



## **FAIRHAVEN COUNTRY ESTATE CONDUCT RULES**

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## PART 1 – GENERAL CONDUCT

### PREAMBLE

The primary objectives of the Fairhaven Country Estate Home Owners Association (FCEHOA) is the promotion advancement and protection of the collective interests of all its members by performing the functions entrusted to it by or under its Constitution, which functions shall include, but not be limited to, the function---

1. to determine and maintain standards for community-living in the Estate in such a way that its members may derive the maximum collective benefit therefrom;
2. to determine and preserve the basic aesthetic standards, including the basic architectural style, in the Estate; and
3. to acquire and maintain the common areas including roads and private and public open spaces in the Estate for the mutual benefit of its members.

### 1. Definitions

In these Rules, unless the context indicates a contrary intention, the following words and expressions have the meanings attached thereto;

- 1.1 **Building contractor:** Any person who engages in the construction of a new dwelling or additions to or the alterations or renovations of, an existing dwelling or the erection of a pergola, fence or boundary or retaining wall or the laying of paving, whether for herself or himself or on contract or subcontract for an Owner.
- 1.2 **Building plans:** Drawings and specifications for the construction of a new dwelling or for additions to, or the alterations or renovation affecting the exterior aesthetic appearance of an existing dwelling or for the erection of a pergola, fence or boundary or retaining wall or the laying of paving.
- 1.3 **Communal Facility:** Any land, facility or communal building in the Estate that belongs to the FCEHOA and that may be used for the purposes, and on the conditions from time to time determined by the Trustee Committee or the FCEHOA.
- 1.4 **Constitution:** The Constitution of the Fairhaven Country Estate Homeowners Association made in terms of Section 29 of the Land Use Ordinance, No. 15 of 1985, as amended from time to time.
- 1.5 **Controlling Architect:** The architect from time to time appointed by the Trustee Committee for aesthetic control of all Building Plans prior to submission thereof for Municipal approval.
- 1.6 **Erf :** Any piece of land in the Estate with the own number on the Surveyor-General's general map and the title to which is registered separately in the Deeds Office.
- 1.7 **Estate:** The Township Area known as Fair Havens Estate.

- 1.8 Estate Manager:** The Manager of the estate appointed by the Trustee Committee
- 1.9 The Trustee Committee:** The Members of the Trustee Committee from time to time appointed and elected in accordance with the provisions of the Constitution.
- 1.10 Managing Agent:** The agent is from time to time appointed by the Trustee Committee to assist it with the day-to-day administration of the Estate, its affairs, transactions, and finances.
- 1.11 Municipality:** The Cape Town Council.
- 1.12 Occupier:** Any person residing in the Estate, irrespective of whether she or he is an Owner or a member of the household of an Owner, or a tenant occupying property of an Owner, or a tenant occupying property of an Owner in terms of a lease or any other arrangement.
- 1.13 Owner:** The registered Owner of an erf in the Estate.
- 1.14 FCEHOA:** The Fairhaven Country Estate Home Owners Association established in terms of Section 29 of the Land Use Ordinance No.15 of 1985, as amended from time to time.
- 1.15 Vehicle:** Any mode of transport, including, but not limited to, a motorcar, motorcycle, truck, caravan, trailer or boat.
- 1.16 Member:** shall mean an owner.
- 1.17 Design Review Committee:** the Design Review Committee appointed by the Trustee Committee i.t.o. Section 27 of the Constitution.

## **2. Owner's Obligations**

- 2.1** An Owner must ensure that –
- 2.1.1** all members of her or his household and her or his tenants and visitors comply with these Rules and any regulations issued thereunder, notwithstanding any contrary provision contained in a lease or grant of rights of occupancy.
- 2.1.2** Any person employed by her or him and any person visiting such person, and any Building Contractor, Estate Agent or Service Provider who enters the Estate for her or his purposes, complies with these Rules and any regulations issued thereunder, notwithstanding any contrary provision contained in a contract of engagement.
- 2.2** If an Owner sells or lets her or his property or any part thereof, she or he must ensure that the buyer or tenant is provided with a copy of these Rules.
- 2.3** An Owner may not use, or permit to be used, her or his property or any part of the Communal Facilities in a manner or for a purpose that will cause a nuisance or create a disturbance, or that will be injurious to the reputation of the Estate.
- 2.4** After having received reasonable notice from the Estate Manager, an Owner must allow a person authorised thereto by the Estate Manager, to enter her or his Erf to –
- 2.4.1** prune trees, shrubs and plants which interfere with the proper functioning of the security system, impede the flow of vehicular traffic or pose a safety hazard; or
- 2.4.2** repair or carry out maintenance of any pipes, wires, cables, and ducts being used or capable of being used in connection with any Communal Facility, including the security system.
- 2.5** If a person is obstructed or hindered in performing any work contemplated in this Rule, the Owner concerned will be liable for any additional costs incurred by the Trustee Committee in the performance thereof.

### **3. Security Measures**

- 3.1 any person entering the Estate must comply with the systems and procedures relating to access control and other security related measures that are from time to time implemented by the Trustee Committee and must heed the security directives of the Estate Security Personnel and treat them in a co-operative and respectful manner.
- 3.1 An Owner is, on completion of the prescribed form and on payment of the applicable fee, entitled to one or more access cards.
- 3.2 An Owner may, on completion of the prescribed form and on payment of the applicable fee, be issued with an access card or permit for a domestic or garden worker employed by her or him or her or his tenant, in the Estate on a regular basis.
- 3.3 An occupier who wishes to employ a person in the Estate for a single engagement or a limited number of engagements, must accompany that person to and from the Main Entrance and must complete the Access Control Register in respect of each such engagement. Provided that if the Occupier is unable to accompany such person, she or he must inform the Estate Security Personnel at the Main Entrance of the intended engagement and provide them with sufficient information enable them to recognise the person concerned.
- 3.4 A non-resident, including but not limited to a visitor, Estate Agent, Service Provider, and a delivery vehicle driver, must complete the Access Control Register before entry into the Estate will be allowed. An access card or access permit depending on the circumstances, will be issued to such a person, which must be handed back before the vehicle may leave the Estate.
- 3.5 An access card or access permit will be issued only on production of valid identification of the person concerned.
- 3.6 An access card or access permit holder who arrives at the gate without a card or permit or whose card has been de-activated, will be allowed access only after completion of the Access Control Register and on production of valid identification.
- 3.7 An access permit holder must at all times carry the permit on her or his person while in the Estate.
- 3.8 If an access card or access permit holder loses it, she or he must forthwith report this to the Estate Manager. A replacement card or permit will be issued only on payment of the applicable fee.
- 3.9 An access card or access permit holder may not make her or his card or permit available to another person to gain entry into the Estate.

### **4. Unsightly Objects**

- 4.1 An Occupier may not without the written permission of the Estate Manager expose, install, place, or erect any item at a property which could, in the opinion of The Trustee Committee, be considered unsightly, aesthetically displeasing, or undesirable or detrimental to the appearance of the Estate when viewed from a street or Communal Facility.
- 4.1A washing line may not be erected, and washing may not be hung out, in such a way that it is visible from a street or a Communal Facility.
- 4.2 An Owner may not place, or permit to be placed, any sign, notice billboard or advertisement of any kind whatsoever on any part of her or his property so that it is visible from a street or Communal Facility without the written permission of the Estate Manager.

### **5. Traffic Control**

- 5.1 Unless specifically stated otherwise in these Rules, the normal statutory traffic laws apply in the Estate.
- 5.2 A speed limit of 30km/h applies in the Estate instead of the 40km/h previously.
- 5.3 Vehicles must at all times be operated with the utmost care in the Estate and may not be operated anywhere other than on the streets in the Estate.
- 5.4 Vehicles that in the opinion of The Trustee Committee, are not roadworthy or produce excessive noise will be prohibited from entering the Estate and/or being operated in the Estate.
- 5.5 Unlicensed vehicles and unlicensed drivers may not use the streets in the Estate.

5.6 Vehicles may not be parked or left unattended on the road or sidewalk at any time save for vehicles attending a construction site or vehicles of casual visitors if parking for the visitor is not available on the residents driveway. Vehicles of residents must be parked in the driveway or in the garage. Please note that a fine will be issued to owners of vehicles not parked in accordance with this rule.

**5.7 Caravans and trailers are not allowed to be parked where it is visible from the street.**

5.8 Children may not wander or play in the streets of the Estate.

5.9 Bicycles may not be operated on sidewalks and pedestrian walkways.

5.10 Skateboards, roller blades and similar may not be used on streets, sidewalks, and pedestrian walkways in the Estate.

## **6. Communal Facilities**

6.1 A person who makes use of any Communal Facility in the Estate must be considerate and exercise proper care when doing so.

6.2 A person may not in any way damage or deface a Communal Facility or any item placed or installed, or structure erected, by the FCEHOA in or on a Communal Facility.

6.3 Building rubble, refuse, litter or unwanted articles or material may not be deposited, thrown, placed, stored, or dumped, or permitted or allowed to be deposited, thrown, placed, stored, or dumped, in or on a Communal Facility.

6.4 Picnics are permitted in designated areas only.

6.5 Open fires or braais are not permitted or allowed to be deposited, thrown, placed, stored, or dumped, in or on a Communal Facility.

6.6 Trapping, shooting, harassing or in any way harming of birds or animals in the Estate are prohibited.

6.7 Trees, shrubs, or plants may not be removed from our planted in or on a Communal Facility without the prior written permission of the Estate Manager.

6.8 A vehicle may not be parked or abandoned in or on a Communal Facility and may not without the prior written permission of the Estate Manager be parked or stood in or on such Facility other than in a demarcated parking bay. This will only be temporary relief and will not be a permanent option.

A fine of R500 and a second and subsequent fines of R1500 will be levied. All fines will be payable together with monthly payments and will be levied against the owner of the property for breaching the rules.

6.9 Parking or standing of a vehicle in or on a Communal Facility is subject to the express condition that such vehicle is parked or stood at its owner's risk and responsibility and that no liability will attach to the FCEHOA, its agents or employees for any loss or damage of whatever nature which the vehicle's owner, or any person claiming through or under her or him, may suffer in consequence of the vehicle having been parked or stood in or on such Facility.

6.10 The person responsible for a vehicle must ensure that it does not drip fluid onto a street or Communal Facility or in any other way damage or deface FCEHOA property. After removal of such vehicle the person responsible for it must clean or repair the area concerned, failing which the Estate Manager may clean or repair the area for the account of the person concerned.

## **7. Maintenance of Properties and Streetscape**

7.1 An Owner must maintain the external appearance of her or his property, including the buildings, outbuildings, boundary walls, retaining walls and fences and any other improvements on the Erf forming part of the streetscape in a state of good repair to the satisfaction of The Trustee Committee.

7.2 All external walls may be painted only in the approved colours.

7.3 An Owner must maintain her or his garden and the sidewalk between the street boundary of her or his Erf and the kerb, in a neat and tidy state to the satisfaction of The Trustee Committee.

7.4 Building rubble, refuse, litter or unwanted articles or material may not be placed, stored, or dumped on undeveloped Erven or sidewalks or in or on a Communal Facility.

7.5 Refuse bags may be placed on the sidewalk only in the morning of the day for which refuse collection is scheduled. If refuse is not collected on the scheduled day, the Occupier must remove the bags to a place where they cannot be reached by foraging pets.

7.6 Trees, shrubs or plants may not be removed from our planted-on sidewalks without the prior written permission of the Estate Manager.

7.7 An Owner may not allow trees, shrubs, or plants in her or his garden or on the sidewalk between the street boundary of her or his Erf and the kerb, to impede vehicular traffic or interfere with the functioning of the security system.

## **8. Pets**

8.1 An Occupier may not keep more than two dogs or two cats on her or his property without the written permission of the Estate Manager.

8.2 An Occupier may not keep -

8.2.1 any poisonous, exotic, or other undomesticated pets; or

8.2.2 poultry, pigeons, aviaries, or livestock

8.3 An Occupier may in a special case, in the sole discretion of The Trust Committee and on such conditions as it may determine, be permitted by The Trustee Committee by to keep a pet that would otherwise not allowed.

8.4 Pets may not roam the streets or Communal Facilities and must be tended and kept on leash when in streets or in or on Communal Facilities.

8.5 An Occupier must ensure that her or his pet does not create or nuisance or cause a disturbance.

8.6 An Occupier must at least once a day remove any excrement deposited by her or his pet inside her or his Erf and must immediately remove any excrement deposited by her or his pet outside her or his Erf.

8.7 A pet must wear a collar fitted with a tag indicating the contact details of its owner.

8.8 Pets must be neutered, spayed or similar and must be regularly inoculated.

8.9 An Occupier may not neglect her or his pet by, for example, leaving it to fend for itself or failing to provide it with medical attention.

8.10 No person may inflict physical cruelty on a pet or subject it to violence.

## **9. Business Activities**

9.1 A person may not conduct a business or practice a trade on or from a residential Erf or residential sectional title property in the Estate without the prior written approval of The Trustee Committee.

9.2 If the applicant is not the Owner of the residential Erf concerned, the written permission of the Owner for such an application must accompany the application to The Trustee Committee.

## **10. Security Wall and Fence**

10.1 A person may not damage or remove any part of the security wall or fence or tamper with the security system or any of its components or in any way obstruct it so as to prevent it from functioning properly.

10.2 No attachments may be made to the security wall or fence without the prior written permission of the Estate Manager.

10.3 No signage whatsoever may be erected against or on top of the security wall or fence.

10.4 Trees, shrubs, or plants that in the opinion of The Trustee Committee are likely to interfere with the proper functioning of the security system may not be planted in the close proximity of the security wall or fence.

## **PART II – ESTATE AGENTS AND SERVICE PROVIDERS**

### **1. General**

An Occupier must ensure that her or his mandated Estate Agent or Service Provider is aware of these Rules and complies with them.

### **2. Estate Agents**

2.1 An Owner must ensure that her or his mandated Estate Agent registers with the Estate Manager by completing the prescribed form and paying the applicable fee prior to commencing any selling or letting activity.

2.2 An Estate Agent may operate on a “by appointment” basis only and must personally accompany her or his clients.

2.3 Estate Agent’s signage -

2.3.1 must comply with the standards and specifications determined by the Estate Manager.

2.3.2 may be erected or placed only with the prior written permission of the Estate Manager; and

2.3.3 may be erected or placed only in accordance with the Municipal regulations.

2.4 Only one “For Sale” or “To Let” sign per Estate Agency may be erected or placed at the property concerned.

2.5 If a property is on show on a particular day, the Estate Agent concerned -

2.5.1 must provide the Estate Manager in writing with the detail of the property concerned at least three (3) working days before the intended showing:

2.5.2 may erect “On Show” signs on the sidewalk at the property on the show day only; and

2.5.3 may on the show day distribute a pamphlet at the Main Entrance providing detail of, and directions to, the property concerned.

2.6 “On Show” signs must be removed by 17:00 on the show day.

2.7 “For Sale” or “To Let” signs must be removed within seven (7) days after conclusion of a selling or letting agreement in respect of the property concerned.

### **3. Service Providers**

3.1 An Occupier must inform the Estate Security Personnel at the Main Entrance if she or he has engaged a Service Provider regularly to perform a service at her or his property and provide the name of that Service Provider.

3.2 A Service Provider who has regular engagement in the Estate may register with the Estate Manager by completing the prescribed form and may in the sole discretion of the Estate Manager be provided with access permits for herself or himself and her or his Employees.

3.3 An Occupier who wishes to employ a Service Provider for a single engagement or series of irregular engagements, must notify the Estate Security Personnel at the Main Entrance and provide them with the name and expected arrival time of the Service Provider.

3.4 A Service Provider may place a sign complying with the standards and specifications determined by the Estate Manager advertising her or his business on a property only during the time that she or he is actually working at the property.

3.5 A Service Provider may be present in the Estate only during the following normal working hours.

Monday to Friday = 07h00 to 18h00 (1 September until 30 April)

07h30 to 17h30 (1 May until 31 August)

3.6 An application for permission to work outside the normal working hour, together with the written consent of all adjacent neighbours, must be lodged with the Estate Manager at least five (5) working days prior to the intended work, unless the Estate Manager, in a particular instance, agrees to a shorter period.

3.7 Sundays and public holidays and the period between 16 December and 14 January or closest Monday to 14 January (both days included), are not normal working days and a Service Provider may not work in the Estate on these days. A Service Provider may, however, on application in the discretion of the Estate Manager be allowed to work on these days. The application, together with the written consent of all adjacent neighbours, must be lodged in writing with the Estate Manager at least five (5) working days prior to the intended work, unless the Estate Manager, in a particular instance, agrees to shorter period.

## **PART III – AESTHETIC CONTROL**

**NOTE:** To achieve a harmonious and aesthetically pleasing environment, certain architectural guidelines have been defined for each phase in the development. The guidelines aim to create a language with a harmonious architectural aesthetic, characterised by a range of colours and detail that is in harmony with, and complements the locality.

The guidelines serve to promote a qualitative development known for its charm, beauty and, ultimately, its own unique “sense of place”, and in this way to set a standard of high-quality lifestyle for Occupiers and protect property values.

The Trustee Committee has appointed an Architect to scrutinise all Building Plans for compliance with the architectural guidelines prior to submission thereof for Municipal approval.

### **1. General**

#### 1.1 Building Plans -

1.1.1 must be prepared in accordance with the Architectural Guidelines;

1.1.2 must comply with the Municipal and National Building Regulations (SANS10400) and any other applicable legislation;

1.1.3 must be submitted to the Design Review Committee as provided for in the Architectural Guidelines; and

1.1.4 will be processed only upon payment of the applicable plan scrutiny fee.

1.2 The design of all structures and the preparation and submission of Building Plans may be undertaken only by a *bona fide* registered architect or senior technologist who are in position of the required qualification and certification.

### **2. Approval of Plans**

2.1 The Design Review Committee must consider and give its decision on the Building Plans within two weeks after submission thereof. If it is satisfied that the Building Plans comply with the Estate Rules and Architectural Guidelines, it will stamp and sign the plans on behalf of The Trustee Committee.

2.2 Notwithstanding that the Building Plans may comply with all applicable restrictions,

2.3 Only after aesthetic approval has been obtained from the Controlling Architect may the Building Plans together with a letter as signed off by the FCEHOA be submitted to the Municipality for its approval.

2.4 If an Owner intends to implement a deviation or variation from the aesthetically approved Building Plans, she or he must submit a new application to that effect in writing to the Controlling Architect for scrutiny and approval by the FCEHOA prior implementation thereof on site.

### **3. Approved Plans**

3.1 The Building Contractor must ensure that a copy of the signed approved Building Plan is at all times available on site for inspection.

3.2 Prior to commencing building operations, the Building Contractor must -

3.2.1 set out the foundations for inspection and approval by the Municipality; and

3.2.2 confirm the height of buildings with the Estate Manager as stipulated in the Architectural Guidelines.

### **4. Town-planning Restrictions**

4.1 The restrictions that may apply for individual phases in the Fairhaven development are in addition to any restrictions imposed in terms of the conditions of the title to any Erf or town planning scheme or national or other building regulations.

4.2 Compliance with conditions, restrictions or directives of the Controlling Architect and approval of Building Plans by her or him do not absolve the Owner from complying with, and may not be construed as permitting, any contravention of –

4.2.1 the conditions of title to any Erf; or

4.2.2 any restriction imposed by the Municipality or any other competent authority; or

4.2.3 any applicable zoning, by-law or regulation of the Municipality or any other competent authority.



## **PART IV – CONTROL OF BUILDING ACTIVITIES**

**NOTE:** The rules governing building activities are intended to ensure that the quality of life of residents in the Estate is not unduly compromised or inconvenienced, and the impact on the environment is minimized, by the building activities, yet allowing for efficient construction.

### **1. General**

1.1 An Owner and her or his Building Contractor must enter into a written agreement with the FCEHOA which incorporates an undertaking by the Owner and the Building Contractor to comply with these Rules and any further control measures that may be determined by The Trustee Committee from time to time and to ensure compliance with the Rules and control measures by all her or his Employees.

1.2 The Owner and the Building Contractor will be held responsible jointly and severally for any damage to the streets (including sewer and storm-water drains, kerbing and sidewalks) or landscaping (including trees, shrubs, and plants) or any other property of the FCEHOA which the Building Contractor's Employees, vehicles and equipment and delivery vehicles to the building site cause during the building operations.

1.3 The Estate Manager may, upon completion of the prescribed form and payment of the applicable fees, issue a Building Contractor with an access permit for herself or himself and for each of her or his Employees.

### **2. Builder's Deposit**

2.1 A Building Contractor must pay the applicable builder's deposit for each building opportunity to the Estate Manager before any Building Plan may be collected from the Controlling Architect.

2.2 The builder's deposit consists of two components, namely -

2.2.1 a refundable component, which is refundable with interest at a rate determined by the Estate Manager from time to time, after a completion certificate has been issued by the building control officer and an occupational certificate has been issued by the Municipality and after any costs that may in terms of these Rules be recovered therefrom have been deducted; and

2.2.2 a non-refundable component (Monthly building levy), which is retained as a contribution towards the Maintenance Fund of the Estate.

2.3 The Estate Manager may use the refundable component and interest to offset the cost of-

2.3.1 repairing any damages caused by the building operations to streets (including sewer and storm-water drains, kerbing and sidewalks) or landscaping (including trees, shrubs, and plants) or any other property of the FCEHOA; and

2.3.2 removing either during building operations or on completion thereof, any rubble, refuse or litter or building material or other item left on the sidewalk, in the street, in or on any Communal Facility or any other Erf.

2.4 The Estate Manager may recover only verifiable actual costs incurred by her or him. A standard cash slip, statement or receipt will serve as proof of the expenses incurred.

2.5 If the refundable component of the builder's deposit is insufficient to cover the cost of repair damage caused during building operations or of removal of any items or material after completion of the building operations, the Estate Manager must recover the balance from the Owner and/or Building Contractor concerned.

### **3. Conditions for Permission to Commence Building Activities**

3.1 The Design Review Committee and the Municipality must have approved the Building Plans.

3.2 A water meter connection must be obtained from the HOA office.

3.3 Sanitary and drinking water facilities must be provided on the building site.

3.4 A builder's board that complies with the standards and specifications determined by the Estate Manager must be erected in a position approved by the Estate Manager.

#### **4. Conditions during Building Period**

4.1 A Building Contractor must ensure that building activities are performed in such a manner that no damage is caused to neighbouring properties and as little disturbance and inconvenience as possible are caused to neighbours.

4.2 If building activities take place adjacent to an existing dwelling, the Building Contractor must make every effort to respect the privacy of the neighbours.

4.3 A Building Contractor and hr or his Employees may be present in the Estate only during the following normal working hours:

Monday to Friday = 07h00 to 18h00 (1 September until 30 April)

07h30 to 17h30 (1 May until 31 August)

4.4 An application for permission to perform building activities outside the normal working hours, together with the written consent of all adjacent neighbours, must be lodged with the Estate Manager at least five (5) working days prior to the intended building activity, unless the Estate Manager, in a particular instance, agrees to a shorter period.

4.5 Sundays and public holidays and the period between 16 December and 14 January or closest Monday to 14 January (both days included) are not normal working days and building activities may not be carried out on these days. A Building Contractor may, however, in the discretion of the Estate Manager be allowed to work on these days. The application, together with the written consent of all adjacent neighbours, must be lodged with the Estate Manager at least five (5) working days prior to the intended work, unless the Estate Manager, in a particular instance, agrees to a shorter period.

4.6 Building activities must proceed without lengthy interruptions and must be completed within six (6) months, or such other period as has been authorized in writing by the Estate Manager, from the date of commencement.

4.7 Water for construction purposes may not be obtained from water points in or on a Communal Facility.

4.8 Employees must be transported by vehicle from the Main Entrance to the relevant building site and back, and between the building sites in the Estate for which the Building Contractor is registered.

4.9 Employees may not roam the Estate but may only be on the building site for which they are registered.

4.10 Employees may not use any Communal Facility in the Estate as a resting place.

4.11 No liquor is permitted on any building site in the Estate at any time.

4.12 Employees may use only the sanitary and drinking water facilities on site and no other facilities, and sanitary waste must be removed weekly.

4.13 No open fires may be lit on the building site, and the Building Contractor must ensure that there are sufficient fire extinguishers on site at all times.

4.14 Where machinery, equipment or material is off-loaded in such a way that it encroaches onto the sidewalk, into the street or onto the sidewalk, into the street or onto a Communal Facility, the Building Contractor must forthwith move the item concerned onto the Building site. No machinery, equipment or material may be stored or remain on the sidewalk or in the street or on a Communal Facility without the written permission of the Estate Manager and subject to such conditions as she or he may determine.

4.15 A Building Contractor must ensure that the kerb, sidewalk and street in front of the building site concerned are adequately protected from damage by the building activities and that the street is regularly swept clean.

4.16 Building material may not be mixed on a sidewalk, in the street or on a Communal Facility.

4.17 Vehicles, machinery and equipment may not be cleaned in the Estate.

4.18 Sand, stone, cement, paint and building rubble split, washed away, or moved onto the sidewalk, into the street or onto a Communal Facility must be cleaned away forthwith.

4.19 Excess material or building rubble may not without the prior written permission of the Estate Manager be spoiled on a Communal Facility in the Estate.

4.20 The building site must be kept as clean as possible of refuse and litter. Refuse and litter may not be burnt on site and must be removed weekly before 15:00 on a Friday and whenever the Estate Manager instructs the Building Contractor to do so.

4.21 The building site must be kept as clean as possible of building rubble and excess material. Building rubble and excess material must be removed regularly during the building period and whenever the Estate Manager instructs the Building Contractor to do so.

## **5. Storage Sheds / Huts**

5.1 A Building Contractor may erect storage sheds / huts within the boundaries of the building site and to a maximum height of 2,4m.

5.2 The position of such structures must be indicated on a building site diagram, which must be submitted to the Estate Manager for approval before the erection thereof.

## **6. Site Guard**

6.1 The Estate Manager may, on completion of the prescribed form and on payment of the applicable fee, issue a Building Contractor with an access permit for a guard to be employed on site outside normal working hours and normal working days.

6.2 Only one guard will be allowed per building site.

6.3 Permission for a guard will be considered only if proper shelter and sanitary and drinking water facilities are available on site.

6.4 The guard must remain on site and must display her or his access permit at all times while she or he is in the Estate.

6.5 The guard may not receive any visitors.

## **7. Construction Vehicle and Delivery Restrictions**

### **7.1 The following restrictions apply to construction vehicles allowed into the Estate:**

(i) Fixed axle design vehicles not exceeding a carrying capacity of 10 tons or 6m<sup>3</sup> (e.g. 6m<sup>3</sup> loose stone = 9.6t; 4.5m<sup>3</sup> ready-mix = 9.9t; 8m<sup>3</sup> bricks = 9.6t)

(ii) no trailers

(iii) vehicles not exceeding a length of 9.1m

(iv) vehicles not exceeding a width of 2.6m

(v) vehicles not exceeding a gross mass 10,000kg

7.1.2 Only roadworthy, licenced vehicles will be allowed into the Estate.

7.1.3 Drivers must use the streets and may not take a short cut over other Erven or Communal Facilities.

7.1.4 Vehicles may not be left unattended in such a position that they may cause an obstruction to other road users.

7.1.5 Vehicles may not be parked on other Erven or Communal Facilities without the prior written permission of the Estate Manager, or the Owner concerned, as the case may be.

### **7.2 The following general conditions apply to deliveries to a building site:**

7.2.1 The Building Contractor must brief delivery vehicle drivers on the Rules governing deliveries.

7.2.2 Delivery vehicles are subject to the general construction vehicle restrictions.

7.2.3 The Building Contractor is at all times responsible for delivery vehicles and delivery personnel.

7.2.4 Deliveries to the building site may take place only from the street frontage of the building site.

7.2.5 Deliveries may take place only during normal working hours and on normal working days, provided that a Building Contractor may on application in the discretion of Estate Manager be allowed to receive deliveries outside normal working hours and days.

### **7.3 The following additional specific conditions apply to concrete deliveries:**

7.3.1 Concrete delivery vehicles may be washed only on the building site concerned and spillage and run-off must be contained on that this.

7.3.2 Concrete may not under any circumstances be split onto sidewalks, streets, other Erven or Communal Facilities.

## **PART V – APPLICATION OF RULES**

### **1. General**

1.1 Unless the context clearly indicates a contrary intention in these Rules, or the regulations issued thereunder -

1.1.1 the singular includes the plural and *vice versa*; and

1.1.2 a reference to natural persons includes juristic persons, trusts and partnerships and *vice versa*.

1.2 When any number of days is specified in these Rules, these must be reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday, or public holiday, in which event the last day must be the next succeeding day which is not a Saturday, Sunday or public holiday.

1.3 Where numbers are expressed in words and in numerals in these Rules, the words will prevail if there is any conflict between the two.

1.4 in the event of any conflict between the Rules and the Constitution, the Constitution prevails.

### **2. Binding Nature of Rules**

All Owners and other persons who reside in the Estate or who enter the Estate for whatever purpose are bound by-

2.1 these Rules and any regulations issued thereunder; and

2.2 any applicable regulations and by-laws of the Municipality and any other competent authority as if such regulations and by-laws were incorporated in these Rules.

### **3. Notice regarding Breach**

3.1 If the conduct of a person constitutes a breach of any of these Rules or any regulations issued hereunder or a condition determined by The Trustee Committee, the Estate Manager may furnish that person, and if that person is not an Owner, also the Owner of the property concerned or for whose purposes that person has entered the Estate, with a written notice to remedy, or desist from, such breach.

3.2 A notice of a breach may, in the sole discretion of the Estate Manager, be delivered by hand or may be given by the despatch of such notice in writing by pre-paid registered post, in which event such notice will be deemed to have been received five (5) days after the posting thereof from any Post Office within the Republic of South Africa. The exhibition of the certificate of registered item will be full and complete proof of the date of despatch of the said notice.

3.3 The notice must adequately describe the particular conduct or clearly indicate the Rule, regulation or condition that allegedly is being or has been breached and must warn the offender that if such conduct or breach persists after expiration of the period specified in the notice, action may be taken against her or him and/or the Owner concerned as from provided for in these Rules.

3.4 A notice to an Owner must be delivered at, or despatched, to the address which she or he provided as her or his domicilium for the purposes of the Constitution.

### **4. Penalty for Failure to Comply with Rules**

If a person fails to comply with a notice in terms of these Rules or the regulations issued thereunder-

4.1 the Estate Manager may, with the permission of The Trustee Committee, de-activate any access card or withdraw any access permit issued for the purposes of the Owner or Occupier concerned; and or

4.2 the Estate Manager may, in the case of a non-resident, withdraw her or his access permit or refuse her or him entry into the Estate; and/or

4.3 the Estate Manager may impose the applicable fine on the person concerned; and/or

4.4 the Estate Manager may remedy the failure for the account of the person concerned; and/or

4.5 The Trustee Committee may apply for a court order at that person's cost to compel her or him to comply with the notice and/or to pay such fine and/or to pay the cost incurred in connection with remedying the failure.

### **5. Building Activities.**

If an Owner or a Building Contractor fails to comply with a notice regarding a breach of the provisions of Parts III and IV of these Rules or any regulations issued thereunder-

5.1 the Estate Manager may in writing instruct the Owner forthwith to suspend any building activities until such time as the breach has been remedied; and/or

5.2 the Estate Manager may, if the Building Contractor is not an Owner, refuse her or him and her or his Employees entry into the Estate; and/or

5.3 The Estate Manager may, if the Building Contractor is an Owner, refuse her or his Employees entry into the Estate; and/or

5.4 the Estate Manager may impose the applicable fine on the Owner and/or the Building Contractor; and/or

5.5 The Trustee Committee may in writing instruct the Owner within a specified time to demolish or remove any structures erected in breach of these Rules or the regulations issued thereunder; and/or

5.6 The Trustee Committee may remedy the breach for the account of the Owner and/or the Building Contractor; and/or

5.7 The Trustee Committee may apply for a court order at the cost of the Owner and/or the Building Contractor to compel her or him to comply with the notice and/or to pay such fine and/or to pay the cost incurred in connection with remedying the breach.

## **6. Pets**

If a person fails to comply with a notice regarding the keeping of a pet\_

6.1 the Estate Manager may in writing instruct that person to remove the pet from the Estate; and/or

6.2 the Estate Manager may remove the pet at the cost of that person; and/or

6.3 the Estate Manager may impose the applicable fine on that person; and/or

6.4 The Trustee Committee may apply for a court order at that person's cost to compel her or him to comply with the notice and/or to pay such fine and any cost incurred in connection with the removal of the pet.

## **7. Signage**

7.1 The Estate Manager may remove any sign, notice, billboard, or advertisement erected or displayed in breach of these Rules or the regulations issued thereunder.

7.2 Such removal and any repair of a Communal Facility which may reasonably be required, will be affected at the risk and cost of the owner of the sign, notice, billboard or advertisement, or the person on whose behalf it was erected or displayed.

## **8. Vehicles**

If a vehicle is parked, stood, or abandoned in breach of these Rules (*Clause 5.6 Traffic Control*) or the regulations issued thereunder-

8.1 the Estate Manager may impose the applicable fine on the owner of, or on the person responsible for, the vehicle; and/or

8.2 the Estate Manager may have the vehicle's wheels clamped at the risk and expense including payment of the applicable release fine, of its owner or of the person responsible for it; or

8.3 the Estate Manager may cause the vehicle to be removed at the risk and expense, including payment of the applicable release fine, of its owner or the person responsible for it; or

8.4 The Trustee Committee may apply for a court order at the cost of the owner of, or of the person responsible for, the vehicle to compel her or him to comply with the notice and/or to pay such fine and any cost incurred in connection with the clamping or removal of the vehicle.

## **9. Matter raised with the Trustee Committee**

9.1 An Owner who wishes to bring a matter other than a penalty imposed in terms of these Rules or the regulations issued thereunder to the attention of The Trustee Committee, may in writing request the Estate Manager to refer the matter to The Trustee Committee; provided that if the matter concerns a notice regarding a breach of these Rules or a regulation issued thereunder, such a request does not absolve the offender from complying therewith.

9.2 The Trustee Committee may then in its sole discretion convene a meeting of its members to meet with the Owner on the matter raised and dispose of it or designate a subcommittee of its members to meet with the Owner on the matter raised and to dispose of it or to advise The Trustee Committee on how to dispose of it.

## **10. Imposition of Penalty**

10.1 A person on whom a penalty has been imposed in terms of these Rules or the regulations issued thereunder, may in writing request the Estate Manager to refer the matter to the Trustee Committee for decision.

10.2 The request must adequately describe the particular grounds on which the person objects to the penalty.

10.3 The Trustee Committee may then convene a meeting of its members or a subcommittee of its members to consider the objection.

10.4 A written notice by which the alleged offender is informed of the purpose of the meeting and invited to attend, must be sent to her or him at least seven (7) days before the meeting is held. At the meeting, the alleged offender must be given the opportunity to present her or his case, but except in so far as may be permitted by the chairperson, she or he may not participate in the affairs of or voting at the meeting.

10.5 After the alleged offender has been given opportunity to present her or his case. The Trustee Committee or its subcommittee, as the case may be, may by way of a special resolution (75% of its members present at the meeting with a minimum of three (3) members) confirm, suspend or withdraw the penalty.