER or RESIDENT shall be required to repair the damage.
 - c. Dogs found hunting or harassing wildlife will be required to be removed from the ESTATE.
 - d. Dog owners must ensure that they carry with them a receptacle and clean up any mess created by their animals.
- 6.3 CATS:
- a. All cats need to have a securely attached collar with an effective bell to limit hunting success.
 - b. All cats need to be neutered / spayed.
 - c. Problem cats or cats found wandering will be humanely trapped and impounded by the HOA Compliance Officer. Where cats are a nuisance to other residents, the transgression chart point 3 will be applied.
- 6.4 No reptiles, farm animals or any exotic pets may be brought onto the ESTATE or kept.
- 6.5 If animals are brought onto or found upon the ESTATE contrary to the provisions of these ESTATE RULES or if any animal creates a nuisance to other residents, the HOA shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either:
- a. require the relevant OWNER or RESIDENT to remove the animal from the ESTATE.
 - b. and/or itself remove the relevant animal from the ESTATE and to claim all costs so incurred from the relevant OWNER or RESIDENT.
- 6.6 No breeding of dogs or cats is allowed on the ESTATE.
- 6.7 Guest and visitors are not allowed to bring any animals onto the ESTATE, except for service animals.
- 6.8 Pet rabbits, hamsters or guineapigs and other rodents must be neutered and kept in an escape proof hutch. Any pet rabbit or rodent found loose will be removed from the estate immediately. No pet of any description is allowed to be dumped, released, or left once a residence is vacated or the pet is no longer wanted. No pet turtles or exotic fish may be released into dams on the ESTATE.
- 6.9 Any damages caused to another's property by any pet will be for the OWNER'S or RESIDENT'S expense.
- 6.10 No pet is allowed to chase or attack any of the natural wildlife on the ESTATE. Any pet found doing this will be removed from the ESTATE. This includes the training of gundogs or similar activities.

7. TRAFFIC

- 7.1 The movement and control of traffic and pedestrians are subject to the ESTATE RULES and such further directives as may be made by the BOARD OF DIRECTORS with regard thereto.
- 7.2 No person shall drive or ride any VEHICLE within the ESTATE in such a manner that would constitute an offence under any traffic ordinance. All VEHICLES shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, VEHICLES emitting excessive noise, smoke and/or oil are prohibited.
- 7.3 No VEHICLES or persons shall enter or leave the ESTATE at any point except at the entrance gates, other than in extra-ordinary circumstances and with the prior written consent of the BOARD OF DIRECTORS or SECURITY MANAGER.
- 7.4 Any motor vehicle found to be driven by a minor who is not in possession of a valid learners' license and accompanied by a licensed driver, will incur a substantial contravention penalty as set by the BOARD OF DIRECTORS from time to time.
- 7.5 Subject to consent being obtained from the BOARD OF DIRECTORS, heavy vehicles are not permitted on Saturdays, Sundays, or Public Holidays, nor before 07:00 and after 18:00 on weekdays.
- 7.6 A maximum speed limit of 30 km/h (thirty kilometres per hour) shall apply, provided that lower speed limits may be imposed by the HOA where this is deemed necessary.
- 7.7 Routine speed checking will be done by suitably trained personnel, who will be authorised to issue penalties in accordance with a contravention in terms of the Estate Rules Transgression Chart. Any person, verbally abusing, disrespecting, failing to stop or challenging the appointed person carrying out the speed checking will be issued with a further penalty as set out in the Estate Rules Transgression Chart.
- 7.8 Persons, animals, and birds shall always have the right of way on and about the ESTATE. VEHICLES shall be brought to a stop whenever necessary.
- 7.9 The BOARD OF DIRECTORS reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps/pedestrian-crossings, that they in their sole discretion deem necessary from time to time.
- 7.10 The driving of VEHICLES is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the HOA for that purpose. No unlicensed motorbikes and quad bikes may be driven on the ESTATE'S roads.
- 7.11 The BOARD OF DIRECTORS reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps/pedestrian-crossings, that they in their sole discretion deem necessary from time to time.

8. PARKING

- 8.1 Parking will only be allowed in areas designated for such purpose by the HOA by means of appropriate signage.

- 8.2 No person shall park or store any trailer, caravan, boat, truck, or lorry within the ESTATE, in such a way that it is visible from the road except with the consent of the HOA. No trailers, caravans or boats shall be brought onto the ESTATE, except with the consent of, and subject to, such conditions as may be prescribed by the HOA from time to time. Quad bikes may be stored under the conditions above but must not be ridden anywhere on the ESTATE.
- 8.3 Should a VEHICLE be parked or abandoned in breach of the ESTATE RULES or MEMORANDUM OF INCORPORATION, the BOARD OF DIRECTORS may
- a. impose the applicable warning / fine on the owner of, or on the person responsible for, the VEHICLE; and/or
 - b. the BOARD OF DIRECTORS may have the VEHICLE'S wheels clamped at the risk and expense, including the payment of a release fine of R500.00, of its owner or of the person responsible for it; or
 - c. HOA may apply for a court order at the cost of the owner of, or of the person responsible for, the VEHICLE to compel him or her to comply with the notice and/or to pay such fine and any cost incurred in connection with the clamping or removal of the VEHICLE.

9. SECURITY

- 9.1 Security personnel are there for the safety and protection of the ESTATE, its employees, residents and assets, and their role should be respected. Security guards may under no circumstances be abused or obstructed from performing their functions. They control access to the ESTATE and all employees, contractors, visitors, tenants, and residents must always adhere to all security rules as amended from time to time. Security personnel are not to be used for any errands other than approved by the BOARD OF DIRECTORS.
- 9.2 The BOARD OF DIRECTORS and SECURITY MANAGER may make ESTATE RULES or temporarily alter ESTATE RULES as deemed fit in their discretion to enhance, manage, and improve the security of the ESTATE. This may include access procedures and traffic redirection as well as denying access to any persons they deem a security risk until proven otherwise.
- 9.3 No person shall do anything which is or might be prejudicial to the security of any RESIDENT.
- 9.4 Any action and or incident that might have a negative effect to the security of the ESTATE and its RESIDENTS or EMPLOYEES must immediately be reported to the BOARD OF DIRECTORS or SECURITY MANAGER.
- 9.5 It is in the best interest of all residents that no food or gifts are offered to security guards while they are on duty. Should anyone wish to make a gift or donation to any guard or staff- member, residents are requested to obtain consent from the BOARD OF DIRECTORS.
- 9.6 VEHICLES are subject to be searched at any time, on the discretion of the SECURITY MANAGER.
- 9.7 VEHICLES entering the ESTATE will from time to time be inspected by SECURITY with a vehicle search mirror to check for any oil leaks. VEHICLES showing oil leaks will not be allowed to enter the ESTATE.
- 9.8 Contractors may only enter the ESTATE through the contractors' gate or as indicated.

- 9.9 All VEHICLES entering and/or leaving the ESTATE shall stop at the vehicle entrances. No VEHICLE shall enter the ESTATE unless admitted by the guard on duty at the gate, except where the HOA has issued to the driver, at the driver's cost, a device enabling the driver to operate the vehicle entrance gate himself/herself. Such devices are issued for the personal use of the persons to whom they are issued and shall not be shared with or used by or transferred to any other persons.
- 9.10 Any contractor or employee who has been engaged or employed by an OWNER or a RESIDENT to supply goods or services on the ESTATE will be required to apply to the SECURITY MANAGER for permission to enter the ESTATE before being permitted access to the ESTATE. The contractor or employee concerned will be required to apply for a criminal record check report which they will forward directly to the Estate Manager, to make an appropriate decision as to approve access to the ESTATE or not and inform the applicant accordingly. Should access be approved, the registration office will inform the applicant to visit the said office for enrolment and access to the ESTATE. No contractor or employee may enter the ESTATE unless and until his/her application for access has been approved in writing by the SECURITY MANAGER.
- 9.11 The owner or resident remains responsible for their own security. The HOA or DIRECTORS cannot be held responsible for any security breach.

10. SECURITY MEASURES

10.1 BIOMETRIC ACCESS

It is mandatory for everybody residing or working at the ESTATE to be enrolled on the access system to have access through the electronic booms and turnstiles. Only people who are approved to operate and work on the ESTATE are entitled to be enrolled. The HOA ensure that all personal information collected for the purposes of the Biometric Access system is in accordance with the Protection of Personal Information Act 4 of 2013.

10.2 ELECTRIC FENCING

The ESTATE is surrounded with a high voltage electric fence coupled with an intrusion detection system which is monitored from the security control center. The electric fence is open on the inside of the ESTATE and is equipped with sufficient warning signs to warn people to stay away. People working or residing on the ESTATE must take note that the fence is always live.

10.3 ALARM SYSTEMS

Burglar alarms must be in a sound working condition and comply with any regulations which the HOA may make with regard thereto from time to time. Related sirens must not disturb neighbours (i.e., be silent to the outside environment). Armed response service providers are limited to the onsite security response team. Outside armed response will not be effective as they would have to go through an enrolment process each time, they enter the estate. Outside armed response will be limited to the names on the HOA's list of preferred suppliers.

11. COMMON AREAS AND ENVIRONMENTAL ASPECTS

- 11.1 The HOA shall be entitled to control all aspects of the environment on or about the ESTATE, including but not limited, to the management and control of fauna and flora on the ESTATE.
- 11.2 No person shall do anything or omit to do anything that may, in the opinion of the HOA, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of COMMON AREAS by RESIDENTS.
- 11.3 Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically designated by the HOA for that purpose. Fires may not be lit on any DWELLING other than in properly constructed braais/fireplaces designed for that purpose or manufactured braais, including, but not limited to, a Weber braai.
- 11.4 No person shall (without the prior written authority of the HOA) pick or plant any flowers or plants on or about the COMMON AREAS. No picking of flowers is allowed in the natural areas or public landscaping of the ESTATE. The BOARD OF DIRECTORS shall be entitled to prohibit or restrict access to any part of the ESTATE, excluding the ERVEN, to preserve the natural fauna and flora.
- 11.5 The sidewalks may be used by walkers and cyclist, but walkers have right of way. Cyclists and walkers/joggers should keep strictly to the sidewalks and other tracks through the bio corridor to prevent damaging sensitive vegetation. Cyclists must ensure that they ride in the indicated direction to avoid collision and injury. No motorbikes or other petrol driven vehicles are allowed on the sidewalks.
- 11.6 No person shall discharge any firearm, air-rifle, crossbow, paintball gun or similar weapon or device on or about the ESTATE. Hunting and trapping in any manner is strictly prohibited, provided that the HOA may approve such activities for the sole purpose of the control of alien species, nuisance, or vermin.
- 11.7 No person shall anywhere on the ESTATE disturb, harm, destroy or permit to be disturbed, harmed, or destroyed any wild animal, domestic animal, reptile, or bird.
- 11.8 No temporary structures (tree houses) as defined by the National Building Regulations may be erected in the COMMON AREAS.
- 11.9 No swimming or fishing is allowed in the lakes/dams and or any water features on the ESTATE other than where signage indicates that such activities are allowed.
- 11.10 No boreholes or well points may be erected on any ERF.
- 11.11 No Bluetooth speakers playing loud music are to be used in the COMMON AREAS, parks or fields.

12. BUILDING REGULATIONS AND PRE - CONSTRUCTION PHASE

- 12.1 All buildings must be planned and built according to the Architectural & Landscaping Design Guidelines and Checklists (The GUIDE).
- 12.2 It is the responsibility of MEMBERS and builders to ensure that the GUIDE is adhered to and that all building-sites are kept neat. Any and all building rubble will be cleared by the OWNER or builder

during and after construction.

- 12.3 Members and builders are responsible for any packaging of building material or any other material which may litter any COMMON AREA.
- 12.4 No construction crew may live on any erven or COMMON AREA in ESTATE.
- 12.5 Any construction worker/builder or construction company may be asked to leave ESTATE if any person/s or company is unruly or behaves in such a manner that constitutes a nuisance to other owners and is outside the normal construction duties of any such person/s or company.
- 12.6 Construction of any buildings shall commence within 12 months from date of registration or transfer of ownership from the township establisher. An OWNER will be able to apply, before the expiry of the aforementioned 12 months, for a further 12 months extension at the HOA, which consent to extension may not be unreasonably withheld. Construction started must be completed within 12 months. Failing which a MEMBER will pay a penalty as determine by the BOARD OF DIRECTORS.
- 12.7 A vacant erf must be cleaned on a regular basis. The height of the fauna on an empty stand may not exceed 30 cm. If a MEMBER does not maintain his/her/its erf the erf will be cleaned by the HOA at the expense of the MEMBER at a cost per square meter determined by the BOARD OF DIRECTORS.

13. BACK-UP ELECTRICAL SYSTEM

The necessity for back-up electricity generation has become a reality. However, to accommodate neighbours and the environment an inverter with back-up batteries (solar panels may also be used) is the only method allowed.

Any back-up electrical system that is intended to be permanently connected into the existing electrical circuits/distribution board must be installed by a qualified electrician and the appropriate compliance certificate issued.

LETTING AND RESALE

14. TENANT APPROVAL

- 14.1 MEMBERS of the HOA shall ensure that no tenants are allowed occupancy on the ESTATE, unless such tenants have been approved by the HOA and the appropriate Administration fee paid. The same HOA approval will be required for any renewals of lease agreements and a renewal fee will be payable to the HOA before access is extended.
- 14.2 The proposed tenants will be required to complete an application form provided by the HOA as part of the official HOA Tenant Leasing Procedure pack, which include all other required documents to be completed. A written undertaking must be given by such tenant to comply with the provisions of both the MEMORANDUM OF INCORPORATION and the rules and regulations made and determined in accordance therewith.

- 14.3 The proposed tenants will also be required to submit his/her identity document and/or passport and submit his/her for fingerprints to be taken by the SECURITY MANAGER and/or his/her/its delegate for the purpose of doing a criminal and/or background check.
- 14.4 These ESTATE RULES apply to and are binding upon all tenants. An OWNER (or his/her/its agent) who intends to let a DWELLING shall furnish his/her/its tenant with a copy of these ESTATE RULES.
- 14.5 The HOA must give its approval prior to any DWELLING being let.
- 14.6 The HOA must approve the occupation in writing of a permanent DWELLING for financial gain as a rental (leasing) no matter how short the period is.
- 14.7 The HOA consider short-term letting of 30 (thirty) days or less as a commercial activity which is prohibited and accordingly the HOA will not give its approval. Each DWELLING may only be occupied by 1 (one) bona fide household, consisting of 1 (one) family DWELLING, and its direct relatives, and temporary bona fide social visitors from time to time. No RESIDENT shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its DWELLING as accommodation, or to form a commune, or similar live-in arrangement.
- 14.8 MEMBERS or their agents shall give the HOA prior written notice of any tenants or guests who are to occupy the members' residences in the absence of those MEMBERS.
- 14.9 If any tenant, guest, employee or other invitee of any MEMBER fails to comply with any of the provisions of these ESTATE RULES, the HOA shall be entitled to deny that tenant, guest, employee or other invitee access to the ESTATE.

15. 2% (TWO PERCENT) CONTRIBUTION ON TRANSFER (APPLICABLE TO HELDERZICHT HOA ONLY)

- 15.1 An amount of 2% (two percent) of the purchase price payable (or if there is no purchase price paid or payable, then 2% (two percent) of the fair market value of the Erf or DWELLING) in respect of each Erf or DWELLING (as the case may be) sold by a Member to a third party per sale transaction will be paid by the Member (as seller of the Erf or DWELLING) to the Association.
- 15.2 The aforesaid amount payable to the Association will form part of the clearance to be obtained from the Association in respect of registration of transfer of the Erf or DWELLING in question in the name of such third-party purchaser.
- 15.3 The provisions of this clause 15.2 of the MEMORANDUM OF INCORPORATION shall not apply in the event of a transfer to a family trust or transfer from a deceased estate to a surviving spouse or direct family member.

16. AGENTS

- 16.1 Only an estate or property agent accredited by the BOARD OF DIRECTORS and any sub-structure may be employed in the sale or letting of any property at the ESTATE, which accreditation may be withdrawn by the BOARD OF DIRECTORS in its discretion.

- 16.2 Such agents must operate on a "by appointment" basis. Advertisement boards may only be placed on the structure erected by the HOA at the entrance gate of the ESTATE or any sub-estate by accredited agents. The boards must be 600mm by 400 mm in size.
- 16.3 Only one board per agency will be allowed. They may not erect any other "for sale" or "show house" or "sold" boards or any other signage boards whatsoever within or outside the ESTATE, and they must personally accompany prospective purchasers or tenants onto the property.
- 16.4 Such boards may only be displayed by such agent if he/she holds a valid fidelity fund certificate and mandate at that point in time by any OWNER or the DEVELOPER, to sell erven or DWELLINGS in the ESTATE. Estate Agents shall be liable for the payment of such fees in respect of such boards as may be determined by the BOARD OF DIRECTORS from time to time.
- 16.5 An agent will be accredited only after signing an agreement with the HOA that such agent will abide by stipulated procedures applicable to the sale or letting of a DWELLING or any interest therein on the ESTATE and will make any Purchaser aware of the MEMORANDUM OF INCORPORATION, estate rules relevant considerations and matters applicable to ownership or occupancy. Agents will ensure that copies of all the current and updated rules are signed by the buyers. Before a property will be signed off by the HOA a copy of the signed rules must be handed to the managing agent and the Chairperson/Secretary of the HOA.
- 16.6 Any document prepared by the agent containing an offer of sale or an offer to purchase must include such clauses as the BOARD OF DIRECTORS may require from time to time and such document must be pre-approved by the BOARD OF DIRECTORS before being signed by any seller and purchaser.

CONDUCT

17. VANDALISM

- 17.1 The HOA has a zero-tolerance approach to vandalism (damage) of property.
- 17.2 The following action will be taken against the perpetrators of any such acts:
- a. All damages will be restored at the perpetrator's or his/her parents' expense in the case of a minor.
 - b. Should damage be caused to the property of an OWNER within the ESTATE, the HOA will provide the OWNER and RESIDENT with all the information at its disposal with regards to such damage.
 - c. Any legal action will then be at the decision of the OWNER.
- 17.3 Trespassing on a resident's private property will incur a penalty as set out in the Estate Rules Transgression Chart.

18. DELINQUENT BEHAVIOUR BY MINORS

- 18.1 The DIRECTORS will impose a penalty (set out in the ESTATE Rules Transgression Chart) or such greater penalty as deemed appropriate by the DIRECTORS, for any minor found to be responsible for conduct or behavior which in the view of the DIRECTORS has brought the name of the ESTATE into disrepute, caused excessive waste of ESTATE resources, caused damage or loss to the ESTATE or residents and owners.
- 18.2 In addition, the parents of the minor will be held responsible for the costs of repair, restoration or replacement of the damaged property.

19. GENERAL CONDUCT

- 19.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washinglines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other ERF.
- 19.2 No unauthorised persons are allowed on any ERF where building operations are under progress.
- 19.3 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the BOARD OF DIRECTORS to other RESIDENTS.
- 19.4 The use of noisy machinery and power tools in the open (i.e. outside a purpose-built workshop), outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances.
- 19.5 All building work, whether undertaken by a contractor or by the RESIDENT, must be done during the hours stipulated by the HOA from time to time for BUILDING CONTRACTORS. Loud music and other undue noise are not permitted.
- 19.6 To maintain the low-density residential nature of the ESTATE, no member or tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any dwelling on the ESTATE.

20. ELECTRONIC EQUIPMENT

The possession, ownership, operation or use of illegal trans-receiving devices and/or radio equipment in addition to any other legal equipment which may interfere with the electronic services on the ESTATE are prohibited.

21. FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 21.1 No person shall bring or permit any person to bring any substances onto the ESTATE or permit the storage of any substances on the ESTATE which may constitute a fire hazard or a threat to the health of any RESIDENT or other person or which may result in the contamination of the

ESTATE.

21.2 Fireworks are strictly prohibited.

22. AIRCRAFT LANDING

22.1 For security reasons and the protection of privacy of RESIDENTS, no aircraft (including drones) are permitted to be operated over or land, on private or ESTATE property or other open areas, without consent by the HOA. Consent shall only be considered on receipt of a completed and signed application and indemnity form.

22.2 Drones may be operated for the exclusive use of marketing/sales/security/events and any such related matters, subject to Civil Aviation Authority procedures and consent by the HOA

23. COMMERCIAL ACTIVITIES

23.1 Save for those commercial activities recorded by the DEVELOPER for the ESTATE at the time of the incorporation of the HOA, the BOARD OF DIRECTORS is entitled to regulate all commercial activities on or about the ESTATE.

23.2 No dwelling or living DWELLING in the estate may be used for office or any business activity without the prior written consent of the HOA.

23.3 No advertising board or signs, including business signage of any nature, may be displayed on or about the ESTATE, except the standard architectural building board during building construction, without the HOA's approval.

23.4 No "For Sale" signs or any signage pertaining to the sale of ERVEN except that of the sales agency duly mandated by the DEVELOPER may be displayed on the ESTATE or on private ERVEN or affixed to any buildings.

23.5 No door-to-door canvassing and/or selling are permitted.

24. BUILDING REQUIREMENTS AND CONSTRUCTION

24.1 Please see the BUILDING RULES AND REGULATIONS and Annexure B SHOC Deliverables which is available on the WEBSITE.

24.2 Should any dispute arise in connection with the ARCHITECTURAL & LANDSCAPING DESIGN GUIDELINES, including without limitation, the application and/or interpretation thereof, the CONTROLLING ARCHITECTS' decision in respect of any such dispute shall be final and binding upon the parties to the dispute and if necessary the CONTROLLING ARCHITECTS can, with the approval of the HOA, make the necessary amendments to the above GUIDELINES where such GUIDELINES are, in the sole discretion of the CONTROLLING ARCHITECTS' and the HOA, lacking or vague.

25. APPROVAL OF ALTERATIONS AFTER OCCUPATION

- 25.1 Should the OWNER wish to make alterations to his/her house and or Garden the OWNER must adhere to the following:
- 25.2 All alterations must be shown on a plan for alterations done to IMPROVEMENTS and or LANDSCAPING for scrutiny by the HOA.
- 25.3 The CONTROLLING ARCHITECT and HOA will not fulfil the function of approving plans insofar as compliance with the LOCAL AUTHORITY by-laws etc. is concerned but will merely ensure that they comply with the GUIDELINES and where possible identify matters of possible conflict.
- 25.4 All building plans must be submitted to the offices of the CONTROLLING ARCHITECTS. All LANDSCAPING PLANS must be handed in to the offices of the HOA.
- 25.5 The CONTROLLING ARCHITECTS will meet every two weeks, or as determined from time to time together with the AESTHETIC COMMITTEE to evaluate the plan submissions. Written responses will be made on all submissions to the CONTROLLING ARCHITECTS after these meetings.
- 25.6 All plans necessary for LOCAL AUTHORITY approval must be submitted, together with the fully completed Architectural Plan Checklist (for the Architectural Plan Checklist), a perspective drawing, an A3 set of all building plans and an extra rendered paper copy for HOA record purposes.
- 25.7 Approved drawings will be stamped by the CONTROLLING ARCHITECTS and made available for collection by the ARCHITECT or OWNER for submission to the LOCAL AUTHORITY.
- 25.8 All approval fees, (i.e., Council fees) are for the HOMEOWNER'S account.
- 25.9 No building activity will be allowed without proof of the approved plans from the CONTROLLING ARCHITECTS and if needed the JB Marks Municipality or a letter from JB Marks Municipality authorizing the OWNER to start.
- 25.10 Where alterations are made without such approved plans the HOA reserves the right to insist, they must be reversed and may levy a monthly penalty of R5,000 for every month during which such reversal has not been completed.

26. LANDSCAPING, POOLS, JUNGLE GYMS etc.

- 26.1 The nature, content and design of the gardens on an ERF, including the establishment and maintenance of landscaping in these areas and all pools must be maintained and shall be subject to the standards required by the HOA. Should the standards not be adhered to, the HOA shall take such steps as it may deem necessary to ensure that the required standards are adhered to and will charge the OWNER accordingly.
- 26.2 No liability will be accepted by the HOA for any damage, accidents or injury to any person caused by swimming pools on an ERF.
- 26.3 Jungle Gyms, swings, trampolines, doll houses, bird cages, garden sheds, portable or temporary swimming pools, garden accents and decorations, sculptures, name signs / boards and similar equipment or structures must be placed below the level of garden/yard walls in order that they are

not readily visible from any road and/or other ERF or public open space. No temporary wire fencing or similar fencing may be erected, and all boundary screen elements must comply with the Aesthetic guidelines.

- 26.4 OWNERS may apply to the HOA to landscape areas of COMMON PROPERTY around an ERF owned by them which in their view would benefit from extra landscaping. Whether or not this will be permitted will be entirely at the discretion of the HOA regarding any area or ERF. OWNERS will be obliged to accept that such permission will be granted in some cases and not in others.
- 26.5 No temporary structures, as defined by the National Building Regulations, may be erected.

27. ELECTRICITY SUPPLY

The JB Marks Municipality owns and maintains the electrical supply on the ESTATE and all OWNERS must apply for their electricity connection directly from JB Marks Municipality subject to all the terms conditions and fees of the JB Marks Municipality. Faults must be reported directly to JB Marks Municipality.

28. WATER SUPPLY

The JB Marks Municipality owns and maintains the water supply on the ESTATE and all OWNERS must apply for their water connection directly from JB Marks Municipality subject to all the terms conditions and fees of the JB Marks Municipality. Faults must be reported directly to JB Marks Municipality.

29. IRRIGATION WATER

- 29.1 The HOA can connect water meters to properties.
- 29.2 The HOA shall not be liable for damages, expenses or costs caused to RESIDENTS for any interruption in supply.
- 29.3 Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the ERF installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 29.4 No person, other than a person specifically authorised thereto by the HOA or the BOARD OF DIRECTORS in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.
- 29.5 The BOARD OF DIRECTORS may, without notice, disconnect any ERF temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 29.6 The MEMBERS shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each ERF at a charge determined from time to time by the HOA.
- 29.7 Procedures, costs, and all other aspects relating to the system utilised on the ESTATE shall be determined from time to time by the HOA and communicated to MEMBERS by the BOARD OF DIRECTORS.
- 29.8 Collection of rainwater is permitted, provided that the design of such method is permitted in terms

of the GUIDELINES and approved by the HOA.

- 29.9 To effectively manage water resources, no borehole may be sunk on the ESTATE, nor any existing borehole used for any purpose whatsoever.
- 29.10 The HOA shall take all reasonable steps to procure and maintain an adequate supply of water to OWNERS or RESIDENTS but does not guarantee that same will always be maintained.
- 29.11 The HOA shall not be liable for damages, expenses or costs caused to RESIDENTS due to flooding and excess storm water.

30. LEVIES

- 30.1 The HOA shall be entitled to implement and enforce a monthly or special levy against each member to cover costs of all necessary security, administration, maintenance, repairs, CSOS levy, SONONDER HOA levy, improvements of COMMON PROPERTY and carrying out of improvements and bulk and internal engineering services and installations which may be the responsibility of the HOA, and to build up a reserve fund for the future capital expenditure in respect of such obligations in compliance with the MEMORANDUM OF INCORPORATION.
- 30.2 Levies are payable by MEMBERS/OWNERS monthly in advance by bank debit order on the first day of each month into the bank account of the HOA.
- 30.3 The HOA shall after the end of each financial year, as soon as reasonably possible prepare and serve for consideration an estimate in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, in respect of the preceding year.
- 30.4 The HOA may include in such estimate an amount to be held in reserve to meet anticipated future capital or other expenditure not of an annual nature, subject to the minimum required in terms of the empowering legislation.
- 30.5 These estimates shall be submitted to the HOA in general meeting for ratification by simple majority of the members present at such general meeting.
- 30.6 The notice to each member shall specify the contribution payable by that member to such expenses and reserve fund; any increase in monthly levies shall become payable on the date as specified in the notice.
- 30.7 The HOA shall also be entitled to institute special levies for once off capital expenses or once off projects approved by the HOA or members in general meeting, by simple majority or such other percentage as the MEMORANDUM OF INCORPORATION may determine.
- 30.8 The DEVELOPER shall not be liable for, and neither shall the HOA be entitled to claim payment of any levies in respect of any unsold erven in the ESTATE still registered in the DEVELOPER's name which includes any unsold erven within the ESTATE. All levies in respect of the erven/properties of the DEVELOPER shall only attract levies from the first registration thereof in the name of members. Such exemptions shall therefore not apply to members in respect of such erf from date of registration in the name of such member payable to the HOA., but such exemption shall apply to any DEVELOPER buying a portion or remaining extent, not erven, of the TOWNSHIP of the ESTATE.

- 30.9 Levy and water accounts will be sent electronically, and it will be the OWNER'S responsibility to ensure all their details are correct and up to date. The HOA will not take responsibility if an OWNER did not receive an account.
- 30.10 Any amount not paid on due date shall attract interest at a rate determined by the BOARD OF DIRECTORS until payment has been received.
- 30.11 MEMBERS shall, in the discretion of the HOA either pay levies directly to the SONONDER HOA or to the HOA who then shall be invoiced by the SONONDER HOA and the HOA shall pay any and all such levies on behalf of its MEMBERS to the SONONDER HOA and on a monthly basis shall recover same from any such OWNER/MEMBER.

31. WARNINGS AND PENALTIES

- 31.1 Warnings and Penalties are issued according to the Estate Rules Transgression Chart (ERT) as published on the Helderzicht Website. They are to be paid into the HOA account within 30 days from date of being issued. If an OWNER feels the FINE is unwarranted, they may appeal in writing to the DIRECTORS, but the FINE must be paid in the meantime.
- 31.2 The HOA shall investigate (in such manner as it deems fit) written complaints received from RESIDENTS relating to the behavior and/or conduct of other RESIDENTS and persons on or about the ESTATE and shall take such steps with regard thereto as it may deem fit. The HOA shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether complaints are received.
- 31.3 If any person contravenes or fails to comply with any of the provisions of these ESTATE RULES or any conditions imposed by or directives given by the HOA in terms of these ESTATE RULES, the BOARD OF DIRECTORS or SECURITY MANAGER shall be entitled (without limiting any other rights afforded to them in terms of these ESTATE RULES) to impose a FINE as may be approved by the HOA from time to time on the person concerned.
- 31.4 If the person concerned is a family member, guest, tenant, or other invitee of a MEMBER, that MEMBER will be liable for payment of such FINE. Any FINE imposed on a MEMBER and/or his/her/its family members, tenant, guest, or other invitee shall be deemed to be a debt due and payable by the MEMBER concerned to the HOA forthwith on demand.

32. ENFORCEMENT OF THE ESTATE RULES

- 32.1 For purposes of the enforcement of any of the ESTATE RULES, the DIRECTORS may take or cause to be taken such steps as they may consider necessary to remedy the breach of the ESTATE RULES of which a RESIDENT may be guilty, and the HOA may take such action, including court proceedings, as it may deem fit.
- 32.2 In the event of any MEMBER disputing the fact that he/she/it has committed a breach of any of the ESTATE RULES or in the event of any MEMBER appealing against a penalty, an ad hoc committee comprising of 3 (THREE) DIRECTORS, will be appointed by the CHAIRMAN for that purpose and shall adjudicate upon the issue at such time and in such manner and according to

such procedure as the CHAIRMAN may direct. Proceedings will take place without legal representation.

32.3 Notwithstanding the above proceedings, the DIRECTORS reserve the right to institute civil action in a court of competent jurisdiction or lay criminal charges against a transgressor, in the name of the HOA.

32.4 Notwithstanding the foregoing, the DIRECTORS may in the name of the HOA enforce the provisions of any ESTATE RULES by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

33. GENERAL ESTATE RULES

33.1 The HOA shall have control of the use of all recreational and entertainment facilities and all other amenities on the COMMON PROPERTY of the ESTATE and the DIRECTORS shall have the right to levy charges for the use thereof.

33.2 In general, where no specific ESTATE RULES have applicability, the DIRECTORS reserve the right for the BOARD OF DIRECTORS to make ESTATE RULES from time to time that he/she/it may deem necessary subject to the approval of the DIRECTORS.

33.3 The DIRECTORS reserve the right to amend these ESTATE RULES from time to time in such manner as they deem necessary.

33.4 The BOARD OF DIRECTORS will publish any changes in the ESTATE RULES on the WEBSITE.

34. AMENDMENT

These rules may be amended at a meeting of the General Body of members of the HOA by simple majority vote, from time to time, and notice of such approved amendments shall be given to all members, who shall be bound by such amendments or additions to be considered by the HOA. The percentage of votes of members shall be calculated at a rate based on one vote per erf or living DWELLING.

Estate Rules Transgression Chart (ERT)

| NO. | DESCRIPTION | PENALTY |
|----------|--|--|
| 1 | DISTURBANCES (Warnings for First Offence) | |
| a | Domestic noise (loud music, partying, etc): Second Offence | R 500.00 |
| b | Domestic noise (loud music, partying, etc): Third Offence | R 1000.00 |
| c | After hours social noise (loud music, partying, etc): Second Offence | R 500.00 |
| d | After hours social noise (loud music, partying, etc): Third Offence | R 1000.00 |
| c | Domestic Animal noise disturbances (excessive dog barking) | R 1000.00 |
| 2 | DOMESTIC REFUSE & WASTE (Warnings for First Offence) | |
| a | Dustbins not kept in courtyard | R 300.00 |
| b | Refuse, boxes and materials stored on verge or driveway | R 300.00 |
| c | Landscaping material stored on verge or driveway | R 300.00 |
| d | Washing not screened | R 300.00 |
| 3 | ANIMALS (Warnings for First Offence) | |
| a | Dogs roaming/walking without a leash: First Offence | R 1000.00 |
| b | Dogs attacking residents, animals, contractors | Steps to remove animal from estate |
| C | Dog & Cat defecating in public | R 500.00 |
| D | Dog & Cat not wearing tag | R 500.00 |
| E | Cat causing nuisance to HOA or other residents: Second Offence | R 1000.00 |
| f | Farm like animals, reptiles or any exotic pets/incorrect breed kept on erven | R 1000.00 and steps to remove animal from estate |
| 4 | RESIDENTS, DEVELOPER & CONTRACTOR: EMPLOYEES (Warnings for First Offence) | |
| a | Employees not enrolled on the Biometric system | R 1000.00 for each day of non-compliance |
| b | Contractors not confining themselves to their designated work areas | R 1000.00 |

| 5 TRAFFIC & TRANSPORT VEHICLES/GOLF CART AND SECURITY | | | | | |
|--|--|--------------------------|--------------------------|---|--------------------------|
| | Kilometres / hour | 1st Transgression | 2nd Transgression | 3rd Transgression | 4th Transgression |
| a. | 40 – 45 km/h | R 500.00 | R1000.00 | R2 000.00 | R10 000.00 |
| | 46 – 50 km/h | R1 000.00 | R2 000.00 | R4 000.00 | R10 000.00 |
| | 51km/h and above | R2 000.00 | R4 000.00 | R5 000.00 | R10 000.00 |
| b. | Reckless driving (not abiding by traffic rules) | | | R1 000.00 | |
| c. | Cutting Traffic Circles | | | R 500.00 | |
| d. | Illegal parking & driving, e.g. verges, open areas, private parking lots | | | R 500.00 | |
| e. | Caravans, Boats, Campers, Camping Trailers, Trailers or any similar transport vehicle parked visible on driveway or road | | | 1st TransgressionPenalty R 500.00 2nd TransgressionPenalty R1 000.00 3rd TransgressionPenalty R2 000.00 | |
| f. | Verbally abusing, disrespecting, or challenging the Speed Control Officer | | | R1 000.00 | |
| g. | Children joy riding in motor vehicles | | | R5 000.00 | |
| h. | Delinquent behavior by minors | | | 1 st Offence R20 000.00or such amount as determined by theDIRECTORS | |
| 6 | ENVIRONMENTAL | | | | |
| a. | Making fires at picnic areas, in public open spaces, or uncontrolled fires on privately owned erven | | | R1 000.00 | |
| b. | Burning of plant material or waste on private properties | | | R1 000.00 | |
| c. | Oil spillages on roads | | | R 500.00 & Clean-up Cost | |
| d. | Damages to Estate Irrigation | | | R1 000.00 & Repair Cost | |
| e. | Illicit use of Estate Irrigation water | | | R2 000.00 | |
| f. | Littering | | | R 300.00 | |
| g. | Swimming in lakes, dams/ water features | | | R1 000.00 | |
| 7 | BUILDING & AESTHETICS | | | | |
| a. | Alterations & Maintenance not in building hours | | | R 500.00 | |
| b. | Alterations or additions to existing properties without plans or written ESTATE approval | | | R1 000.00 & referred to Building Committee | |
| c. | Aesthetic additions to properties without approval | | | R1 000.00 & referred To Aesthetics Committee | |
| d. | Non-approved plants & trees added to landscaping | | | R 300 & referred to Landscaping Committee | |
| e. | Landscaping unmaintained i.e. grass not trimmed and weeds visible - 48 hours' notice to repair – Refer to Estate Rule 26 | | | After 48 hours' notice, R500.00 | |
| f. | Maintenance of House and/or Garden not in accordance with a standard acceptable to the HOA, 30-day Notice to comply | | | After 30-day notice, R 500.00 per day of non-compliance | |
| g. | | | | | |
| h. | Trampoline including poles & safety netting visible from road / common property / other erven, 7-day Notice to comply | | | R 300.00 per week of non-compliance | |

| | | |
|-----------|--|--|
| 8 | VANDALISM | |
| a. | Delinquent behaviour & Vandalism to any HOA, Estate buildings, equipment, landscaping, any park, private property, private building sites. | Minimum of R 5000.00 or amount determined by the DIRECTORS & repair cost |
| 9 | TRESPASSING | |
| a. | Building sites without permission | R 500.00 |
| b. | Restricted areas | R 500.00 |
| 10 | SHORT TERM RENTALS | |
| a. | Short-term renting of property not conforming to Estate Rule 17: First Offence | R2 500.00 |
| b. | Short-term renting of property not conforming to Estate Rules 17: Second Offence | R5 000.00 |
| c. | Short-term renting of property not conforming to Estate Rule 17: Third Offence | Refer to DIRECTORS |
| 11 | GENERAL | |
| a. | Not generating codes for visitors on Guest Enrolment system (more than 10 times per month) | R 30.00 (per pin code generated by Security) |
| b. | Generating access code for a third party | R 2 000.00 |