



Home Owners Association NPC
REG. NO 2003/006587/08

Article 5 – General Provisions

5.1 Rules

In accordance with the provisions of Section 15 of the **Act**, the Rules as set out in Schedule 5 hereto, are effective as at the **Effective Date**, which Rules may from time to time be amended, supplemented or repealed in accordance with the provisions of the Memorandum of Incorporation and the **Act**. Any Rules made, amended or repealed by the **Board** of the **Company** from time to time shall be published in accordance with the following requirements:

- (a) Any alteration of the Memorandum of Incorporation or the Rules made in terms of Section 17(1) shall be published to the **Members** of the **Company** by delivering a copy of the altered Memorandum of Incorporation or the Rules to each **Member** by ordinary mail *alternatively* by telefax and/or e-mail.
- (b) Any Rules made from time to time by the **Company's Board of Directors** or the **Company** in terms of Section 15(3) – (5), or any amendment or repeal thereof, shall be published to the **Members** of the **Company** by delivering a copy of those Rules to each **Member** by ordinary mail *alternatively* by telefax and/or e-mail.

5.2 The Rules concern all matters referred to in Article 1.3(2), and the conduct of **Members**, residents and visitors of the **Estate**, including Guidelines concerning any improvements, encroachments on **Common Property** and alterations thereto, to the extent that such improvements/alterations may influence the aesthetical and harmonious appearance of the **Estate**.

5.3 Save to the extent that the Rules as set out in Schedule 5 hereto were amended, the Rules issued by the **Directors** or the **Company** with regards to conduct of **Members** or any other matter, in force on the date before this Memorandum of Incorporation is accepted by the **Members**, will remain of force and effect as if they were issued in terms of Article 1.3(2).

Schedule 5

Rules

Introduction:

These Rules are intended to preserve the prime objectives of the **Company**, namely to protect and advance the communal interest of members, occupants, visitors and users of any of the properties comprising the **Estate**, to set uniform standards for development of the properties within the **Estate**, to regulate the use by owners, members and occupiers of common areas within the **Estate** and to set Rules and standards which will protect the rights of all interested parties and will promote good neighbourliness.

These Rules may be amended from time to time by the Directors of the **Company** in accordance with the provisions of Section 15 of the Act.

These Rules comprise of:

- (A) **House Rules**
- (B) **Architectural and Aesthetic Rules.**

Definitions:

In these Rules the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- (i) **“the Act”** : Means the Companies Act, 71 of 2008;
- (ii) **“Board”** : Means the Board of Directors of the **Company** from time to time in office;
- (iii) **“Common Property” or “Communal Property”** : Means all areas comprising the **Estate** but excluding the **Units**;
- (iv) **“Company”** : Means the Home Owners Association (NPC), a pre-existing Non-profit Company which adopted a Memorandum of Incorporation to conform with the provisions of the Companies Act, 71 of 2008;
- (v) **“Levies”** : Means all contributions levied from time to time by the Directors upon **Members** for the purpose of meeting all the expenses which the **Company** has incurred or which the Directors reasonably anticipate the **Company** will incur in the attainment of its objects and the pursuit of its business, and as more fully stipulated in Schedule 1, Part E, Item 5 of the **Memorandum of Incorporation**;
- (vi) **“The Estate”** : Means Eldoview Estate.

- (vi) **“Member” / “Members”** : Means any person who is reflected in the Deeds Registry of the relevant Deeds Office as the registered owner of a **Unit** in the **Estate**;
- (vii) **“Memorandum of Incorporation” (“MOI”)** : Means the Memorandum of Incorporation of the **Company** (Form CoR 15.1E, amended);
- (viii) **“Owner”** : Means the owner or co-owner of a **Unit** in the **Estate**;
- (ix) **“Tenant”** : Means a person renting or leasing a unit in the Estate and residing in such unit;
- (x) **“Unit”** : Means an erf or any subdivision thereof in the **Estate** or a Unit established in terms of the Sectional Titles Act, Act 95 of 1986, within the **Estate**.
- (xi) Words importing -
 - (i) the singular shall include the plural and *vice versa*;
 - (ii) the masculine gender shall include females; and
 - (iii) persons shall include partnerships, trusts and corporate bodies, and *vice versa*.
- (xii) Head notes to paragraphs in the **MOI** are inserted for purposes of reference only and shall not affect the interpretation of provisions to which they relate.
- (xiii) Reference to the **MOI** means the **Memorandum of Incorporation** of the **Home Owners Association (NPC)**, including all schedules and annexures hereto.
- (xiv) Any word or expression which is defined in the Act and which is not otherwise defined in these Rules shall have the meaning assigned thereto in the Act as in force at the date of incorporation of the **Company**.
- (xv) These Rules shall be deemed to authorise the **Company** to do anything which the Act empowers a Company to do if so authorized by its **MOI** unless that authority is expressly excluded.

HOUSE RULES AND REGULATIONS

1. INTRODUCTION

- 1.1. The object of the Home Owners Association (NPC) (hereafter referred to as the Company) is to promote, advance, add value and to protect the communal interest of its members and consequently to ensure a safe, high-quality lifestyle to owners and occupants by managing the appropriate development and maintenance of residences and related facilities (including sport/recreation facilities, parks, security walls and buildings, etc.) in the residential component of The Estate.
- 1.2. The House Rules have been formulated in terms of the Memorandum of Incorporation (MOI) of the Company and are binding upon all the Owners of the units (henceforth referred to as Members) and their successors in title or assignees.
- 1.3. It is the sole responsibility of the Members to familiarize themselves with stipulations of the MOI and furthermore to ensure that their families, lessees, visitors, friends and their contractors and employees comply with the Rules.
- 1.4. General consideration by all residents for the Rules and each other will greatly assist in assuring peaceful coexistence in the estate.
- 1.5. The Company may create and implement a system of fines and penalties in terms of the Rules as referred to in Article 1.3(2) of the MOI.

2. ASPECTS OF MEMBERSHIP

- 2.1. Membership of the Company is limited to the registered Owners of units in The Estate in terms of Article 1.5 (2) of the MOI.
- 2.2. Membership of the Company is terminated as soon as the Member ceases to be a registered Owner of a unit or units in The Estate.
- 2.3. The registered Owner of a unit or units may not resign as Member of the Company.
- 2.4. The rights and obligations of a Member are not transferable independently from the transfer of his property rights and each Member shall to the best of his ability promote the interests and aims of the Company and strictly comply with all Rules made by the Company.

3. DIRECTORS

- 3.1. The Board consists of a minimum of three and a maximum of four Directors.
- 3.2. Matters pertaining to the Company are managed by the Board which may exercise all competencies due to the Company, subject to such Regulations as the Company may from time to time prescribe at a General Meeting. No regulation which the Company may prescribe at a General Meeting will invalidate any preceding act of the Board, provided such act had not been inconsistent with existing regulations at that time.

- 3.3. The Board has the right to co-opt any person or persons designated by it on any committee which the Board of Directors may convene and under such condition as the Board may from time to time prescribe.
- 3.4. The Board may make Rules which in terms of Article 1,3 of the Memorandum of Incorporation and shall be entitled to cancel, amend or from time to time add to such rules.

4. MEETING OF MEMBERS

The Company will conduct General and Special Meetings as required in the MOI and relevant notification will accordingly be given to all Members. A General Meeting will be convened annually, within a six-month period after the financial year end. The Company financial year ends on the last day of February.

5. THE COMPANY COMMITTEES

The MOI provides for the appointment of committees by the Company Board of Directors. The MOI furthermore allows the Board of Directors to allocate or delegate to such committees such functions, powers and duties as it may deem fit. The following Committees exist on a permanent basis:

5.1. AESTHETICS AND ARCHITECTURAL COMMITTEE

5.1.1. In terms of its delegated powers, this committee determines the procedures according to which building plans for all new and to be improved structures and significant maintenance, are to be approved. Inspections are performed and, on completion of structures, final approval is to be issued. The Committee is also responsible for the enforcement of the Architectural and Aesthetic Rules and the Code of Conduct for Contractors and Owner-Builders as contained in Section (B) of these rules.

5.1.2 Members are obliged to acquaint themselves with the Architectural and Aesthetic Rules and Code of Conduct.

5.1.3. Building plans must be approved by the Aesthetic Committee and the City of Tshwane Metropolitan Municipal Council. A building deposit must be paid to the Company before any construction work may commence.

5.2. FACILITIES AND LANDSCAPING COMMITTEE

The Committee's responsibilities and powers include, but are not limited to:

5.2.1. General Neatness of the estate (overseeing function to ensure compliance to rules) in regard to ensuring a pleasant street scape and general neatness of units in the estate during and after construction.

5.2.2. Maintenance of Company Assets (Executive function) such as Gardens, parks and buildings.

5.3. SECURITY COMMITTEE

The powers and the responsibilities of this Committee include but are not limited to:

- 5.3.1. Proper staffing and training of the Security staff.
- 5.3.2. Oversee management of security functions including access control of people, vehicles and animals and maintenance of security equipment and security risk assessments.
- 5.3.3. Communication with members on security matters.
- 5.3.4. Implementation of traffic control measures and measures to enforce rules related to limiting of noise.
- 5.3.5. Make recommendations to the Board regarding the operating budget and capital expenditure for the security function.
- 5.3.6. Enforcing of other rules as delegated by the Board from time to time;
- 5.3.7. Actions related to enforcing rules regarding protection of HOA assets and use of HOA facilities.

5.4. FINANCIAL COMMITTEE

The responsibilities and powers of the Committee include but are not limited to:

- 5.4.1. Implementing and operating a system whereby the Company operating expenditure and capital expenditure are controlled.
- 5.4.2. Implementing and operating a system whereby the Company levies and other revenue are collected.
- 5.4.3. Planning, coordinating and preparing the annual Company operating and capital budget including the levies and presenting it to the Board for approval.
- 5.4.4. Controlling and operating a system of financial reporting and ensuring that sound corporate governance principals are adhered to by the Company.
- 5.4.5. Implementing of systems and procedures to protect the assets and revenue of the company.

6. LEVIES

6.1. GENERAL

The Company has the authority to collect levies from its Members from time to time to pay for expenditures made by the Company or expenditures which the Board may within reason anticipate the Company will need to incur in future, with regards to maintenance, repairs, improvements or upkeep of any of the common property (for example the boundary wall, entrance gate, open areas, fencing, etc), and in general for the payment of all expenses reasonably or by necessity incurred in terms of the management of the Company, and/or pursuant to its main objective as it is set out in the MOI.

In terms of the MOI, members are obliged to pay levies as determined by the Board.

- 6.1.1 Any amount due by a member by way of a levy shall be a debt due by him to the ELDOVIEW HOA. This also applies to additional levies implemented by the ELDOVIEW HOA. The obligation of the member to pay a levy shall cease upon his ceasing to be a member of the ELDOVIEW HOA without prejudice to the ELDOVIEW HOA's right to recover arrears levies. No levy paid by a member shall under any circumstances be repayable by the ELDOVIEW HOA upon the member ceasing to be a member. A member's successor in title to an erf shall become liable upon the date upon which he becomes a member pursuant to the transfer of the erf into his/her name, to pay the levy attributable to that erf. No member shall be entitled to transfer his/her erf to any transferee until the ELDOVIEW HOA shall certified in writing that the outgoing member has as at the date of transfer paid all amounts owing by him/her to the association. This condition becomes a title condition of erven and townhouses in the township.
- 6.1.2 In case where a property is occupied by a lessee the owner, Close Corporation, Trustee, Partners or Directors will be held responsible for the monthly levy and not the lessee.
- 6.1.3 The monthly amount levied from each member of the ELDOVIEW HOA as that member's share of the ELDOVIEW HOA's expenses will be subject to the under mentioned proviso:
 - The monthly levy may be increased annually and will be as far as possible linked to national inflation percentages. Large increases will be implemented only after consultation with all owners during an Annual general meeting or extra-ordinary meeting of the ELDOVIEW HOA.
 - No member of the ELDOVIEW HOA will be excluded from the payment of levies to the ELDOVIEW HOA.
 - It is left to the owner of the property to ensure that his/her address is correct and payments are regularly made to the ELDOVIEW HOA – through its Management Agent. Failure to do so may lead to legal steps being taken against such non-payers. In addition, the ELDOVIEW HOA may impose reasonable additional levies for transgressions of its rules and regulations, for late payments as well as interest payments for the arrears. These levies may be reviewed from time to time by the ELDOVIEW HOA.
- 6.1.4 The owner and occupancy shall not be entitled to attend or vote at any meeting of members of the ELDOVIEW HOA nor be a director of the ELDOVIEW HOA while any amount due to the ELDOVIEW HOA is in arrears.

6.2. LEVIES STRUCTURE; 2022-2023

- 6.2.1. According to its discretionary powers, the Board applies monthly levies presently as follows:
 - i) Administrative levy; R2075.00
 - ii) CSOS levy; R35.00
 - iii) Reserve fund levy; R20.00

- 6.2.2. The Financial Committee of the Board shall, as stipulated in Article 1(6) of the MOI, make recommendations to the Board regarding an estimate of the amount which shall be required by the Company to meet the expenses to be incurred during the forthcoming financial year versus levies payable by each member in relation to such expenses. The Committee may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual or recurring nature.
- 6.2.3. All levies are due and **payable in advance before the fourth day of each and every month**. In the case of overdue levies, the relevant member will receive due notice of the process which will be followed to recover the monies, with a period to rectify the situation. Should this be to no avail, the access disk of the member or resident's total household will be deactivated until such time that all monies due to the Company has been paid in full. The members of such household will be required to make use of the visitor's access procedure through the visitor's entrance.
- 6.2.3. No electricity tokens will be issued after the 4th day of each month unless all outstanding levies and water accounts have been paid in full. Payments received for electricity may be utilised to settle outstanding water and levies accounts.
- 6.3. The Company may in terms of Article 1.5(6) (6.5) of the MOI, impose special levies for expenditure which cannot be funded from normal levies.
- 6.4. Interest of 2.5% per month and administration fees may be raised on all arrear accounts.
- 6.5. Further penalties and/or legal action, to be determined from time to time, will be imposed on members with accounts in arrears for 60 (SIXTY) days or longer and/or an accumulated outstanding account exceeding the amount allowed as approved by the Board. The Company shall be entitled to recover all legal costs incurred on the attorney and own client scale.
- 6.6. The Board has the right to fine transgressors where any of the Rules as stipulated by the Company from time to time have been infringed upon. Such fines will form part of the levy and shall become due and payable on the due date for payment of the levy.
- 6.7. The Board has the right to refuse the issue of the documentation required by the attorneys to register the transfer of a property unless all outstanding levies, fines, etc. due to the Company has been paid in full.

7. SECURITY RULES

It is of cardinal importance that all members adhere to the security measures and rules to ensure their personal safety and that of their private belongings as well as that of fellow residents.

- 7.1. Security protocol at the gates and inside the estate must be adhered to at all times. Under no circumstances may residents or any person/s other than the security personnel, Directors, members of the security committee, or maintenance

personnel be allowed into the gate house.

- 7.2. Only one vehicle is permitted ingress or egress through the gate at any given time. ("Tail-gating" is an offence).
- 7.3. No pedestrian, motorbike or any other vehicle is allowed to by-pass the gate in any manner whatsoever.
- 7.4. Access disks are for the sole use of members and bona-fide tenants. No contractor, family member, employees of residents or visitors whose identity is not known to the estate office is allowed to use access disks. The use of the access disk is a privilege and not a right. It is the prerogative of the Company to determine the rules for issuing and use of these disks by residents. Should a resident be guilty of violating the Rules regarding the use of the access disks, the Company reserves the right to charge additional levies against the relevant resident's Company account, as well as de-activate the household's access disks until the matter has been resolved to the satisfaction of the Security Committee. While the access disks are de-activated, such residents will be required to make use of the visitor's access procedure through the visitor's gate.
- 7.5. Domestic personnel and casual labourers must have a valid RSA ID document or valid temporary residence or valid asylum papers in order to be employed in the estate. The complete set of registration procedures will be available at the security registration office.
- 7.6. Residents are not allowed to bring unregistered workers into The Estate through the resident's gate.
- 7.7. The Company security identification system for visitors, permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every owner and tenant with respect to people in his / her employment.
- 7.8. All members and tenant must ensure that their visitors adhere to security protocol and Rules, and are requested to treat the security personnel in a co-operative and courteous manner.
- 7.9. All members must ensure that contractors in their employment adhere specifically to the security stipulations of the Building Regulations.
- 7.10 All attempts at burglary or instances of fence jumping observed by residents must immediately be reported to a member of the security staff.
- 7.11 As successful security depends on attitude, owners should be aware that they need to enforce and apply security to ensure its success and hence owners are encouraged to investigate and report possible security transgressions either to security personnel or the ELDOVIEW HOA.
- 7.12 The township will be manned 24 hours a day by such security personnel as the ELDOVIEW HOA may determine. Owners and residents, if issued with identification cards, should display these cards when entering and leaving the township, either by vehicle or by foot. Owners and other residents are obliged to show these identification cards to the security personnel upon entering and leaving the township through the main gate.

- 7.13 The township will be patrolled on a random basis by security guards.
- 7.14 The security guards must at all times be allowed by all owners and residents reasonable entry to their premises in order to patrol and/or investigate security breaches. Failure to do so will result in jeopardizing the safety and security of all residents of ELDOVIEW Estate.
- 7.15. Should residents wish to install burglar alarm systems for their residences, these may be linked to the security control room if they are compatible with the electronics of The Estate security system. Residents should however discuss the specifications of burglar alarm systems with Security prior to the purchase thereof.
- 7.16. New residents (members/tenants) must register at The Estate office to enable security to make telephone contact for permission to allow visitors to enter to go to the residence.
- 7.15 No property may be secured with razor wire or similar fencing.
- 7.16 Residents on the perimeter wall are responsible for keeping plant growth clear of the electrified fence (side and top). Residents must refrain from planting trees, etc. which may cause a hindrance to the security system.
- 7.17 Residents on the electrified perimeter fence must advise any visitor of the dangers pertaining thereto.
- 7.18 No resident may issue instructions to Security Personnel.
- 7.19 No resident is allowed to influence, fraternize, or curry favour with ANY personnel member or give gifts or money to them. Any such gestures need to be of a collective nature and must be discussed with the security manager who will then distribute the gifts accordingly. If not done in this manner the gesture may be seen as an act of bribery of the guard corps.
- 7.20 Violation of any of the security Rules is considered a serious offence by the Company.
- 7.21 Any damage whatsoever to any of the security equipment, knowingly or unknowingly, will be punishable by the imposing of severe penalties and the cost of the repair to the equipment will be recovered from the transgressor and/or the required legal action will be implemented against the transgressor. Severe penalties will also be imposed for the disabling of the security system currently in place.
- 7.22 Security protocol at the gate dictates that entry by any law enforcement or emergency agency may not be reasonably refused. Security will verify the credentials of the officials and will inform the resident as well as one of the HOA Directors of such agencies to avoid any unauthorised or illegal entry.
- 7.23 Residents shall always treat the security personnel in a co-operative and respectful manner. No abuse of any security personnel under any circumstances will be allowed.
- 7.24 The Company has the right to make any amendments to the above Rules as

deemed necessary to improve security at The Estate, and fines will be issued at the discretion of the Company for contravention of any of the Rules.

8. TRAFFIC RULES

- 8.1. The streets of The Estate are for the use of all residents their visitors, contractors, and emergency vehicles, whether on foot, bicycle, motorcycle, in trucks, delivery vans, busses or cars. Vehicles are considered to be part of the street environment, but not necessarily the dominating factor.
- 8.2. All the streets in The Estate fall under the jurisdiction of the COMPANY including the area in front of the entrances to the estate.
- 8.3. The following Rules are applicable to the streets in the estate:
 - 8.3.1. All traffic signs on the streets must be adhered to.
 - 8.3.2. Parking on sidewalks for long periods is prohibited.
 - 8.3.3. Pedestrians are advised to cross streets at crossings on the estate and they have the right of way at such crossings. Motorists are reminded to always approach crossings with caution.
 - 8.3.5. Only licensed vehicles may be driven in the estate.
 - 8.3.6. Engine powered vehicles e.g., cars and motorcycles are permitted to drive only on the streets of the estate and not on the pavements.
- 8.4. Only licensed drivers may operate and drive engine-powered vehicles anywhere in the estate.
- 8.5. The excessive recreational use of vehicles, including motorcycles, within the estate, vehicles with noisy exhaust systems and the playing of loud music from car sound systems, are prohibited
- 8.6. Licence plates must be displayed on vehicles as prescribed by law.
- 8.7. The speed limit in the estate is 30km per hour.
- 8.8. Violation of any of the traffic Rules is considered by the Company to be a serious offence. Depending on the particular offence, suitable action, including a fine as determined by the Board, will be implemented.
- 8.9. Rules may be amended at the discretion of the Company as deemed necessary to ensure the safety of residents and their visitors.
- 8.10. Pedestrians have right of way but parents are responsible for educating their children with regard to Road Traffic Laws and the use of public roads. Parents are responsible for the safety of their children.
- 8.11. Quad bikes, battery powered scooters and other unlicensed vehicles are not allowed on the roads inside or anywhere in the estate.
- 8.12. No articulated vehicles (i.e. vehicles with a payload exceeding 10m³) will be

allowed to make deliveries within the estate. Members/building contractors must advise their suppliers of this rule in advance to avoid additional costs that may occur as a result of the security staff refusing them entry into the estate.

9. VISITORS, STAFF, CONTRACTORS AND TENANTS OF RESIDENTS AND HOMEOWNERS

- 9.1. Residents of The Estate who knowingly allow their visitors to break any of the House Rules will be held responsible as if they had themselves committed the offence. An appropriate fine will be payable by the homeowner or the visitor depending on the offence.
- 9.2. Visitors who deliberately break the Rules will be prohibited from entering The Estate again.
- 9.3. No resident may accommodate or entertain more than 20 people at one time without acquiring written permission, 7 days prior to the reception of the guests. This permission must be obtained from the Company office. Permission will only be granted if the adjacent neighbours indicate their approval in writing. The security manager reserves the right to reject the application should he be of the opinion that such an occasion may cause a disruption to other residents or compromise security. Where it is not possible to give 7 days' notice or obtain the signatures of neighbours, the security manager must be contacted as soon as possible to obtain approval.
- 9.4. All residents must adhere to the Local Authority's Rules and regulations regarding the occupation of residential property. The requirements as stipulated by the Department of Labour regarding the accommodation of domestic workers must be adhered to.
- 9.5. No deliveries will be allowed after 18h00 without the necessary prior arrangement having been made with security, except in the case of chemist, emergency and fast-food deliveries.
- 9.6. The Members shall be held liable for the behaviour and conduct of their family, visitors, tenants, contractors as well as their employees, their siblings/visitors and shall ensure that said persons adhere to these Rules.

10. ARCHITECTURAL AND AESTHETIC RULES

The board objectives of the ELDOVIEW HOA are the following:

- 10.1 To control the character and architectural standards of any new building and other structures to be erected in the township known as ELDOVIEW Estate.
- 10.2 To maintain the aesthetical upkeep of existing dwellings and to ensure that dwellings and boundary walls are properly maintained. (Regularly painted)
The HOA may request owners of existing dwellings to improve the upkeep of these dwellings (painting of dwelling/boundary walls) within in a certain time limit (120 days)
Failure to comply with this request may result in a fine to the imposed until such time that the request has been satisfactory met. This fine will be double the monthly levy.

10.3 To control the maintenance and upkeep of the residential gardens.

10.4 The ARCHITECTURAL AND AESTHETIC RULES relate to the control measures regarding access and building activities of contractors (and their suppliers). Owners of units are obliged to bring the House Rules and Building Regulations to the attention of their building contractors (and their suppliers). Unit owners are to be held responsible for any contravention of the House Rules or Building Regulations by the unit owner and contractors or their suppliers.

10.5. Measures defined in the Architectural and Aesthetic Rules comprise the following:

10.5.1. Access Control

- a) Registration of main contractor and sub-contractors;
- b) Registration of construction workers;
- c) Limiting the hours of access.

10.5.2. Building Activities

- a) Specifying construction times;
- b) Times for delivery of building materials;
- c) Provisions regarding toilet facilities for workers;
- d) Provision regarding advertising signboards on building sites;
- e) Arrangement regarding refuse removal.
- f) Delivery vehicles.

10.5.3. Fees Payable

Building deposit, plan fees, agent fees, penalties payable as a result of breaching the rules, etc.

10.5.4 Conditions with regard to contractor's activities.

The main purpose of the following rules is to ensure that all building activities in the township occur with the least possible disruption to residents. Owners are obliged to ensure that building and other contractors strictly adhere to the stipulations of these rules and regulations compiled by the ELDOVIEW HOA.

10.5.5 Legal status

The conditions governing building activity which are set out in this clause are rules adopted by the ELDOVIEW HOA and are therefore binding on all owners and other occupants and, through them, on their contractors and sub-contractors and other parties who are on the estate at their invitation. All owners are obliged to ensure that their building contractors and sub-contractors and other invitees are aware of these conditions and comply strictly with them. Owners are therefore obliged to include these conditions in their entirety in any building contracts concluded in respect of property in the estate (and to procure their inclusion in any sub-contract) and all such contracts may be required to be submitted to the ELDOVIEW HOA for prior approval. The ELDOVIEW HOA has the right to suspend any building activity in contravention

of any of these provisions and the ELDOVIEW HOA accepts no liability whatsoever for any loss sustained by an owner as a result thereof.

10.5.6 General conditions

10.5.6.1 Contractor activity is only allowed during the following hours:

Monday to Fridays: 07h00 to 17h00
Saturdays: 07h00 to 13h00
(The above times are called public time).

10.5.6.2 No contractor activity is permitted on Sundays and Public Holidays as these days are viewed as private time.

10.5.6.3 No contractor activity will be allowed without exceptions during a three-week period in December/January, called the builders holiday.

10.5.6.4 The workmen of the contractors will enter and exit the estate by vehicle and not by foot.

10.5.6.5 All the contractor's workers and/or the contractor's sub-contractor workers must be in possession of a valid South African ID document or legal working permit – in case of foreign workers. The security personnel will strictly enforce this. The security personnel have the right to refuse entry to the premises to workers not complying with this rule. The security personnel have the right to request the ID document or work permit at any time from the contractor's workers or sub-contractor.

10.5.6.6 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided and that the rubbish is removed weekly and not burnt on site.

10.5.6.7 The site is to be kept as free as possible of building rubble.

10.5.6.8 Where materials are off-loaded by a supplier on or partly encroaching onto the pavement or roadway, the materials must be moved onto the site by the contractor as soon as possible. No material must be allowed to remain on the roadway or pavement and it is the contractor and owner's responsibility to clear the roadway of all such materials. The same applies to sand or rubble – washed or moved onto the road during building operations.

10.5.6.9 Every day the contractor's workers will clean the pavement and roadway during building operations.

10.5.6.10 Deliveries from suppliers must be scheduled in public times only.

10.5.6.11 All contractors will be required to provide screened ablution facilities for the workmen and sub-contractors under his control.

10.5.6.12 Building boards may only be erected if they comply with the ELDOVIEW HOA's standards, details of that are available from the ELDOVIEW HOA. Such boards are not to be erected on the pavement landscaping. No sub-contractor's boards are allowed. All boards must be removed upon completion of construction.

10.5.6.13 The owner and the contractor shall be held responsible for damage to kerbs, street lights, plants on the sidewalks and/or damage to private or estate property.

10.5.6.14 Should a contractor breach or allow the breach of any provision of these rules by his employees, workers, a sub-contractor or its workers, the ELDOVIEW HOA may itself rectify the breach as deemed necessary and claim any expense from the contractor and/or owner and/or suspend building activity until such breach is remedied. It may do so at any time and without notice and without recourse from the owner and/or contractor and/or subcontractor. Fines may be levied from time to time by the ELDOVIEW HOA for contractors/owners and delivery vehicles that that spill material en-route, damage roadways and kerbs, stain tarmac and generally create a nuisance within the estate.

10.5.6.15 The contractor and/or owner must ensure that his/her workers refrain from buying food or other material through or over the security fences. Further, no workers or contractors will be allowed to display clothing, washing or building material on security and/or other fences.

10.5.6.15 The contractor and owner undertake to comply with the above provisions in addition to any further provisions, which may be promulgated by the ELDOVIEW HOA from time to time in the form of a written notification, and to ensure compliance by any sub-contractor employed by the contractor and by all employees and/or other workers.

11. UNDEVELOPED UNITS

11.1. Undeveloped units impact negatively on the aesthetics of the estate and the delayed construction on such units has a negative impact on the value of surrounding properties. Therefore, the **company** may make rules for the completion of the erection of homes, townhouses and other structures on erven in the township within prescribed periods

11.2. All undeveloped units must be kept neat and maintained on a regular basis, failing which the Board shall be entitled to clean or appoint contractors to clean the unit at the member's expense.

11.3. The monthly levies on undeveloped units will be determined by the Board of directors from time to time. The aim is to encourage members to utilise units to their maximum potential and to terminate the negative aesthetic impact on the estate. These monthly additional levies will only lapse on completion of building and an Occupation certificate has been issued by the HOA and City of Tshwane Municipality.

12. BOUNDARY WALL SURROUNDING ESTATE

Due to the importance of security to all members, the members with units adjacent to the security fence/wall surrounding the estate must at all times adhere to the applicable rules and regulations pertaining to the security measures erected to and on the wall and fence. Due to the importance of security to all members, no breach of this rule can or will be tolerated.

12.1. All the members with units adjacent to the security fence/wall surrounding the

estate must refrain from interfering with the workings of any security system. The Company will maintain and/or remove all interferences, but will charge the owner with the costs thereof including an administration fee. Also refer to paragraph 7.16 and 7.17 of the House Rules.

- 12.2. Nothing may be attached to the security fence/wall surrounding the estate without prior consent of the Board/Security Committee.
- 12.3. No Member may substitute the existing surrounding fence/wall surrounding the estate with any alternative without having obtained prior written consent from the Board.
- 12.4. No signboards (for advertisements, show houses, businesses or any other signboards) are allowed to be fixed against or on top of the security wall/fence along Gouws or Poole Avenues or any other walls.
- 12.5. Members shall take the necessary steps to ensure that the security fence/wall surrounding the estate is not damaged and/or removed.
- 12.6. Each erf situated on any boundary of the township will be made subject to the seller's right (which will be ceded to the ELDOVIEW HOA) to have the boundary wall and/or fence of the township erected on the erf. The erection thereof will be done in such a way as to ensure the minimum encroachment onto the erf, but the specification and dimensions of the wall or fence are in the discretion of the seller, provided the height and width thereof is reasonable, bearing in mind the security purpose thereof. The seller and/or the ELDOVIEW HOA is/are entitled at all times to enter upon the relevant erven in the township on which the security wall and/or fences is/are erected in order to maintain and/or repair and/or replace such wall and/or fence or to inspect it.

13. USE OF UNITS/DWELLINGS

- 13.1. A unit may be used solely for residential purposes by the Member/Lessee himself, his family and a maximum of two employees.
- 13.2. No Member is allowed to change the utilization of his unit or residential unit either by rezoning through City Council's application or by any other means without obtaining written approval from the Company, prior to any such action.
- 13.3. No activity or hobby which could constitute an aggravation or nuisance to others, including a jumble sale, may be conducted at/in any unit.
- 13.4. No property may be utilized as a commune.
- 13.5. Garages may not be used as sleeping quarters.
- 13.6. If for any reason a unit is unoccupied for an extended period of time, the member will ensure that the unit is maintained as if is fully occupied, in such a way that it promotes, advances and protects the communal interest of adjacent and surrounding units. All other applicable rules will also apply.

14. HOME ENTERPRISES

- 14.1. An important part of the object of the Company is to ensure a high-quality lifestyle for its owners in a tranquil and safe environment. The expected impact of a home enterprise on the tranquillity and the safety and security of residents will therefore be taken into account when applications for home enterprises are considered by the Board. Applications will be dealt with in strict accordance with the applicable rules, regulations and legislation. The same apply to evaluations and observations after approval.
- 14.2. An official application must be submitted to the Board for consideration, prior starting a home enterprise. On receipt of this application, all the applicable Rules and regulations will be furnished to the applicant.
- 14.3. Home enterprises will be allowed within the estate only when it complies to the provisions of the Tshwane Town-Planning Scheme, 2008, Schedule 9, promulgated on 23 April 2008, as amended, and the Rules and regulations as approved by the Board.
- 14.4. Due to the security implications and additional workload on security and on the Company, the Board will consider each application on merit, taking into account all the applicable factors.
- 14.5. An authorised representative of the Board will do regular inspections to ensure that all the Rules and regulations are adhered to and that the home enterprise on the date of the inspection is still in line with the original application and that there are no home enterprises where approvals were not granted.

15. RESALE AND LEASING

In order to ensure that the Rules applicable to the estate, which regulate property ownership and occupation of premises on the estate, are made known to new residents, the following Rules relating to the re-sale or letting of property shall apply:

15.1. MEMBERS OBLIGATIONS

- 15.1.1 No Member shall let or otherwise part with occupation of his Unit, whether temporarily or otherwise, unless he has agreed **in writing** with the proposed occupier of such Unit, as a *stipulatio alteri* (benefit in favour of a third party) in favour of the Company that such occupier shall be bound by all the terms and conditions of the Memorandum of Incorporation and any Rules made thereunder, and such written agreement is lodged with the Company prior to the proposed occupier taking occupation of the Unit in question
- 15.1.2. The owner shall ensure that a copy of these Rules is included in any written lease concluded in respect of his Unit or part thereof and shall at the request of the Board, furnish a copy of such lease to the Board. If a written lease is not concluded, the member may be required to furnish proof to the Board that his/her tenant/occupant has received a copy of these Rules.
- 15.1.3. When making use of agents for selling or renting of property, only COMPANY registered agents may be used. If another agent or person is used, an appropriate transaction fee must be paid to the COMPANY office.

15.1.4. No Member of a Unit in the Estate shall be entitled to pass transfer thereof to any other person until the Company, under the hand of the Board or its authorised representative, has certified by way of a clearance certificate that such Member as at date of transfer has complied with all his/her/its financial and other obligations towards the Company. The principles applicable in terms of the Sectional Titles Act, Act 95 of 1986, with regard to the issuing of a clearance certificate shall apply *mutatis mutandis* to any clearance certificate required to be obtained in respect of the transfer of any Unit in the Estate.

15.1.5. Every Member shall sign all documents required to create a condition in the Title Deed of his Unit, which will ensure that the Unit may not be sold or transferred without the buyer or transferee binding himself to become a Member of the Company and without a certificate as contemplated in the MOI. The condition referred to shall be worded as near as possible to the following format:

“This property is subject to the following condition imposed by the developer/transferor in favour of Eldoview Home Owners Association (NPC), a Non-Profit Company as referred to in the Companies Act, 2008 with Registration Number: 2003/006587/08:

- 1. The transferee, their successors in title or assigns/(his heirs, executors, administrators or assigns) are compelled to be a member of the abovementioned Home Owners Association from the date of registration of the property into his/her/their name.*
- 2. The transferee, their successors in title or assigns/(his heirs, executors, administrators or assigns) shall not be entitled to transfer the property in any manner, without obtaining the prior written permission of the Eldoview Home Owners Association (NPC) and then only subject to the condition that the purchaser will become a member of the said Home Owners Association (NPC) on the date of registration of the property into his name.”*

15.1.6. Every Member shall, when he agrees to transfer of ownership of a Unit in the Estate, set it as a condition of the Agreement of Sale and transfer of a Unit in the Estate, that the new owner shall apply in writing to become a member of the Company, accepting his/her/its obligations towards the Company as a Member and this condition shall be worded as near as possible in accordance with the following format:

15.2. AGENTS REGISTRATION

15.2.1. An annual registration fee as may be determined from time to time by the Company is payable in advance.

15.2.2. Agents will not be allowed to do any marketing/letting in the estate, unless the fee is paid in full.

15.2.3. The Company has the right to terminate registration, and any further marketing/letting without refunding of the fee, should agents not comply with any of the Rules of the estate.

15.3. AGENTS RESPONSIBILITIES AND RESTRAINTS

- 15.3.1. The door-to-door distribution, cold canvassing or any way of distribution at the entrance gate of leaflets, brochures or any marketing material is not allowed in the estate.
- 15.3.2. Only two agents per agency will be allowed.
- 15.3.3. Agents must familiarise themselves with the Rules and regulations of The Estate and adhere thereto.
- 15.3.4. Clients may only enter the estate accompanied by an accredited agent.
- 15.3.5. To "Show" a house in the estate is not permitted.
- 15.3.6. Agents and their clients are only allowed between 08:00 and 19:00 on weekdays. Only on appointment with the owner will visits be allowed on Saturdays.
- 15.3.7. No "For Sale"/"To Let" or "Sold" signs are allowed in the estate.
- 15.3.8. Agents will not be allowed to do marketing/letting, in the Estate, between Christmas and New Year.

15.4. AUCTIONS

Auction of units in the estate will be allowed under the following circumstances and after adhering to the following procedures:

- 15.4.1. A written request to stage a bona fide auction within the estate must be submitted to the Authorise Representative of the Company for consideration. No auctions will be approved where the intention is to also sell other items.
- 15.4.2. Written permission from the Company must be obtained for the erection of an auction/advertising board outside the premises of the estate and this has to be erected according to the House Rules.
- 15.4.3. Security measures will be applicable in so far as access control and parking is concerned and these security measures will be determined by the authorised representative of the Company in conjunction with the agent.
- 15.4.4. Auction boards may only be erected in the event of a bona fide auction of a fixed property within the estate.
- 15.4.5. Such board must be erected outside the premises of the estate and only in Gouws Avenue and in a spot agreed upon after mutual consideration between the agent and the authorised representative of the Company.
- 15.4.6. The board must be removed not later than the day after the auction.

15.4.7. The board could be erected not more than two months in advance.

15.4.8. The board should adhere to the standards as set out in the applicable Tshwane Metropolitan Municipal Council By-Laws.

16. ENSURING A PLEASING STREETScape

16.1. Each unit owner is responsible for maintaining the area between the curb and the boundary of the property in a clean and aesthetically pleasing condition. The Company can compel the owner or tenant to improve the aesthetic appearance of this area when deemed necessary or to remedy the situation, at cost of the member.

16.2. Garden, fences and/or walls and outbuildings forming part of the streetscape should be regularly maintained and painted where necessary.

16.3. The Company has the right to effect repairs at the cost to the owner should it be considered necessary.

16.4. Building material may under no circumstances be dumped on the sidewalks or streets. The owner will be liable for all damages in this regard.

16.5. No trees, plants, lawns or pathways planted or developed by the Company on sidewalks may be damaged or removed without the permission of the Company.

16.6. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.

16.7. No "Wendy Houses" or similar type structures such as tool sheds, doll houses etc. may be erected. The erection and use of shade cloth is prohibited. If the owner refuses to remove such structures, the Company may remove structures at the cost of the member.

16.8. Caravans, trailers, boats, equipment, tools, engine and vehicle parts, as well as accommodation for pets should be located out of view and screened from neighbouring properties and the street.

16.9. No commercial type of vehicle or any defective vehicle may be parked or left, in or visible from any street or sidewalk, on or in front of a unit.

16.10. No vehicle may be parked for long periods (i.e. overnight or all day) on the sidewalk in front of a unit.

16.11. Vehicles may not be parked outside properties, on pavements, sidewalks and communal areas on a regular basis. No vehicles may be worked on, or serviced, in these areas either.

17. ENSURING GOOD NEIGHBOURLINESS AND A TRANQUIL ENVIRONMENT

17.1. Any activity or hobby, which could cause aggravation or nuisance to fellow residents, may not be conducted from any Unit.

- 17.2. The volume of music or electronic instruments, partying and the activities of employees, as well as the barking or howling of dogs, should be kept at a level so as not to create a nuisance to neighbours. This is also applicable to music played in vehicles. Members need to ensure that their visitors adhere to these rules.
- 17.3. The mechanical maintenance and use of power saws, lawnmowers and the like machinery should only be undertaken between the following hours:
- 17.3.1 Weekdays: 07:00 – 18:00
 17.3.2 Saturdays; 08h00 to 17h00
 17.3.3 Sundays; 08h00 to 13h00
- The use of any noisy machinery (lawnmowers etc) will only be allowed between **10h00 and 13h00**.
 All gardeners must evacuate the premises by **13h00**.
- 17.4. Refuse bins, except on the specific day of refuse collection, garden refuse and refuse bags may not be placed on the pavement or entrance gate. Garden refuse must be removed by the resident on the same day and may not be piled up. All refuse containers must be removed from the pavement or entrance gate on the same day the refuse is collected and stored out of view from the street vantage.
- 17.5. Washing lines must be suitably screened from neighbouring properties.
- 17.6. Members/residents must ensure that domestic workers and other employees do not loiter in the estate, and specifically not at prominent places such as gates, road circles, streets or any communal facility, as such facilities are for the exclusive use of members and households in terms of their zoning as “Private Open Space”.
- 17.7. In the event of annoyance or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration, prior to lodging complaints with the Board.

18. ENVIRONMENTAL MANAGEMENT

- 18.1 No rubble or refuse should be dumped or discarded in any public area or vacant units. An R1000.00 (one thousand rand) fine will be imposed on a person not complying to this rule.
- 18.2 Residents and their guests are urged to leave any open space they visit in a cleaner condition than that in which it was found. Residents should also develop a habit of picking up and disposing of any litter encountered in the open spaces.
- 18.3 Only members/residents will be permitted to picnic in designated areas.
- 18.4 Fauna of any nature may not be chased, trapped or killed in any area of the estate. Flora may not be removed from its natural habitat in the estate.
- 18.5 Residents shall maintain a high standard of garden and pavement maintenance.
- 18.6 Outside lights at units must be adequately screened so as not to cause discomfort to neighbours.
- 18.7. Residents’ use of any open space areas are entirely at their own risk at all times.

The Company will entertain no claims for damages of whatever nature or arising from whatever cause.

19. ANIMALS AND PETS

19.1. All legislation and by-laws concerning pets, must be adhered to.

19.2 Keeping of the following animals within the estate is not allowed:

- 19.2.1. Cattle;
- 19.2.2. Mules, donkeys and horses;
- 19.2.3. Pigs;
- 19.2.4. Birds in outside cages;
- 19.2.5. Rabbits;
- 19.2.6. Goats and sheep and;
- 19.2.7. Poultry;

19.3 A combination of no more than two cats and dogs may be kept per unit. A written application must be made to the ELDOVIEW HOA to extend this limit. Other house pets which will not cause a nuisance to neighbours may be kept additional to such cats and dogs.

19.4 Slaughtering of animals for ritual or own use will only be considered within the estate when written approval from the following authorities are produced and submitted to the Company office:

- 19.4.1. Local Chief of Police.
- 19.4.2. Environmental Health Practitioner.
- 19.4.3. Officer concerned with the prevention of cruelty to animals.

19.5. No resident may keep a pet or pets in such a manner as to cause a nuisance to other residents.

19.6. No resident may keep a dog if:

- 19.6.1. The dog creates a disturbance or a nuisance by constantly or excessively barking or howling;
- 19.6.2. The dog defecates when taken into a public place or road while under the control or supervision of a person and the person fails the immediate disposal of the faeces in a refuse receptacle.

19.7. No resident will permit any dog to be at large in a street or public place unless the dog is kept on a leash or a chain, with a maximum length of 2 meters, and under the control of such a person.

19.8. All transgressions, as described in City of Tshwane Metropolitan Municipal Council Notice No 432 / 2004, must be reported to the applicable following authorities by concerned residents:

- 19.8.1. Authorised Officer concerned with the prevention of cruelty to animals;
- 19.8.2. Health Officer
- 19.8.3. Local Police

- 19.9. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be impounded by the SPCA.
- 19.10. Should any excrement be deposited in a street, pavement or other public area, the owner of the pet shall immediately remove it.
- 19.11 The ELDOVIEW HOA reserves the right to have a pet removed should it become a nuisance within the estate. The ELDOVIEW HOA has an unfettered discretion in this regard, but will not exercise the said right without first having directed a written notice to the owner furnishing details of the complaint and the complainant and affording the owner a reasonable opportunity to eliminate the cause of the complaint.

20. FINES AND PENALTIES

- 20.1 The Board shall be entitled to implement a system of fines and penalties from time to time in order to deter any contravention of these Rules and to ensure the due enforcement of these Rules. Simultaneous to such penalties, the perpetrating member's access disk and that of his entire household may be de-activated until such time as the contravention has been remedied. The member and his household will then need to use the visitor's access system for such period.
- 21.2 Any penalties imposed by the Board are subject to adjustment and/or ratification by members in General Meeting.
- 21.3 In the event of contravention of any of these Rules, the following procedure will be followed and implemented by the Board:
- 21.3.1 A letter of demand will be sent to the member, specifying the nature of the breach and demanding him to remedy the breach within a period of 10 (ten) days. In the event of a traffic violation, a notice of transgression, specifying the violation and the fine payable, will be handed to the transgressor.
- 21.3.2 Should the member fail to adhere to the demand letter or notice and to remedy the breach then, unless written objection is received by the owner concerning the alleged contravention, the prescribed penalty shall be implemented and levied against the member's levy account and shall be enforceable, as if such penalty or fine constitutes a normal levy;
- 21.3.3 If the transgression is disputed and upon receipt of any written objection by the Member, a Committee of 3 (three) Directors appointed by the Chairman for this purpose, shall convene a meeting with the Member within a period of 10 (ten) days to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure, as the Chairman of the Committee shall direct; provided that the Rules of natural justice shall be observed and at which meeting the Member shall be entitled to address his objection and to call witnesses.
- 21.3.4 The decision of the Committee shall be final;
- 21.3.5 Should the Member refuse to accept the decision of the Board on any matter, such dispute shall then be referred to arbitration in terms of Article 1.3(4) of the MOI.



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21.3.6. Appeal procedures in respect of Traffic Violations are specified in the Notice of Transgression.

22. RESPECT AND APPRECIATION OF THE DIFFERENT CULTURES WITHIN THE ESTATE

The Company acknowledges and respects the diversity of its members regarding religion, culture and customs. The Company will as far as possibly accommodate activities pertaining such diversity and also enhance understanding and appreciation thereof. It is however of cardinal importance that the Company office be advised in advance of events as mentioned, in order to facilitate where necessary and to ensure that all applicable House Rules are adhered to and quality of life or the security of all members is respected and not threatened in any way.

23. CONFLICT

Should a contradiction arise between the stipulations of these Rules and the stipulations of the Memorandum of Incorporation, the MOI will take priority and the Board will be obliged to do all necessary to amend these Rules in order to bring them into agreement with the MOI.