



## **Annexure A CONDUCT RULES**

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### **1. CONDUCT RULES / GOOD NEIGHBOURLINESS PROCESS**

#### **1.1. USE OF THE STREETS**

- 1.1.1 All traffic rules that apply to South African Roads apply to Mooikloof Glen estate.
- 1.1.2 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.
- 1.1.3 Parking on the road surface and neighbouring pavements is prohibited.
- 1.1.4 The speed limit is restricted to 40 km/h, throughout the Estate.
- 1.1.5 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.
- 1.1.6 Only licensed drivers or minors accompanied by an adult may operate and drive engine powered vehicles in the streets on the Estate (see paragraph 1.3.4 and 1.1.9).
- 1.1.7 Pedestrians will frequently cross streets on the Estate and have the right of way. Motorists are reminded always to approach crossings with caution.
- 1.1.8 Cyclists must adhere to all the rules of the roads as well as these rules regarding road usage.
- 1.1.9 The use of any vehicles that are not licenced and certified as road worthy, on the streets and pavements of the Estate, are prohibited.

- 1.1.10 The Board, through its authorised representatives, has the authority to apprehend and fine motorist who disregard the rules of road use contained herein.

## **1.2 BUSINESS RIGHTS**

- 1.2.1 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, inter alia, auctions and jumble sales.
- 1.2.2 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.
- 1.2.3 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.
- 1.2.4 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?
  - 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?
- 1.2.5 The Board's decision is final and no appeal is possible.
- 1.2.6 Notwithstanding the decision by the HOA to approve a business or not, no commercial vehicle of any kind may be housed by anyone within the estate. This includes but is not limited to busses, trucks, commercial and construction vehicles, earth moving vehicles, etc.
- 1.2.6 All business operations must adhere to the criteria and conditions as specified by the HOA and to local municipal by-law and regulations.

## **1.3 NOISE**

- 1.3.1 The volume of music, electronic instruments and noise in general must be kept at a level so as not to create any nuisance to neighbours.
- 1.3.2 Parties & social gatherings or gatherings of general nature must be conducted with a minimum of noise generation (see 1.3.1 above) and no music or noise caused by

merrymaking shall be heard beyond the boundaries of the applicable stand between the hours of 21h00 and 08h00 in weekdays and 23h00 and 08h00 on weekends. Complaints from neighbours in this regard will be handled by the HOA as a matter of priority.

- 1.3.3 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.
- 1.3.4 The use of power saws, lawnmowers and the like or the use of quad bikes or off-road motorcycles (see paragraph 1.1.9) should only be used between the following hours:
  - 1.3.5 Monday – Saturday 07h00 – 19h00 in summer (1 Sep – 30 Apr) and 07h00 – 18h00 in winter (1 May – 31 Aug).
  - 1.3.6 Sundays and the 25th of December is regarded as family days and therefore the use of power equipment is prohibited during the said days.
  - 1.3.7 Contravention of any of the above provisions shall be punishable by a fine as per Annexure F.

#### **1.4 FIREWORKS**

- 1.4.1 Fireworks, and so-called Chinese Lanterns, are prohibited and may not be set off within the boundaries of the Estate.
- 1.4.2 Criminal charges may be brought against perpetrators and an internal fine as per Annexure F.

#### **1.5 PETS AND OTHER ANIMALS**

- 1.5.1 Pets and animals may not cause a disturbance or be a nuisance to neighbours, and must be housed under clean and hygienic conditions at all times.
- 1.5.2 Animals other than domestic pets may not be kept on the Estate without the written permission of the HOA.
- 1.5.3 Slaughtering of animals on the Estate for any reason whatsoever, is strictly prohibited.
- 1.5.4 Horses must be stabled in properly constructed stables that conform to the general architectural guidelines of the Estate (see Annexure D).
- 1.5.5 Any approval granted in respect of rule 1.5.2 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 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.

- 1.5.6 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 / animal.
- 1.5.7 Every pet should preferably wear a collar with a tag or other identification device indicating the name, telephone number and address of its owner.
- 1.5.8 No pets are allowed to roam the streets.
- 1.5.9 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.
- 1.5.10 The HOA reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.
- 1.5.11 The owner will be responsible for any damage or injury caused to property/persons/other animals within the Estate by his/her pets.

#### **1.6 ENSURING A PLEASING STREETScape**

- 1.6.1 Roads, Gatehouse, security and communications infrastructure, the Clubhouse, Estate entrance and the external perimeter walls are all common property.
- 1.6.2 Pan-handles are the collective responsibility of the stand owners of which the pan-handle forms part of. Construction and maintenance are subject to the HOA guidelines and approval.
- 1.6.3 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.
- 1.6.4 Building materials may under no circumstances be dumped on common property.
- 1.6.5 In the case of an owner changing their entrance, the previous entrance needs to be repaired to resemble the rest of the sidewalk.
- 1.6.6 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 owner.
- 1.6.7 No Wendy houses, containers or tool sheds, shade netting or any other temporary structures may be erected without the approval of the HOA.

- 1.6.8 Stands (including vacant stands and sidewalks) must always be maintained in a clean, neat and tidy condition to the reasonable satisfaction of the HOA Board, having regard to the high standard of maintenance applied throughout the estate.
- 1.6.9 All buildings, walls, garden fences, screen walls and similar features installed by residents must be maintained in a neat and serviceable order and condition.
- 1.6.10 Landscaping must be implemented up to the kerb and maintained in a neat and tidy manner.
- 1.6.11 Lawns shall be mowed regularly and maintained. Weed growth in lawns shall not be visible from the street.
- 1.6.12 Gardens shall be maintained in such a manner so that untidy lawns/gardens and weed growth is not visible from the street. This includes any part of a garden visible from the street.
- 1.6.13 Failure to affect the necessary maintenance timeously will entitle the HOA Board to carry out the work, the cost of which will be debited to the owner's levy account.
- 1.6.14 Penalties on the above are set out in Annexure F – List of Defined Offences & Fines Clause 1.9

## **1.7 Electricity Supply**

- 1.7.1 A stand is supplied with 3 phase power 40 amps per phase. The receiving distribution board in the development must have a reciprocal 3 phase 40 amps per phase breaker set installed with a lower "D" curve.
- 1.7.2 No person may in any manner or for any reason whatsoever tamper with or bypass the external electrical reticulation in the estate.
- 1.7.3 Such tampering with or bypassing of the power supply is deemed dangerous and will carry a fine of R5 000.00 which will be debited to the owners levy account.
- 1.7.4 The estate's electrical service provider, can be contacted should access to the system be required. They will dispatch a qualified technician to assist.

## **1.8 GENERAL RULES**

- 1.8.1 Washing lines, dust bins and water tanks should be screened or aesthetically acceptable to neighbouring properties.
- 1.8.2 Refuse, refuse bins, etc may not be placed on the pavement except on official collection days.

- 1.8.3 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.

## **1.9 ENVIRONMENTAL MANAGEMENT**

- 1.9.1 No rubble or refuse may be dumped or discarded in any public or common areas, including streets, sidewalks, or vacant stands.
- 1.9.2 Residents and their guests are urged to leave any common areas they visit in the same or improved condition than that it was found. Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.
- 1.9.3 Fauna of any nature may not be intentionally chased, trapped or harmed in any way, in any area of the Estate.
- 1.9.4 HOA shall maintain trees, plants and shrubs, planted at the Clubhouse and gatehouse.
- 1.9.5 Residents should ensure that declared noxious flora are not planted or allowed to grow in their gardens.
- 1.9.6 Swimming pool water may not be emptied into the sewerage system and should be disposed of into a stand or the street.
- 1.9.7 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 has been dispatched to the stand owner.
- 1.9.8 Floodlights must be adequately screened so as not to cause discomfort to neighbours.
- 1.9.9 The HOA will take no responsibility for claims for damages of whatsoever nature.

## **1.10 SEWERAGE SYSTEM**

- 1.10.1 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.
- 1.10.2 Do not dispose of abnormal solids or harmful chemicals into the system.

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**1.11 COMPLAINTS/ARBITRATION (USE AS GUIDELINE FOR DISPUTE RESOLUTION)**

1.11.1 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.

1.11.2 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.
- 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.

**2. SECURITY**

**2.1 GENERAL**

2.1.1 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.

2.1.2 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.

2.1.3 Residents, those in their employ and visitors 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.

- 2.1.4 The provisions of Clause 2- “Security” and Clause 3 – “Access Control” will be subject to the content of the Security Guidelines – “Annexure B” as determined by the Board from time to time.

## **2.2 MAIN GATE**

- 2.2.1 Security protocol at the gates must be adhered to at all times.
- 2.2.2 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.
- 2.2.3 The Security guidelines for permanent workers of Owners must be conscientiously enforced by every owner with respect to people in his/her employ.
- 2.2.4 All owners must ensure that contractors in their employ adhere specifically to the security stipulations of the Security guidelines and Contractors Rules.
- 2.2.5 Security is an attitude; be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious person’s not displaying identification as per Security Guidelines and reporting it to the security guards to investigate.
- 2.2.6 No property may be secured with razor wire or similar fencing during or after the construction period.
- 2.2.7 Residents adjacent to the perimeter wall are responsible for keeping the electrified fence clear of any overgrowth from within their property.
- 2.2.8 Residents adjacent to the perimeter wall fence must advise any visitors of the dangers pertaining thereto.
- 2.2.9 No resident may give instructions to Security Personnel.
- 2.2.10 Access tags issued to owners may not be utilized by anyone other than the Home Owner that it has been issued to.

## **2.3 HOUSE ALARMS & ARMED RESPONSE**

- 2.3.1 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.



- 2.3.2 The provisions of Rule 2.3.1 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 2.3.1.
- 2.3.3 A resident may, at his own expense, post a security officer on his premises from the accredited company as appointed by the HOA.
- 2.3.4 Residents are requested to inform the Estate Manager if they employ such a person.
- 2.3.5 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.
- 2.3.6 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.

### **3. ACCESS CONTROL**

#### **3.1 RESIDENTS**

- 3.1.1 Residents must register themselves for access to the Estate via the electronic access systems at the Estate Manager's office at the Clubhouse. The Document is titled "Security Application Form" and apart from being available at the Estate Managers Office is also available for download / print on the website- [www.mooikloof-glen.co.za](http://www.mooikloof-glen.co.za)
- 3.1.2 Residents who enter the Estate without using the electronic access system will be handled as visitors.
- 3.1.3 The Board is authorised to determine, from time to time, the conditions under which access to the Estate is granted.

#### **3.2 VISITORS TO RESIDENTS**

- 3.2.1 Any visitor/s to residents will be required to furnish positive identification- in the form of a driving license card and the visitor's vehicle to be identified via the vehicle registration disk to be displayed by law. Both the driving license card and registration disk will be scanned for security purposes.
- 3.2.2 Visitors who are unable to identify the resident they wish to visit will be refused entry to the Estate.

### **3.3 OTHER VISITORS**

- 3.3.1 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. The access control will in such instances apply to the estate agent and his / her vehicle.

### **3.4 DOMESTIC WORKERS / DOMESTIC SPOUSES / GARDENERS (FULL TIME)**

- 3.4.1 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.
- 3.4.2 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.

### **3.5 TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES**

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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. Contractors will gain access in the same manner as visitors and the same procedure will apply as set out in 3.2 hereinabove.
- 3.5.5 Contractors are only allowed to be present on the Estate during the hours described in, inter alia, Annexure “B” and Annexure “C” hereto.
- 3.5.6 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.
- 3.5.7 Owners of stands where building construction is taking place must notify the Estate Manager of the contact details of the person (owners, project manager, etc.) who

should be contacted by the Guardhouse to grant access by general contractors to building construction sites. Should an owner elect to appoint a site manager / foreman / main building contractor to manage the access of workers, sub-contractors and the like, the owner will remain responsible for the conduct of such appointed person. The appointed person would have to complete the necessary documentation and would have to be approved by the Estate Manager & Director for Security.

#### **4. CLUBHOUSE AND COMMUNAL FACILITIES**

##### **4.1 GENERAL**

- 4.1.1 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.
- 4.1.2 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, see clause 8 of this document and the relevant booking forms.

#### **5. LETTING AND RESELLING PROPERTY**

##### **5.1 RESTRICTIONS**

- 5.1.1 The concept of this Estate imposed 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.
- 5.1.2 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.
- 5.1.3 A Clearance Certificate must be obtained from the Homeowners 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).
- 5.1.4 No property may be let or utilized for the purpose of a commune.

##### **5.2 RE-SALES**

- 5.2.1 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.

### **5.3 LEASE**

- 5.3.1 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.
- 5.3.2 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.
- 5.3.3 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.
- 5.3.4 A copy of the lease agreement must be submitted to the HOA Board together with the SAPS criminal clearance certificate prior to any commitment to the Lessee.
- 5.3.5 On approval by the HOA, the Owner and Lessee will complete and sign the “Tenant Lease Addendum” and submit it to the estate office together with a copy of the signed lease and SAPS clearance certificate.

### **5.4 REGISTRATION OF PROPERTY PRACTITIONERS**

- 5.4.1 Registered Agents – Please refer to “Annexure E”

## **6. GENERAL**

### **6.1 NAME BOARDS**

- 6.1.1 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.
- 6.1.2 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
- 6.1.3 Bronze lettering or plaques are preferred. Ceramic lettering, pottery and concrete ornamental murals are acceptable.

## **6.2 LEVIES**

- 6.2.1 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 Article of Association.
- 6.2.2 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.
- 6.2.3 Interest will be raised on all arrear accounts, at the maximum rate allowed by the Usury Act and / or applicable legislation.
- 6.2.4 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.
- 6.2.5 The Homeowners Association shall be entitled to recover all legal costs incurred on the attorney and own client scale.
- 6.2.6 No clearance certificates will be issued unless all outstanding Levies and Special levies have been paid in full.
- 6.2.7 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.

## **6.3 FINES**

- 6.3.1 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.
- 6.3.2 All prescriptions not adhered to, whether indicted as carrying a fine or not, will be subject to a fine (see Annexure F).
- 6.3.3 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.
- 6.3.4 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.
- 6.3.5 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.

- 6.3.6 All fines will form part of the levy and shall become due and payable on the due date of payment of the levy.
- 6.3.7 The Home Owners Association shall be entitled to recover all legal costs incurred on the attorney and own client scale.

#### **6.4 NOTICES, DECISIONS AND APPEALS**

- 6.4.1 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.
- 6.4.2 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.
- 6.4.3 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.
- 6.4.4 The decision of the Board of Directors is final and no further appeal is allowed thereafter.
- 6.4.5 Urgent messages from the HOA will be sent via email or sms.
- 6.4.6 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.

#### **6.5 NEWSLETTER**

- 6.5.1 A community newsletter / notices may be published from time to time via email and /or on the website of the HOA to advise owners and residents of events and happenings within the Estate and surrounding areas.
- 6.5.2 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.
- 6.5.3 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.

## **7. BUILDING DEADLINES**

### **7.1 BUILDING PERIODS AND PENALTY LEVIES**

7.2 In accordance with the deed of transfer, owners of stands in Mooikloof Glen are obliged to commence with the erection of building within two years of the date of first transfer as registered at the deed office and to complete such building work as set out in clause 4 - Plan Submissions and Approvals in the Development Guidelines.

7.3 The HOA reserves the right to levy penalty levies in addition to the normal levies on undeveloped stands as per the schedule below:

#### **7.3.1 Penalty Levy Schedule**

- 1 year after the 2-year period: 50% of the normal levy plus the normal levy
- 2 years after the 2-year period: 1 x the normal levy plus the normal levy
- 3 years after the 2-year period: 2 x the normal levy plus the normal levy
- 4 years after the 2-year period: 3 x the normal levy plus the normal levy
- 5+ years after the 2-year period: 4 x the normal levy plus the normal levy

7.4 The penalty levy increase will apply to the normal levy only. Should an owner commence building the penalties will be suspended.

7.5 Commencement of building will be defined by the date of site establishment by the Owner after building plans have been approved by the HOA. The HOA will only approve building plans once all normal levies and penalty levies are fully paid up.

7.6 Completion of building will be defined by the submission of a Tshwane occupancy certificate submitted to the HOA. Penalty levies will only be suspended once per stand and NOT once per owner of the stand.

## **8. CLUB HOUSE RULES**

### **8.1 COMMUNAL USE OF THE CLUBHOUSE**

8.1.1 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.

### **8.2 BOOKINGS FOR PRIVATE USE**

8.2.1 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.

### **8.3 LIABILITY OF LESSEE/USER FOR DAMAGE TO PROPERTY**

**8.3.1** 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.

**8.3.2** 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.

**8.3.3** 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.

### **8.4 MOOIKLOOF GLEN HOMEOWNERS ASSOCIATION NOT LIABLE FOR ANY LOSS INCURRED BY LESSEE/USER OR MEMBERS OF THE PUBLIC OR FOR ACCIDENTS OR DEFECTS OR FAILURES**

**8.4.1** 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 of 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.

- 8.4.2** 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.

## **8.5 ADMISSION OF GUESTS**

- 8.5.1** The lessee / user will provide the guests / visitors with access codes- see procedure as per Annexure “B” in order to gain access to the estate.

## **8.6 OTHER CONDITIONS**

- 8.6.1** 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.
- 8.6.2** 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 the public place within the Estate.
- 8.6.3** Smoking inside the Clubhouse or in the doorways of the Clubhouse is strictly prohibited.
- 8.6.4** No fires (including ‘gas or electric braais’) will be allowed in the Clubhouse.
- 8.6.5** Fires will only be allowed in the built-in braai or in the lounge fireplace.
- 8.6.6** Noise levels should be kept to a minimum so as not to create a nuisance to other persons in the Estate.
- 8.6.7** 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 23:00 to 9:00.
- 8.6.8** Under no circumstances will any fireworks be set off at the Clubhouse or within the boundaries of the Estate.

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

**8.7 FINES AND PENALTIES**

- 8.7.1** 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.

**8.8 SPORTING EQUIPMENT AND FACILITIES**

- 8.8.1** 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.