

Mooikloof Glen

Rules of the Homeowners Association

of

Mooikloof Glen Estate

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1. INTRODUCTION



1.1. Purpose

- 1.1.1. These rules are designed to promote and protect the high quality lifestyle and the security to which residents of the Mooikloof Glen estate aspire. The primary objective of these rules and regulations is to preserve and enhance security, the harmonious internal and external control, the aesthetics and the environment.
- 1.1.2. The rules have been established in accordance with the Memorandum and Articles of Association of the Mooikloof Glen Home Owners Association (HOA) being a Section 21 company. The rules are legally binding upon all residents and property owners of the Estate as is any decision taken by the appointed Directors of the HOA in interpreting and applying these Rules.
- 1.1.3. The Architectural Design Guideline, received separately from the Developer, shall be deemed to be incorporated in and to form part of these rules. Refer to Appendix C.
- 1.1.4. It is the responsibility of the registered owners of the erven at Mooikloof Glen to ensure that members of their families, as well as their tenants, visitors, friends, invitees, contractors and employees abide by these rules.
- 1.1.5. Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of Mooikloof Glen. General consideration of all residents by and for each other will greatly assist in assuring harmonious relations on Mooikloof Glen.
- 1.1.6. The decision of the Directors is final and binding in respect of the interpretation of these rules.
- 1.1.7. The Directors may amend or add to these Rules from time to time, as may be deemed necessary to ensure harmonious co-existence of residents.
- 1.1.8. The term Stand or Erf in this document means any Full Title unit registered on the area known as Portion 1045 of Farm Rietfontein 375-JR - Mooikloof Glen or Mooikloof Glen Estate.

2. RELATED DOCUMENTS

Line	Document Name
A	Mooikloof Glen HOA articles of Association
B	Minute BOD Meeting 18 May 2010
C	Minute BOD Meeting 5 August 2010
D	Minute AGM 6 September 2010
E	
F	

3. APPROVAL PAGE

Person	Capacity	Signature	Date
George Loock	Director: Security		26 Apr 2011
Le Roux Strydom	Chairperson HOA		26 Apr 2011

4. REVISION HISTORY

Revision Number	Revision Date	Change Reference
1.1	19 July 2010	Amended Appendix A in line with Tactical Edge SLA. Amended rule 5.6.3. Amended rule 5.8.7. Amended rule 11.1.2
1.2	6 August 2010	Removed paragraph 1.1.6 Amended rules 5.3.1, 5.2.1, 5.3.4, 5.5.1, 5.5.4, 5.5.7, 5.5.10, 5.6.1, 5.6.6, 5.6.7, 5.8.2, 5.8.3, 5.8.7, 5.10.3, 6.2.8, 7.2.4, 7.4.2, 9.2.1, 10.2.2, 10.3.8, 10.5.1, 11.1.2, 11.1.4 Added rules 7.5.8, 10.2.7 Removed rules 5.1.8, 5.5.2, 5.5.9, 5.6.8, 6.2.6, 6.3.5, 7.2.2, 10.3.8 Appendix A: Amended clauses 3.1, 4.1, 5.1, 5.2, 5.3, 6.1, 6.4, 7.3 Appendix C: Amended clauses 4.2, 4.5 Appendix D: Amended clauses 1, 7, removed clauses 5, 6
1.3	7 Sep 2010	Corrected reference in rule 5.5.5 Amended rule 7.4.1 Appendix A: Amended clauses 6.1, 6.4
1.4	26 Apr 2011	Amended Appendix B clauses 1.6 to 1.11 Amended Appendix A clause 5.1

5. CONDUCT RULES/GOOD NEIGHBOURLINESS PROCESS

5.1. Use of the streets

- 5.1.1. All traffic rules that apply to South African Roads apply inside Mooikloof Glen estate.
- 5.1.2. The streets of Mooikloof Glen are for the use of all residents, whether it is on foot, roller-skate, bicycle, motorcycle, delivery vans or cars, subject to the rules as prescribed below.
- 5.1.3. Parking on the road surface and neighbouring pavements is prohibited.
- 5.1.4. The speed limit is restricted to 40 km/h, throughout the Estate.
- 5.1.5. Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.
- 5.1.6. Only licensed drivers or minors accompanied by an adult may operate and drive engine powered vehicles in the streets on the Estate (see paragraph 5.3.4).
- 5.1.7. Pedestrians will frequently cross streets on the Estate and have the right of way. Motorists are reminded always to approach crossings with caution.
- 5.1.8. Cyclist must adhere to all the rules of the roads as well as these rules regarding road usage.
- 5.1.9. The use of motorcycles or other vehicles with excessively noisy exhaust systems or if they unsafe for entering or exiting from the Estate, are prohibited.
- 5.1.10. The Board, through its authorised representatives, has the authority to apprehend and fine motorist who disregard the rules of road use contained herein.

5.2. Business Rights

- 5.2.1. Any business activity or hobby, which could cause aggravation or nuisance to fellow residents, or which could compromise the security of the Estate, may not be conducted from any property. This includes auctions and jumble sales.
- 5.2.2. No business may be conducted from home without the written consent of the HOA and then only if such business is permitted in terms of the applicable estate planning scheme.
- 5.2.3. All owners/tenants wishing to conduct businesses from home have to apply to the HOA in writing, which will deal with any such application at the first Board Meeting after the submission of the application.
- 5.2.4. The following factors will play a role in the Board's decision:
 - Will the business cause an influx of visiting vehicles into the Estate?
 - Will it generate excessive noise?
 - Will it have a negative impact on neighbouring stands?
 - Does it have the potential to attract criminal elements into the Estate?
 - Will it depend on onsite advertisement and high visibility?
 - Will it fit in with the general character of the Estate?

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- Will it enhance or reduce the desirability of the Estate for prospective investors?
 - What will the effect of the business be on the general value of units in the Estate?
 - Will the business require additional building construction?
 - How do the direct neighbours of the applicant feel about the intended business?
 - Will adequate parking be made available, so as to prevent sidewalk parking?
- 5.2.5. The Board's decision is final and no appeal is possible.
- 5.2.6. All business operations must adhere to the criteria and conditions as specified by the HOA and to local municipal by-law and regulations.

5.3. Noise

- 5.3.1. The volume of music or electronic instruments should be kept at a level so as not to create a nuisance to neighbours.
- 5.3.2. Parties must be conducted with a minimum of noise generation and no music or noise caused by merrymaking shall be heard beyond the boundaries of the applicable stand between the hours of 22h00 and 08h00 in weekdays and 24h00 and 08h00 on weekends.
- 5.3.3. The repair and maintenance of motor vehicles, or any other internal combustion engine vehicle, craft or implement, must take place out of sight from the Estate/streets and may never cause disturbance or be intrusive to neighbours or other residents.
- 5.3.4. The use of power saws, lawnmowers and the like or the use of quad bikes or off-road motorcycles should only be used between the following hours:
Monday – Sunday 08h00 – 19h00 in summer (1 Sep – 30 Apr) and 08h00- 18h00 in winter (1 May – 31 Aug).
- 5.3.5. Contravention of any of the above provisions shall be punishable by a fine as per Appendix B

5.4. Fireworks

- 5.4.1. No fireworks may be set off within the boundaries of the Estate.
- 5.4.2. Criminal charges may be brought against perpetrators and an internal fine as per Appendix B.

5.5. Pets and other animals

- 5.5.1. Pets and animals may never cause a disturbance or be a nuisance to neighbours, and must be housed under clean and hygienic conditions at all times.
- 5.5.2. Animals other than domestic pets may not be kept on the Estate without the written permission of the HOA.
- 5.5.3. Slaughtering of animals on the Estate for any reason whatsoever, is strictly prohibited.
- 5.5.4. Horses must be stabled in properly constructed stables that conform to the general architectural guidelines of the Estate (see Appendix C).
- 5.5.5. Any approval of granted in respect of rule 5.5.2 is to the discretion of the HOA and provisions and restrictions may be issued and prescribed to the applicant. It is specifically placed on record that if any permission granted leads to nuisance at any later

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stage, the permission granted earlier may be reconsidered at the HOA's sole discretion. The permission is a grant and not any right including right established by means of precedents.

- 5.5.6. Should any excrement be deposited in a public area, the immediate removal thereof shall be the sole responsibility of the owner of the pet/horse.
- 5.5.7. Every pet should preferably wear a collar with a tag or other identification device indicating the name, telephone number and address of its owner.
- 5.5.8. No pets are allowed to roam the streets. Roaming pets will be removed immediately, without notice to the owner and be handed to the SPCA.
- 5.5.9. Pets must be walked on a leash in public areas. All streets and open areas are defined as public areas. No pets are allowed in the Clubhouse area.
- 5.5.10. The HOA reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.
- 5.5.11. The owner will be responsible for any damage or injury caused to property/persons/other animals within the Estate by his/her pets.

5.6. Ensuring a pleasing streetscape

- 5.6.1. Roads, Gatehouse, security and communications infrastructure, the Clubhouse, Estate entrance and the external perimeter walls are all common property.
- 5.6.2. Pan-handles are the collective responsibility of the stand owners of which the pan-handle forms part of. Construction and maintenance is subject to HOA guidelines and approval.
- 5.6.3. Garden walls forming part of the streetscape, should be regularly maintained and painted where necessary. Likewise, it is the responsibility of the owners of stands that adjoin the perimeter wall to maintain the aesthetic appearance of the perimeter wall by painting when required, to match the other garden walls of the property.
- 5.6.4. Building materials may under no circumstances be dumped on common property.
- 5.6.5. In the case of an owner changing their entrance, the previous entrance needs to be repaired to resemble the rest of the sidewalk.
- 5.6.6. Gardens abutting the pavements must be kept neat and tidy at all times, failing which the HOA shall have the right to clean the garden at the stand owner's cost after due notification have been served to the stand owner.
- 5.6.7. No Wendy houses, containers or tool sheds, shade netting or any other temporary structures may be erected without the approval of the HOA.

5.7. General Rules

- 5.7.1. Washing lines, dust bins and water tanks should be screened or aesthetically acceptable to neighbouring properties.
- 5.7.2. Refuse, refuse bins, etc may not be placed on the pavement except on official collection days.
- 5.7.3. Advertisements or publicity material may not be exhibited or distributed unless the consent of the HOA has been obtained. Only 2 estate Agent signs per unit will be allowed within the estate. Boards may only be allowed outside the estate within specified areas as defined by the HOA. All signs should be approved by the HOA.

Prepared by:

Mooikloof Glen HOA
Board of Directors

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- 5.7.4. Owners must ensure that domestic workers and other employees do not loiter on the Estate and specifically not at any prominent places such as at the gates, road circles, Clubhouse, communal lawn and streets, etc.

5.8. Environmental Management

- 5.8.1. No rubble or refuse may be dumped or discarded in any public or common areas, including streets, sidewalks, or vacant stands.
- 5.8.2. Residents and their guests are urged to leave any common areas they visit in a cleaner condition than that in which it was found. Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.
- 5.8.3. Fauna of any nature may not be intentionally chased, trapped or harmed in any way, in any area of the Estate.
- 5.8.4. HOA shall maintain trees, plants and shrubs, planted at the Clubhouse and gatehouse.
- 5.8.5. Residents should ensure that declared noxious flora are not planted or allowed to grow in their gardens.
- 5.8.6. Swimming pool water may not be emptied into the sewerage system and should be disposed of into a stand or the street
- 5.8.7. Vacant stands must be kept tidy and clean of black wattle, excessive weeds and other alien plants on a regular basis to the satisfaction of the HOA, failing which the HOA reserves the right to clean vacant stands on a regular basis to the satisfaction of the HOA at the cost of the stand owners, after due notification have been served on the stand owner.
- 5.8.8. Floodlights must be adequately screened so as not to cause discomfort to neighbours.
- 5.8.9. The HOA will take no responsibility for claims for damages of whatsoever nature.

5.9. Sewerage System

- 5.9.1. Every stand is required to have a septic tank of adequate capacity installed, the overflow outlet of which tank may be connected to the main sewer.
- 5.9.2. Do not dispose of abnormal solids into the system.

5.10. Complaints/ Arbitration (use as guideline for dispute resolution)

- 5.10.1. In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration.
- 5.10.2. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure shall be the following:
- A written submission has to be made by the parties involved in the dispute to the Directors of the HOA;
 - The Directors may at their sole discretion decide if they will arbitrate in the matter or not;
 - In the event that the Directors are of the view that they are entitled to arbitrate in the matter, the decision of the Directors shall be final and binding in respect of the resolution of the dispute;

- In the event that the Directors are of the view that they are not prepared to arbitrate in the matter, the Directors may either:
 - Inform the parties involved that the Directors are not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and/or by legal action and/or arbitration;
 - The Directors may refer the matter to an independent arbitrator, at the Directors discretion, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute;
 - In this regard, the arbitrator's decision shall be final and binding and the arbitrators shall be entitled to make an award with regard to legal costs.
- 5.10.3. No party and/or resident shall have any claim whatsoever against the HOA as a result of a decision taken by the HOA regarding the interpretation of these rules.

6. SECURITY

6.1. General

- 6.1.1. Security is of paramount importance to the owners and residents of the Estate, and strict security measures will be implemented and managed by the Homeowners Association and directors. Owners are obliged to familiarize themselves with the security protocols and procedures of the Estate and are advised to attend all meetings called by the HOA to inform residents on security matters.
- 6.1.2. The Estate's Gatehouse will be manned 24 hours per day by such security personnel as the HOA may determine and appoint from time-to-time. Security guards will patrol the Estate on a random basis, in accordance with strategies determined by the HOA director responsible for the security portfolio.
- 6.1.3. Residents are required to treat all security officers in a co-operative and patient manner. No "outburst" or any form of verbal abuse towards security officers will be tolerated. The security guards are doing a difficult job.

6.2. Main Gate

- 6.2.1. Security protocol at the gates must be adhered to at all times.
- 6.2.2. Under no circumstances may residents or any person other than the security personnel, the Estate Manager or directors of the HOA Board be allowed into the Gatehouse.
- 6.2.3. The Security guidelines for permanent workers of Owners must be conscientiously enforced by every owner with respect to people in his/her employ.
- 6.2.4. All owners must ensure that contractors in their employ adhere specifically to the security stipulations of the Security guidelines and Contractors Rules.
- 6.2.5. Security is an attitude; be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons not displaying identification as per Security Guidelines and reporting it to the security guards to investigate.
- 6.2.6. No property may be secured with razor wire or similar fencing during or after the construction period.
- 6.2.7. Residents on the perimeter wall are responsible for keeping the electrified fence clear of any overgrowth from within their property.

- 6.2.8. Residents on the perimeter wall fence must advise any visitors of the dangers pertaining thereto.
- 6.2.9. No resident may give instructions to Security Personnel.
- 6.2.10. Access codes may not be utilized by anyone other than the Home Owner, its Dependants or registered users.

6.3. House alarms & Armed Response

- 6.3.1. Residents are not allowed to acquire the services of external armed reaction units other than the accredited security contractor appointed by the HOA for the provision of general security services to the Estate such as access control and physical patrols.
- 6.3.2. The provisions of Rule 6.3.1 above may be temporarily relaxed by the HOA at any time at its sole discretion in order to accommodate an accredited security contractor to the Estate who is unable to provide such armed response service to individual residences. Affected residents will be informed of the cancellation of such temporary relaxation and will be given adequate notice period to make alternative arrangements in order to restore the provisions of Rule 6.3.1.
- 6.3.3. A resident may, at his own expense, post a security officer on his premises from the accredited security company as appointed by the HOA.
- 6.3.4. Residents are requested to inform the Estate Manager if they employ such a person.
- 6.3.5. Residents may not refuse access to their property if any form of maintenance (preventative or current) must be carried out to the perimeter wall or security related equipment such as the electric fence. Where possible, residents will be forewarned of such maintenance.
- 6.3.6. Repairs and maintenance times will be coordinated with the Estate Manager. Residents must be co-operative regarding any electric fence/wall related issues, as damages or destruction thereof poses a major security risk and impacts on all residents within the Estate.

7. ACCESS CONTROL

7.1. Residents

- 7.1.1. Residents must register themselves for access to the Estate via the electronic access systems at the Estate Manager's office at the Clubhouse.
- 7.1.2. Residents who enter the Estate without using the electronic access system will be handled as visitors.
- 7.1.3. The Board is authorised to determine the conditions under which access to the Estate is granted.

7.2. Visitors to Residents

- 7.2.1. All visitors to residents will be required to provide the name & address of the resident they are visiting before entry will be granted. The name/address of the resident must be verified on the master list posted in the gatehouse;
- 7.2.2. Visitors will only be allowed to enter the Estate if the resident has been contacted by the guards and gave permission for entry.

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- 7.2.3. Visitors who are unable to identify the resident they wish to visit will be refused entry to the Estate.
- 7.2.4. All visitor names, vehicle registration numbers and contact telephone numbers must be recorded before entry is granted.

7.3. Other Visitors

- 7.3.1. Prospective buyers will only be allowed into the Estate if accompanied by the accredited estate agent who must provide positive identification and their Estate Agent accreditation.

7.4. Domestic workers/Domestic Spouses/Gardeners (full time)

- 7.4.1. The permanent and casual staff of residents (such as house-keepers and gardeners) will only be granted entry to the Estate if they are in possession of an Estate access permit and a copy of their ID document or valid passport and work permit has been lodged with the Estate Manager by the resident/owner.
- 7.4.2. There will be a maximum of 3 permanent live-in domestic workers per stand. HOA written approval is required if more live-in domestic workers are required by an owner.

7.5. Tenants, Visitors, Contractors and Employees

- 7.5.1. Should any owner let his property, he shall notify the HOA in writing in advance of occupation, the name of the lessee, and the period of such lease. The owner shall inform the lessee of the Rules of the Estate before occupation.
- 7.5.2. The occupants of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Rules.
- 7.5.3. All owners must ensure that contractors in their employ have signed the Contractors Rules prior to commencement of work, and that they adhere to the stipulations of the contract at all time.
- 7.5.4. All contractors and their staff are required to present valid photo-ID documents (RSA identity document, or passport with legal work permit) before they will be allowed to enter the Mooikloof Glen Estate. Contractor must provide the name & address of the owner/site before access will be granted. The name/address of the site owner must be verified on the master list posted in the guardhouse.
- 7.5.5. Contractors are only allowed to be present on the Estate during the hours prescribed in the Contractors Standard Code of Conduct as documented in Appendix A.
- 7.5.6. Contractors will only be allowed to work on a site in the Estate outside these hours if prior arrangements have been made by the site owner and the contractor with the Estate Manager who will inform the security contractor accordingly.
- 7.5.7. Contractors and their employees will be issued with a numbered access card that must be kept secure at all times while on site, and must be returned at the guardhouse when leaving the Estate.
- 7.5.8. Owners of stands where building construction is taking place must notify the Security service provider of the contact details of the person (owner, project manager, etc.) who should be contacted by the Guardhouse to grant access by general contractors to building construction sites.

- 7.5.9. All contractor names, ID numbers and vehicle registration numbers must be recorded before entry is granted.

8. CLUBHOUSE AND COMMUNAL FACILITIES

8.1. General

- 8.1.1. The use of the Clubhouse and communal facilities is open for use by all residents. The use of the facilities is encouraged as it will add to the recreational value of Mooikloof Glen. Use of the facilities will be at own risk.
- 8.1.2. The use of the clubhouse and communal facilities, including any sporting facilities and equipment will be in accordance with the Clubhouse Rules of Mooikloof Glen, as contained in Appendix D.

9. LETTING AND RESELLING PROPERTY

9.1. Restrictions

- 9.1.1. The concept of this Estate imposes certain restrictions on the manner in which estate agents may operate therein. In order that the rules applicable to the Estate which regulates property ownership and occupation of the premises are made known to new residents, the following rules relating to the re-sale or letting property shall apply.
- The agent and the owner must ensure that the buyer and/or tenant is informed of and receives a copy of the HOA Rules and Regulations, so that these Rules are attached as an annexure to any deed of sale or lease agreement.
 - A Clearance Certificate must be obtained from the Home Owners Association prior to any sale transfer of the property. This will only be issued, if all outstanding debt to the Estate has been paid (e.g. levies, fees or fines, etc).
 - No property may be let or utilized for the purpose of a commune.

9.2. Re-Sales

- 9.2.1. The purchaser acknowledges that he/she becomes a member of the HOA upon registration of the property into his/her name to and agrees to do so subject to the Memorandum and Articles of Association of the section 21 Company.

9.3. Lease

- 9.3.1. Before any persons are allowed to rent a property in Mooikloof Glen, a SAPS criminal clearance check shall be completed by the owner and submitted to the HOA. If a criminal record is detected for serious or repeat offences, residence of the property by the lessee shall be denied by the HOA.
- 9.3.2. The Lessee acknowledges that, upon occupation of the leased premises, both him/her and their family, his/her visitors and employees shall adhere to all rules and regulations as contained in this document.
- 9.3.3. Where tenants continuously breach the rules of the Estate, the owners can be requested to terminate the lease agreement and or be held liable for the maximum fine allowed under the HOA rules. This clause must be written into the lease agreement.

9.4. Accreditation of Estate Agents

- 9.4.1. Estate agents should apply for accreditation with the HOA. No owner may appoint a non-accredited estate agent.
- 9.4.2. A list of approved estate agents will be published at the Clubhouse.

10. GENERAL

10.1. Name Boards

- 10.1.1. Residents and/or owners, who would like to name their properties, may do so, by attaching lettering and or plaques to the perimeter wall directly adjacent to the main gate or entrance to the stand.
- 10.1.2. No Perspex, composite materials, degradable materials, plastics, painted boards akin to advertisement boards (not applicable to shape and artistically presented painted boards), untreated wooden boards or rough wood lettering will be allowed.
- 10.1.3. Bronze lettering or plaques are preferred. Ceramic lettering, pottery and concrete ornamental murals are acceptable.

10.2. Levies

- 10.2.1. Levies are raised on all stands in the Estate in amounts as determined by the Directors of the HOA from time-to-time in order to defray the expenses of the HOA, more fully set out in the Memorandum and Articles of Association.
- 10.2.2. All levies are due and payable in advance to the trust account of the appointed managing agents on the first day of each and every month. Interest will be levied on payments received in the account of the managing agent after the 7th of the month.
- 10.2.3. Interest will be raised on all arrear accounts, at the maximum rate allowed by the Usury Act.
- 10.2.4. Further penalties or legal action, to be determined from time to time, will be imposed on owners with accounts in arrears for 30 days or longer.
- 10.2.5. The Home Owners Association shall be entitled to recover all legal costs incurred on the attorney and own client scale.
- 10.2.6. No clearance certificates will be issued unless all outstanding Levies and Special levies has been paid in full.
- 10.2.7. The administration of the Estate is solely the responsibility of the elected Directors of the HOA. They may decide to delegate certain or all of the managerial powers to the Estate Manager or an appointed Managing Agent.

10.3. Fines

- 10.3.1. The HOA has the right to introduce and enforce payment of fines against transgressors of any of the rules and regulations contained in this document or its annexure or amendments.
- 10.3.2. All prescriptions not adhered to, whether indicated as carrying a fine or not, will be subject to a fine (see appendix B).

- 10.3.3. Persistent transgression of rules and regulations may result in higher fines or legal action being taken by the Board to interdict an owner to refrain from further transgression, or to seek alternative legal relief.
- 10.3.4. The Estate Manager may impose any fine referred to in these rules and regulations and may delegate such authority to any employee of the HOA with the written permission of the Board of Directors.
- 10.3.5. The Directors have the right to fine transgressors where any of the rules as stipulated by the HOA from time to time have been broken or infringed upon.
- 10.3.6. All fines will form part of the levy and shall become due and payable on the due date of payment of the levy.
- 10.3.7. The Home Owners Association shall be entitled to recover all legal costs incurred on the attorney and own client scale.

10.4. Notices, Decisions and Appeals

- 10.4.1. No resident/owner may refuse receipt and/or delivery of any notices in terms of the rules and regulations. Refusal will result in the placement of the notice in the normal fashion, in attachment to the gate and/or front door of the abode. This will be deemed sufficient notice of the issue of such notices.
- 10.4.2. In the event of appeals or contesting of the facts relating to any fine imposed it will be dealt with at the first Board meeting subsequent to receiving such written representation.
- 10.4.3. Estate Manager written representation must be addressed to the Board which appeal or defence will be dealt with at the first Board meeting subsequent to receiving such written representation.
- 10.4.4. The decision of the Board of Directors is final and no further appeal is allowed thereafter.
- 10.4.5. Urgent Messages from the HOA will be sent via email or sms.
- 10.4.6. It is the responsibility of each homeowner to make sure that his/her details are correct with the HOA and with the Managing Agents to ensure receipt of e-mails and or sms's.

10.5. Newsletter

- 10.5.1. A community newsletter will be published from time to time via email and on the website of the HOA to advise owners and residents of events and happenings within the Estate and surrounding areas.
- 10.5.2. Owners, residents and advertisers are invited to participate by contribution any newsworthy items by way of editorials. Such should be submitted to the Estate Manager/Editor for incorporation subject to suitability of content and space availability.
- 10.5.3. No advertisements by way of leaflets, pamphlets, etc. may be exhibited or distributed at the Gatehouse or within the Estate, but such can form part of or be included in the Newsletter.

11. BUILDING DEADLINES

11.1. Building Periods and Penalty Levies

- 11.1.1. In accordance with the deed of transfer, owners of stands in Mooikloof Glen are obliged to commence with the erection of buildings within two years of the date of first transfer as registered at the deeds office, and to complete such building work within 12 months after expiry of the two-year period.
- 11.1.2. The HOA reserves the right to levy penalty levies in addition to the normal levies on undeveloped stands as per the schedule below:
- 11.1.2.1. Penalty Levy Schedule
- 1 year after the 3-year period: 1x the normal levy plus the normal levy,
 - 2 years after the 3-year period: 2x the normal levy plus the normal levy,
 - 3 years after the 3-year period: 4x the normal levy plus the normal levy,
 - 4+ years after the 3-year period: 9x the normal levy plus the normal levy.
- 11.1.3. The penalty levy increase will apply to both normal and special levies. Should an owner commence building, then penalty levies will be suspended for a maximum period of 12 month from the date that building commences.
- 11.1.4. Commencement of building will be defined by the payment of a building deposit by the Owner to the HOA after building plans were approved by the HOA. The HOA will only approve building plans once all normal levies and penalty levies are fully paid up.
- 11.1.5. Completion of building will be defined by the submission of an occupancy certificate submitted to the HOA. Penalty levies will only be suspended once per stand and NOT once per owner of the stand.

APPENDIX A: CONTRACTORS/OWNER BUILDER STANDARD CODE OF CONDUCT

1. Introduction

- 1.1. Certain rules relating to building contractor and / or activity on the Estate have been adopted by the Mooikloof Glen Home Owners Association (HOA), the legal representative of residents and property owners at Mooikloof Glen.
- 1.2. The primary intention of these rules is to ensure that all building activity at Mooikloof Glen is conducted with the minimum of inconvenience and disruption to residents
- 1.3. In the event of any queries in this respect, residents and/or their contractors are most welcome to contact the HOA appointed Estate Manager.

2. Legal Status

- 2.1. The rules and regulations governing building activity as set out in this document are binding on all residents, their contractors and sub-contractors.
- 2.2. Furthermore, all residents are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly complied with.
- 2.3. Residents are accordingly required to include these rules in their entirety in any building contracts concluded in respect of any property on the Estate. Such contracts may be required to be submitted to the HOA for prior approval.
- 2.4. The HOA has the right to suspend any building activity in contravention of any of the conditions and does not accept any losses sustained by a resident or contractor or sub-contractor as a result thereof, or any claims for damages of whatsoever nature.

3. Site Preparations

Before any physical construction may commence, the HOA requires that:

- 3.1. A proper water connection is installed on site by an approved contractor.
- 3.2. The owner and the builder/project manager have had a meeting with the Estate Manager to discuss and sign the code of conduct.
- 3.3. An approved site toilet (chemical toilet), has been installed in a position as approved by the Estate Manager. The entrance to the toilet must be screened. Connection of these temporary toilet facilities to the main sewage system is strictly prohibited.
- 3.4. The Building Performance Deposit of R3000.00 (Three Thousand Rand) has been paid into the trust account of the HOA held with the Managing Agent.
- 3.5. All outstanding levies are paid in full.
- 3.6. A builder's board has been erected on the stand and not on the sidewalk or any other area other than the stand where construction will take place. No other boards, e.g. subcontractor boards etc. will be allowed.

4. Building Performance Deposit

- 4.1. The building performance deposit shall be released, subject to the submission to the HOA/Administrator of a Local Authority's Certificate of Completion and Occupancy and shall only be refunded once these documents are correctly completed and submitted. The amount

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of R1000.00 will be retained by the HOA from any refund for the purposes of the architect fees for the approval of building plans to comply with the architectural guidelines.

- 4.2. The building performance deposit will be used in the event, if there is a breach on non-performance to remove rubble or make good any damage caused by the contractor or his sub-contractors of suppliers, including kerbing, landscaping, community services, roads, irrigation etc. and for any outstanding spot fines.
- 4.3. The HOA reserve the right to prevent the occupation of any houses if the above is not fully complied with.

5. Conditions regarding building contractors

Unless otherwise agreed by the HOA or its appointed representative:

- 5.1. Construction hours are as follows:

Monday to Saturday: 07h00 to 18h00 in summer (1 Sep – 30 Apr)

07h00 to 17h30 in winter (1 May – 31 Aug)

Sundays: No construction activity may take place

Public Holidays: No construction activity may take place

- 5.2. Deliveries:

Monday to Friday: starting from 07h00 to 17h00 and on Saturdays 07h00 to 13h00. No deliveries may take place on Sundays or on public holidays unless prior approval has been given by the Estate Manager.

Furniture deliveries will be exempted.

No deliveries of construction materials will be allowed after 17h00 from Monday to Saturday, and at no times on Sundays and Public holidays.

Supplies must be scheduled for these official working hours.

The driver and any helping workers must be in the possession of legal valid South African ID documentation.

- 5.3. Only single unit delivery trucks up to a maximum weight of 20 tons may enter the Estate.
- 5.4. No articulated trucks will be allowed to deliver any material on the site. In the unlikely instance where longer/bigger trucks need to come onto site, (e.g. long trusses) special arrangements must be made with the Home Owners Association/Estate Manager.
- 5.5. The Main-Contractor/Owner/Builder shall provide facilities for rubbish disposal and ensure that the workers use the facility provided. Rubbish and rubble shall be removed regularly and may not be burnt or disposed of anywhere on the Estate. Dumping of rubble/refuse and garden refuse on adjacent stands or pavement is strictly prohibited. Residents must ensure that such rubble/refuse and garden refuse are disposed of at the Municipal Dumping site. (Closest dumping site – Delmas Road)
- 5.6. The contract site is to be kept clean as prescribed. If the contractor fails to keep the site clean and tidy, (within reason), such a contractor may be prohibited from entering the Estate until such a time that the site is properly cleaned.
- 5.7. Materials off-loaded by a supplier, which encroaches onto the sidewalk or roadway, must be moved onto the site/stand by the Contractor/Owner Builder. Material and/or rubble must not be allowed to remain on the roadway or sidewalks and it is the Contractors and Owners

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responsibility to clear these areas of all such materials and/or rubble. The same applies to sand or rubble washed or moved onto the road during building operations.

- 5.8. Builders Boards are to be erected on the site not on sidewalks. Sub-Contractor's boards are not permitted. All boards must be removed after completion of construction.
- 5.9. Fines shall be levied by the HOA for Contractors/owner/ Builder and Delivery vehicles, which spill material en-route, damage roadways, kerbs, plants, sidewalks and/or private or Estate property, stain tarmac and generally create nuisance within the estate and/or not adhering to any of the rules as prescribed by the HOA.
- 5.10. Should the HOA have any reservations with regard to the conduct of the Contractor / owner Builder and/or sub-contractor, the HOA reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice, and free of recourse from the owners and/or contractor.

6. Access Control for Contractors

- 6.1. Contractors are only allowed to be present on the Estate on Mondays to Saturdays between the hours 07h00-18h00 in summer (1 Sep – 30 Apr) and 07h00-17h30 in winter (1 May – 31 Aug). Any workers found on the estate without special permission from the Estate Manager after the contractors' working hours will be removed from the Estate and his permit will not be renewed.
- 6.2. Contractors will only be allowed to work on a site in the Estate outside these hours if prior arrangements have been made by the site owner and the contractor with the Estate Manager who will inform the security contractor accordingly.
- 6.3. No construction will be allowed between 16 December and 01 January. Gardeners will however be allowed during this period.
- 6.4. In the event that illegal workers are apprehended on the Estate, that contractor's employees in totality can be denied access to the Estate.
- 6.5. All contractors and their staff are required to present valid photo-ID documents (RSA identity document, or valid passport with legal work permit) before they will be allowed to enter the Mooikloof Glen Estate. Contractor must provide the name & address of the owner/site before access will be granted. The name/address of the site owner must be verified on the master list posted in the guardhouse.
- 6.6. Contractors and their employees will be issued with a numbered access card that must be kept secure at all times while on site, and must be returned at the guardhouse when leaving the Estate.
- 6.7. Contractors and their staff must be transported by vehicle between the building site and the Gatehouse. No persons are allowed to walk on the roads between building sites or from building sites to the Gatehouse.
- 6.8. Contractors and their staff are not allowed under any circumstances to sleep overnight on their worksite or anywhere else on the Estate.
- 6.9. All contractor names, ID numbers and vehicle registration numbers must be recorded before entry is granted.
- 6.10. All workers have to get off the vehicle when entering or leaving the estate for the purpose of body counting and checking and verifying the permits.

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7. General

- 7.1. No goods may be removed from the Estate before 07h00 or after 17h30 hours.
- 7.2. Speed limit is 40 km/h is applicable for all vehicles and should be strictly adhered to. Contractor vehicles must be legally licensed and in a roadworthy condition. Reckless driving is strictly prohibited. Driving of a vehicle on any property other than the worksite is strictly prohibited, unless prior arrangement has been made with the Estate Manager.
- 7.3. No open fire is allowed on any building site or vacant stand other than for cooking purposes on a building site.
- 7.4. Contractors will be held liable for any damage caused by any action of a contractor and/or his staff to any Estate facilities (roads, perimeter walls, security fence, gates/booms, clubhouse, sewage system, water/electrical reticulation system, street lighting).
- 7.5. The Homeowners Association of Mooikloof Glen reserves the right to grant entry to any contractor and/or his staff.
- 7.6. The Homeowners Association of Mooikloof Glen reserves the right to amend these contractor rules at any time.
- 7.7. This document must be fully understood and accepted by the Contractor/Owner and /or any sub-contractor and they must undertake to comply with these rules, in addition to any further rules and regulations, which may be introduced by the HOA from time to time.
- 7.8. The HOA have the right to introduce and enforce payment of fines against Home Owners, their contractors and/or sub-contractors with respect to any contravention of the any of the rules and regulations contained in this document or its annexure or amendments.
- 7.9. All prescriptions not adhered to, whether indicated as carrying a fine or not, will be subject to a fine as per Appendix B
- 7.10. The Home Owners are finally responsible to the HOA to pay the Contractors fines on their behalf.
- 7.11. These fines have to be paid together with the next month's levy.
- 7.12. It is up to the Owner to recoup these amounts from the contractor. If these fines are not paid timeously, the HOA has the right to refuse the contractor and his workers entry to the Estate.
- 7.13. All contractors shall be obliged to sign the Standard code of Conduct applicable to the Estate.
- 7.14. This signed copy has to be handed to the Estate Manager or the HOA.

Signed By:

Owner: _____

Contractor/project manager: _____

Estate Manager: _____

Date: _____

APPENDIX B: LIST OF DEFINED OFFENCES AND FINES

1 Introduction

Certain fines will be imposed as laid out per the Conduct Rules/ Good Neighbourliness. These offences are listed for easy reference. These are first offences fines:

	OFFENCE	FINE
1.1	Contravention of noise/repairs and maintenance/driving quad bikes and motorcycles after the allowed time (Rule 5.3.4)	R 500
1.2	Not Removing of pet excrement in public areas and or pavement (Rule 5.5.4)	R 150
1.3	Loose roaming pets (Rule 5.5.7)	R 150
1.4	Dumping of building material/refuse/and garden refuse (Rule 5.6.4)	R 1000
1.5	All prescriptions not adhered to by residents (Rule 9.3.2)	R 150
1.6	Contravention of rule 6.7 against workers transport between site and Gatehouse	R 1000
1.7	Contravention of rule 6.8 against workers sleeping on site overnight	R 5000
1.8	Contravention of rule 7.2 against speed limits and driving off-site	R 1000
1.9	Contravention of rule 7.3 against open fires	R 5000
1.10	All other prescriptions not adhered to by contractors and sub-contractors (Rules 5.3, 5.4, 5.9, 6.1, 6.3, 6.4) - 1 st Offence	R 500
1.11	All other prescriptions not adhered to by contractors and sub-contractors (Rules 5.3, 5.4, 5.9, 6.1, 6.3, 6.4) - Second and all subsequent offences	R 1000

APPENDIX C: ARCHITECTURAL GUIDELINES

MOOIKLOOF GLEN ESTATE ARCHITECTURAL GUIDELINES

1. PROCEDURE TO BE FOLLOWED FOR THE APPROVAL OF BUILDING PLANS

- 1.1. Site development plans, sketches of the proposed floor plans and the elevations of buildings shall be submitted to the Homeowners Association or its appointed agent for its consideration of conceptual design principles.
- 1.2. Detailed design drawings shall be prepared so as to comply with the conditions of approval issued by the Homeowners Association.

2. TOWN PLANNING CONTROLS

The owner must comply with all the local town planning controls

3. TIME LIMITS FOR CONSTRUCTION

The construction of improvements shall begin within two years from the date of first registration and completed 12 months thereafter.

4. PROHIBITED BUILDING MATERIALS

- 4.1. Unpainted plaster of un-plastered stock brick walls
- 4.2. Unpainted/galvanised metal sheeting
- 4.3. Precast concrete walls
- 4.4. Wood panel fencing or wire fencing
- 4.5. Razor wire, security spikes, electric fences or similar features
- 4.6. Steel carports

5. ROOFS

Roof pitch: mono-pitch and flat mixed. No flat roof only designs will be allowed.

6. WALLS

Plastered and painted

7. WINDOWS

Timber or aluminium

8. MINIMUM SIZE

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The dwelling erected on the erf shall be a minimum size of 350 m².

9. HOMEOWNERS ASSOCIATION

Additional conditions may be imposed by the Homeowners Association as it deems fit.

10. BUILDING PLANS AND SIGHT DEPOSIT

On date of lodgement of building plans with the Architectural committee of the homeowners Association, the owner will pay a fee of R3 000.00 (three thousand Rand), of which R2 000.00 is a sidewalk deposit, to be refunded to the owner on date of completion of the building project and R1 000.00 for purposes of the architect's fees for approval of the plans.

11. SECOND DWELLINGS

Second dwellings on the Estate will only be considered by the Local Municipality in the event where they are connected to the first dwelling and both dwellings share existing services installed on the stand and the second dwelling may not exceed 200 m².

12. SITE MAINTENANCE

The Purchaser hereby undertakes from date of transfer to maintain and keep his property in good order which shall include but not be limited to the cutting of grass and removal of exotic species as per the guidelines of the Department of Agriculture, Conservation and Environmental Affairs.

APPENDIX D: CLUBHOUSE RULES

RULES RELATING TO THE USE OF THE CLUBHOUSE AND COMMUNAL FACILITIES

1. COMMUNAL USE OF THE CLUBHOUSE

The use of the Clubhouse and communal facilities is open for use by all residents, unless when the Clubhouse has been leased for private use by a resident. The communal use and private use of the facilities are subject to the same rules.

2. BOOKINGS FOR PRIVATE USE

Only the owner of a property may book the Clubhouse for private functions. No commercial activities are allowed during private bookings of the Clubhouse.

A written application should be made at the Estate Manager's Office. The application should state the following:

- Full names of the owner;
- The address of the owner;
- Date and time of the function;
- Nature of the function (e.g. birthday party);
- Number of guests that will be attending.

The owner will be required to sign a declaration form taking full responsibility for damage to the Clubhouse and/or any other property on the Estate caused by the lessee or any of his/her guests.

The owner will be required to sign an indemnity form.

The Clubhouse will be allocated on a 'first come first serve' basis for private use.

The tennis court and gymnasium cannot be exclusively booked for private use.

The decision for the renting of the Clubhouse rests with the Board of Directors and the Board of Directors' decision will be final.

The Clubhouse fee to be determined from time to time by Board of Directors, is payable upfront to secure the booking.

3. LIABILITY OF LESSEE/USER FOR DAMAGE TO PROPERTY

The lessee/user shall be liable and shall compensate for any breakage or other damage of whatever nature to the Clubhouse, furniture, equipment or any other property being found to be defective, damaged or broken. Should the lessee/user find anything to be broken or defective prior to the start of the function, it shall be pointed out by the lessee/user to the Estate Manager before being used, failing which, all shall be considered as being in good and working order.

The lessee/user takes full responsibility for the behaviour of his/her guests and any damage, loss or breakages by any of his/her guests will be the responsibility of the lessee/user.

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After every function, the Clubhouse shall be inspected by the Estate Manager and the lessee/user or anyone authorized by the lessee/user to act on his/her behalf, and any damage or loss shall be noted.

4. MOOIKLOOF GLEN HOME OWNERS ASSOCIATION NOT LIABLE FOR ANY LOSS INCURRED BY LESSEE/USER OR MEMBERS OF THE PUBLIC OR FOR ACCIDENTS OR DEFECTS OR FAILURES

The Mooikloof Glen HOA, the Board of Directors and/or any Director in his/her personal capacity shall accept no responsibility whatsoever in respect of any damage to or loss of any property, articles or goods of whatever nature placed or left upon the premises by the lessee/user or any of his/her guests, or for injuries to or the death of any person, or damage to any clothing or persons entering the Estate or making use of the equipment or facilities on the premises. It shall be an explicit condition that the lessee/user indemnifies the HOA, the Board of Directors and/or any Director in his/her personal capacity against any claim made by the lessee/user or any of his/her guests on any ground whatsoever.

The lessee/user shall further indemnify and hold harmless the HOA, the Board of Directors and/or any Director in his/her personal capacity from and against any claim against a judicial order, damages or otherwise and for costs including attorney and client costs, which may be instituted by reason of any infringement by the lessee/user and/or any of his/her guests while using the Clubhouse. It is the responsibility of the lessee/user to ensure that all Municipal by-laws, Regulations and/or any other legislation are adhered to.

5. ADMISSION OF GUESTS

The lessee/user shall provide the guards at the gate with the names of all guests in order for guests to be allowed into the Estate. These procedures are however dependant on Security procedures which may change from time to time.

6. OTHER CONDITIONS

The Clubhouse shall be let to the lessee or made available for communal use on the explicit understanding that no overcrowding will take place. The maximum number of persons that will be allowed is 50 people.

Only with the permission of the Board of Directors and then only at such places as the Board of Directors may direct shall sign boards, posters, notices, decorations, flags, emblems, balloons, etc. be allowed to be placed at the Clubhouse or any other public place within the Estate.

Smoking inside the Clubhouse or in the doorways of the Clubhouse is strictly prohibited.

No fires (including 'gas or electric braais') will be allowed in the Clubhouse. Fires will only be allowed in the built-in braai or in the lounge fireplace.

Noise levels should be kept to a minimum so as not to create a nuisance to other persons in the Estate.

No music or noise shall be heard beyond the boundaries of the Clubhouse between the hours of 22:00 to 8:00 on Mondays to Thursdays as well as Sundays. On Fridays and Saturdays, these times are 00:00 to 9:00.

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Under no circumstances will any fireworks be set off at the Clubhouse or within the boundaries of the Estate.

No guests who are not residents of the Estate will be allowed unaccompanied by the lessee/user in other public places on the Estate.

7. FINES AND PENALTIES

Should the lessee or any of his/her guests contravene any of the Rules and Regulations of the Estate or any condition set out in this document, the lessee will be fined an amount of R1 000. In the event of the contravention of any Municipal by-laws, Regulations or any other legislation, the Board of Directors and/or the Estate Manager may bring criminal charges against perpetrators.

8. SPORTING EQUIPMENT AND FACILITIES

Residents and visitors must at all times adhere to the Rules pertaining to the use of the sporting equipment and facilities. These facilities include, but are not limited to the use of the swimming pool, tennis court and gym. These Rules can be obtained from the Estate Manager.