

INDEX

1. **PREAMBLE**
2. **INTERPRETATION**
3. **MEMBER'S OBLIGATION**
4. **CONDUCT RULES**
  - GENERAL
  - GOOD NEIGHBOURLINESS
  - USE OF THE STREETS
  - PETS
  - TENANTS/OCCUPIERS
  - PROPERTY TRANSACTIONS
5. **ENVIRONMENTAL RULES**
  - ENSURING A PLEASING STREETSCAPE
  - SEWAGE AND STORM WATER
  - SPECIFIC RULES IN RESPECT OF THE NATURE RESERVE
6. **ARCHITECTURAL RULES**
  - BUILDING PLANS
  - ARCHITECTURAL REQUIREMENTS
  - SPECIAL DESIGN CRITERIA FOR GOLF COURSE UNITS
  - SPECIAL DESIGN AND ADDITIONAL CRITERIA FOR NATURE RESERVE UNITS
  - CONDITIONS WITH REGARD TO GRANNY FLATS
7. **CONSTRUCTION RULES**
  - INTRODUCTION
  - SITE PREPARATION
  - GENERAL
8. **RULES REGARDING BUSINESSES**
  - HOME ENTERPRISE
  - GUESTHOUSES
9. **SECURITY RULES**
  - RULES PERTAINING TO ENROLMENT OF TRUSTED INDIVIDUALS
10. **RULES FOR USING THE GOLF COURSE**
11. **DISCIPLINARY RULES**
12. **ELECTION CAMPAIGN RULES**
13. **ADVERTISING**
14. **CODE OF CONDUCT FOR CLUBHOUSE AND COMMUNAL FACILITIES**
15. **DISPUTE RESOLUTION**
16. **SCHEDULE OF TRANSGRESSIONS & PENALTIES**

**THE RULES  
SILVER LAKES HOMEOWNERS ASSOCIATION NPC**

**1. PREAMBLE**

- 1.1. These Rules, including the Schedule of Transgressions & Penalties are issued under the provisions of Section 9 of the Memorandum of Incorporation (“MOI”).
- 1.2. Living in the Estate means being part of a community which shares a secure and high quality lifestyle through an acceptable set of Rules by which occupiers of Units in the Estate may live together, reasonably and harmoniously, without interfering with one another’s enjoyment, to the benefit of all.
- 1.3. The Rules are deemed to be reasonable, binding on and apply equally to all Members without any form of discrimination. The Rules are considered to be neither restrictive, nor punitive, but rather as a judicious framework to safeguard and promote appropriate and fair interaction to the benefit of all.
- 1.4. Any act of commission or omission deemed a transgression of the MOI or Rules whether indicated as a transgression and/or carrying a penalty or not will be subject to the imposition of a penalty or other appropriate sanction in the discretion of the Association.
- 1.5. Persistent transgressions may result in higher penalties and/or legal action at the discretion of the Association.
- 1.6. Any waiver, relaxation, extension of time, delay or failure (together “Relaxation”) by the Association in exercising any right under these Rules shall not be construed as a waiver of that right and shall not operate as an estoppel against the Association or affect the ability of the Association subsequently to exercising or enforcing any of its rights and the obligations of any Member, nor shall any Relaxation constitute a waiver of any other right. The waiver of any right under these Rules shall be binding on the Association only to the extent that the waiver has been reduced to writing and signed by the duly authorised representative(s) of the Association.

**2. INTERPRETATION**

- 2.1. Unless the context otherwise indicates, the words and phrases as used or referred to in these Rules shall bear the same meaning as ascribed to such words and phrases in the MOI.
- 2.2. In interpreting or construing these Rules, unless the context indicates otherwise:
  - 2.2.1. any reference to the singular shall include the plural and vice versa; and
  - 2.2.2. any reference to any gender shall include a reference to a legal or corporate person/entity and vice versa; and
  - 2.2.3. any reference to a natural person shall include a reference to a legal person/entity (whether incorporated or unincorporated) and vice versa; and
  - 2.2.4. paragraph headings are for reference purposes only, and shall not be taken into account in interpreting or construing the import or tenor of these Rules or any clause or provision.
- 2.3. In the event of any conflict between the provisions of these Rules and the provisions of the MOI, the provisions of the MOI shall prevail.
- 2.4. Where the consent of the Association is required for any purpose same shall, unless the context expressly indicates otherwise:
  - 2.4.1. refer to the prior written consent of the Association; and

- 2.4.2. not be unreasonably withheld and in the event of the refusal or withholding of such consent the onus shall be on the Member seeking same to prove that the refusal or withholding of the consent was unreasonable; and
- 2.4.3. be deemed to include a reference to any consent, approval or permission which may be required of the Association.
- 2.5. The terms, conditions, rights, promises, undertakings, covenants, restraints, obligations and provisions contained, conferred or imposed under these Rules (and all of which are for convenience referred to as "provisions") are severable and divisible as to each provision, or part thereof, and should any provision be found to be invalid or unenforceable by a competent court, such a finding shall, subject to the order of such court, not affect the validity and/or enforceability of the remaining provisions or parts thereof.
- 2.6. These Rules replace and supersede all previous Rules issued and approved by the Association; in this respect, the following applies:
  - 2.6.1. Subject to the provisions of the Rules on and after the commencement date, anything which was done under a provision of the Rules in effect on the day immediately preceding the day on which the Rules come into effect and which could be done under a corresponding provision of the Rules, is deemed to have been done under that corresponding provision.
  - 2.6.2. The coming into effect of the Rules does not affect any rights, Debts, obligations and/or any liabilities which existed on the day immediately preceding the day on which the Rules come into effect and such rights, Debts, obligations and liabilities shall continue under the Rules on and after the commencement date and shall be deemed to have existed under, in terms of or by virtue of a corresponding provision of the Rules.

### 3. MEMBER'S OBLIGATION

- 3.1. Members shall diligently and promptly comply with the obligations imposed in terms of these Rules and shall take all reasonable steps to ensure compliance therewith by their families, employees, agents, contractors, tenants, visitors and guests, and in the case of any Member who conducts any form of business or profession on or from a Unit or any part thereof, his customers, clients or patients.
- 3.2. If despite written demand by the Association, a Member fails or refuses to comply with any aspect of the MOI and Rules or repair and maintain a Unit owned by that Member in a state of good repair and that failure materially prejudices the interests of the Association, its Members or occupiers of Units generally, the Association must remedy the Member's failure and recover the reasonable cost of doing so from that Member; provided that in the case of an emergency, no demand or notice need be given to the Member concerned.

### 4. CONDUCT RULES

#### GENERAL

- 4.1. Directors, managers and staff of the Association shall be treated courteously and with due respect.
- 4.2. No litter, rubble or refuse may be dumped or discarded anywhere in the Estate. Rubble must be stored in a waste skip or similar container which must be emptied in accordance with the Rules.
- 4.3. Any natural or communal space visited must be left clean of any litter.
- 4.4. Drunk or disorderly conduct in any communal area of the Estate is not allowed.
- 4.5. No fires may be lit in any communal areas with the exception of gas braais in certain specifically demarcated communal areas.
- 4.6. Fishing shall only be permitted at designated times and areas and shall be subject to the rules of the Silver Lakes Fishing Club.

- 4.7. Flora as well as any natural features such as dead wood, rocks and items of archaeological significance may not be damaged, removed or moved from any open space.
- 4.8. Fauna shall not be chased, trapped or interfered with in any way except by the Association in the carrying out of its conservation duties.
- 4.9. No slaughtering of animals or butchery activities may be carried out in the Estate.
- 4.10. Residents shall maintain a high standard of garden, golf course and game reserve frontage and road reserve (sidewalk) maintenance.
- 4.11. Residents shall ensure that declared noxious flora or weeds are not allowed to grow in their gardens.
- 4.12. No bathing, boating (including the use of radio controlled boats) or other water sports shall be allowed in the dams or public water features. Domestic animals are not permitted to swim therein.
- 4.13. Members may not encroach the cadastral boundaries of the erf of their Units with any construction and/or landscaping. Any encroachment onto common areas will be summarily removed by the Association at the cost of the offending Member.
- 4.14. The use of fireworks, in any manner whatsoever, within the Estate is strictly prohibited.
- 4.15. In accordance with the rules of the South African Aviation Authority, Remotely Piloted Aircraft Systems (RPAS) such as drones, hovercrafts or any other remote-controlled flying objects such as Model Aircraft may not be operated in the Estate. Toy Aircraft (designed and intended for use in play by children) may only be operated in the Estate for recreational purposes without causing a nuisance or endangering other residents, must be no more than 30 grams in weight, and may not possess photography, videography or surveillance capabilities. No aircraft may be flown or remotely operated within 50m or closer from any person or group of persons (such as sports fields, public roads, social events) or any property or any game in the nature reserve. The Association reserves the right to impose further limitations at its discretion on the use of these flying objects in terms of reasonable community-based safety guidelines. Drones for commercial use such as specialized aerial services, professional photography/videography, land surveying, game counting or other defined purpose may only be used with the prior written consent of the Association.
- 4.16. Outdoor lights shall be adequately screened so as not to cause a nuisance to neighbouring residents or discomfort to fauna.
- 4.17. No Member or resident shall sink a well, drill a borehole or extract subterranean water from a Unit.
- 4.18. No Member or resident shall extract water from, or discharge any effluent into, the waterways, dams or boreholes in the Estate.
- 4.19. Heritage sites within the Estate are out of bounds, save for specific visits for historical or archaeological investigation/research or the like, and only with prior arrangement with the Association.
- 4.20. Use of any communal areas, including the clubhouse complex, golf course, play parks and game reserve, is entirely at own risk at all times.
- 4.21. The Association shall entertain no claims for damages of whatsoever nature or from whatsoever cause arising from golfers, golf balls or fauna.
- 4.22. Swimming pool pumps, swimming pool heating apparatus, air-conditioners, cold storage rooms, water features, and any motorised equipment shall be placed and installed in such a way that it will not cause any undue noise or nuisance to neighbours or fauna.
- 4.23. Members shall ensure a vacant dwelling is properly locked, ensure pool safety and maintenance, properly control and maintain electrical and water services and properly maintain the exterior, garden and pavement, failing which, the Association reserves the right to maintain any aspect of the Unit at the Member's expense payable on demand.

- 4.24. In the case of incomplete buildings on Units, the Association may at any time assess the situation on the Unit from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty and/or appoint a contractor to remedy any deficiency identified in terms of the assessed situation to ensure compliance with the Rules. The Member concerned will be responsible for all costs in this regard payable on demand.
- 4.25. No advertising is allowed in the Estate or at its entrances unless specifically authorised by the Association.
- 4.26. No power generators of a permanent nature will be allowed on Units without the prior approval of the Association and in compliance with the specifications as laid down by the Association. Temporary generators must be positioned so as not to cause a nuisance regarding noise or fumes.
- 4.27. No burning of rubbish in the Estate is permitted.
- 4.28. No vandalism of whatsoever nature is permitted.

### **GOOD NEIGHBOURLINESS**

- 4.29. Residents and their employees or visitors shall not conduct any activities which cause aggravation or nuisance to fellow residents. Trespassing on private property is a criminal offence.
- 4.30. Any sound levels from activities shall be at a level so as not to be an undue disturbance to neighbours, and from 23:00 so as not to be audible outside the boundary of the Unit.
- 4.31. Electric power tools, lawnmowers, grass trimmers, outdoor power equipment and the like used for private maintenance purposes shall only be allowed between the following hours:

|                             |                |
|-----------------------------|----------------|
| Monday to Friday            | 08:00 to 18:00 |
| Saturday                    | 08:00 to 13:00 |
| Sundays and public holidays | 09:00 to 12:00 |

- 4.32. Essential communal property maintenance by the Association is exempt from the aforementioned times.
- 4.33. Residents shall ensure that their employees (including domestic workers, gardeners and au-pairs) do not loiter in the Estate, particularly at the gates, road circles, in the streets and on pavements.

### **USE OF THE STREETS**

- 4.34. All roads in the Estate are public roads and are subject to the relevant road traffic ordinances and bylaws.
- 4.35. Members agree that the Association shall have the right to impose penalties in consequence of a contravention of the Road Traffic Ordinance. Such penalty shall not be deemed a fine in terms of the Road Traffic Ordinance, but a penalty mutually agreed to by Members and the Association to ensure the safe and orderly use of the roads in the Estate to the benefit of all its users.
- 4.36. The speed limit is restricted to a maximum of 40 kilometres per hour in Gleneagles Drive and 30 kilometres per hour in every other area of the Estate including in the nature reserve and near designated children's play areas. Strict enforcement will apply.
- 4.37. Parents are solely responsible for their children's safety and ensuring that their children are made aware of the dangers relating to the use of streets.
- 4.38. Licensed engine-powered vehicles, motor vehicles, motorcycles, bicycles and scooters or the like are only permitted to drive on the demarcated roads of the Estate. Parks, sidewalks, the golf course and unmarked nature reserve areas are off limits except for Association vehicles during official duties.
- 4.39. Only licensed drivers may operate and drive engine-powered vehicles that are licensed in terms of Road Traffic Ordinances and Bylaws.
- 4.40. All privately owned golf carts must be registered with the Association annually against payment of the prescribed fee and the registration sticker must be visibly displayed on the cart. Golf carts may only be

driven on and off the golf course by drivers in possession of a valid driver's or motorcycle licence. Golf carts are only permitted to travel on the public roads in the Estate for the shortest route on and off the golf course and must be fitted with front and rear lights if used anywhere after sunset.

- 4.41. No quad bikes are permitted to be driven anywhere in the Estate.
- 4.42. The use of vehicles with customized noisy exhaust systems is prohibited.
- 4.43. Vehicles may not park in streets or on pavements so as to obstruct vehicular or pedestrian traffic.
- 4.44. Golfers and other pedestrians crossing streets at designated crossings in the Estate have the right of way.

#### **PETS**

- 4.45. Local authority bylaws relating to pets shall be strictly enforced.
- 4.46. Residents may not keep more than three dogs or three cats on their property.
- 4.47. Poultry, racing pigeons, aviaries, rabbits, wild animals, livestock or the like shall not be permitted to be kept by residents in the Estate, whether as pets or otherwise.
- 4.48. Dogs shall at all times be kept on a leash when in communal areas of the Estate.
- 4.49. The pet owner shall be strictly responsible for the immediate removal of any pet excrement.
- 4.50. Every dog and cat must either have an electronic ID chip, or wear a collar with a tag indicating the name and telephone number of its owner. Pets found roaming common areas shall be removed to a pet facility at the Member's cost.
- 4.51. The Association shall have the right to demand that a resident remove a pet should such pet become a continuous nuisance or a danger in the Estate.

#### **TENANTS/OCCUPIERS**

- 4.52. In the event of breaches of these Rules by any tenant and/or occupant, the Member as owner of the Unit shall be held liable jointly and severally, for such breach and any penalty imposed by the Association in terms of the Rules.
- 4.53. No Unit may be utilised for the purposes of a commune.

#### **PROPERTY TRANSACTIONS**

- 4.54. The Member and its estate agent shall ensure that a prospective purchaser or lessee receives a copy of the Rules, and that a copy signed by the purchaser and lessee shall be included as a signed annexure in any deed of sale or lease agreement concluded with such prospective purchaser or lessee.
- 4.55. Written acknowledgment of clause 4.55 by the prospective purchaser or lessee must be provided to the Association before resident access rights to the Estate will be granted by the Association.
- 4.56. No private or estate agent "for sale", "to let", "sold" or the like boards shall be erected anywhere in the Estate.
- 4.57. Door-to-door calls ("cold canvassing") of residents by estate agents or any other marketing agent is prohibited.
- 4.58. Only show houses "by appointment" are permitted. Clients are to be collected from the security gate, escorted to the appropriate property and escorted back out the gate.

## 5. ENVIRONMENTAL RULES

### ENSURING A PLEASING STREETScape

- 5.1. Each Member is responsible for maintaining the area between the kerb stone of the road and the cadastral boundary of his Unit in an aesthetically pleasing condition.
- 5.2. Members shall maintain grass, trees, plants and shrubs that have been planted on the sidewalks by the Association. To maintain a unified aesthetic appearance, all street corners will predominantly consist of lawn and trees planted by the Association.
- 5.3. No sidewalk trees, plants or lawn may be damaged or removed without the permission of the Association. Removal where approved will be for the cost of the Member.
- 5.4. Garden fences, walls and outbuildings forming part of the streetscape shall be meticulously maintained at all times.
- 5.5. No advertising signboards or the like shall be placed in any visible area without the prior consent of the Association with regards to appearance, size and position.
- 5.6. Washing lines must be suitably screened from visibility from any street, golf course and nature reserve area.
- 5.7. Caravans, mobile campers, trailers, boats, equipment, tools, engine and vehicle parts and the like, as well as any accommodation for pets, shall be located out of view and totally screened from any street, golf course or nature reserve area.
- 5.8. No heavy duty industrial or commercial vehicles may be parked or stored in the Estate unless completely screened out of sight on own property. Construction vehicles and plant equipment to be parked on construction site within screened area.
- 5.9. No Member may allow vegetation or any other objects to be planted, erected or placed in the road reserve between the edge of the kerb stone of the road bordering the road surface and the cadastral boundary of the Unit which is likely to obstruct fire hydrants, pedestrian traffic or obscure the vision of vehicular traffic.
- 5.10. No concrete balls, rocks, stones, ornaments or similar items, whether decorative or otherwise, are permitted anywhere on the road reserve. Such items shall be removed by the Association at the cost of the Member and the Member shall have no claim against the Association for any loss.
- 5.11. Refuse disposal: Members shall only make use of the refuse removal service provider contracted by the Association. The cost of removal of 1 (one) designated refuse bin per stand will be included in the levy. Members may request replacement or additional bins from the Association and will be invoiced separately for these bins and their removal at a rate as determined by the Association. Refuse bins must be maintained in a hygienic and dry condition, free of foul odours and effluent from washing of bins must be discharged into the sewer system of the Unit and not onto pavements or the roads. For the purpose of having the refuse collected, Members must place such bins on the sidewalk only on the designated days of collection and must promptly return such bins inside his stand boundary out of plain sight when the refuse has been collected.
- 5.12. Recycling: The cost of recycling is included in the levy. Members are encouraged to make optimal use of the Association's recycling programme. Recycling bins are obtainable at a cost from the Association and the same rules regards hygiene and placement for collection as above apply.

### SEWAGE AND STORM WATER

- 5.13. Sewage must only be discharged into the sewerage reticulation system and not into the storm water reticulation system, streams or dams in the Estate and must comply with local authority regulations.
- 5.14. Water from a household source, irrigation system, swimming pool, water feature, Jacuzzi, fish pond, basement or sump must either be discharged evenly onto the natural ground inside the boundaries of the Unit or channeled directly into the sewer system of the Unit and not onto or via the road surfaces.

- 5.15. Where needed, application can be made to the Local Authority to install an appropriate sub-soil drain on the road reserve of the Unit, which installation shall comply with engineering specifications, and the costs of which shall be for the account of the Member.
- 5.16. Access to Units by prior arrangement must be permitted by residents to the Associations' representative or appointed competent person to perform the appropriate inspection to establish compliance with the Rules or to perform essential maintenance work.
- 5.17. Members shall indemnify the Association, its representative and/or competent person in case of damage caused to Units to enable the above required inspection or maintenance to be performed.
- 5.18. In the case of new Units which are to be erected, a storm water management plan must be submitted to the Association for approval together with the building plans. Consent must also be obtained from adjacent owners of Units and especially owners of low lying Units together with a written mutually acceptable agreement regarding the management of storm water. Members with lower lying Units may not unreasonably refuse to accept storm water from higher lying Units in accordance with Local Authority requirements.

#### **SPECIFIC RULES IN RESPECT OF THE NATURE RESERVE**

- 5.19. Feeding of game and wild animals are strictly prohibited. Wild animals are potentially dangerous and special care should be taken when in close proximity.
- 5.20. No night game viewing allowed without prior approval from the Association and under no circumstances may torches or other lights be shone at animals.
- 5.21. Hiking and cycling are only allowed on demarcated hiking and cycling trails.
- 5.22. No vehicles, golf carts, quad bikes or motorbikes may use the hiking or cycling trails. Golf carts may only enter certain demarcated areas.
- 5.23. Braai facilities must be designed in such a manner so as to prevent veld fires.
- 5.24. No free ranging exotic birds may be kept.
- 5.25. No fish ponds in gardens are allowed with exotic plants such as water hyacinth, parrot's feather and water fern, as these plants can be spread by birds to the dams with negative consequences.
- 5.26. Certain of the natural areas may be patrolled by armed guards between 18:00 and 06:00. Residents and visitors should refrain from using these areas during these times.
- 5.27. Fauna in distress must be reported to Security immediately. Do not interact with any fauna in distress.
- 5.28. Members and residents are encouraged to plant only indigenous plants and trees.
- 5.29. No camping allowed.
- 5.30. No loud music or excessive noise allowed.

#### **6. ARCHITECTURAL RULES**

- 6.1. Definitions:
  - 6.1.1. Site: The land or place where the works will be executed;
  - 6.1.2. Construction work: any work in connection with the construction, erection, alteration, renovation, repair, demolition, dismantling of or addition to a building or structure;
  - 6.1.3. Size of dwelling: The calculated total covered gross floor area of the dwelling, garages and outbuildings;



- 6.1.4. Site possession: The date as indicated on which the contractor takes possession of the site for the approved construction work;
  - 6.1.5. Site preparation: Site identification and survey, clearing for site establishment, erection of professional board and builders shed, placement of chemical toilet, water connection, site screening to specification, setting out of structures, basic earthworks, cut & fill, excavations of foundations, and placing of reinforcing steel;
  - 6.1.6. Commencement date: The date as indicated on which construction work commences;
  - 6.1.7. Construction period: The period from commencement date to the date of certification of practical completion by the architect;
  - 6.1.8. Completion date: The date of issue of the practical completion certificate by the architect;
  - 6.1.9. Final completion date: The date of issue of the final completion certificate by the architect;
  - 6.1.10. Occupation date: The date of issue of the Occupation certificate by the Local Authority.
  - 6.1.11. Site induction: A compulsory meeting arranged by the Member and appointed contractor with the Association, as per the requirements set out in the official Contractor Registration Form.
- 6.2. The Association's Architectural & Aesthetics Committee (AAC) committee will assess building plan submissions with specific regards to aesthetics and compliance with the Association's Rules.
  - 6.3. The relevant Local Authority will ultimately remain responsible for the final approval of all building plans in terms of Local Authority and other regulations. The Association accepts no responsibility for approved plans, other than for approval of compliance with the Estate Rules and aesthetic requirements.
  - 6.4. All building plans (including building plans in respect of any additions and/or alterations to existing structures, dwellings or outbuildings) shall be prepared in accordance with the architectural Rules and must be approved by the Association prior to the submission to the Local Authority for approval and commencement of any construction work. Members may not seek any plan approval from the Local Authority without the prior approval of the plans by the Association with regards to compliance with the Estate Rules. Clearance certificates will not be issued by the Association for properties that do not comply with the Rules.
  - 6.5. Building lines may be relaxed only if such relaxation is required in order to improve the appearance, usage and functionality of the dwelling. A written application with motivation for such relaxation, together with the written comments of all the Members who own Units that are affected, shall be submitted to the Association for approval consideration prior to submitting same to the Local Authority. Members will not apply for building lines relaxation to the Local Authority without the prior approval of the Association.
  - 6.6. The natural ground contour of any Unit may not be increased in height by more than 0.500 metre measured from the highest point on the Erf cadastral boundary of the said Unit. Where the slope of a development is negatively influenced, permission must be obtained from the Local Authority and the Association prior to the commencement of any earthworks.
  - 6.7. All building plans submitted for approval to the Association must comply with:
    - 6.7.1. Association Rules;
    - 6.7.2. All other relevant legislation, rules, regulations and by-laws.

## **BUILDING PLANS**

- 6.8. It is recommended that concept plans be submitted to the Association prior to the submission of detailed working drawings to avoid unnecessary cost or delay to the Member for approval of plans.
- 6.9. Four sets of paper copies of proposed building plans, coloured to Local Authority specifications, shall be submitted to the Association for approval prior to the submission thereof to the Local Authority for approval. One of the four sets must in addition be coloured regarding the aesthetics for Association assessment. A separate 3D colour copy is recommended. Should the Association approve such plans,

same shall be stamped to such effect, which stamp of approval will only be valid for twelve (12) months from date thereof.

- 6.10. The Association's prescribed scrutiny fee and all contractor deposits are payable in full to the Association by the Member upon submission of plans.
- 6.11. One set of the four sets of the Association approved plans, with street elevation rendered in colour of the proposed dwelling, shall be held by the Association for record purposes.
- 6.12. The remaining three sets of the building plans approved by the Association must thereafter be submitted to and approved by the Local Authority before any construction work may commence. One set of the Local Authority approved plans must be lodged in the same month of approval with the Association for record purposes.
- 6.13. Valid certificates of compliance with the Occupational Health and Safety Act must be periodically lodged with the Association during the construction period. Failure to timeously comply will result in the Association reporting the default to the relevant authorities.
- 6.14. The set of building plans shall include a site plan to appropriate scale which shall indicate:
  - 6.14.1 The cadastral boundaries of the Erf, relevant north point, all building lines, all servitudes, the outlines of the ground and first storey floor layouts, outlines of outbuildings, municipal sewer line and connection point, internal sewer lines, road reserve (pavement) and existing trees, driveway, street name, contour lines (1.0 meter intervals), flood lines, existing and new boundary walls with access gates, position of washing lines, and position of yard walls and screen walls.
  - 6.14.2 The position of outdoor structures including water features, gazebos and play structures. Such outdoor structures shall compliment the design of the dwelling. When evaluating any plans, the Association shall consider privacy and aesthetics.
  - 6.14.3 The position of swimming pools and jacuzzis. Special attention shall be given to privacy, water drainage and safety requirements i.e. fencing, walls, safety access gates. The position of pool heaters, pool pumps and their filters must be indicated on the site plan, and the Association reserves the right to insist that pool pumps, pool heating apparatus and the like must be contained in order to prevent nuisance or noise.
  - 6.14.4 The management of storm water drainage. Special attention shall be given to low lying Units in accordance with Town Planning Scheme requirements.
- 6.15. Written comments of all Members of neighbouring Units are required, which comments shall be accompanied by the signature of all such Members on both the building plans and the application forms.
- 6.16. Design and layout of the entire Unit shall be considered from the outset. Special consideration shall be given to privacy of affected neighbouring properties' living areas and preservation of existing natural features on site, i.e. existing flora and topography.
- 6.17. In the event that the Association considers any building plans or designs to be contrary to the aesthetic character of the Estate, or considers same to be insensitive towards neighbours and the environment, the Association may direct the Member to make such reasonable alterations to such designs as it deems fit, and the Member shall comply with such directions.
- 6.18. In the event that construction in terms of any plans approved by the Association does not commence within twelve (12) months of date of the approval thereof by the Association, such approval shall lapse and the Member shall be required to resubmit plans for approval to the Association and Local Authority. If there was a change of ownership of an adjacent affected property, the written comments (signing of building plans and application forms) of the new Member shall be obtained. In the event of such resubmission, the prescribed plan scrutiny fees shall be payable.
- 6.19. Construction work shall be completed within the period as stipulated below from Commencement Date as defined in clause 6.1.6, failing which, penalties will be imposed by the Association in terms of the Rules.

- |          |   |                   |
|----------|---|-------------------|
| 6.19.1   | Alterations & additions:                      |                   |
| 6.19.1.1 | Building area up to 120 square metres:        | within 6 months;  |
| 6.19.1.2 | Building area greater than 120 square meters: | within 12 months. |
| 6.19.2   | New dwelling:                                 |                   |
| 6.19.2.1 | Building area up to 800 square metres:        | within 12 months; |
| 6.19.2.2 | Building area 800 – 1500 square meters:       | within 18 months; |
| 6.19.2.3 | Building area greater than 1500 square meters | within 24 months. |

The Association shall under exceptional circumstances and on good cause shown be entitled to grant a reasonable extension of the above time limits and only on receipt of a written application together with comments of affected adjacent Members.

- 6.20 Perspective views and photographs/images may be requested by the Association prior to final approval of any plans.
- 6.21 No Rule shall be construed as permitting the contravention of the conditions of title of any Unit or any bylaws or regulations of the Local Authority.
- 6.22 Members may not commence construction work without the prior approval of the plans by both the Association and thereafter the Local Authority.
- 6.23 Members may not deviate from approved building plans. Should any deviation or amendment be contemplated or become necessary to any building plans after such plans have been approved, building activity must be ceased and the Association is to be notified forthwith and amended plans, clearly setting out the nature of the deviation and/or amendment shall be submitted for approval to the Association and Local Authority. Additional plan scrutiny fees shall be payable.
- 6.24 Upon completion of all construction work, and prior to the release of the contractor's deposit, the Member shall complete the prescribed form and arrange for a final inspection of the work by the Association.
- 6.25 The Member shall only be entitled to a refund of the contractor's deposit once a certificate of practical completion of the works has been formally issued by the architect or an Occupation Certificate has been issued by the Local Authority.
- 6.26 Occupation is only be permitted once an Occupation Certificate has been obtained from the Local Authority and a copy must be lodged forthwith with the Association.

#### **ARCHITECTURAL REQUIREMENTS**

- 6.27 The Member shall appoint a competent designer registered with the South African Council for the Architectural Profession (SACAP) to prepare the required building plans and application forms.
- 6.28 The main ground storey dwelling, excluding garages and outbuildings, shall not be less than 220m<sup>2</sup>.
- 6.29 Dwellings shall conform to Association acceptable architectural standards and not interfere with or detract from the general aesthetic appearance of the neighbourhood.
- 6.30 No galvanized material or any other material with a similar aesthetic appearance shall be permitted anywhere in the Estate, whether for construction work or landscaping. "Chromadek" or a similar type of manufacturer pre-coated metal sheeting may only be used with the express prior approval of the Association as to specification and colour. Glare intensity of lighter colours must be considered and avoided.
- 6.31 Specific aesthetic consideration shall be given to the design of parapets, fascias, copings, eaves, roof trim, rainwater goods and roofing materials in general as well as the design and layout of paving. No half brick and/or imprint paving is permitted on driveways or garden areas visible from any frontage.

- 6.32 Roofing materials for patios, carports and outbuildings shall blend in with the main dwelling.
- 6.33 Exterior plumbing installations shall not be visible from any street, golf course, neighbouring properties and/or the nature reserve area. Ducts shall be suitably and aesthetically integrated into walls.
- 6.34 External finishes and colours shall be approved by the Association and this shall furthermore apply where any dwelling is repainted (colour samples may be requested by the Association). Only earthy colours shall be permitted. Architectural feature elements must have prior Association approval.
- 6.35 Sectional Title Units shall not be repainted with a colour that differs to the original colour without the consent of the Association and the Members' concerned. The colour scheme of Sectional Title Units shall be uniform.
- 6.36 Approval for any external aesthetic or internal structural changes to Sectional Title Units shall only be approved by the Association if approved by all the Members owning such Sectional Title Units in accordance with the Sectional Titles Act or any other relevant Act.
- 6.37 No geysers and/or their piping may be visible from any street, golf course and/or the nature reserve area and screening thereof shall be professionally effected. Air-conditioners, solar panels, satellite dishes and/or antennas should be positioned in an aesthetically pleasing fashion.
- 6.38 Outbuildings and additions shall blend in a complimentary manner with the original design and style of the dwelling, in elevation, finish and materials used.
- 6.39 Entrances into kitchens, sculleries and domestic quarters must lead off a lobby and are to open into a screened yard.
- 6.40 Yard and screen walls must be minimum 2.100 metres high and street boundary walls must be maximum 1.8 metres high and shall match the design of the main building. Yard gates must not be of a see-through material.
- 6.41 Dwellings shall not exceed two storeys above ground, irrespective of height; and such two storeys shall not be interpreted to include basements and/or mezzanine levels. The impact of a second storey on the right to privacy of adjacent Members, and the impact on the views from adjacent dwellings shall be considered when building plans of dwellings having a second storey are scrutinised by the Association.
- 6.42 Basements shall comply with the Town Planning Scheme requirements and the two third / one third principle (on average shall be 2.100 metres below natural ground level). Underground basements shall not protrude above natural ground level.
- 6.43 The landscaping of pavement sidewalks (being the road reserve between the Unit cadastral boundary and the road curbing, owned by the Local Authority) is considered to be of paramount importance as this has a direct influence on the aesthetic quality of the neighbourhood. The Association may require a Member to alter or improve his sidewalk landscaping to promote high aesthetics standards for the Estate.
- 6.44 The diverse nature of neighbourhoods should give rise to a varied treatment of street boundaries. In order to create a degree of visual integrity, street boundary wall design shall be strictly controlled in accordance with the following provisions:
- 6.44.1 Maximum permissible height of steel fencing is 1.200 metres high. Maximum permissible height of brick columns separating the steel fencing panels is 1.500 metres high.
- 6.44.2 All side boundary walls and fences must match the design of the main building. Should the height of the aforementioned wall exceed 1.830 metres, NBR's must be complied with.
- 6.44.3 Fences not allowed include, but are not limited to, wire fences, razor fences, devils fork, precast walls, picket fences and aesthetically unacceptable wooden fences.
- 6.44.4 Street boundary walls, constructed of any materials whatsoever, shall not cover more than 30% (thirty percent) of the total street frontage (access frontage) of the Unit. On corner stands,

boundary walls, constructed of any materials whatsoever, shall not cover more than 50% (fifty percent) of the total street frontage of the Unit.

- 6.44.5 Stepped or setback, non-linear (non-straight line) walls are preferred in order to enhance the streetscape. The setback portion of the wall shall be see-through (i.e. not solid).
- 6.44.6 Maximum permissible height of street boundary walls is 1.830 meters and maximum permissible height of columns is 2.100 meters.
- 6.44.7 Retaining walls shall be designed by a competent professional. Adequate provision must be made for waterproofing and water drainage. External finishing on both sides shall match the design of the dwelling.
- 6.44.8 Boundary wall foundations shall not encroach the cadastral boundaries.
- 6.45 Temporary carports and lean-to roofs are not permitted. Carports and roofs are to be designed to form an integral part of the house design.
- 6.46 No galvanized elements such as doors, garage doors, patio roofs, landscaping materials, etc. shall be allowed.
- 6.47 Movable/immovable temporary habitable structures e.g. Wendy houses or shacks may not be erected.
- 6.48 Application must be made to the Association for the erection of non-habitable structures such as storage sheds and must comply with specific minimum specifications of the Association. The written comments of the adjacent Members are required.
- 6.49 Dolls houses (defined as a toy house or playhouse only large enough for small children to play in) of a permanent or semi-permanent nature must be adequately screened and may not be visible from any street, golf course and/or the nature reserve area. Such dolls houses may only be used solely for the purposes of children play.

#### **SPECIAL ADDITIONAL DESIGN CRITERIA FOR GOLF COURSE FRONTAGE UNITS**

- 6.50 Units west of the 18<sup>th</sup> hole are subject to a 17-metre building line of which the first 7 metres is in favour of the golf course. Units west of the 8<sup>th</sup> hole are subject to a 15-metre building line of which the first 5 metres is in favour of the golf course. These 7-metre and 5-metre areas may only be used for golf course purposes, and may not be used for any boundary walls, structures or private gardens. Encroachments will be summarily removed by the Association at the cost of the Unit owner.
- 6.51 Special aesthetics and design Rules are applicable to all golf course frontage Units. No deviation from the approved building plans shall be allowed without the prior approval of the Association.
- 6.52 Golf ball safety nets are not permitted. Members are to ensure adequate provision is made in the design of the dwelling and garden to protect their property and persons.
- 6.53 Only grass and indigenous trees shall be planted in the golf course frontage servitude where no boundary walls exist. No existing trees may be removed from this area. Landscape plans for this area must be submitted to the Association for approval.
- 6.54 Members are requested to refrain from building solid linear boundary walls in order to preserve, blend with, complement and enhance an open front with the golf course and surrounding Units.
- 6.55 Only approved boundary walls and/or fencing shall be allowed and on the demarcated Unit cadastral boundary or building line. The specifications in regard to such boundary walls are as follows (all measurements are measured from the natural ground level of the cadastral boundary on the golf course side):
  - 6.55.1 the maximum total height of steel palisade or similar fencing shall be 1.200 metres high. The maximum height of columns separating steel panels is not to exceed 1.500 metres.

- 6.55.2 the maximum height of the bottom section (solid wall) shall be 0.500 meters.
- 6.55.3 The position, design and materials used for boundary walls shall be determined strictly in consultation with the Association.
- 6.55.4 No sharp points permitted on top end of fencing.
- 6.55.5 Side boundary walls shall only be built up to the demarcated golf course building lines applicable to each Unit. Such walls shall be stepped and the last 5 metres up to the golf course building line shall be a maximum of 1.200 metres high for palisade wall fencing or similar with the columns maximum height not exceeding 1.500 metres high.
- 6.55.6 Regular maintenance and repair of walls is paramount.

#### **SPECIAL ADDITIONAL DESIGN CRITERIA FOR NATURE RESERVE UNITS**

- 6.56 Members with Units located in the nature reserve are urged to use natural materials, colours and elements in the design of their properties to enhance the natural feel of the area.
- 6.57 Only Association approved boundary walls and/or fencing shall be allowed. For walls facing the nature reserve, the same design and standard as required for golf course Units shall apply. No open swimming pools, jacuzzi installations or the like permitted.
- 6.58 The position, design and materials used for boundary walls shall be determined in consultation with the Association. It is preferable that boundary walls facing the game reserve should not create a continuous linear boundary between the Units and the nature reserve.
- 6.59 No boundary fencing such as game repellent wire fencing will be allowed that may cause harm to the game and wildlife. Vertical standards in fencing shall not exceed 70 millimeters apart and top ends shall be closed with horizontal flat or round elements to prevent injuries to wildlife.
- 6.60 Any encroachment onto communal property will be summarily removed by the Association at the Member's cost.

#### **CONDITIONS WITH REGARD TO GRANNY FLATS**

- 6.61 All granny flats are subject to the provisions of the prevailing Tshwane Town Planning Scheme.
- 6.62 The granny flat must match the aesthetics of the main dwelling to appear as one unit, share a common vehicular access with the main dwelling and may have only 1 (one) kitchen.
- 6.63 The area of the granny flat may not exceed the maximum permitted in terms of the Tshwane Town Planning Scheme.

### **7 CONSTRUCTION RULES**

#### **INTRODUCTION**

- 7.1. The primary intention of these Rules is to ensure that all construction activity in the Estate shall be conducted with the minimum of inconvenience and disruption to residents.
- 7.2. The Rules governing construction activity are binding on all Members, residents, their contractors and subcontractors.
- 7.3. Members are obliged to ensure and assume responsibility that their building contractors are made aware of the Rules and that same are strictly complied with and will be held liable jointly and severally for any penalties issued.
- 7.4. Members are accordingly required to include these Rules in their entirety in any building contracts concluded in respect of any Unit on the Estate.

- 7.5. The Association has the right to suspend any building activity that is in contravention of any of the Rules, and shall not be liable for any losses, damages or claims whatsoever sustained by a Member, resident, contractor or subcontractor as a result thereof; in addition, Members agree that the Association has the right to prevent or restrict access to the Estate to contractors due to material non-compliance of the Rules.
- 7.6. All Members, residents, contractors and subcontractors who undertake any construction activity are required to complete the prescribed application and/or registration forms and submit same with payment of the relevant fees and deposits to the Association prior to commencing with any construction activity.
- 7.7. Members and residents are furthermore obliged to ensure that their contractors complete and sign the relevant application forms for access rights (for each person) and to submit same to the Association prior to the granting of any access rights by the Association or the Member.
- 7.8. The Member and/or resident is obliged to obtain written confirmation from any contractor confirming that they have received a copy of the Rules and confirming that they, their subcontractors and employees, are bound by same, and confirming further that the Association shall be entitled to enforce such Rules against them, and to levy any penalties in terms of the Rules.

#### **SITE PREPARATION**

- 7.9. Before the contractor may commence construction work of any nature, the site must be professionally screened on all sides with the prescribed site screening with lockable access gate according to the specifications of the Association. The Member or his contractor shall be liable for all costs regarding such prescribed screening. All screening must be meticulously maintained during the entire construction period.
- 7.10. Should earthworks or excavations need to be commenced with prior to building plans having being approved, an application for such permission for such works must be submitted in writing to the Association.
- 7.11. No construction work shall commence unless a legal water connection is installed on site.
- 7.12. No earthworks, excavations or construction work shall commence unless an approved chemical site toilet has been installed in an acceptable position. The entrance to the toilet shall be acceptably screened.
- 7.13. The Member shall ensure that the construction site is controlled, made and kept safe at all times in accordance with the Occupational Health and Safety Act and furnish periodic compliance audit certificates thereof to the Association.

#### **GENERAL**

- 7.14. Unless otherwise agreed to by the Association or its appointed representative, construction activity is limited to the following hours:

|                  |                |
|------------------|----------------|
| Monday to Friday | 06:00 to 18:00 |
| Saturday         | 08:00 to 13:00 |
- 7.15. Contractor personnel are not permitted in the Estate outside the above hours. No contractor or his personnel shall overnight on a building site.
- 7.16. No construction activity is permitted in the Estate on any public holiday or during the annual builder's holiday as determined by the Association.
- 7.17. Deliveries from suppliers must occur during the limited construction activity hours as set out above.
- 7.18. No contractor personnel are permitted to leave the construction site, enter or exit the Estate unless being transported by the contractor.
- 7.19. The contractor shall provide a waste skip or similar for rubbish or building rubble disposal. Waste skips shall be serviced weekly. No dumping permitted anywhere in the Estate.

- 7.20. The construction site shall be kept clean, properly screened in the prescribed manner and controlled at all times. In the event that the contractor fails to keep the site clean and tidy, such contractor may be prohibited from entering the Estate until such time that the site is properly cleaned.
- 7.21. Building materials offloaded by a supplier which encroach onto the sidewalk or road must be moved onto the site immediately by the contractor. Building material and rubble must not be allowed to remain on the sidewalk or road and it is the contractor's and Member's responsibility to clear these areas of all such materials and/or rubble immediately and by no later than 5pm each day.
- 7.22. Building boards as prescribed by the Association and in compliance with the Occupational Health and Safety Act (warning and safety signs) must be erected for any construction work. Such boards are to be erected on the site itself and not on the sidewalk. Subcontractors' boards are not permitted. All boards must be removed immediately upon completion of construction.
- 7.23. The Member and the contractor shall be liable for damage to pavements, kerbstones, roads, vegetation on the road reserve, and damage to private or Association property.
- 7.24. Should the Association have any reasonable reservations with regard to the conduct of the contractor and/or subcontractor (including their employees), the Association reserves the right to suspend all building activity until such time that such conduct is rectified which it may do at any time on notice to the Member, contractor and/or subcontractor, all of whom shall have no recourse against the Association in this regard.
- 7.25. The Association shall be entitled to levy applicable penalties against Members, contractors and/or subcontractors with respect to contravention of any of the Rules.
- 7.26. The Association has the right to deny or limit access to the Estate to any contractor or subcontractor in breach of the Rules; each contractor and subcontractor, by the acceptance of the Rules hereby waives any right of retention that they may have over their construction work, material and the like for purposes of the Rules, insofar as the Association is concerned.
- 7.27. Furthermore, the right of the Association to restrict access to a contractor or subcontractor, as aforementioned, applies to the entire Estate, notwithstanding the fact that any such contractor and/or subcontractor is building on more than one site within the Estate and that any breach has been committed with respect to only one such site.
- 7.28. No blasting with the use of explosives may take place anywhere in the Estate without the prior written authority of the Association and Local Authority and must be done in strict compliance with all relevant legislation.
- 7.29. Contractors working in the nature reserve shall respect the game, wild animals and the environment at all times.
- 7.30. No site shall be secured with razor wire or similar fencing during or after the construction period.
- 7.31. No fires shall be allowed in the Estate by contractors and their employees on or off construction sites.

## **8. RULES REGARDING BUSINESSES**

### **HOME ENTERPRISE**

- 8.1. No enterprise shall be conducted from a Unit or any part thereof without the prior written consent of the Association and provided further that all conditions of the relevant town planning scheme and title deed have been complied with.
- 8.2. Any Member or tenant wishing to conduct any enterprise from home shall complete the prescribed form and submit same against payment of the prescribed fees to the Association for consideration of approval.
- 8.3. Any such enterprise shall comply with the criteria and conditions specified, as amended from time to time by the Association, and any conditions applicable in terms of Local Authority bylaws and regulations.



- 8.4. The total floor space utilised in respect of such home enterprise in a Unit shall not exceed 60m<sup>2</sup> (sixty square metres) in total.
- 8.5. The Member or tenant conducting an enterprise from home may not employ more than two enterprise employees.
- 8.6. Vehicles of employees and visitors to the home enterprise shall be accommodated on the premises and shall not be allowed to park on the sidewalks, in the street or on private property.
- 8.7. In the event of failure to comply with the above provisions and, in particular any criteria and condition specified by the Association, the Association will instruct the Member or tenant to cease the enterprise operations within a specified time. Failure to comply with such instruction will result in the imposing of penalties and/or legal action by the Association.

## GUESTHOUSES

- 8.8. For the purpose of these Rules, a guesthouse means any building or buildings, offering accommodation facilities with or without meals to transient resident guests, which shall not have more than 16 guest rooms, and which is managed by the owner or host who resides on site or in a separate area within the property. It shall include bed & breakfast, rooming and lodging establishments. It can include a dining and conference facility for the exclusive use of resident guests but does not include any building mentioned in the Town Planning Scheme definitions of a "place of refreshment", "place of amusement", "social hall" and "adult premises".
- 8.9. Members acknowledge that the Estate is a residential estate and that no guesthouse shall be operated in the Estate without the explicit prior approval from the Local Authority.
- 8.10. Guesthouses operating in the Estate without the prior approval of the Local Authority will be reported to the Local Authority for closure and deemed to be conducting a business operation in the Estate without the approval of the Association. Such guesthouses shall be issued with the prescribed penalties and the Association reserves the right to obtain a court interdict against the continued operation of the guesthouse.
- 8.11. All guesthouses must be registered with the Association and operators shall submit a copy of the Local Authority application together with the Local Authority approval in the below required format to the Association.

Information to be submitted with an application for registration to the Association:

- 8.12. A detailed site plan shall be submitted indicating the allocation of the total floor area of the proposed guesthouse.
- 8.13. The residential unit of the host/owner shall be indicated on the site plan and each guest room shall be numbered.
- 8.14. All parking and landscaped areas shall be indicated on the site plan at a ratio of one parking space for every guest room and two parking spaces for the owner/host.
- 8.15. All guesthouses must be accredited and remain so by a Bed and Breakfast Association with at least twenty members, which does its own policy standards, which standards must be based on the National Grading Council standards. Proof of accreditation must be submitted to the Association within 6 (six) months of commencement of operation and thereafter on request.

## Evaluation Principles

- 8.16. The development shall only be accommodated on a site that has sufficient area to allow for guest accommodation and car parking without adversely affecting the amenity of neighbouring residences.

- 8.17. The accommodation facility shall be operated by a single household/owner/manager who resides in a part of the property.
- 8.18. All facilities, functions and meals shall be for the sole use of registered overnight guests.
- 8.19. The proposed development shall have a residential character and shall be compatible with buildings in the immediate area.
- 8.20. Activities (excluding arrivals and departures) on the site should in general be confined to normal office hours.
- 8.21. Delivery areas should not be unsightly or noisy. All loading and off-loading activities shall take place on the Unit.
- 8.22. Parking areas shall as far as possible not be visible from the street and shall be provided sensitively to neighbours.
- 8.23. Only one advertisement sign board shall be displayed on the property with the prior approval of the Association. This advertisement sign board shall not have dimensions exceeding 460mm x 600mm, without written consent of the Association.
- 8.24. No live music, noisy entertainment and dance facilities shall be provided in the Unit. Musical and other sounds that radiate from the premises shall not be audible beyond the property boundaries. No public functions or parties shall be allowed in the Unit.
- 8.25. The Member shall be responsible for ensuring that all employees and guests shall be provided with a copy of the Rules of the Association, and shall be responsible for compliance therewith. The Member acknowledges that he is responsible for the acts and omissions of guests, employees, contractors, subcontractors, visitors and invitees. In the event of breaches of the Rules of the Association, the Member shall be held liable for such breaches and any penalty imposed by the Association in terms of the Rules.
- 8.26. Guesthouse owners with local authority approval and Association registration may apply to the Association to be issued with access cards according to the number of room types at their establishment against payment of the prescribed annual fee. One card per single room and a maximum of two cards per double room may be issued. Access cards must be strictly controlled by the Member and may only be issued to registered overnight guests. Lost access cards must be reported to the Association's security department immediately upon detection of the loss and may be replaced at the prescribed fee. Once issued, the cards are subject to ad hoc security audits by the Association. Misuse of guest access cards will result in the forfeiture of the privilege and a penalty being imposed on the Member by the Association.
- 8.27. Persistent breaches of the Rules may result in the Association obtaining a court interdict for the permanent closure of the guesthouse business.

## **9. SECURITY RULES**

- 9.1. Members shall comply with the security rules and other security directives as published from time to time relating to security issues, including but not limited to access to or egress from the Estate, monitoring and supervision of staff, and safety precautions (including with respect to children, pets, vehicles, fire prevention and control, and emergency protocols).
- 9.2. Security officials shall at all times be treated respectfully and courteously and in a cooperative manner.
- 9.3. Security protocol at the gatehouses shall be strictly adhered to at all times. Under no circumstances shall residents or any person other than security personnel, Directors or authorised personnel be allowed into the gatehouses.

- 9.4. The access control system for permanent workers, temporary workers, golf caddies, golf course staff, contractor and subcontractor, and their representatives must be diligently enforced by every Member. No visitor or any category of employee may enter the Estate without being issued with the requisite authorisation.
- 9.5. Employees, gardeners and domestic workers must visibly display their security access cards at all times.
- 9.6. All residents, visitors and invitees must adhere to security protocol, and may not use access cards belonging to another person.
- 9.7. Security related incidents must be reported to the security control room immediately.
- 9.8. Except for the Association, no person shall authorise a deviation from the rules which covers all operational aspects for access/egress and movement on the Estate.
- 9.9. No electric fences of any kind may be erected by residents inside the Estate boundary or their Unit.
- 9.10. The Association in conjunction with residents residing along the electrified boundary fence shall keep the fence clear of any vegetation. Residents shall advise any visitors of the dangers pertaining to such electric fences. Such residents shall allow security staff to enter their Units on reasonable notice to inspect or repair the electric fence when required.
- 9.11. No resident may issue instructions to or countermand the standing instructions issued to security personnel.
- 9.12. All classes of visitors to the Estate must produce either a valid original driving licence, or valid original identity book or passport for access to the Estate, failing which such visitors may be refused entry.
- 9.13. The Estate will be manned by security twenty-four hours a day, seven days a week and patrolled on an ongoing basis. Members should pay due consideration to the fact that security personnel are authorised to carry firearms.
- 9.14. To facilitate entering the Estate, residents are requested where possible to advise security in advance of large groups of visitors by contacting the control room with their relevant particulars.
- 9.15. No resident shall make, or be party to the making of any false alarm.
- 9.16. Deliberate obstruction of access and egress to/from the Estate is prohibited.
- 9.17. No resident may employ private security guards to patrol the outside of their Unit. Should private security be required, the resident may only make use of the security company contracted by the Association by prior arrangement and all costs will be for the account of the resident. Private security guards may not carry unconcealed arms and may under no circumstances patrol or walk-about outside the boundaries of a Unit.

#### **RULES PERTAINING TO ENROLMENT OF TRUSTED INDIVIDUALS**

- 9.18. These Rules are aimed at expediting the process of granting access to trusted individuals who are friends or family of Members of the Association.
- 9.19. Any Member who wishes to enroll a trusted individual to gain access in terms of these Rules will have to lodge the prescribed application with the Association and sign an agreement whereby the Member and trusted individual accept responsibility jointly and severally for the compliance of such trusted individual when the individual is visiting the Estate.

#### **10. RULES FOR USING THE GOLF COURSE**

##### **General**

The golf course and clubhouse are there to be enjoyed by everyone, golfers and non-golfers alike. The Codes of Conduct for these facilities as published by the Association must be strictly adhered to at all times. The Association reserves the right to suspend or cancel membership of the Golf Club and/or

patronage of the Clubhouse in the event of persistent breach of the Codes of Conduct or failure to pay Debt due to the Association.

Golf is a potentially dangerous sport for participants, spectators, residents and passersby, so there are some basic rules to be followed:

During Golfing Hours (06:15 to end of official play)

- 10.1. Golfers must exercise all reasonable caution during play not to cause damage to property or injury to residents and may be held personally liable for such damage or injury.
- 10.2. The in-bounds (playing) areas of the golf course may not be used by any person while golfers are in play.
- 10.3. Non-golfers must strictly remain on the cart paths between 06:00 and 18:00 and must take extreme caution and be aware of golf balls in flight.
- 10.4. For safety reasons, non-golfers may not walk, jog, ride a bicycle or drive carts across the golf playing areas of the course during golfing hours.
- 10.5. Users who walk, jog and cycle on the course cart paths do so entirely at their own risk.
- 10.6. Please be quiet and stand still for a moment while using the paths if a golfer is playing near you.
- 10.7. Access to the golf course to play golf will only be granted after registering at the Pro Shop prior to play.
- 10.8. No golfer may start to play golf on any hole other than the 1<sup>st</sup> or 10<sup>th</sup>, and only after having registered at the Pro Shop for play.
- 10.9. No golfer may trespass on the private property of residents for any reason including retrieving golf balls.
- 10.10. Golf practising is limited to the designated range and practise facilities during the designated times only. No practising is allowed anywhere on the course at any time.
- 10.11. Playing golfers enjoy priority on the golf course at all times.
- 10.12. Occupants of Units adjacent to the golf course should exercise extreme caution when inside their gardens to avoid injury from golf balls in errant flight.
- 10.13. Instructions from marshals and security officials must be obeyed at all times.

After Golfing Hours

- 10.14. Residents are welcome to use the course for recreational activities such as walking, jogging, cycling, or exercising pets on a leash provided that no activity may be undertaken that may potentially damage the course.
- 10.15. No activity may be undertaken closer than fifteen metres to any green, tee box or sand bunker. Greens are the finely mowed and manicured areas where golfers finish every hole, indicated with flag sticks in the cups. Therefore, nobody except a golfer during official play is allowed on a green, tee box or in a sand bunker.
- 10.16. Driving range balls are the property of the Silver Lakes Golf Club and may not be removed from the range area for any reason. Range balls may not be used on the golf course.
- 10.17. Interfering with, removing or vandalizing golf course property, including out-of-bounds markers is strictly forbidden.

## 11. DISCIPLINARY RULES

- 11.1. In the event of any breach of the MOI and/or Rules by a Member, resident, visitor, occupants, contractor, subcontractor, estate agent or any other person (the "defaulting party"), the Association shall be entitled to:

- 11.1.1. request the defaulting party to provide an explanation, or apology in writing; and/or
  - 11.1.2. issue a reprimand (orally or in writing) and request such defaulting party to remedy such breach within a prescribed time period; and/or
  - 11.1.3. impose a penalty; and/or
  - 11.1.4. withdraw any previously given consent applicable to the particular matter to which such default pertains; and/or
  - 11.1.5. take any such further action, including legal action, as the Association may deem fit in order to enforce the provisions of the MOI and Rules.
- 11.2. Should the Association impose a penalty in respect of any transgression and where the defaulting party is a Member, such penalty shall be added to the levy account.
  - 11.3. In the event of an imposition of a penalty and where the defaulting party is not a Member, such penalty shall be payable on demand.
  - 11.4. The Association shall be entitled to take such action and impose such penalties in terms of these Rules as deemed in the best interest of the Estate.
  - 11.5. In the event of repeated breaches by a defaulting party, the Association shall be entitled to escalate the penalties which may be imposed in respect of such breach in terms of the Schedule on each and every occasion that such breach re-occurs.
  - 11.6. The decision of the Association regarding the enforcement of the MOI and Rules and the imposition of any sanctions in terms of the MOI and Rules shall be final and binding.
  - 11.7. The provisions of clause 11.6 shall not preclude any party from seeking relief from a competent court.
  - 11.8. Members acknowledge that they are responsible for the acts and omissions of their family, employees, contractors (and subcontractors), visitors and invitees, including payment of penalties in respect of any of the aforementioned, and that the exercising by the Association of any rights insofar as any offending party (who is not a Member) is concerned shall not relieve the affected Member from his obligations, nor abrogate from the rights of the Directors to exercise any right or enforce any remedies against such Member arising from the offending breach of the MOI and Rules.

## **12. ELECTION CAMPAIGN RULES**

- 12.1. These rules are meant to ensure fairness, keep order and preserve the integrity of the campaigns for the election of Directors.
- 12.2. Candidates should maintain the "spirit of the campaign" which is an atmosphere of friendly competition with others and respect for the election process.
- 12.3. Candidates are responsible for their campaigns, which includes others whom they know are campaigning on their behalf.
- 12.4. Campaigners may not violate the MOI or Rules or negatively interfere with the Independent Electoral Committee's ("IEC") responsibility to preserve the integrity of the election and other candidate's campaigns.
- 12.5. Campaigning is defined as publicly promoting one's candidacy in person or via electronic means.
- 12.6. No door-to-door campaigning is allowed.

- 12.7. If during the campaign a candidate's name is removed from the register of Members, such candidate shall immediately cease to campaign and his nomination will be cancelled by the Independent Electoral Committee.
- 12.8. Campaigners shall not in any way utilise the Association's resources or stage mass gatherings in communal areas.
- 12.9. If someone is unsure if a particular campaigning activity violates these Rules, he shall contact the Independent Electoral Committee for an official interpretation, which interpretation shall be final and binding.
- 12.10. No candidate may begin campaigning before the time set by the Association as the start of official campaigning.
- 12.11. Campaigners must abide by generally acceptable behavior regarding e-mails or any other form of electronic communication or social media and respect the privacy of Members.
- 12.12. Campaigners will be personally responsible for their actions and the integrity of information distributed by them.
- 12.13. The IEC will, on behalf of all campaigners send out their official manifesto simultaneously on pre-determined dates, by making use of the details of Members on the Association's database. The IEC reserves the right to reject publication of any information deemed inappropriate.

#### Procedure for Complaints

- 12.14. Complaints related to the elections shall be directed in writing to the chairperson of the Independent Electoral Committee within 48 hours of the announcement of the provisional election results by the chairperson of the AGM.
- 12.15. If complaints are received, the Independent Electoral Committee shall conduct an investigation to determine the validity of the complaint by applying the principles of natural justice and shall impose any sanction deemed appropriate, including the disqualification of a candidate. This shall be completed within 2 (two) weeks of receipt of the complaint.
- 12.16. The decision and remedial actions prescribed by the Independent Electoral Committee following any complaint shall be final and binding unless reviewed by a competent authority.

### **13. ADVERTISING**

- 13.1. The official community magazine (Intra Muros) is published by the Association to inform residents of events and happenings within the Estate and surrounding areas.
- 13.2. No advertisements by way of leaflets, pamphlets etc. may be exhibited or distributed at the gatehouses or within the Estate without the prior approval of the Association; however, such leaflets and pamphlets may form part of or be included in the community magazine.
- 13.3. The Association reserves the right to reject any material for publication in the official estate magazine should the publication of such material be deemed not to be in the best interest of the Estate.

### **14. CODE OF CONDUCT FOR CLUBHOUSE AND COMMUNAL FACILITIES**

- 14.1. Members and visitors who use the communal recreational facilities of the Estate will be subject to strictly enforced rules and/or generally acceptable code of conduct as may be published from time to time by the Association.
- 14.2. Repeated breaches of the rules and/or generally acceptable code of conduct for these facilities by Members or visitors will result in the imposition of a sanction in the discretion of the Association, which sanction may include being barred temporarily or permanently from the use of or entering of these facilities.

14.3. The Association reserves the Right of Admission.

## 15. DISPUTE RESOLUTION

15.1. Disputes between Members, tenants and/or occupants:

15.1.1. Should a dispute arise the parties involved shall endeavour in the first instance to settle such dispute and shall in such circumstances exhibit due tolerance and shall act reasonably in accordance with the principles of good neighbourliness;

15.1.2. Where such dispute cannot be resolved, should the disputant parties mutually agree, the dispute shall be referred to the Directors, who shall act as mediators (and not arbitrators) should the Directors have so resolved;

15.1.3. In the event of the matter being resolved to the satisfaction of the disputant parties as a result of the mediation of the Directors, such settlement shall be final and binding upon the disputant parties;

15.1.4. Where the disputant parties have elected to submit their dispute for mediation to the Directors, the disputant parties shall, in equal shares, pay the reasonable costs which shall be incurred by the Directors in regard to mediation, and shall have been previously advised to the disputant parties;

15.1.5. Should the Directors elect not to mediate with respect to the dispute the disputant parties shall be so informed and shall be entitled to resolve or otherwise dispose of the dispute in such manner as they deem necessary, whether by way of legal proceedings or arbitration, it being expressly agreed that the Directors shall not be a party to any such proceedings or arbitration and shall bear no responsibility in respect thereof;

15.2. Disputes between Members and the Association:

15.2.1 A Member who disputes that he has committed a breach of any obligation in terms of the MOI and/or the Rules, shall Deliver a submission, in Writing, to the Directors within a period of not more than 14 (fourteen) days from the date of expiry of the period of demand contained in the notice Delivered to the affected Member;

15.2.2 Failure to deliver such a submission shall be deemed that the Member has accepted the decision of the Association;

15.2.3 A meeting of the Directors shall be convened as soon as reasonably possible after receipt of the submission;

15.2.4 For purposes of the dispute, the Directors shall be entitled to delegate any of their powers and/or responsibilities to a committee consisting of not less than 2 (two) Directors, a member of Senior Management and the person appointed by the Association to undertake the administrative functions of the Association to which the penalty relates;

15.2.5 The proceedings at such a meeting of Directors shall comply with the principles of natural justice;

15.2.6 The Member will be notified within a reasonable time in writing of the decision of the Directors, which decision shall be final and binding on the Member.

15.3. Should the affected Member be aggrieved by the decision of the Directors he shall, within 14 (fourteen) days of receipt of delivery of written notification of the Directors' decision, refer such a dispute as provided for in the Community Scheme Ombud Services Act, 2011, failing which it shall be deemed that the Member has accepted the decision of the Directors.

15.4. Neither the Association or the affected Member shall be prevented from seeking any urgent or interim relief from a competent Court.

15.5. The provisions of this Section 15 dealing with disputes are severable from the remaining provisions of the

MOI and Rules and shall continue to apply in circumstances where the affected Member ceases to be a Member at any time after receipt of the Written notices referred to in this Section 15.

- 15.6. The Association reserves the right to apply to any competent court to enforce any of the rights of the Association in terms of the MOI or Rules and all legal and other costs with regard to any legal proceedings instituted by the Association against any Member will be recoverable from the Member on an attorney and own client scale where such dispute is ruled in favour of the Association.



**16. SCHEDULE OF TRANSGRESSIONS & PENALTIES**

(This Schedule is a guideline, amended from time to time, with additions and deletions as deemed necessary by the Directors)

| DESCRIPTION OF TRANSGRESSION  | 1st Offence                            | 2nd Offence             | 3rd Offence onwards |
|---|--|-------------------------|---------------------|
| <b>USE OF STREETS</b>   |  |                         |                     |
| Speeding, reckless, drunken driving.  | R 250                                  | R 500                   | R 750               |
| Skipping stop signs.  | R 250                                  | R 500                   | R 750               |
| Parking a vehicle anywhere other than in a demarcated parking bay.  | Written warning                        | R 500                   | R 750               |
| Driving without a license: any engine powered vehicle (cars, motor cycles, golf carts).   | R 250                                  | R 500                   | R 750               |
| Driving of quad bikes anywhere in the Estate.   | R 250                                  | R 500                   | R 750               |
| Driving a vehicle in an off-limit area. Driving on the golf course, in parks and on pavements with any type of engine powered vehicle (except with a registered golf cart on the golf course) | Written warning                        | R 500                   | R 750               |
| Driving golf carts in the Estate without lights after sunset.   | Written warning                        | R 500                   | R 750               |
| Driving an unregistered golf cart anywhere in the Estate / not displaying valid annual registration sticker.  | Written warning<br>(7 days to comply)  | R 500                   | R 750               |
| Use of vehicles and motor cycles with customized noisy exhaust systems.   | Written warning                        | R 500                   | R 750               |
| Placing concrete balls, rocks, stones, ornaments or similar items on the road reserve (pavement)  | Written warning<br>(7 days to comply)  | R 500                   | R 1 000             |
| <b>DISTURBING THE PEACE</b>   |  |                         |                     |
| Noise generated by music, electronic instruments, mechanical and/or electrical equipment, partying and the activities of residents and their employees.                                       | Written warning                        | R 1 000                 | R 2 000             |
| <b>SECURITY</b>   |  |                         |                     |
| Unauthorised use of access cards by any person.   | R 2 000                                | R 3 000                 | R 4 000             |
| Unauthorised entry into the Estate by any person.   | R 2 000                                | R 3 000                 | R 4 000             |
| Treating the security personnel in an abusive manner.   | Written warning                        | R 1 000                 | R 2 000             |
| Bringing any form of labour into the Estate without following the correct procedures in terms of permits.   | R 1000 per person                      | R 2 000 per person      | R 3 000 per person  |
| Residents allowing anybody into the Estate without following access procedures.   | R 1000 per person                      | R 2 000 per person      | R 3 000 per person  |
| Tailgating i.e. gaining unauthorised access into the Estate by slipping under the boom which was raised to allow access to previous person.   | R 2 000                                | R 3 000                 | R 4 000             |
| Loitering in the Estate.  | Written warning                        | R 1 000                 | R 1 500             |
| Gardeners and domestics not visibly displaying security access cards.   | Written warning                        | R 500                   | R 700               |
| Deliberate obstruction of access/egress to/from Estate.   | R 10 000 per incident                  |                         |                     |
| <b>PETS</b>   |  |                         |                     |
| Barking dogs. Pets becoming a nuisance in the Estate.   | Written warning                        | R 250                   | R 500               |
| Pets roaming the streets.   | R 250                                  | R 250                   | R 500               |
| Dogs not on a leash.  | R 250                                  | R 500                   | R 750               |
| Keeping more than three dogs or three cats.   | Written warning<br>(30 days to comply) | R 500 per pet per month |                     |

| DESCRIPTION OF TRANSGRESSION   | 1st Offence  | 2nd Offence  | 3rd Offence onwards        |
|--|--|--|----------------------------|
| Dogs swimming in dams/public water features.   | R 250  | R 500  | R 750                      |
| Not removing pet excrement or carrying receptacle for same.  | R 250  | R 500  | R 750                      |
| <b>CONTRACTORS</b>   |  |  |                            |
| Contractors working outside permitted times.   | R1 000   | R2 000   | R3 000                     |
| Contractor workers leaving their specified building site on foot not transported to and from building sites by contractor vehicle.                             | R 500  | R 750  | R1 000                     |
| Contractors not having a chemical toilet or skip on site.  | R1 000 per week  | R2 000 per week  | R3 000 per week            |
| Contractors not keeping their sites clean, tidy & properly screened.   | Written warning<br>(48 hours to comply)  | R2 000 per week  | R3 000 per week            |
| Fires lit on building sites by contractors and/or their employees.   | R1 000   | R2 000   | R3 000                     |
| <b>ENVIRONMENT</b>   |  |  |                            |
| Dumping of rubble, refuse or building material anywhere in the Estate.   | R2 000   | R2 500   | R3 000                     |
| Littering.   | Written warning  | R 250  | R 500                      |
| Burning of rubbish in the Estate.  | R1 000   | R2 000   | R3 000                     |
| Fauna and flora chased, trapped, harmed, removed or interfered with or harassed in anyway.   | R1 000   | R2 000   | R3 000                     |
| Dwelling unoccupied where property security, pool safety and external maintenance not complied with.   | Written warning<br>(21 days to comply)   | R 2 000 per month from month 1-3<br>R 5 000 per month from month 4-6<br>R10 000 per month from month 7 onwards                               |                            |
| Illegal connections of storm water to the sewerage system. Unauthorised pumping of water from dams or boreholes.   |  | R5 000 per month   |                            |
| <b>GENERAL</b>   |  |  |                            |
| Operating a business in the Estate without prior Local Authority and/or Association approval.  | Written warning<br>(30 days to comply)   | R10 000 per month from month 1-3<br>R15 000 per month from month 4-6<br>R20 000 per month from month 7 onwards (with potential legal action) |                            |
| Unauthorised advertising in the Estate.  | R1 000   | R2 000   | R4 000                     |
| Unauthorised flying of remotely piloted aircraft systems   | R 250  | R 500  | R1 000                     |
| Vandalism to communal property   | Cost of repair plus R1 000   | Cost of repair plus R2 500   | Cost of repair plus R5 000 |
| <b>BUILDING WORK</b>   |  |  |                            |
| Exceeding building time limits.  | R 2 000 per month from month 1-3<br>R 5 000 per month from month 3-6<br>R10 000 per month from month 6 onwards |  |                            |
| Vacant stand on which development has not been completed within 24 months of registration (Note: building time limits penalties to be added where applicable). | R 5 000 per month from month 1-6<br>R10 000 per month from month 7 onwards                                     |  |                            |
| Non-compliance with building and architectural guidelines.   | R3 000 per month from month 1-2<br>R5 000 per month from month 3 onwards                                       |  |                            |
| Building without approved plans / deviating from approved plans  | R3 000 per month from month 1-2<br>R5 000 from month 3 onwards   |  |                            |
| Encroachments onto communal property.  | Written warning<br>(7 days to comply)  | R5 000 per month   |                            |

| DESCRIPTION OF TRANSGRESSION  | 1st Offence                            | 2nd Offence  | 3rd Offence onwards        |
|---|--|--|----------------------------|
| Wendy houses, shacks and other structures in contravention of the Rules.                | Written warning<br>(14 days to comply) | R3 000 per month from month 1-2<br>R5 000 per month from month 3 |                            |
| <b>GOLF COURSE</b>  |  |  |                            |
| Playing golf or practising on the course not part of official play.                     | R 500                                  | R2 000   | R3 000                     |
| Any activities on tee boxes, putting greens and sand bunkers not part of official play. | R1 000                                 | R2 000   | R3 000                     |
| Interfering with official out-of-bounds stakes.   | Written warning                        | R2 000   | R3 000                     |
| Removing practice balls from the driving range.   | R 500                                  | R1 000   | R2 000                     |
| Vandalism   | Cost of repair plus R1 000             | Cost of repair plus R2 500                                       | Cost of repair plus R5 000 |