



GOVERNING RULES

OF

SITARI COUNTRY ESTATE

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1 DEFINITIONS AND INTERPRETATION

1.1 In these Governing Rules, unless the context otherwise indicates:

- 1.1.1 **"AAP"** means the Architect Accreditation Procedure as provided for in the C&O Manual, the terms and conditions of which accreditation must be determined by the Developer, during the Development Period, and thereafter by the Board, and approved by the ARC;
- 1.1.2 **"Accredited Architects"** means the Architects and the Landscape Architect accredited in terms of the AAP and includes an Architect appointed for the purpose of scrutinizing all plans on behalf of the Association and more specifically, the ARC, and a Landscape Architect appointed for the purpose of the controlling and enforcing of the Landscape Guidelines and Landscape Plan, on behalf of the ARC and the Board;
- 1.1.3 **"Accredited Building Contractors"** means the Building Contractors accredited in terms of the BCAP;
- 1.1.4 **"Accredited Estate Agent/Agency"** means SPS or such other estate agent(s)/agency(ies) accredited in terms of the EAAP and whose services must be used in accordance with Governing Rules 8, 9 and 10;
- 1.1.5 **"A&D Guidelines"** means the architectural and design guidelines as defined in the Constitution;
- 1.1.6 **"Alienate"** means the alienation of any Land Unit, or a portion(s) of a Land Unit, whether by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, lease, court order or insolvency, change in shareholding of a company or membership in a close corporation irrespective of whether such alienation is subject to a resolute condition or a condition precedent, and alienation shall have a corresponding meaning;
- 1.1.7 **"Architectural Review Committee"** means the Architectural Review Committee established by the Developer during the Development Period, and thereafter by the Board, the functions of which committee are described in Governing Rule 3 below (also known as the **"ARC"**);
- 1.1.8 **"Association (SCEMHOA)"** means the Sitari Country Estate Master Home Owners' Association, an association not for gain, constituted in terms of the Constitution;

- 1.1.9 **"BCAP"** means the Building Contractor Accreditation Procedure as provided for in the C&O Manual, the terms and conditions of which accreditation must be determined by the Developer, during the Development Period, and thereafter by the Board, and approved by the ARC;
- 1.1.10 **"Biodiversity Levy"** means a monthly biodiversity levy payable in terms of the EA, by the Association to the Local Authority, as a contribution towards the maintenance and upkeep of the immediate surroundings to the Estate, which levy will become payable monthly and will commence on the registration of transfer of each and every respective Land Unit, i.e. from the moment that the Developer ceases to be the registered owner of a Land Unit;
- 1.1.11 **"Board"** means the trustees of the Association assembled as a Board, as more fully described in the Constitution;
- 1.1.12 **"Body Corporate"** means, in relation to a Sectional Title Development, the requisite Body Corporate established in terms of section 2(1) of the STSMA, which Body Corporate will be incorporated into the relevant Sub-Association as provided for in the Constitution;
- 1.1.13 **"Camera System"** means the camera system used to enhance the security of the Estate and the Members, Owners or Occupants;
- 1.1.14 **"Club House"** means the club house facility to be constructed on the Estate, as more fully provided for in Governing Rule 13.1;
- 1.1.15 **"Commercial Erven"** means any subdivided portion of the Parent Property zoned for commercial indicated as such on the SDP;
- 1.1.16 **"Common Property"** means, in relation to a Sectional Title Development, the land included in the scheme and such parts of the building(s) not included in a Section;
- 1.1.17 **"Communal Property"** means collectively, all Private Roads, Private Open Spaces, and specifically includes any roads, buildings, infrastructure, and facilities which are or will be located on the Parent Property and owned, controlled and managed by the Association, from time to time;
- 1.1.18 **"Constitution"** means the Constitution of the Association, as approved by the Local Authority;

- 1.1.19 "**Contractor**" means an Accredited Building Contractor, any other contractor, supplier, person or firm that undertakes a contract to provide materials or labour to perform a service or do a job for an Owner or a Resident;
- 1.1.20 "**C&O Manual**" means the Construction and Operational Manual, incorporating the Sitari Country Estate Site Building Regulations, as approved by the Developer and the Local Authority;
- 1.1.21 "**Developer**" means Sitari Country Estate (Pty) Limited, Registration Number 2007/033501/07, its successors-in-title or assigns;
- 1.1.22 "**Development Period**" means the period from the date of establishment of the Association until all the Land Units situated on the Parent Property have been transferred from the Developer and/or improved by the Developer, or, until the Developer notifies the Association and any applicable Sub-Association and Body Corporate in writing that the Development Period has ceased, whichever event occurs first;
- 1.1.23 "**Dwelling**" means the construction of a building on an Erf suitable for occupation and use by natural persons;
- 1.1.24 "**EA**" means the Environmental Authorisation;
- 1.1.25 "**EAI**" means the Environmental Impact Analysis;
- 1.1.26 "**EAAP**" the Estate Agency Accreditation Procedure as determined by the Developer during the Development Period, and thereafter by the Board, and to be implemented and enforced by the Association and the Management Company at all times;
- 1.1.27 "**Erf/Erven**" means any Erf created by the subdivision of the Parent Property, as indicated on the SDP, or any amendments thereto, but excluding the Commercial Erven, Institutional Erven and the Communal Property;
- 1.1.28 "**ESKOM**" means Eskom Holdings SOC Limited, Registration Number: 2002/015527/06;
- 1.1.29 "**Estate**" means the Sitari Country Estate, being the gated estate and township established by the Developer on the Parent Property;
- 1.1.30 "**Estate Manager**" means the Estate Manager as defined in the Constitution;

- 1.1.31 "**GHD**" means any subdivision(s) of the Parent Property that will be developed for group housing purposes, as provided for in the A&D Guidelines and the C&O Manual and indicated as such on the SDP;
- 1.1.32 "**Governing Rules**" means these Governing Rules issued under the Constitution, as approved and amended by the Developer from time to time during the Development Period, and thereafter by the Board, and to be implemented and enforced by Board at all times;
- 1.1.33 "**H&S Legislation**" means all applicable Health and Safety Legislation and Regulations in terms of the South African legislation and precedent law;
- 1.1.34 "**Institutional Erven**" means the Institutional Erven, as defined in the Constitution;
- 1.1.35 "**Landscape Guidelines**" means the Landscape Guidelines approved by the Accredited Architect, the Developer and the Local Authority, including the Landscape Plan;
- 1.1.36 "**Landscape Plan**" means the Landscape Plan approved the Local Authority;
- 1.1.37 "**Land Unit(s)**" means any subdivided portion of the Parent Property registered or capable of being registered as a separate Erf or Section in the Cape Town Deeds Registry;
- 1.1.38 "**Local Authority**" means the Local Authority having jurisdiction over the Estate, being the City of Cape Town or its successors in title;
- 1.1.39 "**Management Company**" means any person or entity appointed by the Developer, during the Development Period, and thereafter by the Board, as an independent contractor to undertake any or all of the management functions of the Association, any Sub-Association and/or Body Corporate, subject to and in terms of the provisions of the Constitution and these Governing Rules;
- 1.1.40 "**Management and Conduct Rules**" means the Management and Conduct Rules that apply to each Sectional Title Development;
- 1.1.41 "**Member**" means a member of a Body Corporate or a Sub-Home Owners' Association;
- 1.1.42 "**Occupant**" means any person/s occupying a Land Unit or Dwelling or any improvement or structure thereon;

- 1.1.43 **"Owner"** means the registered Owner of a Land Unit and as such a member of the Association, a Sub-Association or a Body Corporate, as the case may be;
- 1.1.44 **"Parent Property"** means the land approved for development by the Local Authority, being Erf 1 Sitari, City of Cape Town, Western Cape Province upon which the Estate is being developed by the Developer;
- 1.1.45 **"PEC"** means PEC Utility Management (Pty) Ltd, Registration Number: 2004/032820/07;
- 1.1.46 **"Pocket Developer"** means a developer of a Sectional Title Development, or GHD, as the case may be;
- 1.1.47 **"Prescribed AOS"** means the agreement of sale prescribed by the Developer, for use by an Owner during the Development Period, and thereafter by the Association, for the purpose of selling any Land Unit;
- 1.1.48 **"Primary Residence"** means the residence that the Owner ordinarily resides or have resided in as his or her main residence;
- 1.1.49 **"Private Open Spaces"** means all the private open spaces, indicated as such on the SDP, which private open spaces, is or will be registered in the name of the Association in the Cape Town Deeds Registry and is the responsibility of the Association;
- 1.1.50 **"Private Roads"** means the Private Roads, indicated as such on the SDP, that will be or has been transferred in favour of the Association in the Cape Town Deeds Registry, and will, as such, be or become the responsibility of the Association;
- 1.1.51 **"Purchaser"** means any person or entity that enters into an agreement of sale with the Owner of a Land Unit;
- 1.1.52 **"Resident"** means any person who is resident at the Estate and includes Owners, Occupants and members of their family, their guests and tenants;
- 1.1.53 **"Restriction Period"** means a period that commences on the date of registration of transfer of a Land Unit from the Developer to a Purchaser and expires:
- 1.1.53.1 in the case of the sale of a Land Unit by the Developer, 5 (Five) years after the date of registration of transfer of the Land Unit in favour of a Purchaser; and

- 1.1.53.2 in the case of the sale of a Land Unit by a Pocket Developer, 5 (Five) years after the date of registration of transfer of the Land Unit in favour of a Third-Party Purchaser;
- 1.1.54 **“Rules Transgression Schedule (RTS)”** means the schedule that stipulates the list of transgressions and the applicable penalties;
- 1.1.55 **“SAC”** means the constitution of any Sub-Association, approved by the Developer during the Development Period, and thereafter by the Board, which constitution may never conflict with and/or alter any provisions of the Constitution, these Governing Rules and/or any of the documents and/or guidelines referred to in the Constitution and/or these Governing Rules;
- 1.1.56 **“Section”** means a “primary section” forming part of a sectional title scheme, as envisaged in section 2(m) of Annexure 1 to the STSMA, but excluding the common property and exclusive use areas;
- 1.1.57 **“Sectional Title Development”** means the development of an Erf in terms of and subject to the provisions of the STA;
- 1.1.58 **“Security Protocol”** means the security protocol, governing all aspects of the security of the Estate, Owners and Residents, which protocol will be part of and approved in terms of the Governing Rules;
- 1.1.59 **“SDP”** means the Site Development Plan approved by Local Authority in respect of Stage 1 and Stage 2;
- 1.1.60 **“SPS”** means Sitari Property Sales (Pty) Ltd, Registration Number: 2014/126314/07 its nominee or successors-in-title, an estate agency operating within the Estate, which estate agency has been duly accredited by the Association;
- 1.1.61 **“SRE”** means all Erven in the Estate zoned and used for single residential purposes and which Erven 1 (One) Dwelling may be constructed;
- 1.1.62 **“STA”** means the Sectional Titles Act No. 95 of 1986 (including all regulations framed thereunder);
- 1.1.63 **“STSMA”** means the Sectional Title Schemes Management Act No. 8 of 2011 (including all regulations framed thereunder);

- 1.1.64 **"Sub-Association"** means any Sub-Home Owners' Association as defined in the Constitution;
- 1.1.65 **"Third Party Purchaser"** means any person or entity that enters into an agreement of sale with a Purchaser, other than the Developer;
- 1.1.66 **"Vehicle"** means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
- 1.1.67 **"Website"** means the Website of the Development available on the internet at the following website address: www.sitari.co.za;
- 1.1.68 **"Wetland"** means the wetland area situated on Erven 1662, 1163 and 1644 Sitari, or parts thereof;
- 1.1.69 **"Wetland Management Plan"** means the plan to be drafted by a Wetland specialist, when the Wetland is established;
- 1.1.70 **"Works"** means any construction, erection or alteration of, or addition to, any Dwelling, building or structure on the Estate; and
- 1.1.71 **"WULA"** means the Water Use License Authorisation.
- 1.2 Any reference to natural persons includes artificial persons and *vice versa*.
- 1.3 Any reference to a gender includes the other genders (including neuter).
- 1.4 Any reference to the singular includes the plural and *vice versa*.
- 1.5 The headings in these Governing Rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.6 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause form part, bear the meaning assigned to such words and expressions in such sub-clause.
- 1.7 No provision in these Governing Rules or any related document shall be construed against or interpreted to the disadvantage of any party hereto by reason of such party having or being deemed to have structured or drafted such provision.

- 1.8 These Governing Rules shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

2 GOVERNING RULES OF THE ASSOCIATION AND CODES OF CONDUCT

- 2.1 Subject to the provisions of the Constitution and to any directives given by the Association and to any requirements and/or conditions imposed by the Local Authority and/or the Developer and/or any other statutory body, the Board may make rules and/or establish codes of conduct, and may vary or modify the same from time to time, in connection with:
- 2.1.1 the installation, operation and maintenance of irrigation in the Communal Property, and the Common Property;
 - 2.1.2 the determination, implementation and control of security measures as will be provided for in the Security Protocol;
 - 2.1.3 the implementation and enforcement of the EAAP, control over the conduct of an Accredited Estate Agent/Agency, its clients, Owners and/or Residents who have mandated an Accredited Estate Agent/Agency to act on its behalf, as well as actions that may be taken against any estate agent/agency, its clients, Owners and/or Residents who have failed to comply with the EAAP and any additional rules and obligations pertaining to the sale and/or letting of a Land Unit in the Estate;
 - 2.1.4 the control of the building operations and the conduct of the Accredited Building Contractors in terms of the BCAP, including any sub-contractors or agents;
 - 2.1.5 the control and conduct of persons for the prevention of nuisance of any nature to any Owner/Resident;
 - 2.1.6 the control and conduct of persons using the Communal Property and/or the Common Property;
 - 2.1.7 the use of roads, infrastructure, services amenities and facilities in the Communal Property and/or the Common Property including the right to charge a reasonable fee for the use of the amenities and facilities;

- 2.1.8 the furtherance and promotion of any of the objects of the Association, for the better management of the affairs of the Association and for the advancement and protection of the interests of the Members, Owners and Occupants.
- 2.2 Subject to any restrictions imposed or directives given at a General Meeting of the Association, the Board may (but shall not be obliged to) from time to time, make rules, and amend or modify those rules, in relation to, *inter alia*, the following –
- 2.2.1 the management and control of the Estate;
- 2.2.2 the furtherance and promotion of any of the objects of the Association including the promotion of better management of the affairs of the Association and the advancement of the interests of the Members;
- 2.2.3 the use, occupation and enjoyment of the Communal Property and the Common Property, or any parts thereof;
- 2.2.4 the preservation of the natural environment within the Estate;
- 2.2.5 pedestrian and vehicular traffic including parking within the Estate;
- 2.2.6 the conduct of any business within the Estate;
- 2.2.7 the conduct of any Owner, Occupant or visitor to the Estate;
- 2.2.8 the nature, content and design of garden and landscaped areas within the Estate in accordance with the Landscape Guidelines;
- 2.2.9 the admission of any person within the Estate, including the conditions upon which persons may enter the Estate, and the eviction of any person who is not entitled to be present within the Estate under circumstances of probable cause;
- 2.2.10 the storage of flammable and other harmful substances;
- 2.2.11 the enforcement of any rules made in terms of these Governing Rules and the adjudication of disputes relating to the application and/or interpretation of any of these Governing Rules;

- 2.2.12 the introduction of fines and other penalties that may be payable by any Member/Owner, Occupant or visitor for contravening or failing to comply with any of the provisions of this Governing Rules or any rules and regulations made thereunder.
- 2.3 Each Sub-Association shall ensure that none of its Members shall let or otherwise part with the occupation of his Land Unit, whether temporarily or otherwise, unless the proposed Occupant has agreed to be bound by all the provisions of the Constitution, the Governing Rules, the SAC, and all other rules or regulations made or promulgated by the Association, or the Developer, during the Development Period. The Members shall at all times remain bound by the provisions of the Constitution, the Governing Rules and the SAC, and will be required to ensure and procure compliance therewith by such Occupant. The Members shall be liable for the acts or omissions of all persons occupying his/her Land Unit whether lawfully or unlawfully including without limitation guests, employees, invitees, contractors, sub-contractors and/or agents.
- 2.4 These Governing Rules shall be binding upon all Members, Owners, Occupants, Residents and visitors to the Estate;
- 2.5 Every Member/Owner/Occupant shall procure that all its representatives, tenants, members of the household, visitors, invitees and other persons related to that Member/Owner/Occupant comply with the Constitution, the Governing Rules and any additional rules made and/or codes of conduct established by the Board in terms of these Governing Rules.
- 2.6 In the event of any breach of the Constitution, the Governing Rules and any additional rules made and/or codes of conduct established by the Board in terms of these Governing Rules by an Owner's employees, representatives, tenants, any member of his household and/or any other person related to the Owner, guests and/or invitees, such breach shall be deemed to have been committed by the Owner himself and the Owner shall be liable for any sanctions imposed by the Board as a consequence of this breach (including but not limited to penalties as provided for in the RTS). The Board shall nevertheless be entitled to take or cause to be taken such steps against the person actually committing the breach as they in their sole and absolute discretion deem fit.
- 2.7 These Governing Rules may be revised on a regular basis and shall include any changes or amendments made in the preceding period. The Governing Rules will also be available on the Website.

Conflict of existing practice with new rules

2.8 Any existing practice(s) in conflict with an amended/new Governing Rule (“**New Governing Rule**”) shall cease immediately, unless resolved as follows:

2.8.1 where a specific conflict arises between a New Governing Rule and an existing practice of long standing and a Member or Owner feels legitimately aggrieved, the Developer during the Development Period, and thereafter the Board may on written request, or in its own right, allow the partial or total relaxation of the New Governing Rule, to permit such existing practice to remain, or to be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely in the Developer’s sole and absolute discretion during the Development Period, and thereafter in the Board’s sole and absolute discretion, and shall be final and binding on all parties involved in the dispute.

3 APPROVAL OF PLANS FOR BUILDINGS AND STRUCTURES

3.1 For the purposes of maintaining the high standard of the appearance and design of the Estate and of ensuring an attractive and harmonious appearance of the Estate, the Developer may make the A&D Guidelines as well as the Landscape Guidelines relating to the appearance, design and construction requirements applicable to the Estate. The A&D Guidelines shall constitute an integral part of these Governing Rules and may be amended from time to time by the Developer, for the duration of the Development Period, and thereafter, by the Board, provided it remains true to the originally approved development vision for the Estate.

3.2 All Works shall comply with the provisions of the A&D Guidelines.

3.3 No Works may commence or be carried out without the prior written approval of the plans and specifications in respect of the Works by the ARC, the Developer, for the duration of the Development Period, and thereafter, by the Board.

3.4 A full set of proposed plans and specifications in respect of the Works prepared in accordance with the A&D Guidelines shall, for the duration of the Development Period, be submitted to the ARC.

3.5 The ARC shall, in its sole and absolute discretion, determine whether the plans and specifications in respect of the Works comply with the Architectural Guidelines, and its determination in this regard shall be final and binding upon the Owner concerned.

- 3.6 The ARC, as nominated by the Developer, for the duration of the Development Period, and thereafter, the Board, shall be entitled to withhold any approval contemplated by this Governing Rule 3, subject to compliance with such modifications or amendments to the plans and specifications in respect of the Works and/or such other conditions as the Developer or the ARC (as the case may be) may request or impose in their sole discretion.
- 3.7 Any approval granted by the ARC shall be in writing and be signed by the Developer and the ARC. Before giving such approval, the Developer or the ARC (as the case may be) may require the following to be lodged with them:
- 3.7.1 such descriptions, drawings and/or plans as may be necessary to enable them to consider the matter;
 - 3.7.2 details of construction materials to be used; and
 - 3.7.3 any other documentation as they may require.
- 3.8 No approval shall be granted unless all contractors, including the Accredited Building Contractors, being appointed to carry out the Works (or any part thereof) have waived their respective liens in respect of the Works or the relevant Land Unit (or any part thereof) or in respect of the Communal Property or the Common Property (if applicable), in writing, in a form acceptable to the Developer, for the duration of the Development Period, and thereafter, the Board, in their sole and absolute discretion.
- 3.9 Once approved by the Developer and the ARC, the plans and specifications shall be submitted to all relevant authorities for approval, and having obtained the approval of any relevant authorities, the Owner concerned shall comply with all conditions and standards imposed by any relevant authority insofar as these may be additional to the requirements of the A&D Guidelines read together with the approved plans and specifications.
- 3.10 Any plans, notwithstanding approval by all relevant authorities, which have not been prepared and/or submitted and/or approved in compliance with the provisions of this Governing Rule 3, shall be invalid.
- 3.11 The Association may impose a scrutiny fee, which if imposed will be paid by the Owner concerned, as well as any additional scrutiny fees should any amended or further plans be required or submitted.
- 3.12 The Owner shall be liable for all costs in respect of the scrutiny and consideration of plans submitted by the Owner to the Developer, the ARC and/or the Board (as the case may be).

- 3.13 After the Development Period, the Sub-Associations shall ensure that their Members comply with the approved A&D Guidelines, the Development Controls, and any other controls for the Estate.
- 3.14 Each Owner shall, when submitting the plans and specifications in respect of the Works to the Developer and the ARC in terms of Governing Rule 3.3, pay to the Association a deposit in an amount to be determined from time to time by the Developer or the Board [as the case may be), which amount shall be retained by the Association in trust.
- 3.15 Upon completion of the Works, the Association shall, if the Developer, for the duration of the Development Period, and thereafter the Board, are satisfied, in their sole and absolute discretion, that the Communal Property and/or the Common Property (or any part thereof) have not sustained any damage resulting from or incidental to the Works and that the Works have been carried out in accordance with the duly approved plans and specifications, release 50% (Fifty) of the deposit to the Owner and the balance of the deposit may kept by the Association for its own benefit and account.
- 3.16 Should the Works have not been carried out in accordance with the duly approved plans and specifications the Owner shall, within 21 (Twenty One) days of having been requested to do so in writing make such alterations to the improvements in order to procure compliance with the duly approved plans and specifications; to the satisfaction of the Developer, for the duration of the Development Period, and thereafter, the Board and the ARC, failing which, the Developer or the Board (as the case may be) shall be entitled notwithstanding any rights which the Developer, the Board, or the Association may have as a result of such failure, to appoint an independent contractor or contractors to make such alterations, and to apply the deposit to all costs of such alteration.
- 3.17 If the amount paid to the Association as a deposit is not sufficient to cover the costs of such alteration by the independent contractor or contractors appointed by the Developer, or the Board, the Developer or the Association, as the case may be, shall be entitled to recover the shortfall from the Owner. Any shortfall so due by an Owner shall be paid with, and in addition to, the Levies and/or the Special Levies due by that Owner to the Association.

4 DAMAGE TO INFRASTRUCTURE AND ROADS

- 4.1 The Association wishes to ensure that all Works in the Estate is undertaken so as to cause the least possible damage to the infrastructure of the Estate (including but not limited to damage to the road surfaces caused by construction vehicles) and that, where such damage occurs, provision is made for reinstatement.

- 4.2 To attain the aforesaid objectives, an Owner and its Contractor bind themselves jointly and severally in favour of the Association for the fulfilment of the obligations contained herein.
- 4.3 The cost of any damage to the infrastructure of the Estate attributable to the Contractor shall be quantified by a competent professional appointed by the Developer, during the Development period, and thereafter by the Board and the amount so determined shall be final and binding on the Contractor.
- 4.4 If the Association alleges that the conduct of the Contractor, whether by way of commission or omission, is the cause of any damage to any portion of the infrastructure of the Estate, then the Owner and Contractor shall be deemed to be liable therefore, jointly and severally, unless they are able to prove the contrary.
- 4.5 If the Owner / Contractor fails to dispute any claim made in terms of the foregoing within 10 (Ten) days of receiving notice thereof, they shall be liable for payment of the cost arising there from as determined by the competent professional appointed by the Developer during the Development Period and thereafter by the Board.
- 4.6 If a claim is disputed, the said dispute shall be referred to a competent professional appointed by the Developer during the Development Period, and thereafter by the Board, for resolution. The competent professional shall act as an expert and not an arbitrator, and his decision shall be final and binding upon the parties.
- 4.7 If a claim is made against an Owner or Contractor, the Association shall, in addition to the rights aforementioned, be entitled to recover from the Owner or Contractor who shall be liable to the Association for payment of all the Associations legal costs incurred on the scale as between attorney and own client.

5 RESTRICTIVE TIMELINES APPLICABLE TO BUILDING ACTIVITIES

- 5.1 Restrictive timelines to commence with the construction of a Dwelling and the time period for the completion thereof apply in the Estate. Different restrictive timelines apply to individual Owners; Pocket Developers of a GHD and Pocket Developers of a Sectional Title Development. The restrictive timelines will not apply to the Developer.

5.1.1 Individual Owner

Individual Owners must commence with the construction of a Dwelling on an Erf and also complete all the construction work, to the satisfaction of SCEMHOA, the ARC and the Local Authority within 24 (Twenty Four) months after the Erf was transferred out of the name of the Developer.

5.1.2 Pocket Developer of a GHD (multiple Erven)

5.1.2.1 A Pocket Developer of a GHD must commence with the construction of a Dwelling on an at least 1 (One) Erf and also complete all the construction work, to the satisfaction of SCEMHOA, the ARC and the Local Authority within 24 (Twenty Four) months after the Erf was transferred out of the name of the Developer.

5.1.2.2 When a Pocket Developer of a GHD has commenced the construction of the first Dwelling he must continuously be in the process of constructing a Dwelling in the GHD.

5.1.2.3 Should a Pocket Developer of a GHD envisage that the aforesaid building process are to be interrupted, he must apply for an extension to the chairperson of the Association, which will be the only person empowered to grant such extension.

5.1.2.4 The remaining Erven in the GHD (not under construction) must always be properly maintained as prescribed by the Association.

5.1.3 Pocket Developer of a Sectional Title Development

5.1.3.1 There is no restriction on the time period within which a Pocket Developer of a Sectional Title Development must commence with the construction of the buildings on an Erf.

5.1.3.2 If a Pocket Developer of a Sectional Title Development has commenced with the construction of the buildings, he must complete all the construction work, to the satisfaction of SCEMHOA, the ARC and the Local Authority within 18 (Eighteen) months after the date of commencement. He must further cause to effect the

opening of the Sectional Title Register within 24 (Twenty Four) months after the date of commencement.

- 5.1.3.3 A Pocket Developer may develop a Sectional Title Development in phases.
- 5.1.3.4 There is no restriction on the time period within which a Pocket Developer of a Sectional Title Development must commence with the construction of the 2nd phase, but as soon as he has commenced with the construction of the buildings in the 2nd phase, he must complete all the construction work, to the satisfaction of SCEMHOA, the ARC and the Local Authority within 18 (Eighteen) months after the date of commencement of the 2nd phase. He must further cause to effect the opening of the Sectional Title Register within 24 (Twenty Four) months after the date of commencement of the 2nd phase.
- 5.1.3.5 The Pocket Developer must landscape the area in a Sectional Title Development that is designated as further phases in accordance with the Landscape Guidelines.

5.2 It is recorded that:

- 5.2.1 the restrictive timelines shall not be effected by the sale of an Erf;
- 5.2.2 should the restrictive timelines not be adhered to, the Owner of the Erf or the Pocket Developer (irrespective of when such Owner or Pocket Developer acquired the Erf) shall be liable to pay to the Association, in addition to the applicable Association Levy, a penalty ("**Penalty**") for each month that:
 - 5.2.2.1 commencement with the construction of the Dwelling or Sectional Title Development are delayed; or
 - 5.2.2.2 completion of construction is delayed,

(each a "**Delay**") calculated as follows: -

5.2.3 $P = AL \times M$

Where:

P = the Penalty payable by the Owner or the Pocket Developer to the Association for each month that the Delay is continuing;

AL = the applicable Association Levy; and

M = the number of years of the Delay

e.g. 1 for the 1st (first) year of the Delay;

2 for the 2nd (second) year of the Delay;

3 for the 3rd (third) year of the Delay;

4 for the 4th (fourth) year of the Delay;

5 for the 5th (fifth) year of the Delay;

the above formula will apply up to a maximum Penalty of R35,000.00 (thirty five thousand rand) per month.

5.2.4 The Penalty will be immediately due and payable by the Owner or Pocket Developer to the Association on written demand therefor by the Association.

6 UTILITY MANAGEMENT

6.1 PEC has been appointed by the Developer as the preferred and sole private metering and utility management company for the Estate.

6.2 The utilities managed include electricity, water and sewer.

6.3 Electricity:

6.3.1 ESKOM is the local supply authority to supply the electricity to the Estate. The responsibility of metering and recoveries of electricity, within the Estate, will be shared between ESKOM and PEC.

6.3.2 Villages Homes and Country Homes:

ESKOM will directly supply and recover the electricity consumption from the SRE's. The Developer / Owner of each SRE must apply for electricity directly to ESKOM.

6.3.3 Sectional Title Developments:

ESKOM will supply a bulk electrical connection to all Sectional Title Developments. PEC will be responsible to recover all electricity within each Development from the relevant Owners / Occupants and settle the ESKOM bulk account directly to ESKOM. The Pocket Developer of each Sectional Title Development must apply directly to ESKOM for such connection and pay the relevant connection fees and deposits. PEC will assist in such applications with matters like tariff choice and handing in of applications on behalf of the Pocket Developer. The account will remain in the name of the Pocket Developer or relevant Body Corporate, marked care of PEC Utility Management (Pty) Ltd, PO Box 3157, Durbanville, 7551. All electricity usage during the period of construction until such date that the Body Corporate is officially formed will be payable by the Pocket Developer in full. In such cases where sub-metering is performed by PEC before the Body Corporate is officially formed, all electricity recoveries minus a 5% (Five) + VAT administration fee will be reimbursed directly to the Pocket Developer. All Common Property electricity usage will be billed directly to the Body Corporate on a separate account.

6.3.4 Method of recovery:

PEC will recover all individual Owners / Occupants electricity within a Development via a smart prepayment system. The Smart prepayment system will be available for all consumers to purchase electricity comfortably through the internet or via cell phone and has the following benefits:

- 24 Hour access to electricity purchases
- The comfort of electricity purchases via mobile phone or internet
- Real time access to electricity usage via a portal and dashboard
- Reporting on buying and usage patterns
- Receiving warning of low credit position via SMS
- Token-less vending, credit is automatically uploaded via GSM technology directly to the meter.

6.3.5 Monthly cost:

There will be a monthly technology fee payable by each consumer for the smart prepayment system. This cost will include the following services

- Hosting of the smart meter data management system
- Hosting of the e-wallet vending system
- 24 hour vending support.

A base price of R45.00 (Fourty Five Rand) + VAT for all equipment is determined as of 01 September 2014 and will escalate annually on the 1st of January of each following year with a maximum of 6% (Six) per annum.

6.3.6 Commencement of smart prepayment system:

Each registered Owner/Occupant will apply to PEC to have it's smart prepayment vending option initialized. Each owner will have to open an e-wallet system with PEC to enable vending. PEC will assist all consumers with the registration process.

6.3.7 Metering equipment:

The Developer and Pocket Developer must make use of the Kamstrup product range of electrical meters as supplied by PEC. The Developer and Pocket developer must make adequate provision in his electrical design to accommodate the Kamstrup meter and relevant communication equipment. PEC will can assist the electrical design engineer with the relevant information and data sheets.

For single phase supplies, the **Kamstrup 162M** meter must be used. This meter has a maximum rating of 85 Amps.



For three phase direct online supplies, the **Kamstrup 382M** meter must be used. This meter has a maximum rating of 85 Amps per phase.



For three phase CT operated supplies, the **Kamstrup 351C** meter must be used.



6.3.8 Equipment prices:

A base price (excluding VAT) for all equipment is determined as of the 1st of September 2014 and will escalate annually on the 1st January of each following year with a maximum of 6% (Six) per annum.

	2019	2020	2021	2022	2023	2024
162M	R	R	R	R	R	R
382M	R	R	R	R	R	R
351C	R	R	R	R	R	R

6.3.9 Ordering equipment:

The Developer and each Pocket Developer will fill out a PEC order form to obtain the required meters. Full payment must be made before equipment is supplied.

6.3.10 Legal:

6.3.10.1 Tariffs:

The tariffs applied to Members/Owners will be in line with the prescribed tariffs of the Local Supply Authority (ESKOM) but will also be reflective of the actual cost of supplying electricity to the end consumer. Tariffs will increase annually on the tariff increase date as published by the local supply authority (ESKOM) and accepted by the National Energy Regulator of South Africa (NERSA).

6.3.10.2 Tampering:

Tampering with any metering equipment is illegal and offenders will be held accountable. In the event of tampering being found, the electricity to such Land Unit will be disconnected immediately and will only be reconnected after the full arrear amount due on electricity together with a tampering fee and call-out fees is paid in full.

6.3.11 The registered Owners/Occupants of the Land Units will at all times remain responsible for any arrear amounts due on electricity.

6.4 Water:

6.4.1 The Local Authority is the local supply authority to supply the water to the Estate.

6.4.2 Villages Homes and Country Homes:

15-22mm sized pipes and the **Kamstrup Multical 21** water meter must be used.

6.4.3 Sectional Title Developments:

There will be a bulk water connection to each Sectional Title Development. The Pocket Developer must have water meters installed for each individual Land Unit and recoveries for water and sewer will be done by PEC via the smart prepayment system as described in the electricity section of this Constitution. The Pocket Developer must still make use of the Kamstrup Multical 62 bulk water meter for measurement of the bulk water usage.

6.4.4 Metering equipment:

The Developer and the Pocket Developer must make use of the Kamstrup product range of water meters as supplied by PEC. The Developer and the Pocket Developer must make adequate provision in his water design to accommodate the Kamstrup meter. PEC will assist the Developer and the Pocket Developer in the planning of the relevant water meter installations. For installation sized 15-22mm pipes, the **Kamstrup Multical 21** water meter must be used.



For bulk meter connections up to 80mm the **Kamstrup Multical 62** water meter must be used.



6.4.5 Equipment prices:

A base price (excluding VAT) for all equipment is determined as of the 1st of September 2014 and will escalate annually on the 1st of January of each following year with a maximum of 6% (Six) per annum.

	2019	2020	2021	2022	2023	2024
Multical 21	R	R	R	R	R	
Multical 61	R	R	R	R	R	

6.4.6 Ordering equipment:

The Developer and each Pocket Developer will fill out a PEC order form to obtain the required meters. Full payment must be made before equipment is supplied.

6.4.7 Legal:

6.4.7.1 Tariffs:

The tariffs applied to Owners/Occupants will be in line with the prescribed tariffs of the Local Supply Authority (Local Authority) but will also be reflective of the actual cost of supplying electricity to the end consumer. Tariffs will increase annually on the tariff increase date as published by the local supply authority (ESKOM) and accepted by the National Energy Regulator of South Africa (NERSA).

6.4.7.2 Tampering:

Tampering with any metering equipment is illegal and offenders will be held accountable. In the event of tampering being found, the electricity to such Land Unit will be disconnected immediately and will only be reconnected after the full arrear amount due on water together with a tampering fee and call-out fees is paid in full.

6.4.7.3 The Owner/Occupant of the Land Unit will at all times remain responsible for any arrear amounts due on water.

6.5 **NON-RESIDENTIAL**

The Owners of all Commercial and Institutional Erven within the Estate must make use of PEC for utility metering and recovery services. Individual agreements will be negotiated between PEC and such an Owner.

7 **MINIMUM REQUIREMENTS FOR VEHICLE ACCESS**

- 7.1 All Public Roads and Private Roads must be constructed to the standards of the Local Authority (structural strength).
- 7.2 The Public Roads will be transferred by the Developer to the Local Authority, free from counter value.
- 7.3 All the standards of the Local Authority with reference to turning circles and parking, must be complied with.
- 7.4 All the entrances must be able to accommodate trucks.
- 7.5 The Local Authority will have unhindered access to the Estate once it has been registered as a service provider by the Association.
- 7.6 Only drums (2 drums per SRE to be supplied by the Local Authority) at all single title dwellings will be picked up individually by the Local Authority. All other Developments must be provided with an easily accessible refuse area.

7.7 Solid waste will be collected by the Local Authority, who will not be liable for any wear and tear on the Public Roads or Private Roads or any theft or accidental damage to any equipment, Public Roads or Private Roads or any feature in the Estate.

8 RESTRICTION ON ALIENATION & RE-SALE OF A LAND UNIT

8.1 During the Restriction Period:

8.1.1 an Owner, excluding Owners of Commercial Erven and/or Institutional Erven, may not Alienate its Land Unit or any subdivided portion(s) thereof, without the prior written consent of the Developer (“**the Consent**”).

8.1.2 the Developer will only grant the Consent subject to compliance by the Owner with the following terms and conditions:

8.1.2.1 for the purpose of the marketing and selling of its Land Unit, the Owner is obliged to utilise the services of SPS or such other Accredited Estate Agent/Agency of its choice; and

8.1.2.2 the Owner is obliged to use the Prescribed AOS; and

8.1.2.3 the Owner having complied with all the terms and conditions of the Constitution, these Governing Rules and any other conditions that the Developer may impose in its sole and absolute discretion.

8.1.3 The Developer may charge an Owner (excluding a Pocket Developer) a fee in respect of the Consent (“**the Consent Fee**”). The Consent Fee will be calculated by the Developer as follows:

$CF = [(A-B) / 2] \times (C / 60)$, where:

CF = Consent Fee payable by the Owner to the Developer

A = Selling price less estate agent commission due to SPS or such other Accredited Estate Agent/Agency utilised by the Owner

B = Original purchase price

C = remaining period in months of the Restriction Period

- 8.1.4 In the instance of an Owner using the Land Unit as his Primary Residence, no Consent Fee will be charged by the Developer and the Developer may not withhold the Consent, provided however that the Owner has complied with all the terms and conditions of the Constitution, the Governing Rules (specifically including those provisions as set out above), the SAC and the Management and Conduct Rules (if applicable), and has provided the Developer with an affidavit (to the satisfaction of the Developer in its sole and absolute discretion) to the effect that the Land Unit was used as the Owner's Primary Residence.
- 8.1.5 For the avoidance of doubt, it is recorded that the Restriction Period will remain effective irrespective of the possible further selling of a Land Unit to a Purchaser, Third-Party Purchaser or multiple purchasers thereafter.
- 8.1.6 The restrictive condition as provided for in Governing Rule 8.1 above, has been or will be registered by the Developer and/or a Pocket Developer against the title deed of each Land Unit in the Estate.
- 8.1.7 The restrictions as set out in Governing Rules 8.1.1, 8.1.2 and 8.1.3 have been stipulated in favour of the Developer, who is accordingly entitled (in its sole and absolute discretion) to waive the benefit thereof in specific instances, by communicating such waiver in writing to the Association, the relevant Sub-Association and/or the relevant Body Corporate (as applicable).

8.2 **During the Development Period (and after expiry of the Restriction Period):**

- 8.2.1 the Consent by the Developer, as aforesaid, will no longer be required, and the restrictive condition that has been registered by the Developer and/or a Pocket Developer against the title deed of each Land Unit will automatically lapse;
- 8.2.2 however, Governing Rules 8.1.2.1, 8.1.2.2 and 8.1.2.3 will continue to apply and neither the Association, the relevant Sub-Association and/or the Body Corporate (as applicable) shall be entitled to grant its consent for transfer of the Land Unit if the Owner is in breach of any of the said Governing Rules.

8.3 **After expiry of the Development Period:**

- 8.3.1 the provisions of the Constitution and the Governing Rules and the relevant SAC will continue to apply.

9 SELLING OF LAND UNITS BY ESTATE AGENTS

- 9.1 During the Restriction Period, the Development Period and thereafter, any estate agent/agency performing any services on the Estate shall be obliged to apply to the Association to be approved as an Accredited Estate Agent/Agency in accordance with the EAAP and shall not be entitled to enter the Estate for the purpose of the marketing and sale of any Land Unit until such estate agent/agency has been notified by the Association in writing that his/her/its application for accreditation has been approved.
- 9.2 The EEAP *inter alia* requires of the estate agent/agency to:
- 9.2.1 obtain from, complete and submit a formal accreditation application form to the Association ("**Accreditation Application**");
 - 9.2.2 provide the Association with certain prescribed documents in support of its Accreditation Application, including but not limited to his/her/its valid Fidelity Fund certificate and a written mandate received from an Owner;
 - 9.2.3 undergo induction training, against payment of a prescribed administrative fee, so as to ensure that the estate agent/agency at all times have a thorough working knowledge of the Association, the payment to the Developer of the Consent Fee, the Constitution, these Governing Rules, the relevant SAC, the Management and Conduct Rules (if applicable), and any other rules and/or codes of conduct which may be in force at the Estate from time to time and, further, is in a position to satisfactorily explain and answer any questions that may be raised by a prospective Purchaser or Third Party Purchaser in respect of the Estate in general, the Association, the Constitution, these Governing Rules, the relevant SAC and any applicable Management and Conduct Rules; and
 - 9.2.4 renew its accreditation every 12 (twelve) months from the date of written approval thereof by the Association, in accordance with the EEAP applicable as at that date.
- 9.3 In addition to the aforesaid, an Accredited Estate Agent/Agency shall:
- 9.3.1 only be entitled to access the Estate through the use of the biometric access system, which biometric access shall be granted by the Association upon approval of his/her/its Accreditation Application;

- 9.3.2 under no circumstances be allowed to grant any prospective Purchaser's or Third Party Purchaser's vehicle access to the Estate, but shall ensure that any such prospective Purchaser or Third Party Purchaser accompanies the Accredited Estate Agent in his/her vehicle to view the Land Unit in question;
- 9.3.3 in addition to Governing Rule 9.3.2 above, at all times comply with, and shall ensure compliance by any prospective Purchaser or Third Party Purchaser with the Security Protocol applicable to the Estate;
- 9.3.4 only be allowed to erect "*For Sale*" and "*Sold*" boards in the windows of a building or other structure on a Land Unit and not at any other place in such building or on such Land Unit or on the Communal or Common Property;
- 9.3.5 at all times comply with the Constitution, these Governing Rules, the relevant SAC, the Management and Conduct Rules (if applicable) and any additional rules and/or codes of conduct issued hereunder, in particular in so far as same pertains to the conduct of estate agents when entering the Estate to render services to an Owner;
- 9.3.6 not use in their marketing campaigns the logos and/or other intellectual property of the Developer, the Association, the Sub-Associations and Body Corporates without the prior written consent of the owner of such logo/intellectual property (which consent may be refused without the owner of the logo/intellectual property having to give any reasons for such refusal) and/or claim to be in any way affiliated with any of them;
- 9.3.7 at all times comply with all laws, by-laws or any regulations applicable to estate agents.

9.4 In the event that:

- 9.4.1 an estate agent/agency (other than an Accredited Estate Agent/Agency) fails to comply with the EAAP, the Association shall be entitled to (i) refuse such estate agent/agency access to the Estate or have such estate agent/agency escorted from the Estate by security (as applicable) and/or (ii) impose a fine (to be determined by the Association in its sole and absolute discretion) and/or (iii) refuse to approve any future Accreditation Application by that estate agent/agency and/or (iv) lay a criminal charge of trespassing against such estate agent/agency; or

9.4.2 an Accredited Estate Agent/Agency fails to comply with the provisions of this Governing Rule 9 or Governing Rule 10, the Association shall be entitled to (i) terminate its accreditation with immediate effect on written notice, (ii) refuse the Accredited Estate Agent/Agency access to the Estate or have such Accredited Estate Agent/Agency escorted from the Estate by security (as applicable) and/or (iii) impose a fine (to be determined by the Association in its sole and absolute discretion) and/or (iv) refuse to approve any future Accreditation Application by the Accredited Estate Agent/Agency.

9.5 All Owners of Land Units when appointing any estate agent/agency to either sell or let its Land Unit shall at all times be obliged to ensure that such estate agent/agency is made aware of (i) the provisions of this Governing Rule 9 and Governing Rule 10 as applicable to them and any prospective Purchaser or Third Party Purchaser, and of (ii) the fact that in the event of a breach of these provisions by either the estate agent/agency and/or the prospective Purchaser or Third Party Purchaser, such estate agent/agency shall be liable to the Association for any fine that may be levied or any other sanction that may be imposed, failing which the Owner shall be liable for payment of such fine(s).

10 LETTING OF LAND UNITS

10.1 During the Restriction Period, the Development Period and thereafter, any Owner wishing to let its Land Unit must make use of an Accredited Estate Agent/Estate Agency.

10.2 The provisions of Governing Rule 9 relating to the accreditation of an estate agent/agency, their obligations and the obligations of Owners when mandating an estate agent/agency to act on its behalf, and the implications of non-compliance with these Governing Rules by an estate agent/agency or an Accredited Estate Agent/Agency or an Owner apply *mutatis mutandis* to the letting of any Land Unit by an Owner.

10.3 “To Let” signs may only be erected by Owners and/or an Accredited Estate Agent/Agency in the windows of Land Units and not in any other place on a Land Unit or on the Communal Property or the Common Property.

11 BODY CORPORATES

11.1 Each Body Corporate shall be and become a member of a Sub-Association upon establishment of the Body Corporate and be represented at meetings of the Sub-Association by the chairperson of the Body Corporate.

- 11.2 Each member of a Body Corporate will be subject to the provisions of the Constitution, the constitution of the Sub-Association, these Governing Rules and the Management and Conduct Rules.
- 11.3 The Management and Conduct Rules:
- 11.3.1 must be approved by the Developer during the Development Period, and thereafter by the Board, prior to the establishment of the Sectional Title Scheme;
 - 11.3.2 may be amended by the Developer from time to time during the Development Period, and thereafter by the Board; and
 - 11.3.3 must at all times be implemented and enforced by the board of trustees of the Body Corporate.
- 11.4 In the instance of any discrepancy between the Constitution, these Governing Rules, the constitution of the Sub-Association, the Management and Conduct Rules or any other document or approval as referred to in the Constitution, including any guidelines and/or directives issued by the Developer, during the Development Period, or thereafter, by the Board, the provisions of the Constitution, these Governing Rules, or any other document or approval as referred to in the Constitution, including any guidelines and/or directives issued by the Developer or the Board (as the case may be), will prevail, and the Management and Conduct Rules will be deemed to have been amended accordingly to accommodate the relevant discrepancy.
- 11.5 The functions and powers of any Body Corporate must be assigned to the Association, as provided for in Section 6(4) of the Regulations promulgated in terms of the Sectional Titles Schemes Management Act, Act Number 8 of 2011 (the Regulations), and the Association must accept this assignment. For the avoidance of doubt, the Management Rules as contained in Annexure 1 to the Regulations, do not apply to any of the Body Corporates.

12 RENTAL STOCK

- 12.1 The Developer, or its nominated entity, intends to develop certain Land Units for the purpose of renting all the sections or portions of any such Land Units.
- 12.2 In this instance, the Developer or its nominated entity:
- 12.2.1 will not be subject to the management and control of those Land Units by the Management Company;

- 12.2.2 will be entitled to manage those Land Units, Bodies Corporate or Sub-Associations free from any obligations towards the Management Company; and
- 12.2.3 will only be obliged to pay Levies, as provided for in the Constitution, in respect of those services supplied by the Association and utilized by the Developer or its nominated entity.

13 MANAGEMENT OF THE COMMUNAL PROPERTY

13.1 Club House:

- 13.1.1 The Club House (identified as Erf 1612, Sitari and indicated as such on the SDP) will, after the Development Period, be registered in favour of the Association at a purchase price of 50% (Fifty percent) of the market value of the Club House. The market value will be determined by the average of the valuation of 3 (Three) independent property valuers. Any shortfall on the purchase price may be financed by the Developer in terms of a written loan agreement to be negotiated and concluded between the Developer and the Board.
- 13.1.2 The usage of the Club House will during the Development Period, be under the control and at the sole discretion of the Developer. The management of the Club House will be handed over by the Developer to the Association on a date to be determined by the Developer.
- 13.1.3 The Association will be liable for all additional costs pertaining to the improvements and operation of the Club House, incurred by the Developer, which must be repaid by the Association to the Developer upon terms and conditions to be agreed between the Developer and the Association and which amount will be shown as a loan account in the financial statements of the Association, until the full payment thereof
- 13.1.4 It is specifically recorded that construction of the Club House will commence and be completed on dates to be determined by the Developer, in its sole discretion.
- 13.1.5 The fees for the usage of the Club House by the Owners, will be determined by the Board, from time to time.
- 13.1.6 The Developer, or its nominated entity, may at any time during the Development Period apply for a liquor license in respect of the Club House. The liquor license will vest in the Sitari Country Estate Sports Club (“**the Club**”) and will be for the exclusive use of the Club which

Club will at all times adhere to the terms and conditions of the Liquor License and all relevant legislation.

13.1.7 The Members of the Club House will form the Club, and will be managed in terms of its own constitution and club rules, but will always be subject to the terms and conditions of the Constitution and or any ruling or decision of the Developer, during the Development Period, and thereafter of the Board.

13.2 Estate Manager Accommodation:

13.2.1 The Developer will effect registration of transfer in the Cape Town Deeds Registry of Erf 1262, Sitari, indicated on the SDP, to the Association, free of counter value, subject to condition that such Land Unit may only be utilized by the Association for the storage of equipment by the Board or any employee of the Association, including the Estate Manager.

13.2.2 The Association will be responsible and liable for the construction of the improvements on the abovementioned Land Unit, at its own costs and must be completed by the Association during the Development Period.

13.3 Nursery, Coffee Shop and Parking Area:

13.3.1 Erf 1182, Sitari may be utilised for the purpose of a Coffee Shop. The owner of Erf 1182, Sitari may utilise Erf 1183, Sitari, which erf is zoned as Private Open Space, as a nursery (with the approval of the Local Authority). In return, the owner of the nursery will replace plants and trees in the Estate, that has died, free of charge.

13.3.2 Erf 1180, Sitari will be utilized as a parking area for the exclusive use of the Owners of Erf 1179, Sitari (mixed use with component of institutional) and Erf 1182, Sitari (Coffee Shop).

13.3.3 The Owner of Erf 1179, Sitari is liable for the maintenance of the landscaping of all the road verges bordering the Erf.

14 **SECURITY**

- 14.1 One of the primary objectives of the Association is to provide security measures to the Estate.
- 14.2 The Association will, from time to time, issue protocols regarding security on the Estate, which Security Protocol are always to be adhered to by all Residents. All persons entering the Estate, whether authorised to do so by an Owner or a Resident, shall be subject to applicable Security Protocol.
- 14.3 Security is considered a shared responsibility. Owners and Residents are required to forthwith report any unlawful or suspicious event or occurrence, in the Estate to the Association and are responsible for their own security measures related to their Land Unit.
- 14.4 Access and egress to and from the Estate is controlled by the Association. To the extent that an Owner or Resident may authorise any persons or vehicles to access the Estate, such access shall always be subject to the discretion of the Association and shall be entitled to refuse such access, should it have reasonable grounds to do so.
- 14.5 Owners will be responsible for the actions and behaviour of any Residents, persons employed by such Residents or any persons visiting a Land Unit and ensure that such persons comply with these Governing Rules in the Land Unit as well as for any visitors, staff or any other persons who an Owner or Resident, as the case may be, may authorise, in terms of the Security Protocol, to have access to the Estate and in particular to ensure compliance by those persons with these Governing Rules.
- 14.6 All persons employed by any Owner or Resident and working on the Estate must be registered with the Association in terms of the applicable Security Protocol. The Security Protocol may make special provision for the management of casual employees within the Estate.
- 14.7 It is recorded that the Developer will be entitled to appoint a security company during the Development Period on terms and conditions to be determined by the Developer, in its sole discretion.
- 14.8 The Association, each Sub-Association and/or Body Corporate, as the case may be, may only utilize the services of 1 (One) security company for the whole of the Estate.
- 14.9 The services of the appointed security company must be utilized by the Management Company, and any of the Owners of the Commercial Erven or Institutional Erven.
- 14.10 It is recorded that the security company may install and utilize the Camera System equipment on all the Public Roads, Private Roads, Private Open Space, Communal Property, Common Property or any

designated servitudes, subject to the condition that the privacy of each of any Owner/Occupant of a Land Unit, must at all times be respected and honoured.

- 14.11 It is recorded that all Sub-Associations and/or Bodies Corporate may connect and utilize the services of the Camera System at its own cost, subject to the prior written approval of the Association.
- 14.12 As far as the appointment of the security company is concerned, it is recorded that security services must always be rendered by such security company at market related prices.
- 14.13 It is furthermore recorded that the Association and the Developer will not accept any responsibility or liability in respect of any damages caused by the security company and/or any of its employees or Vehicles utilized.
- 14.14 It is recorded that each Owner/Occupant of a Land Unit must always allow access to the service provider in respect of all optic fibre cables as indicated on the Camera System plan, which plan is available from the Developer, at no cost. It is furthermore recorded that the poles indicated on the camera plan, may never be removed without the consent of the service provider and the Board.
- 14.15 As soon as deemed commercially viable by the Board, the Association will provide transport for Domestic Workers, from the entrance security gate to the Land Units at specified peak times in the morning and afternoon. All Domestic Workers that do not utilize this transport service, must be fetched and or dropped off by the Owner/Occupant at the security entrance gate of the Estate.
- 14.16 The right of admission to the Estate is, during the Development Period, reserved in favour of the Developer and the Association and thereafter in favour of the Association.
- 14.17 The Developer, during the Development Period, and thereafter, the Association, or any other person instructed by them, have the unrestricted right of access to all Land Units for investigation purposes in the instance of there being a probable cause.
- 14.18 Owners, Residents and/or visitors are to note that all security systems serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate.
- 14.19 The Developer, the Association and its Board shall not be liable for any injury, loss or damage to any person or property arising from any causes whatsoever including, without limitation to, the negligence of any security personnel, the failure of any security measures or the intentional acts of any agents, employees or appointees.

15 GAS INSTALLION – CERTIFICATE OF CONFORMITY

In the event of their being a gas installation on any Land Unit, the Owner shall at his costs be obliged to obtain a certificate of conformity in respect of such installation as is required by the Occupational Health and Safety Act, No 85 of 1993, Regulation 17(3) of the Pressure Equipment Regulations of 2009. The Association and/or its agents will have reasonable access to any Land Unit for the purposes of inspection of such gas installation. Should any repairs be required by the Association or its agent to the gas installation, such repairs will be for the costs of the Owner. It is recorded that the Owner must supply The Board with the required Certificate of Conformity, once every year. No gas installation in excess of 7 (Seven) kilograms may be installed on any Land Unit without the prior written consent of The Board.

16 TELECOMMUNICATION SERVICES

- 16.1 It is recorded that the Developer will be entitled to appoint a service provider in respect of all telephone or telecommunication services, including but not limited to, optic fibre cables, VOIP systems, any wireless systems, etc. The appointment by the Developer in this regard any fee payable (if applicable) to the service provider, will be binding upon the Association, Members and/or Owners.
- 16.2 The initial agreement will be concluded between the Developer and the service provider at a compulsory fee, payable by each Owner on or before the date of registration of transfer of any Land Unit in favour of an Owner.
- 16.3 Ownership of the equipment of the service provider will vest / or be retained by the Developer after expiry of the initial period to be agreed between the Developer and the service provider.
- 16.4 The Developer will conclude a further service level agreement pertaining to the maintenance of the telecommunication services.
- 16.5 No Owner or Occupant may be in possession of or operate or use any illegal trans-receiving devices and or radio equipment in addition to any other legal equipment which may interfere with the provision of the telecommunication services. The decision of the Developer, during the Development Period and thereafter, of the Board, will be final and binding on any Member, Owner or Occupant.
- 16.6 Except for any deliberate act or gross negligence on the part of service provider, its servants or agents, and except as otherwise expressly provided to the contrary in the agreement to be concluded with the service provider, such service provider shall not be liable to the Association or any third party for any

loss to the Association or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against the service provider or against the Association by any party arising directly or indirectly out of the telecommunication system and/or services, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.

- 16.7 The Association, the Developer and the service Provider indemnify each other and hold each other harmless against any claim by any third party arising directly or indirectly out of the implementation of the agreement entered into or access to or use of the telecommunication system and/or services or information obtained through the use thereof or in respect of any matter for which liability of the service provider is excluded in terms of the agreement entered into with it.
- 16.8 The service provider will not provide any security services.
- 16.9 The service provider will provide access to its fibre network for the use of security cameras. This will be done via a fibre point at each of the indicated camera position on the relevant civil plan.
- 16.10 SCEMHOA will be responsible for providing of electricity and/or alternative power to the camera points and must ensure that the Camera System is operational at all times.
- 16.11 The service provider will allow the purchase of an ONT needed for the security camera to operate.

17 SPECIAL ARRANGEMENTS REGARDING THE COMMERCIAL ERVEN AND THE INSTITUTIONAL ERVEN

- 17.1 In the instance of the Owners of Commercial Erven or Institutional Erven, deciding to increase the Total Bulk as per the approval of the Local Authority, such an Owner will be liable for the payment of all additional Bulk Levy Contributions to the Local Authority, and such an application will be subject to the approval by the ARC.
- 17.2 All entrances and exits to and from the Commercial Erven and the Institutional Erven will be subject to the provisions of the Constitution and the approval of the Local Authority.
- 17.3 The Owners of the Commercial Erven and the Institutional Erven will be allowed to utilize the Trademark in the name under which it will conduct its business activities.

17.4 The Owners of the Commercial Erven and the Institutional Erven must, within the boundaries of its Land Units, allow and make provision for all parking requirements of the Local Authority in respect of the current bulk factor allowed by the Local Authority or any increase thereof.

18 ELECTRICITY, ESKOM AND OTHER SERVITUDES

18.1 The Developer, during the Development Period, or the Association, Sub-Association, Body Corporate and all service providers as approved by the Board or the Developer, during the Development Period, will at all times have free and unencumbered access to all registered servitudes, as referred to in Governing Rule 18.3 below, affecting the Parent Property or any Land Unit.

18.2 All the Land Units are subject to the servitudes as mentioned in the Title Deed of the Parent Property, the approved General Plan in respect of each phase of the Estate and all servitudes imposed or as may be imposed by the Local Authority, any competent authority and/or the Developer, during the Development Period. All the above servitudes include the unrestricted right of access over the Parent Property and any Land Unit in favour of the holder of any of these servitudes.

18.3 The Parent Property is subject to the following title deed conditions:

1. SUBJECT to such conditions as are referred to in Deeds of Transfer Nos 54 and 55 dated 5th January 1922.
2. SUBJECT AND ENTITLED to the benefit of the servitude referred to in the endorsements on the aforesaid Deeds of Transfer Nos 54 and 55 dated 5th January 1922, which said endorsements dated 10th December 1951, read:

"Registration of Servitude (Remainder)

By Notarial Deed of Servitude No 703/1951 dated 21st September 1951, the condition relative to water rights referred to in the endorsement dated 14th November 1924, has been cancelled, and fresh conditions substituted relating to division of water affecting the Remainder of the property hereby transferred, and Portion 73 of the farm Zandvliet measuring 4,2440 morgen held under Certificate of Consolidated Title No 21357 dated 10.12.51, and the Remainder of the farm Helderzicht Annex part of Lots 3 and 6 measuring 10,8904 morgen held under Deed of Transfer No 6270 dated 28th June 1940, together with

ancillary rights and obligations, as will more fully appear on reference to the said Notarial Deed."

Which water rights have been modified by the hereinafter mentioned condition:

Further entitled to the water rights referred to in the endorsements dated 10th December 1951, on Deeds of Transfer Nos 54 and 55 both dated 5th January 1922, which read as follows:

"Portion 71 meas. 17232 sq. ft transferred 10/12/1951 to E. Beck No 21355 Remainder 328.9264 morgen, without certain water rights."

3. SUBJECT to an endorsement dated 8 August 1975 on Deed of Transfer No T3741/1958, which reads as follows:

"Remainder

By D/T No 23372/75 dd this day the remainder of the within ppty meas 191,8232 h is entitled to a 6 metre wide furrow, the southern edge of which is depicted by the figure M g on diag 3558/75 annexed thereto over Ptn 16 of the farm Zandvliet No 681 meas 13,2456 h held thereunder together with certain ancillary rights. As will more fully appear from said D/T."

4. SUBJECT to an endorsement dated 30 November 1992 on Deed of Transfer No T3741/1958, which read as follows:

"Remainder

The within mentioned property is subject to a powerline servitude in favour of ESKOM with ancillary rights K1261/92S."

5. SUBJECT to an endorsement dated 13 January 1987 on Deed of Transfer No T3741/1958, which reads as follows:

"Remainder

Electric Power Transmission Servitude ceded to the Municipality of the City of Cape Town by Deed of Cession No K22/87S."

6. SUBJECT to an endorsement dated 8 October 1992 on Deed of Transfer No T3741/1958, which endorsement reads as follows:

"Remainder

Registration of Servitude

The within described land is subject to a servitude with regard to apportionment of water in terms of an Order of the Water Court (Water Court District W6/91) dated 17/9/92, as will more fully appear on reference to the copy of said Order filed as K1010/92S."

7. SUBJECT to the following conditions imposed by the City of Cape Town in terms of Section 42(1) of the Land Use Planning Ordinance 15 of 1985 when approving the sub-division of Erf 1840 Croydon, namely:

- A. the figure w x y z represents a servitude area vide Dgm No.7034/1994;
- B.
- C. The line x a1 represents the north eastern boundary of a servitude right of way 5,00m wide vide Dgm No 7034/1994.
- D. The line v1 w1 represents the north eastern boundary and the line w1 x1 represents the south eastern boundary of a water main pipeline servitude 3,00m wide vide Dgm No 3342/2007".

- 18.4 To ensure continuous and unrestricted access to the Power Lines for the purpose of inspecting, maintaining, repairing, replacing and extending electricity infrastructure in the Power Lines corridor, the following specific approvals were granted by the Local Authority subject to the following conditions:
- 18.4.1 The Local Authority agree to the Landscape Plan (as per Drwgs (2) 2038 05.PWS.lp - Rev 05 dated 26 Aug 2013) on the undertaking that all services (water, stormwater, sewerage, electricity cabling) only cross the Power Lines at the indicated road crossings;
- 18.4.2 The Local Authority agree to the Lighting layout (as per CNdVafrica Drwg 2038-20.Light-Rev 04 dated 12Aug13) and associate LV cabling, subject to the undertaking given by CEE (J Wessels) that all LV cables and kiosks required to supply the bollard lights in the Power Lines will be located on the ESKOM side of the Power Lines and out of the Local Authority's 31m (Thirty One metre) servitude corridor.
- 18.4.3 The Local Authority agrees to the proposed level changes and the proposed installation of various services within the Local Authority's 31m (Thirty One metre) wide high voltage overheads line servitude corridor, as reflected on the following drawings: Element Consulting Drawings 11033/C/300 to 304 – all Revision B, but subject to the requirements that:
- 18.4.3.1 where roads cross the Power Lines, cable ducts to Electricity Services specification are installed under the proposed roads, and
- 18.4.3.2 a protection barrier, to Electricity Services approval, is installed at Pylon 69 in order to protect it from vehicular damage.
- 18.5 The approvals referred to in Governing Rule 18.4.3 above, are expressly limited to the installation of services, structures, vegetation and ground level changes detailed in the above drawings. The utilization of and access to the Local Authority Mitchells Plain – Steenbras 132kV electrical overhead power line servitude by the Estate, its Owners, Occupants, visitors, employees, contractors, successors in title, assignees and appointed agents, is approved subject to the following conditions:
- 18.5.1 The Generic Condition of Co-Use of Eskom will apply at all times and SCEMHOA only landscaping use;
- 18.5.2 Safe working clearances and distances to the conductors and overhead power line structures must be maintained at all times;

- 18.5.3 The Applicant shall erect and maintain safety signage, which identifies the electrical safety risks that prevail in the servitude, and which expressly prohibits the climbing of the overhead power line structures located in the servitude;
- 18.5.4 The natural ground level must be maintained within the Local Authority electrical servitude, except for the changes approved;
- 18.5.5 The Association shall provide to and maintain for the Local Authority convenient vehicle access to the entire Power Lines corridor, and a roadway located inside the Power Lines corridor which is wide enough and suitable to accommodate maintenance vehicles, including specialized maintenance trucks fitted with high-lift-buckets and extendable stabilizing jacks, and sufficient space to park adjacent to the overhead power line structures.
- 18.5.6 The Association shall provide and maintain an obstruction-free zone around each overhead power line structure of at least 20 (Twenty) meters, as measured from the extremities of each structure;
- 18.5.7 The establishment, maintenance and harvesting of olive orchards, as per the approved drawings, are permitted subject to the following restrictions:
- 18.5.7.1 The trees shall be spaced such that maintenance vehicles and trucks are able to drive down the entire length of all the Power Lines, and shall be no less than 4 (Four) meters apart;
- 18.5.7.2 The Local Authority will not be liable for any damages that may occur to the orchards during work activities carried out by the Local Authority;
- 18.5.7.3 Use of machinery as per Generic Conditions of Eskom.
- 18.5.8 No trees, other than the olive orchards referred to above, will be allowed in the Power Lines corridor.
- 18.5.9 The Local Authority's rights on the Parent Property must not to be affected.
- 18.5.10 The Local Authority services and equipment must be acknowledged at all times and may not be tampered with or interfered with.

- 18.5.11 The Local Authority shall not be liable for the death or injury of any person, or for loss of or damage to any Land Unit, whether as a result of the encroachment of or use of the Power Lines area by the Developer, his/her agent, contractors, employees, successors in title and assignees.
- 18.5.12 The Developer indemnifies the Local Authority against loss, claims or damages, including claims pertaining to interference with Local Authority services, apparatus or otherwise.
- 18.5.13 The Developer shall supply as-built drawings with co-ordinates of all infrastructure and services (including cables, pipes, canals, ducts) installed inside the Power Lines in hard and electronic format to Electricity Services – High Voltage, no later than 3 (Three) months after installation.
- 18.5.14 Due to the change in land use, the Developer shall register a revised servitude in favour of the Local Authority at its own cost. This Deed of Servitude will need to provide, as a minimum, for the following rights, obligations and restrictions:
- 18.5.14.1 “The right to use, relay, construct, erect, lay, maintain, repair, renew, inspect, replace, upgrade or remove such pipes, manholes, poles, stays, cables, lines, wires, miniature substations, distribution kiosks and allied equipment or appurtenances relating thereto (hereinafter referred to as “the said works”) in the servitude area as it may in its sole discretion deem necessary for the purpose of the supply of electricity generally.
- 18.5.14.2 The right for the Local Authority’s employees, servants, contractors or its agents generally, at all times to have free and unobstructed access to the servitude area and the right to be upon the property at any time in the exercise of its aforementioned rights, and for these purposes shall be entitled to bring onto the property such vehicles, machinery or equipment generally as it may consider necessary, and to store excavated materials on the property on a temporary basis should the Local Authority deem this to be necessary in exercising the rights conferred upon it in terms of this agreement.
- 18.5.14.3 Each and every ancillary right necessary or convenient for the proper enjoyment of the right to supply electricity across the Estate.

- 18.5.14.4 The right to erect such gates to gain access to the Estate as may be necessary or convenient.
- 18.5.14.5 The right to remove, cut or trim any tree or plant which offends against the restriction within the servitude area.
- 18.5.14.6 The Local Authority, in exercising its rights under the Notarial Deed of Servitude, undertakes to take reasonable measures to safeguard against damage or injury to any person or property arising from the exercise of such rights, unless such damage or injury is due either to circumstances beyond the control of the Local Authority and its servants or agents or to unforeseen circumstances that occurred or could not be avoided by the Local Authority and its servants or agents by the exercise of reasonable care.
- 18.5.14.7 The Local Authority undertakes, as far as reasonably possible, to carry out its operations in such a way as to minimize any interference with the Owner's normal use of the property and, wherever reasonably possible, to notify the owner in advance of any contemplated works or repairs to be undertaken.
- 18.5.14.8 The Local Authority shall also take reasonable steps to reinstate to its previous state the area affected by any operations under its control, unless special fixtures, fittings, paving, tiles etc. have been placed within the servitude area without its written consent. Reinstatement of brick-paving, cobble-stone and other non-macadamized hard surfaces shall be the responsibility of the Owner and shall be for the Owner's account.
- 18.5.14.9 The Local Authority shall ensure that any gates erected by it shall be kept securely closed.
- 18.5.14.10 The Local Authority shall not be obliged to proceed immediately with the construction of the said works, or any part thereof, and the Owner shall not be entitled to compel the Local Authority to proceed with such construction.
- 18.5.14.11 The Owner, his invitees, employees, servants or contractors, shall not, without the prior written consent of the Local Authority represented by each service department of the Local Authority responsible for the municipal services

infrastructure which consent the Local Authority shall be entitled to withhold in its sole discretion and subject to such conditions as Local Authority may be entitled to impose:

- 18.5.14.11.1 erect or cause or permit to be constructed, erected or laid down any building, wall, fence, structure or thing over or within the servitude area;
 - 18.5.14.11.2 alter the level of the ground, nor undertake any excavation or fill within the servitude area which may damage, expose, undermine or interfere with the said infrastructure;
 - 18.5.14.11.3 store plant, equipment and/or material in the servitude area;
 - 18.5.14.11.4 plant or cultivate any trees or other plants with large or invasive root systems within the servitude area or on the property in such a way as to make it possible for the root system to invade the servitude area;
 - 18.5.14.11.5 allow any tree to grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any overhead power line or to grow in such a manner as to endanger that power line should it fall or be cut down.
 - 18.5.14.11.6 The Owner shall not cause or permit any stakes, pegs, pins or similar objects to be driven into the ground into the servitude area.
- 18.5.14.12 The Owner, his invitees, employees, servants or contractors, shall not do or permit to be done anything on the property or in the servitude area which may destroy, damage or undermine the said works or equipment which the City may in terms hereof lay or install in the servitude area or bring onto the property. Should the City incur any costs in making good any damage caused to the said services as a result of the failure of the Owner to comply fully with these conditions, the City shall be entitled to recover such costs from the Owner/Home Owners Association or Body Corporate.

18.5.14.13 Any damage caused to the said works within the servitude area by the Owner, his invitees, employees, servants or contractors, and any damage caused to the said services as a result of the failure of the Owner to comply fully with the provisions of this agreement, shall be made good by the Local Authority at the cost of the Owner.

18.5.14.14 The Owner shall not cause or permit any activity on the property that is in contravention of the Occupational Health and Safety Act, Act 85 of 1993 (as amended) and any regulations promulgated thereunder.

18.5.14.15 Nothing herein contained shall have the effect of derogating from any rights or from the protection to which the Local Authority or the Owner may be entitled from time to time by virtue of statute or at common law relative to the said works in the servitude area. Without derogating from the generality of the foregoing, the provisions hereof shall not be construed so as to derogate from the such rights or protection as may be afforded to the City as supplier of electricity (or "undertaker") or of the Owner in terms of the Occupational Health and Safety Act, No. 85 of 1993, the Electricity Regulation Act, Act No. 4 of 2006, the Municipal Systems Act, Act No. 32 of 2000 or any regulations, bylaws or other subsidiary legislation promulgated thereunder.

18.5.14.16 The servitude shall be registered against the title deed of the Land Unit affected thereby.

18.5.14.17 The Owner shall bear all costs and disbursements in connection with the registration of this Notarial Deed of Servitude against the title deed under which the Land Unit is held.

18.5.14.18 No consideration is payable by one party to the other in respect of the servitude.

18.6 The obligations, restrictions and conditions detailed in this Governing Rule 18 and its annexures are to be complied with by all Owners, Occupants, visitors, employees, contractors, successors in title, assignees and appointed agents, and administrative bodies of the Estate.

- 18.7 All of the rights, obligations, restrictions and conditions of approval detailed and /or referred to in this Governing Rule 18 shall be entrenched permanently and irrevocable, except by consent of the Local Authority.
- 18.8 It is recorded that Erven 264 and 1181, Sitari, indicated on the SDP will be transferred by the Developer to the ESKOM for the purposes of electrical substations, free of counter value, but at the cost and expense of ESKOM.
- 18.9 All generators installed on the Estate for the utilization by the Association, must always be maintained by the Association in a proper working condition, must at all times be fuelled to capacity by the Association and must be tested by the Association at least once per month.
- 18.10 Erven 795 and 1394, Sitari will also be subject to an electrical servitude in favour of the City of Cape Town.
- 18.11 All Residents are aware that the City of Cape Town or Eskom may install further infrastructure in the servitude areas.

19 WETLAND PROTECTION

- 19.1 The Association is obliged to attend to the protection of the Wetland and to attend to the implementation of the Wetland Management Plan, being a part of the EIA, the EA, the WULA, the environmental management plan and all other conditions and/or obligations imposed on it by any competent authority.
- 19.2 The Association is furthermore obliged to maintain the stormwater swales system and to regulate the maintenance and usage of the system by means of the rules and/or the Governing Rules.
- 19.3 The Association must make provision to receive the stormwater from the adjacent Croydon Development to the satisfaction of all relevant authorities and to maintain such a stormwater system.
- 19.4 Underground and surface water sources should not be polluted during the proposed development and operation of the environmental management plan.
- 19.5 Water that will be provided to the Estate should conform to the standards as set out in SABS 241 – 1984.

20 WATER DIVERSION FURROW AND PIPELINE FROM THE MODDERGAT RIVER TO THE WETLANDS

- 20.1 It is specifically recorded that the Association is responsible for the ongoing maintenance, service and management of the Northern Water Diversion Furrow/Pipeline and the Southern Water Diversion Furrow/Pipeline as follows:
- 20.1.1 Northern Water Diversion Furrow/Pipeline: from the point where the diversion furrow crosses from the R102 Road Reserve into the Diversion Furrow Servitude registered in favour of the Association.
- 20.1.2 Southern Water Diversion Furrow/Pipeline: from the point where the diversion pipeline crosses from the Moddergat River Corridor Servitude into the Diversion Furrow/Pipeline Servitude registered in favour of the Association.
- 20.1.3 The Association shall, as soon as reasonably possible after coming into existence, enter into a maintenance agreement with the Local Authority in order to ensure that the Northern and Southern Off-take Structures within the River Corridor are appropriately maintained and kept clear of vegetation, debris and silt by the Local Authority so that the structures operate as intended at all times.
- 20.2 Maintenance and management of the Northern Water Diversion Furrow/Pipeline shall entail keeping the furrow clear of vegetation, debris and silt that will reduce the capacity of the channel, restrict the amount of diverted flow reaching the Wetland and increase the risk of inundation of the servitude and adjacent properties.
- 20.3 Maintenance and management of the Northern Water Diversion Furrow/Pipeline shall entail as a minimum, inspections and necessary maintenance work being undertaken during November, January and March of each year and once every month during April, May, June, July, August and September of each year.
- 20.4 Maintenance and management of the Northern Water Diversion Furrow/Pipeline shall entail the complete removal of all cut vegetation, debris and silt from the servitude and disposal at an appropriate site.

- 20.5 Maintenance and management of the Northern Water Diversion Furrow/Pipeline shall entail inspection of the Northern Off-take Structure in the Moddergat River and liaison with the Local Authority's Maintenance Department in the event of maintenance work being required.
- 20.6 Management of the Southern Water Diversion Furrow/Pipeline shall entail monitoring and regulating of the quantity of water diverted from the Moddergat River to the Sitari Wetlands particularly during winter months. Regulating of the quantity of water being diverted is to be achieved by means of "stopcogs" inserted across the pipe opening in Manhole 1.
- 20.7 Maintenance and management of the Southern Water Diversion Furrow/Pipeline shall entail keeping the pipeline free of silt and debris that will reduce the capacity of the pipeline, restrict the amount of diverted flow reaching the Sitari Wetlands and increase the risk of inundation of the servitude and adjacent properties.
- 20.8 Maintenance and management of the Southern Water Diversion Furrow/Pipeline shall entail as a minimum, inspections and necessary maintenance work being undertaken during November, January and March of each year and once every month during April, May, June, July, August and September of each year.
- 20.9 Maintenance and management of the Southern Water Diversion Furrow/Pipeline shall entail the complete removal of all silt and debris from the servitude and disposal at an appropriate site.
- 20.10 Maintenance and management of the Southern Water Diversion Furrow/Pipeline shall entail inspection of the Southern Off-take Structure in the Moddergat River and liaison with Local Authority's Maintenance Department in the event of maintenance work being required.
- 20.11 Additional inspections of the Northern Water Diversion Furrow/Pipeline and Southern Water Diversion Furrow/Pipeline should be carried out after each extraordinarily high rainfall event within a 24 (Twenty-Four) hour period.

21 DOMESTIC EMPLOYEES

- 21.1 For the purpose of these Governing Rules, domestic employees shall be defined as any assistant paid by an Owner and/or Resident to perform normal household tasks such as but not limited to, cleaning, dusting, sweeping, washing, ironing, cooking, or gardening, child-minding, caregiving, nursing and like chores. Owners and/or Residents shall be responsible to ensure that their employees/workers comply with the Security Protocol, the Constitution and the Governing Rules.

- 21.2 Owners and/or Residents are encouraged not to use casual workers on the Estate. Should they occasionally be required, casual workers must be recorded in and out at security where they must register and be escorted by the Owner to and from a security gate.
- 21.3 All domestic employees must be registered on an annual basis from the date of their first registration to obtain ingress and egress to the Estate.
- 21.4 No domestic employee is permitted to remain on the Estate overnight unless prior authority has been obtained from the Association. Under exceptional circumstances, the Association may allow a relaxation of this Governing Rule for a specific date or period.
- 21.5 Domestic employees must scan their finger on the biometric reader for ingress and egress. Any variation from this must be authorised by the Association in writing.
- 21.6 All requests for a relaxation of the Governing Rules must be made to the Association's offices during normal working hours. In the case of an emergency, such as illness, Residents requiring a relaxation of the Governing Rules when the Association office is closed may contact Security who will refer the matter to the relevant Security Manager for consideration.
- 21.7 Instances of "exceptional circumstances" are, for example, such as illness, injury or incapacity or an emergency beyond the reasonable control of the Owner and/or Resident.
- 21.8 Domestic employees can receive visitors on the Estate on the condition that the relevant Security Protocols have been followed.
- 21.9 A temporary permit must be obtained through security for a domestic employee who will be working for no more than 5 (five) consecutive days. The Resident employing a domestic employee working for more than 5 (five) consecutive days, must obtain an access card from the Association.

22 PET CONTROL

- 22.1 Residents shall comply with all municipal by-laws as may exist in relation to the ownership or keeping of any domestic pets, subject to the Association issuing any directives they deem necessary in relation to any domestic pet as provided for in the Constitution and/or these Governing Rules should they deem it necessary for the benefit of other Residents.

- 22.2 All pets must be registered with the Association. If the owner of a pet resides in a Sectional Title Development, the owner must first acquire the approval of the trustees of the applicable body corporate before the pet will be registered by the Association.
- 22.3 Any pet of a Resident that causes any repeated nuisance, disturbance, inconvenience or annoyance to any other Resident, particularly in the form of barking or meowing, may be required to be removed from the Estate on receipt of written notice from the Association.
- 22.4 The Association has an unfettered discretion in this regard but will not exercise the right without first having directed a notice to the Resident furnishing details of the complaint and the complainant and afford the Resident a reasonable opportunity to eliminate the cause of the complaint.
- 22.5 No Resident shall be entitled to breed any animals on the Estate.
- 22.6 The Association shall be entitled to access any Land Unit on the Estate at any time for purposes of the enforcement of this Governing Rule 22.
- 22.7 Should any Resident or person in control of any animal on the Estate fail to comply with the provisions of this Governing Rule 22, the Owner of the Land Unit in which the person who owns or controls the relevant animal resides or visits will, in addition to such other remedies as may be available to the Association in law, be subject to a fine as determined by the Board from time to time.
- 22.8 Dogs:
- 22.8.1 Written permission must first be obtained from the Association before a dog may be brought onto the Estate. This permission will not be unreasonably withheld provided compliance with the following rules:
- 22.8.1.1 All bitches must be spayed and male dogs neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet;
- 22.8.1.2 The maximum number of dogs that may be kept on an SRE are 2 dogs;
- 22.8.1.3 Subject to the consent of the trustees of a Sectional Title Development, the maximum number of dogs that may be kept per unit is as follows:
- 22.8.1.3.1 Ground Floor Units with a Garden – 2 dogs;

- 22.8.1.3.2 Any other Unit – 1 dog which is less than 40 cm in height;
- 22.8.1.4 All dogs must be adequately contained in an area within a Land Unit and when outside the Resident's Land Unit, dogs must be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on any of the open spaces on the Estate;
- 22.8.1.5 Each dog must always wear a collar with a legible nametag indicating the owner's name, telephone number and Unit or Erf number. Dogs found running loose without a nametag will be handed over to the SPCA and any costs incurred will be for the Resident's account;
- 22.8.1.6 Owners of dogs must ensure that their animals are not permitted to bark incessantly and unnecessarily and thereby cause any disturbance to neighbouring units;
- 22.8.1.7 Fouling by dogs on Common Property or the Communal Property, on any road or other Land Unit must be removed immediately by the responsible pet-owner. (For this purpose, pet-owners are advised to carry a scooper or plastic bag whenever walking dogs outside of their Land Unit);
- 22.8.1.8 No visitor may bring any pet onto the Estate; and
- 22.8.1.9 Any dog being on Estate in contravention of these Rules shall be removed forthwith on notice from the Association.

22.9 Cats:

- 22.9.1 All cats permitted to be on the Estate shall be neutered or spayed as the case may be. Residents are encouraged to lock cats inside at night to prevent disturbance to residents.
- 22.9.2 Each cat must always wear a collar with a legible nametag indicating the owner's name, telephone number and Unit or Erf number. Cats found running loose without a nametag will be handed over to the SPCA and any costs incurred will be for the Resident's account.
- 22.9.3 Any cat being on the Estate in contravention of these Rules shall be removed forthwith on notice from the association.

22.10 Other pets:

- 22.10.1 All pets, regardless of species may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a unit for a prolonged period of time.
- 22.10.2 Pets may not be left overnight unattended in a Land Unit, and suitable arrangements of engaging a friend or house sitter must be made, or the pets must be taken to a kennel off the Estate.
- 22.10.3 Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted under any circumstances.
- 22.10.4 Other than dogs as referred to in Governing Rule 22.8 and cats as referred to in Governing Rule 22.9, animals such as pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like may not be kept on the Estate by Owners and/or Residents.
- 22.10.5 Any animal, bird or reptile being on the Estate in contravention of these Governing Rules shall be removed forthwith on written notice from the Association.

23 BURIAL, SLAUGHTER AND CURING OF ANIMALS

Irrespective of cultural and religious rights, which are superseded by conservancy laws on the Estate:

- 23.1.1 no domestic animal carcass may be buried on the Estate;
- 23.1.2 no animal (including but not limited to mammals, birds or reptiles) may be slaughtered within the Estate; and
- 23.1.3 no meat, skin, fish or carcass may be hung to dry or to cure within the Estate,

unless an Resident has obtained the prior written consent of the Association to entertain what is contemplated in this Governing Rule 23 and same is within the ambit of conservancy laws.

24 TRAFFIC

- 24.1 The roads on the Estate, despite being “private”, are in fact used by the public. Because of this, and for the safety of all road users, it is necessary to apply the provisions of the Road Traffic Act 93 of 1996 (as amended). The roads are for the use of all, which places extra responsibility and awareness on all

who use these roads and particularly on all adults and especially parents who need to educate and control their children. The movement and control of traffic and pedestrians are subject to these Governing Rules and such further directives as may be made by the Association with regard thereto.

- 24.3 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.
- 24.4 No person shall drive or ride any Vehicle within the Estate in such a manner that would constitute an offence under any traffic ordinance.
- 24.5 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.
- 24.6 Motorised vehicles shall be driven on roads and driveways only, and only by persons who hold valid current international or South African drivers' licences. This also applies to drivers of golf carts.
- 24.7 The Association may by means of appropriate signage give directions as to the use of roads or any portion of roads on the Estate. Failure by any person to obey such signage shall constitute a contravention of these Governing Rules and a fine will be issued.
- 24.8 The Association reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps and golf cart/pedestrian-crossings, that they in their sole discretion deem necessary from time to time.
- 24.9 Speed Limit:
- 24.9.1 A maximum speed limit of 30 km/h (thirty kilometres per hour) shall apply, provided that lower speed limits may be imposed by the Association where this is deemed necessary;
- 24.9.2 Failure by any person to obey such speed limit shall constitute a contravention of these Governing Rules and fines will imposed as stipulated in the Rules Transgression Schedule;
- 24.9.3 Subject to the provisions of the Criminal Procedure Act, No. 51 of 1977, the Association reserves the right to initiate criminal proceedings against any person, in circumstances deemed appropriate; and
- 24.9.4 The modes and methods of speed measuring shall be in the sole discretion of the Board, and such measured speed shall be conclusive proof of the speed driven by any person.

24.10 Golf Carts

- 24.10.1 Only Golf Carts that are duly registered with the Association will be allowed in the Estate. Registration will be indicated by a registration number (obtained from the Association) being displayed on both sides of the golf cart;
- 24.10.2 At no time may a golf cart be driven carrying more occupants than designed for; and
- 24.10.3 Any claims that might arise in relation to the use of a privately-owned golf cart on the Estate will be the sole responsibility of such driver and the registered owner of the privately-owned golf cart. Normal traffic regulations and considerations are applied.

24.11 Parking

- 24.11.1 Parking will only be allowed in areas designated for such purpose by the Association by means of appropriate signage, where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area, provided that no golf cart or Vehicle shall be parked in such a manner that a portion thereof protrudes over such lines. No parking will be allowed on the Estate verges;
- 24.11.2 No truck or lorry shall be brought onto the Estate, except with the consent of, and subject to, such conditions as may be prescribed by the Association from time to time;
- 24.11.3 No person shall park or store any trailer, caravan, or boat, within the Estate for a period longer than 24 (Twenty Four) hours;
- 24.11.4 Quad bikes may be stored under the conditions referred to in Governing Rule 24.11.3 above but must not be ridden anywhere on the Estate;
- 24.11.5 There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and which entrances must be kept clear;
- 24.11.6 Should a Vehicle be parked or abandoned in breach of the Governing Rules or Constitution, the Association may impose the applicable warning / fine on the owner of, or on the person responsible for, the Vehicle; and
- 24.11.7 Due to the private roads of the Estate, foot scooters, motorised scooters, skateboards, roller blades, roller skates are not to be driven/used on the Estate roads.

25 GENERAL RULES

- 25.1 Builders' rubble and any other household waste must be discarded at an approved (by the Local Authority) landfill.
- 25.2 No health nuisance (noise, dust, etc.) should occur during the establishment of the Estate.
- 25.3 The Developer, any Accredited Building Contractor and any Pocket Developer must at all times comply with all H&S Legislation.
- 25.4 The Estate and all activities thereon must adhere to all the conditions as determined by the Health Department of the Local Authority, Environmental Health Unit.
- 25.5 The A&D Guidelines may only be amended by the Developer during the Development Period or if the Developer sells the Parent Property. After the Development Period, the A&D Guidelines may only be amended by unanimous resolution. Any amendment to the A&D Guidelines is subject to the approval thereof by the Local Authority.
- 25.6 The Developer will, during the Development Period, be entitled to apply and obtain approval for the amendment of the rezoning or subdivision approval of the Parent Property or any Land Unit without the consent of the Association, any Sub-Association, any Body Corporate or Owner/Member or Occupant.
- 25.7 An Owner or Pocket Developer shall under no circumstances be entitled to make application for the subdivision and/or rezoning of any Land Unit, to the Local Authority or any other competent authority, or for any additional development opportunities in respect of any GHD or Sectional Title Development and/or to increase the bulk of any Sectional Title Development or GHD, as the case may be, as the rights to apply for additional development opportunities to the Development vest in the Developer. No Owner or Pocket Developer shall apply for any other rights of use to any Land Unit. If the Developer consents to the increase in the number of development opportunities by any Owner and/or Pocket Developer, such an Owner or Pocket Developer will, on date of approval thereof, pay the Developer an amount equal to 50% (Fifty percent) of the value per development opportunity.
- 25.8 Each Owner is liable for the landscaping of all the road verges and pavements bordering his/her Land Unit as per the Landscape Pan and the Landscape Guidelines.
- 25.9 Each Body Corporate is liable for the landscaping of all the road verges and pavements bordering its Land Unit as per the Landscape Plan and the Landscape Guidelines.

- 25.10 Erf numbers 556 and 557, Sitari may be rezoned and consolidated by the Developer, with the approval and consent of the Local Authority, to allow the Developer to construct a building on the existing Erf 557 Sitari, which building may be sectionalized by the Developer. The existing Erf 556 will then be utilized for parking facilities for the exclusive use of the Owner of Erf 557 Sitari. These 2 (Two) Erven may thereafter never be subdivided or sold separately.
- 25.11 Erven 265 and 298, Sitari must be transferred by the Developer to the Association, free of counter value.
- 25.12 The Developer may apply to the Local Authority for the rezoning of Erven 796 and 797, Sitari for the utilization thereof as a Sectional Title Development for office purposes.
- 25.13 The whole of Erven 265 and 268, Sitari is subject to a parking servitude to be registered against the title deeds thereof in favour of Erf 796, Sitari.
- 25.14 The whole of Erven 295 and 298, Sitari is subject to a parking servitude to be registered against the title deeds thereof in favour of Erf 797, Sitari.
- 25.15 Erf 1482, Sitari is earmarked to be utilised for the establishment of a water purification plant.
- 25.16 An emergency exit between the Estate and Croyden Olive Estate will be established on the boundary of Erf 215, Sitari.
- 25.17 The Association will install generators on Erf 298, Sitari to be utilized by the Owners of Erven 744, 796 and 797, Sitari.
- 25.18 The flying of drones, or any other type of unmanned aircraft, is strictly prohibited in (and over) the Estate. Should there be a specific requirement to fly a drone on or over the Estate, an application must be submitted to the Association in writing stating the reasons for the request furnishing confirmation that all Civil Aviation Authority requirements have been met.
- 25.19 The firefighting bowser of the Association is only to assist in an emergency firefighting situation and the Association does not accept any liability for any damages whatsoever that may be caused as a result of the usage thereof.
- 25.20 Building contractors are restricted to specific working hours within the estate. From Monday to Friday, contractors may work between 07:00 and 18:00. It is important to note that all contractors must begin packing up at 17:00 and exiting the estate by 17:30. No contractor is permitted to remain on the

premises after 18:00. On Saturdays, a prior written request must be submitted to the Estate manager, should it be approved, the working hours are from 07:00 to 14:00. Similar to weekdays, contractors must start packing up at 13:00 and exit the estate by 13:30. No contractors should still be present on the estate after 14:00. Finally, no work is permitted on Sundays and any public holidays.

Any contractor requiring an exception to these working hours must seek prior written permission from the Estate Manager. This provision ensures that any extraordinary circumstances can be duly considered before any work can commence outside of the specified time frames.

25.21 The responsibility for repainting and general maintenance of Country homes, Village homes, and General Residential Complexes lies with the individual owners. Sitari Country Estate Master Home Owners Association (SCEMHOA) is authorized to notify any individual if their property requires maintenance or repainting due to its appearance being displeasing. A reasonable time frame will be provided for the owners to address these issues.

If the owner fails to address the written request within the reasonable time frame from SCEMHOA, the association is entitled to obtain quotations on behalf of the owner. After a period of 30 days with no response, SCEMHOA is authorized to proceed with the quotations and add the cost to the owner's levy account. The owner will be responsible for the recovery cost and any associated expenses incurred by SCEMHOA.

25.22 It is the responsibility for owners to maintain their owned erven within the estate. If an owner neglects or fails to keep their owned erven, which may be vacant land, clean, neat and maintained, SCEMHOA is entitled to take the necessary action on their behalf to remedy the failure of upkeep of the said erven at the owner's cost. The expenses incurred by SCEMHOA for the upkeep of any vacant land, on behalf of the owner, will be added to the owner's levy account for payment.

26 PENALTIES

26.1 Warnings and fines are issued according to the Rules Transgression Schedule (“**RTS**”) as published on the Website. They are to be paid into the account of the Association within 30 (thirty) days from date of being issued. If an Owner feels the fine is unwarranted, they may appeal in writing to the Trustees but the fine must be paid in the meantime.

26.2 The Association shall investigate (in such manner as it deems fit) written complaints received from Residents relating to the behaviour 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 Association 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 or not complaints are received.

- 26.3 If any person contravenes or fails to comply with any of the provisions of these Governing Rules or any conditions imposed by the Board, fines (as may be approved by the Association from time to time) may be imposed on the person concerned. If the person concerned is a family member, guest, tenant, representative, agent, building contractor 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 family members, guest, tenant, representative, agent, building contractor or other invitee shall be deemed to be a debt due and payable by the Member concerned to the Association as provided for in Governing Rule 26.1.

27 ENFORCEMENT OF THE GOVERNING RULES

- 27.1 Clause 34 of the Constitution amongst other things stipulates:

"34.3 For the enforcement of the Governing Rules or any of the provisions of this Constitution generally, Board or the Management Company may:

34.3.1 give notice to the Member concerned to remedy any breach within such period as they may determine;

34.3.2 take or cause to be taken such action as they deem fit to remedy the breach of which the Member, Owner or Occupant concerned may be guilty and debit the cost thereof, which shall be a debt due to the Association, to his Levy account, and which shall be payable as part of his Levy on the first day of the following month, and

34.3.3 impose a fine on the Member, Owner or Occupant concerned which amount shall be a debt due to the Association, shall be debited to his Levy account and shall be payable as part of his Levy on the first day of the following month."

- 27.2 For purposes of the enforcement of any of these Governing Rules, the Board may take or cause to be taken such steps as they may consider necessary to remedy the breach of the Governing Rule of which a Resident may be guilty, and the Association may take such action, including court proceedings, as it may deem fit.

- 27.3 To the extent that an Owner's contractor or a developer contravenes these or any other rules as may be prescribed by the Association, the Association shall be entitled, forthwith, to deny access by such contractor and/or developer to the Estate and to suspend all building activities on the relevant property and the Owner hereby indemnifies the Association and the Developer against any losses or damages including consequential damages, as may be sustained as a result thereof.
- 27.4 In the event of any Member disputing the fact that he has committed a breach of any of the Governing Rules, a committee of 3 (three) trustees appointed by the chairman for that purpose, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the chairman may direct.
- 27.5 Notwithstanding the foregoing, the Board may, in the name of the Association, enforce the provisions of any Governing Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

28 INDEMNITY

- 28.1 Each Resident agrees to indemnify and hold harmless and free the Association and the Developer from any and all claims of whatsoever cause or nature which may arise on his behalf, on behalf of its spouse, common-law wife/husband, children, whether minor or adult, visitors, contractors or relatives and/or any person accompanying them and/or using the Estate's facilities, whether as their invitee or otherwise, who suffer any damages, including but not limited to personal injury or death, loss of support or any other loss whilst on the Estate (which includes any dams, channels, stormwater infrastructure, pylons and wetlands situated within the Estate) and arising from any cause whatsoever (including but not limited to any act or omission, or from the negligence or gross negligence on the part of the Association or the Developer.

29 RULES TRANSGRESSION SCHEDULE (“RTS”)

DESCRIPTION OF TRANSGRESSION	RULE REF:	1st Offence	2nd Offence	3rd Offence
ROAD/TRAFFIC				
Speeding (above 30km/h, below 40km/h)	24.9.1 24.9.2	Warning	R 500,00	R 1 000,00
Speeding (above 40km/h)	24.9.1 24.9.2	R 500,00	R 1 000,00	R 1 500,00
Speeding (above 90km/h)	24.9.1 24.9.2	R 1 000,00	R 1 500,00	R 2 000,00
Disobeying road traffic signs	24.7	R 500,00	R 1 000,00	R 1 500,00
Reckless & neglect driving/drunken driving	24.4	R 500,00	R 1 000,00	R 1 500,00
Driving without a valid drivers license (any engine powered vehicle)	24.4 24.6	R 500,00	R 1 000,00	R 1 500,00
Driving quad bikes/motocross bikes anywhere in the Estate	24.11.4	R 500,00	R 1 000,00	R 1 500,00
Driving a vehicle in an off-limit area (such as parks or on pavement)	24.4 24.6	R 500,00	R 1 000,00	R 1 500,00
Driving an unregistered golf cart anywhere in the Estate	24.10.1	R 500,00	R 1 000,00	R 1 500,00
DISTURBING THE PEACE				
Creating a public nuisance. Noise generated by music, electronic instruments, mechanical and / or electrical equipment, partying and the activities of residents and their guests or employees	25.2	Warning	R 500,00	R 1 000,00
Noisy vehicles (Use of vehicles and motorcycles with noisy exhaust systems)	24.5	R 500,00	R 1 000,00	R 1 500,00
SECURITY				
Unauthorised card access or unauthorized use by any person	14.2.	R 500,00	R 1 500,00	R 2 000,00
Unauthorised access into the Estate by any person	14.4	R 500,00	R 1 500,00	R 2 000,00
Treating the security personnel in an abusive manner	14.2	Warning	R 500,00	R 1 500,00
Residents illegally bringing in any form of labour into the Estate without following the correct procedures in terms of permits etc.	21.1	Warning	R 500,00	R 1 000,00

Residents allowing anybody into the Estate without following the correct procedures	21.1	Warning	R 500,00	R 1 000,00
Tailgating i.e. gaining unauthorised access into the Estate by entering via the boom which was raised as to allow access to another person/vehicle	21.1	R 500,00	R 1 500,00	R 2 000,00
False alarms		R 500,00	R 1 500,00	R 2 000,00
PETS				
Dogs not kept on a leash when walked in the Estate	22.8.1.4	Warning	R 500,00	R 1 000,00
Keeping more than 2 dogs in a ground floor unit (with a garden) without consent from the trustees of any Sectional Title Development	22.8.1.3	Warning	R 500,00	R 1 000,00
Keeping more than 1 dog in any other unit without the consent from the Trustees of any Sectional Title Development	22.8.1.3.2	Warning	R 500,00	R 1 000,00
Keeping any pet without the written approval from the HOA	22.2	Warning	R 500,00	R 1 000,00
Pet causing nuisance, disturbance, annoyance or inconvenience	22.3	Warning	R 500,00	R 1 000,00
Not removing pet excrement	22.8.1.7	Warning	R 500,00	R 1 000,00
ENVIRONMENT				
Illegal dumping by residents and their contractors. No rubble, refuse or material shall be dumped or discarded anywhere in the Estate	25.1	R 500,00	R 1 000,00	R 1 500,00
Littering by any person in the Estate	25.1	R 500,00	R 1 000,00	R 2 500,00
Burning of rubbish in the Estate	25.1	R 500,00	R 1 000,00	R 1 500,00
Spillage of substance affecting environment (oil etc)	25.4	Warning	R 1 000,00	R 2 500,00
BUILDING ACTIVITY & COMPLIANCE				
Non compliance with building / contractor code of conduct.	25.3	Work stopped	R 1 000,00	R 2 500,00
Water connection not per spec, illegal connection	6.4.7.(2)	R2,500 +estimated use	R5,000 +estimated use	R10,000 +estimated use
Services non compliant to specification	NO SPECIFY	Warning	R 500,00	R 1 500,00

(i.e Air-conditioning, water pumps/heaters, water tanks, wendy houses, Solar installation etc)					
General Maintenance of Resident Property	25.21	Warning	R	500,00	R 1 500,00