



Manor

AMBERFIELD MANOR
HUISEIENAARSVERENIGING (NWM) / HOMEOWNERS
ASSOCIATION (NPC)

(VERENIGING INGELYF KRAGTENS ARTIKEL 21, WET 61/1973)
(ASSOCIATION INCORPORATED IN TERMS OF ACT 61/1973)
(REGISTRATION NUMBER 2005/023596/08)

Posbus / PO Box 25179
MONUMENT PARK, 0105

P/A Kibo Property Services (Pty) Ltd
Suite 27, Building 8, Jean Park Chambers,
Tel: 0861 111 846
Jean Ave 252, Centurion
www.kibogroup.co.za

Faks/Fax: 086 633 8825

RULES OF CONDUCT

INDEX

SECTION A: DISCLAIMER, WARNING, INTERPRETATION & GLOSSARY OF TERMS

	PAGE
1. Disclaimer.....	3
2. Definitions.....	3
3. Warning.....	4
4. Aim and Purpose of the Conduct Rules.....	4
4. b. Members Duties and Responsibilities.....	4
5. Interpretations.....	4
6. Zoning.....	5
7. Legal Entities As Members (Directive).....	5

SECTION B: RULES

8. Advertising, pamphlets.....	5
9. Disturbance & Noise.....	5
10. Dumping of Waste.....	6
11. Fire-arms, Fireworks.....	6
12. Landscaping, Gardens, Streetscape.....	6
Landscaping and Gardens	
Streetscape	
13. Maintenance.....	6
Existing Developed Properties	
14. Undeveloped Erven.....	7
15. Perimeter Wall.....	7
16. Pets, Animals.....	7
17. Pollution.....	8
18. Private Repair-work On Communal Property.....	8
19. Refuse.....	8
20. Security.....	8
Security Control	
Access System	
Access Control	
Visitors	
Domestic Workers	
Casual Workers	
Contractors, Subcontractors and Builders	
21. Selling And Letting.....	11
22. Street usage, Parking And Storage.....	12
Street Usage	
Parking and Storage	
23. Unightly objects.....	13
24. Washing lines.....	13
25. Washing of vehicles And Hazardous Chemicals.....	13

SECTION C: DISPUTES, CONTRAVENTIONS AND COMPLAINTS

26. Disputes And Complaints.....	14
27. Settlement Of Disputes By Arbitration.....	14
28. Penalty Clause.....	15

29. Enforcement Of Rules And Handling Contraventions.....15

SECTION D: ANNEXURES

Annexure A: Estate Agent Rules, Selling and Letting of Property.....16
Annexure B: Guidelines and Rules for the design and construction of new dwellings,
alterations and additions; Building Rules.....18
Annexure C: Environmental Management Plan.....27
Annexure D: Debtor and Levy Policy.....28
Annexure E: Fees.....29

AMBERFIELD MANOR
HOMEOWNERS ASSOCIATION (NPC)
(REGISTRATION NUMBER 2005/023596/08)

("the Estate")

ISSUED IN TERMS OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF
AMBERFIELD MANOR HUISEIENAARSVERENIGING ('HOA') AS ADOPTED BY SPECIAL RESOLUTION OF THE
MEMBERS OF THE ASSOCIATION ON A MEETING HELD ON 24 NOVEMBER 2011 AND GRAMMATICAL
CHANGES RATIFIED BY THE DIRECTORS AT A MEETING HELD ON 22 MARCH 2012 AND SHALL BE
APPLICABLE AS FROM THE DATE OF ADOPTION OF THESE RULES.

RULES OF CONDUCT

**SECTION A: DISCLAIMER, WARNING, INTERPRETATION & GLOSSARY OF
TERMS**

1. DISCLAIMER

The Association shall not be liable in contract, delict or otherwise, to members, their families, contractors, subcontractors, suppliers, agents, employees, lessees, guests and invitees as well as all persons entering the property for whatever reason, who shall hold the Association blameless and indemnify it, against any claim of whatever nature (including direct, indirect and consequential loss) for any loss or injury of whatsoever nature and whosoever arising from or caused as a result of, or in connection with the residing on, visiting to, working for or conducting of business of whatsoever nature on the Estate, the performance of any of its functions / or the rendering of any services, and / or the failure of the association or its committees, its directors, employees, contractors or agents, to perform any of its function or the rendering of services or the omission, to perform such functions or render such services, including any loss or injury attributable to any negligent act or omission of the association, its committees, its directors, employees, contractors or agents and all such liability is expressly excluded

2. DEFINITIONS

Casual Worker means a worker not permanently engaged by one resident but for a single day or relative short period and registered at the security room of the Estate for that day only.

Contractor means a person / business who is associated with the building and / or construction and or / maintenance in and around houses or (erfs) erven (i.e. builders, electricians, plumbers and painters).

Domestic Worker means a worker permanently engaged for 24 hours or more per month by a resident and registered at the Estate office to enter the Estate at regular agreed days and times.

Estate Agent means an agent as defined under Section 1 of the Estate Agency Affairs Act, 1976.

HOA means the company Amberfield Manor Huiseienaarsvereniging registered in accordance with section 21 of the Companies Act 1973, Act 61 of 1973 or any amendment or replacement thereof.

Invitee means any person, being a family member, tenant and their visitors, member's visitors, employees, contractors, agents, which can be reasonably associated with the registered member.

Management means the Board of Directors appointed by members of the HOA from time to time whose powers and or functions may be delegated to an Estate Manager from time to time.

Member / Owner means a registered owner of vacant land, a stand or an erf in Amberfield Manor Estate. In these rules, the words member and owner are used concomitantly and shall have the same meaning.

Property means buildings and or land owned by a member or Amberfield Manor HOA and shall be applicable to either the member or the HOA based on the context each time the word property is used

Resident means a member / tenant having the legal right to occupy a house on the Estate, whether by virtue of ownership of his property or by virtue of a valid lease agreement

Tenant means a person who has the legal right to occupy a house on the Estate as specified in a lease agreement or any other written confirmation provided to the Estate office by the owner.

the Board means the Board of Directors of the Amberfield Manor Huiseienaarsvereniging (Registration number 2005/023596/08) incorporated in accordance with Section 21 of the Companies Act 1973, Act 61 of 1973 or any amendment or replacement thereof.

Words indicating the singular include the plural and vice versa.

AMBERFIELD MANOR HOA

Words indicating the masculine include the other gender.
Words indicating persons include Bodies Corporate.

3. **WARNING**

- 3.1. The Estate has a security system comprising perimeter security, access control and physical patrolling. The system has a detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate.
- 3.2. **The electric fence on the perimeter wall must be treated as live and could cause serious injury or death if / when touched.**
- 3.3. Fauna and Flora may not be disturbed or interfered with in any way by any person on the Estate.

4. **AIM AND PURPOSE OF THE CONDUCT RULES**

- 4.1. These Rules have been established in terms of the Memorandum of Incorporation of the Company (Homeowners Association 'HOA'). The Rules are binding upon all members, residents and invitees on the Estate, as is any decision taken by the Directors in interpreting these rules.
- 4.2. The registered owner / member of a property is responsible for ensuring that his invitees / tenants abide by the Rules.
- 4.3. Any damages incurred to the HOA property as a result of the actions of members, residents and / or invitees shall be the liability of the registered member.
- 4.4. Harmonious community living is only achieved when good neighbourliness is not sacrificed by members or residents who disturb the harmony by actions of disrespect of others, the environment and the rules.

4.B. **MEMBER'S DUTIES AND RESPONSIBILITIES**

- 4.b.1. A Member must ensure that all members of her or his family and her or his tenants, boarders, visitors, employees, building contractors, subcontractors, service providers and delivery persons to her or his property comply with these Rules, notwithstanding any contrary provision contained in a lease or Grant of rights of occupancy;
- 4.b.2. If an Owner sells or lets her or his property or any part thereof, she or he must ensure that the buyer, tenant or boarder is provided with a copy of these Rules.
- 4.b.3. An Owner may not use her or his property or any part of the Private Open Spaces or Common Facilities, or permit it to be used, 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.
- 4.b.4. Private Open Spaces and Common Facilities may not be damaged in any way.
- 4.b.5. Litter may not be strewn on Private Open Spaces or in Common Facilities, but must be placed in the litterbins were these are provided.
- 4.b.6. After having received reasonable notice from the Estate Manager, an Owner must allow a person authorised thereto by the Estate Manager, to enter upon her or his Erf to:
 - 4.b.6.1. prune trees, shrubs and plants which interfere with the proper functioning of the security system; or
 - 4.b.6.2. repair or carry out maintenance of any pipes, wires, cables and ducts existing on the Erf concerned and being used or capable of being used in connection with any Private Open Space or common facility, including the security system;
 - 4.b.6.3. Remove trees, shrubs and plants that obscure the view of motorists causing a traffic hazard.

5. **INTERPRETATION**

- 5.1. No section of these Conduct Rules may be so interpreted to be effective with retrospective effect, before the date of implementation of these Conduct Rules.
- 5.2. The Conduct Rules may not be applied so that -
 - 5.2.1. any persons' (members') rights existing before the implementation of the Conduct

AMBERFIELD MANOR HOA

- Rules, be negatively affected, or reduced; or
- 5.2.2. any existing rights not be valid after the implementation of the Conduct Rules; due to the same rights being in consistent with the new approved Conduct Rules, or not acknowledged in the new Conduct Rules;
- unless by mutual agreement and the right holder negates such rights in writing.

6. ZONING

- 6.1. Amberfield Manor Estate is first and foremost a residential Estate and in the interests of protecting its residents from the nuisance or aggravation factors usually accompanying such business activities, anyone wishing to operate a business from their residential premises shall apply to the Board of Directors for permission to do so, which permission shall not be unreasonably withheld. The Board shall consider the rights applied for, against the impact on the other residents' interests, and can grant permission, subject to applicable conditions, with the aim to protect its residents from any potential nuisance. The applicant may execute the right to operate the business activities applied for, for as long as he complies with the set conditions, instructions, directions or rulings made by the Board of Directors, with regard to such business activities.
- 6.2. The Tshwane Town Planning Scheme, 2008, as authorised by the Town Planning and Townships Ordinance, 1986, remain supreme in determining zoning rights. The Directorate shall not allow or grant any further use rights, and members shall not use the residential properties, to any further extent, as the municipal zoning allows for.
- 6.3. No person may conduct any business, professional or commercial activity from or on any property within the Estate in contravention of the Tshwane Town Planning Scheme, 2008, or disobey and non-comply to any rules, regulations and by-laws of the municipality.
- 6.4. Any property owner who allows the non-compliance of a municipal bylaw, or is guilty of a Town Planning Scheme contravention, may be held liable in terms of such Municipal Bylaw, or Town Planning Scheme. On receiving any municipal notice to either discontinue an activity or to legalise the non-compliance by way of an application, the members must comply with same. The member also have to inform the Directorate of the Estate of such notice and provide all relevant information, since one member's liability in terms of a bylaw or scheme contravention may have an impact on the surrounding owners and the Estate. Additional zoning rights will impact on the municipal rates and taxes being charged, and may increase service capacity requirements.
- 6.5. Written complaints to the HOA regarding disturbance or nuisance caused by business, profession or commercial activity, hobby or other activity, shall be investigated and considered by the Board of Directors. The Board is authorised to direct that such business, profession, commercial activity, hobby or other activity cease, or may consider a conditional consent for such activity, and set limiting conditions, in order to protect the interests of the other members / property owners. Such conditions may include: soundproofing of the garage and limiting a noise activity to the garage, and only within certain hours; require additional fire fighting protection; visitor parking limitations; business visitors may be limited in number or in certain hours, certain activities may be limited to certain hours. The Board must be fair in the management of members rights and freedom of use of their properties, and set limitations only when necessary for other member's and their interests' protection.
- 6.6. Guesthouses are not allowed on the Estate.

7. LEGAL ENTITIES AS MEMBERS (DIRECTIVE)

- 7.1. Any Public Company, Private Company, Closed Corporation, Trust Partnership or other legal entities which own vacant land, a stand or an erf on the Estate, such entity must file a power of attorney, duly executed by such entity designating one person who will officiate as a representative of, in all dealings with such entity's affairs with the HOA and with the Estate Office.

SECTION B: RULES

8. ADVERTISING & PAMPHLETS

- 8.1. Advertising or publicity material, pamphlets, personal notices may only be exhibited or distributed with the written consent of the Estate Manager. Fundraising activities or door-to-door sales may only take place with the written consent of the Estate Manager. Any advertising material displayed, exhibited or distributed in contravention of this rule may be removed. Any person who does not comply to this Rule may be stopped in the execution of the disallowed activity.

9. DISTURBANCE AND NOISE

AMBERFIELD MANOR HOA

- 9.1. In terms of the Noise Control Regulations, 1999 of the Environment Conservation Act, 1989 no 73 of 1989 of Gauteng Province no sound and media technology such as radios, televisions, music instruments, etcetera shall be used at a sound level that is a disturbance to other residents, at any time of the day or night. High noise levels of human voices that is a disturbance to other residents, is also not allowed.
- 9.2. Maintenance work on properties including the use of power tools, lawnmowers, edge trimmers and any other unspecified noise polluting devices and machinery are only permitted to be used between the following times: Monday to Friday from 07:00 to 19:00, Saturdays and Public Holidays from 08:00 to 17:00. None of these devices are permitted to be used on Sundays.
- 9.3. The hooters of motor vehicles or motor-cycles may not be sounded at any time on the Estate except as a warning of eminent danger in the case of an emergency.

10. DUMPING OF WASTE

- 10.1. Building, garden and household refuse and other materials may not be dumped on sidewalks. All garden, domestic and bulky waste needs to be removed before causing a nuisance or fire hazard. In failure to do so, the Estate Management will charge the waste removal service to the expense of the member's account.
- 10.2. All Estate property, including green areas, servitudes and outside perimeter, and vacant stands need to be kept free from all kinds of waste at all times. The resident / owner who generates the waste, and dumped it, is liable for the waste account, unless proof is provided that another person dumped the waste.

11. FIRE-ARMS, FIREWORKS

- 11.1. It is an offence to discharge fire arms, including air-and pellet-guns of any description on the Estate for any other purpose than self-defence. The Board may lay criminal charges against perpetrators of this rule, where evidence of the incident is available.
- 11.2. Setting-off fireworks of any form or for any reason is strictly prohibited at any time.

12. LANDSCAPING, GARDENS, STREETScape

12.1. LANDSCAPING AND GARDENS

- 12.1.1. The residential garden and the streetscape is an integral part of the Estate and have great importance in ensuring that the Estate develops into a homogeneous whole. Development and maintenance of gardens must be undertaken to integrate into the aesthetics of the Estate and focus on indigenous trees and plants.
- 12.1.2. Trees on member's private property or planted by a member on the sidewalk in front of the member's property, which causes a direct or potential hazard of any nature on or to the common property and infrastructure, or another member's adjacent property, have to be investigated by the Directors / Estate Manager, in consultation with the property owner, and any relevant aggrieved member/s. The Board's decision will be final, and the Board have the right to instruct the member to rectify the risk to their satisfaction, failure upon which the Board shall have the right to rectify the situation at the member's cost.

12.2. STREETScape

- 12.2.1. Every member is responsible to establish and to maintain the areas between the street curb and the boundary of the property, commonly referred to as the sidewalk. Planting must not interfere with pedestrian traffic or obscure the vision of motorists.
- 12.2.2. Established streetscape must be kept neat and tidy at all times. On occupation of a new residence, the member is allowed two months in which he/she is to establish a permanent streetscape including driveway paving.

13. MAINTENANCE

13.1. EXISTING DEVELOPED PROPERTIES

- 13.1.1. Every member is obligated to the community to keep his / her property in good aesthetic condition at all times and maintain the external of the buildings, walls, roofs, fences, gates, garage doors, driveways and gardens to the approval of the HOA.

AMBERFIELD MANOR HOA

- 13.1.2. Residents who will be away from the Estate for an extended period of time must make arrangements with somebody to maintain the garden and sidewalks and communicate such arrangements with the Estate office.

14. UNDEVELOPED ERVEN

- 14.1. Members are responsible to maintain their erven, including streetscapes and keep it tidy at all times, ensuring that regular grass-cutting and rubble removal is executed promptly, before a potential nuisance or safety hazard develops.

15. PERIMETER WALL

- 15.1. Notwithstanding the fact that the wall and the electric fence is forming part of their properties, members are not permitted to plant trees and / or shrubs at a distance from the Estate perimeter wall that would cause the adult plant, shrub or tree to interfere with the maintenance of the wall and could interfere with the functioning of the electric fence.
- 15.2. No person may damage or remove any part of the security wall, fence or equipment.
- 15.3. No attachments may be made to the security wall or fence without the prior written approval of the Estate Manager.
- 15.4. No signage whatsoever may be erected against or on top of the security wall or fence;
- 15.5. The wall and fence is the Estate's property and Management reserves the right to remove obstructing trees, shrubs and attachments and charge the cost thereof to the member's levy account.

16. PETS, ANIMALS

- 16.1. Members / residents are not permitted to keep more than two (2) dogs and / or two (2) cats on their properties.
- 16.2. For protection and identification, all dogs and cats when outside the erf, must wear a collar with a tag indicating the owner's name and contact details.
- 16.3. Animals must at all times be under the control of the member / resident. Boundary walls must be of such a nature to contain the animal / pet.
- 16.4. Members / residents keeping animal/s or pet/s should ensure that the animal / pet is of a nature that it does not cause a disturbance or threat to their neighbours.
- 16.5. Pet owners must ensure that their pets are not causing a disturbance / nuisance to the neighbourhood. Pets roaming the Estate may be deemed as stray, if not collared and tagged with the owner's details and may be removed from the Estate to prevent them from becoming a nuisance to the community and the environment.
- 16.6. Dogs outside erven must be leashed and controlled at all times. Owners of dogs are not allowed to walk their dogs on environmental protected areas and undeveloped erven. The removal of any excrement deposited by any pets outside the erven is the immediate and sole responsibility of the owner of the pet to dispose of such excrement. Any such excrement may not be disposed of on the sidewalks, streets, protected areas and undeveloped erven.
- 16.7. Cats are natural predators and are difficult to control. To avoid disturbance and degradation of wildlife on the Estate, it is compulsory for cats to wear at all times a mechanical bell or a similar device producing effective amplification to alarm wildlife when approached.
- 16.8. The HOA reserves the right to demand from owners of a particular pet, to remove the pet from the Estate, should the pet in the view of or judgement of the Directors / Management become a nuisance to the Estate members.

17. POLLUTION

- 17.1. Burning of household, garden-refuse or any other combustible waste is not permitted.

18. PRIVATE REPAIR WORK ON COMMUNAL PROPERTY

AMBERFIELD MANOR HOA

- 18.1. Major repairs of vehicles, trailers, caravans, boats, bikes and machinery is not permitted on communal areas and driveways on the Estate at any time. Major Repair work shall mean work on vehicles, trailers, caravans, boats, bikes and machinery or items of material or equipment that need complete overhaul or substantial replacement of parts, or that require special tools.

19. REFUSE

- 19.1. Each resident is required to have a standard municipal approved household bin. The bin's placement on the property should not be visible from the street and be screened from neighbours. Application forms for bins are available at the Estate Office.
- 19.2. To avoid proliferation of flies and animal pilferage, no refuse bags are allowed to be placed on the ground around the bin. If the volume of refuse exceeds the capacity of a single bin, the resident must acquire an extra bin. Refuse bins are required to be placed on sidewalks, driveways or designated collection points before 7:00, only on the day of refuse collection by the municipality and must be removed from the sidewalks, driveways or designated collections points on the same day after the bins were emptied by the municipality.
- 19.3. Should refuse not be collected by the municipality on the designated day, the bins may be left on the collection point until collected by the Municipality. If refuse bins are found on communal property within a reasonable period after the collection cycle, the member will be notified to remedy the situation
- 19.4. Residents, who will be away from the Estate on collection day, should make arrangements with the Estate office to leave refuse bins on an agreed place.

20. SECURITY

20.1. SECURITY CONTROL

- 20.1.1. Security of the Estate is considered to be of paramount importance. Members, residents and their tenants shall at all times assist and comply with whatever security system and procedures related to access control or other security aspects that may be implemented by the HOA.
- 20.1.2. The perimeter security, access control systems and security patrols serve as a deterrent and detection function and is not guaranteed to prevent a determined attempt at intrusion onto the Estate. Accordingly, neither the Estate, nor the security contractor nor any of their agents or employees shall be liable for any loss of life, injury, damage or loss to property suffered by any person.
- 20.1.3. Incorrect information makes it impossible to communicate and therefore it is incumbent on the members / residents to advise the Estate office and the Managing Agent of any changes in residential, postal and e-mail address, telephone numbers and vehicle registration numbers.
- 20.1.4. Every residence must have the correct erf number displayed to be visible from the street. This is a strict requirement in order to direct emergency and SAPS vehicles. Any attempted burglaries, boundary walls and fence climbing or any act of a suspicious nature must be immediately reported to security or to the Estate office.
- 20.1.5. All security incidents must be reported immediately to the Security staff on duty and the resident must insist on an OB reference number.
- 20.1.6. No members / residents are entitled to alter the Estate perimeter wall or interfere with the electric fence notwithstanding that the wall is erected on his / her property.
- 20.1.7. The security company is the contracted agents of the HOA and not of individual members / residents. Any instructions to security staff may only be channelled or given via Estate Office personnel. No instruction can be issued by members / residents to security staff. Members / residents must ensure that tenants / visitors or any other invitees to the Estate adhere to the security rules.
- 20.1.8. For security measures, entrance gates for contractors will be locked Monday to Friday from 17:00 until 07:00 the next day and remains locked over weekends and public holidays. Both Resident entrance and exit Gates and one Visitor gate entrance and exit gate will be closed from Monday to Friday at 22:00 and will reopen the following day at dawn. The latter will close at 23:00 on Saturdays and Sundays and will be re-opened at dawn. Only one entrance gate and one exit gate will be opened during the times specified.

AMBERFIELD MANOR HOA

- 20.1.9. Should a member wish to install their own security alarm system on the property they may do so subject to the following:
 - 20.1.9.1. The siren of the alarm system may be audible for a continuous period or intermitted intervals limited to a maximum of 15 minutes in total;
 - 20.1.9.2. The security operator to be an accredited company in the security industry and to be registered at the Estate Office.
 - 20.1.9.3. The security operator is to obey all the rules of the HOA and in particular but not limited to instructions or requests of the security as well as traffic rules. Security operators have the right of way into the Estate but are scanned on exit.
 - 20.1.9.4. Only one security company board is allowed to be displayed on the perimeter wall of the property.
- 20.1.10. Residents/Owners are welcome to employ private security companies should they wish to do so; this however in no way excludes them from membership obligations as members of the HOA. Residents/Owners are also to please note, that all private security is the responsibility of the Resident/Owner.
- 20.1.11. No night-watchmen is allowed on the property except if employed by an accredited security company, and the watchman appointment must be approved by the Estate Manager.

20.2. ACCESS SYSTEM

- 20.2.1. As an integral part of overall security, the HOA is responsible for regulating access to the Estate. Visually un-identifiable but electronically controlled encoded devices allow for controlled movements through the gates, booms and turnstiles.
- 20.2.2. The issuing of access devices are limited to members, bona-fide residents, registered contractors, Estate agents, domestic workers and other HOA authorised and security cleared persons.
- 20.2.3. Access devices are obtainable from the Estate office at a fee during office hours. The fees are determined by the Board from time to time.
- 20.2.4. Access devices are not transferable. Holders of access devices are not permitted to use their allocated device to allow the entry or exit of any other person or vehicle to and from the Estate.
- 20.2.5. Lost access devices must be immediately reported to the Estate office.
- 20.2.6. The right vests on the Estate office to suspend the function of an access device, should that holder be in default of monies due to the Estate and/or have been found in contravention of the HOA rules.
- 20.2.7. The Board will implement measures it deems fit to control access devices.
- 20.2.8. Members and bona-fide residents whose access device has been suspended will be required to gain access to the Estate by completing the visitor's register (manual or electronic) at the gate house when entering and exiting the Estate.
- 20.2.9. The Board has implemented a charge back system to recover usage cost for excessively high usage of the access control system. The cut-off level will be determined by the Board from time to time. Any calls in excess of this level will be charged to the relevant member's levy account at a cost determined by the Board.
- 20.2.10. Residents who intend to move from the Estate must inform the Estate office during office hours at least 24 hours before their intended date of departure. These residents' and their domestic workers' access devices will be disabled by the Estate office.
- 20.2.11. No access device / access permit can be issued to a person without a valid identification document.

20.3. ACCESS CONTROL

- 20.3.1. **Visitors**
 - 20.3.1.1. A positive identification by visitors (ID Book, Valid Drivers License or International Passport) must be provided to the security officer on request

AMBERFIELD MANOR HOA

to obtain access to the Estate. Pedestrians and cyclists must access the Estate using the correct access devices that were issued by the Estate Office. Schoolchildren may be allowed to enter the Estate on condition that their Host allows entrance via the Click-on Phone System after having completed the Visitor's Book.

- 20.3.1.2. If a visitor's vehicle's license disk and vehicle registration does not match, access to the Estate will not be granted. Any member whose visitor is denied access, may fetch his visitor at the security gate himself, and take the responsibility of the visitor, on himself to ensure the safety of other members, as far as this visitor is concerned.
- 20.3.1.3. The right of admission is reserved.
- 20.3.2. **Domestic Workers**
 - 20.3.2.1. Every Domestic worker prior to be engaged to work on the Estate must be registered by the member / resident at the Estate office. Members / residents must ensure that candidates are in possession of a valid SA ID document or a valid work permit issued by the SA Department of Home Affairs. No worker will be allowed access to the Estate without being in possession of such a document. On registration, the worker will be issued with a proximity access device and an access-permit reflecting the employer's name, the erf number, worker's name, his/her ID number and the expiry date of the work / access permit.
 - 20.3.2.2. No worker is permitted to use his/her assigned access device to allow any other person in and out of the Estate and must wear / display the access-permit when off the residence of his/her employer, but still on the Estate. Failing to comply, the worker will immediately be removed from the Estate and entry denied until cleared by the employer with Estate management / office.
 - 20.3.2.3. All domestic workers and their visitors are to enter and exit the Estate through the turnstile only.
 - 20.3.2.4. Domestic workers and their visitors are not permitted to congregate or loiter on Estate sidewalks, streets, communal property, protected areas, undeveloped erven and in the vicinity of the gate house.
 - 20.3.2.5. Domestic Workers and their visitors are not allowed to walk across undeveloped and other open areas.
 - 20.3.2.6. When a domestic worker is discharged the employer must immediately inform the Estate office to allow cancellation of the access device.
 - 20.3.2.7. Visitors of domestic workers must identify him / herself to security at the gate house for security clearance.
 - 20.3.2.8. Visitors of domestic employees will only be allowed entrance to the Estate when authorization is given to the security guard at the gate house by the employer of the visited employee.
 - 20.3.2.9. Visitors of domestic employees are not permitted to walk about the Estate except when accompanied by the host from the turnstiles to the residence and back. The security guard will only allow entrance and exit in the presence of the accompanying person.
 - 20.3.2.10. Visitors of domestic workers are not permitted to stay overnight and must leave the Estate by 21:00., unless an employer grant permission for the visitor of a domestic employee to stay overnight at his residence, in which case the employer is obligated to inform security of his/her permission. Any visitors of domestic workers found on the Estate after 21:00 or where security has no record that an employer authorised the overnight stay, they will be immediately removed from the Estate.
 - 20.3.2.11. Employers are responsible for the behaviour of their domestic employees and their visitors and must ensure that they are familiar with Estate rules.

AMBERFIELD MANOR HOA

20.3.3. Casual Workers

- 20.3.3.1. Members / residents are strongly discouraged to employ unknown casual workers, gardeners and/or any other categories of casual workers on the Estate. Should they on occasion be required, it is expected from all members / residents to strictly adhere to all rules of the Estate.
- 20.3.3.2. Members/residents who intend to employ casual workers must ensure that the person is in possession of a valid RSA ID Document or a valid work permit issued by the SA Department of Home Affairs. Such document has to be handed in at the gate house for clearance and registration. No casual workers will be allowed to enter the Estate without being in possession of such a valid document. No casual worker employed by a member is permitted to enter or exit the Estate by any other means other than the turnstiles controlled by a security guard at the Estate. Any person who ferries a casual worker in and out of the Estate or in any other way is transgressing the rules of the Estate.
- 20.3.3.3. Casual workers are not permitted to walk about the Estate. It is the employer's responsibility to ensure that every casual employee is accompanied by himself/herself or his/her authorised representative from the turnstile to the property and back to the turnstile. Only the security guards are authorised to allow access through the turnstile.
- 20.3.3.4. Employers of casual workers are responsible for their behaviour. The HOA reserves the right to take action against the employer of casual workers should Estate rules be contravened. No casual worker is allowed to stay overnight on the Estate.

20.3.4. Contractors, Sub-contractors and Builders

- 20.3.4.1. Refer to annexure B for rules that apply to this category of entrants to the Estate.

21. SELLING AND LETTING

- 21.1. Members have to ensure that their prospective Estate Agent is properly registered with AMBERFIELD MANOR HOA, in order to manage the provision of accurate information about the Estate to the Agents and prospective purchasers, and encourage trustworthy and ethical marketing of estate properties to prospective buyers. An Estate Agent needs to present a copy of his/her Fidelity Fund Certificate at registry. It remains the duty of the member and the registered Estate Agent to ensure that prospective purchasers are accurately informed about the Estate, its Rules, Contractors Code of Conduct and any other administrative regulations applicable at the time of purchase. The registry of Estate Agents replaces the need for Estate Agents marketing signs on Estate properties.
- 21.2. The member must ensure that his/her tenants and Estate Agents adhere to these rules. The member will be held liable for any failure by such tenant or Estate Agent to comply, and the member will be responsible to address the consequences of their non-compliance
- 21.3. AMBERFIELD MANOR HOA reserve the right to issue a document to Estate Agents containing Estate marketing information and internal rules applicable to selling and letting of Estate properties, and to publish and take any necessary measures in the letting and selling process to manage the service delivery needs of members in this regard
- 21.4. A member leasing an estate property is encouraged to ensure that the Lease Agreement is subject to compliance to the Rules of Conduct of the Estate. For that purpose, such a clause is to be included in the Lease Agreement and a copy of the Rules of Conduct must be Annexed to the Lease as an Addendum. Notwithstanding compliance to this rule by the member, the member remains responsible for his tenants' compliance to the Rules of Conduct.
- 21.5. The buyer will only have recourse against the seller, if the seller provides inadequate or inaccurate information about the estate property and the HOA's company management and membership obligations.
- 21.6. When entering into a lease agreement, a member shall notify the Estate Manager in writing giving details of:
 - 21.6.1. The name and contact details of the member and the Lessee concerned;
 - 21.6.2. The duration of the Lease;
 - 21.6.3. The name and contact details of the Estate or Rental Agent managing the lease on behalf

AMBERFIELD MANOR HOA

of such member.

- 21.7. The issuing of access devices to the tenant as resident and HOA authorised and security cleared persons, in terms of clause 20.2.2 after compliance to clause 21.6.
- 21.8. The HOA may not issue a clearance certificate or any other certificate required for purposes of the transfer of a property by a member (the seller), if-
 - 21.8.1. the offer to purchase does not contain a clause binding the purchaser to the provisions of the Articles of Association and Statutes or Memorandum of Incorporation of Amberfield Manor HOA;
 - 21.8.2. all moneys due to Amberfield Manor HOA have on the date of registration not been paid or provision has not been made to the satisfaction of the HOA for the payment thereof; or
 - 21.8.3. there has been a breach by the seller of any of these Rules or of the Articles of Association or of the Memorandum of Incorporation that has not been remedied, or for the remedying of which provision has not been made, to the satisfaction of The Board.

22. STREET USAGE, PARKING AND STORAGE

22.1 STREET USAGE

- 22.1.1. Unless specifically stated otherwise in these rules, the normal statutory traffic laws apply in the Estate and further to this, the following rules shall also apply:
 - a) A speed limit of 30km/h applies in the Estate;
 - b) Pedestrians will at all times have the right of way and may utilize the road as passage;
 - c) Vehicles must at all times be operated with the utmost care in the Estate;
 - d) Vehicles are to be driven in the Estate, on the streets only and not operated off-road on other Estate properties such as communal properties and undeveloped erven;
 - e) Vehicles that, in the opinion of the Estate Manager, produce excessive noise will be prohibited from entering the Estate and / or being operated in the Estate; unless the vehicle is used for construction of undeveloped erven;
 - f) No motorized vehicle will be permitted in the public open spaces other than maintenance vehicles;
 - g) Un-roadworthy and unlicensed vehicles as well as unlicensed drivers may not use the streets in the Estate;
 - h) Vehicles may not be left unattended in such a manner that they may cause an obstruction to other road users;
 - i) Quad-bikes, golf-carts and off-road motor bikes are not permitted to be operated on the Estate; and
 - j) No horse and trailer or articulated delivery vehicles will be allowed on the Estate, irrespective of such vehicle weight and the weight of any vehicle will be limited to 15 (fifteen) tons.
- 22.1.2. Drivers that act / drive in any ruthless, inconsiderate or irresponsible manner will be subject to the imposition of a penalty or fine. In addition to any penalty imposed, Management may implement appropriate legal actions or legal remedy, if damage to property or injuries to people is incurred.

22.2. PARKING AND STORAGE

- 22.2.1. Residents must ensure that their own vehicles, caravans, trailers, boats, machinery, bikes of any description and those of their visitors and invitees to the Estate are parked off street on their property.
- 22.2.2. Parking on streets, sidewalks and communal property is not permitted. Sidewalk-parking however, is relaxed for visitors where additional parking is required for guests on condition that prior permission is obtained from neighbours.
- 22.2.3. Members / Residents who live in cul-de-sacs may allow their visitors to park on sidewalks in front of their direct neighbour's erf, on condition that prior arrangements have been made with those neighbours.
- 22.2.4. Estate office permission is required in order to park on street curbs.
- 22.2.5. Notwithstanding the provisions of clause 22.2.2. – 22.2.4, the flow of traffic may not be

AMBERFIELD MANOR HOA

restricted by parked vehicles.

- 22.2.6. Residents will be required to immediately comply with Estate requests to remove a vehicle, caravan, boats, machinery or bikes of any description which is parked contrary to the spirit of the rules or which is causing an obstruction. The right to remove offending vehicles and recover the costs from the member by levying the costs to the member's levy account will vest in management.'
- 22.2.7. Vehicles, caravans, trailers, boats, machinery, bikes of any description or other items that are parked / stored on or about a member's property should be sufficiently screened from neighbour's property ground level view and not be distracting from the surroundings or the aesthetic appeal of the Estate. The Estate Manager/ Management may instruct the member to have such items removed or concealed from view, to their satisfaction.
- 22.2.8. No parking or storage of any vehicles, caravans, trailers, boats, machinery, bikes of any description or other items should be allowed on undeveloped erven, without written approval from Estate management / office.
- 22.2.9. The HOA is under no obligation to provide additional parking facilities for members / residents. Should they possess any vehicles, caravans, trailers, boats, machinery, bikes of any description, or other items which they are unable to park / store on their property they are required to make alternative arrangements for parking / storage off the Estate.

23. UNSIGHTLY OBJECTS

- 23.1. Wendy houses, tool sheds, jungle gyms, and other self-standing structures may only be erected by the express permission of the Board and shall meet the requirements as stipulated in the architectural guidelines. Any such objects which are not effectively screened, considered by the Board as unsightly or to the detriment of the appearance of the Estate, the member shall be required to immediately comply with the request of the Board to remove such objects from his / her property, or screen it from view.
- 23.2. The following provisions shall apply when a member wishes to erect Wendy houses, tool sheds, jungle gyms, and other self-standing structures:
 - 23.2.1. If the intended structure/s exceeds and overall height of 1.8 metres from ground level, the application referred to in clause 23.1 above must be accompanied by the adjacent neighbour's written consent; and
 - 23.2.2. The adjacent neighbour's written consent will be taken into account by the Board when considering the merits of such an application as referred to in 23.1 above.

24. WASHING LINES

- 24.1. Washing lines on a property must be out of view from the street and screened from neighbour's ground-level view.
- 24.2. Washing, mats and other objects are not allowed to be draped over walls, balconies, fences, gates and balustrades.

25. WASHING OF VEHICLES AND HAZARDOUS CHEMICALS

- 25.1. Washing of vehicles or machinery can only be performed within the member's private property.
- 25.2. Hazardous chemical run-off into the street from any erven is prohibited.

SECTION C: DISPUTES, CONTRAVENTIONS & COMPLAINTS

26. DISPUTES AND COMPLAINTS

- 26.1. In an event of disputes between members / residents arising from annoyance or nuisance the involved parties should attempt to settle the matter between themselves, exercising tolerance and consideration. Members may report perpetrators to the respective authority (SAPS) and to the Estate Office.
- 26.2. Any complaints or concerns regarding Estate security should be lodged with the Estate or Security office. This way, matters are noted and communicated for actions and resolutions.
- 26.3. A Member, who wishes to register a complaint with, or to bring another matter to the attention of the Board must do so in writing addressed to the Estate Manager and marked for the attention of

AMBERFIELD MANOR HOA

the Chairperson: AM HOA. The complaint will be managed in the following way:

- 26.3.1. Complaints have to be investigated by the Directors / Estate Manager, in consultation with the property owner, and any relevant aggrieved member/s, and the facts be available for the Board to make a decision;
 - 26.3.2. A matter so raised must be included in the agenda of the next ensuing Board Meeting;
 - 26.3.3. The Board may decide to let the matter stand over to another meeting to allow its members reasonable time to acquaint themselves adequately with the detail of the matter to be able to take an informed decision on it;
 - 26.3.4. The Board may in its sole discretion allow the owner concerned an opportunity to address it on the matter if it requires further clarification to enable it to deal with the matter;
 - 26.3.5. The Board may in its sole discretion designate one or more of its members to meet with the member concerned on the matter raised and dispose of it or to report its finding and advise, if any, to the Board; and
 - 26.3.6. Communicate back to the member will be via the Estate Manager;
- 26.4. A member who is dissatisfied with the procedure followed by the Board in processing a matter raised by him/her or with its discretion on the matter, may –
- 26.4.1. Refer the matter to his/her own legal representative of own choosing at his/her own cost;
 - 26.4.2. Refer the matter for Arbitration in which case the provisions of Clause 27.5 shall apply or may refer the matter to the Community Schemes Ombud when the Ombud's Services are operational.

27. SETTLEMENT OF DISPUTES BY ARBITRATION

- 27.1. Should a dispute not be resolved as anticipated under Clause 26.3.1 – 26.3.6, this dispute between the member and the HOA or vice versa or between members arising out of or in connection with or related to these rules save where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined by Arbitration in terms of these rules.
- 27.2. If such a dispute or complaint arises, the aggrieved party shall notify the other affected party or parties in writing and copies of such notification shall be served at the Estate Office to the Directors and the managing agent, if any. Should the dispute or complaint not be resolved within 14 days of such notice, either of the parties may demand that the dispute or complaint be referred to arbitration: Provided that, if a member declares a dispute with the HOA, it shall be sufficient notice if notification is served on the Directors and managing agents, if any, and such a member will not be required to serve notice on each of the other members.
- 27.3. Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties must appoint an arbitrator who shall be an independent and suitably experienced and qualified person as may be agreed upon between the parties to the dispute.
- 27.4. Arbitration shall be held informally or otherwise as the arbitrator may determine. The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of the arbitration in such amount and form as the arbitrator may determine, failing which the arbitration shall not be proceeded with. Where possible, the arbitration shall be concluded within 21 days after the matter has been referred to arbitration in terms of 27.3. or security for costs has been furnished.
- 27.5. The arbitrator shall make his or her award within 7 days from the date of the completion of the arbitration and shall, in making his or her award, have regard to the principles laid down in terms of these rules. The arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he or she may determine, and as he or she, in his or her discretion, may deem appropriate having regard to the outcome of the arbitration.
- 27.6. The decision of the arbitrator shall be final and binding and may be made an order of the High Court upon application of any party to or affected by the arbitration.
- 27.7. Notwithstanding that the Arbitration Act, No. 42 of 1965, makes no provision for joinder of parties to an arbitration without their consent thereto, should a dispute arise between a member and more than one member or between a number of members arising out of the same or substantially the same cause of action, or where substantially the same order would be sought against all the parties against whom the dispute has been declared, such parties shall be automatically joined in the arbitration by notice thereof in the original notice of dispute given in terms of clause 26.2.

28. PENALTY CLAUSE

- 28.1. Any resident / member who contravenes or fails to comply to any of the Rules of Conduct or any rule in the Annexures to the Rules of Conduct, is guilty of an offence against the members of the Estate, and can be held liable, by decision of the Board, to a penalty or fine, which are to be charged to the members' account.
- 28.2. A suitable table of fines and penalties are to be drafted, and approved on a general meeting of the company. The fines and penalties may be reviewed and updated from time to time, and amendments are to be approved in the same manner.

29. ENFORCEMENT OF RULES AND HANDLING CONTRAVENTIONS

- 29.1. The directors may, in order to enforce the rules, -
 - 29.1.1. Notify a member in writing of the non-compliance of the rule, require reparation if damages is involved, or settlement of the cost / expenses of the Estate for executing the reparation, or payment of a fine, within a period that may be determined by the directors;
 - 29.1.2. Take the necessary action, including legal action, as they deem necessary to enforce the reparation of any breach of a rule or to recover damages to the company from a member and the member involved may be billed to pay the costs incurred in the process and or:
 - 29.1.3. Charge fines and other penalties on the premise that the amounts of any fines shall be revised and approved on a (every annual) general meeting of the company, on the premise that the directors shall at all times act in a fair, responsible, transparent and reasonable manner, in enforcing the rules and resolving disputes.
- 29.2. A member may appeal against a decision of the Board, -
 - 29.2.1. against the member being guilty of non-compliance of a rule,
 - 29.2.2. against any action to enforce reparation or recover damages;
 - 29.2.3. against fines and any other penalties charged.

Annexure A: Estate Agent Rules, Selling and Letting

A. ESTATE AGENTS

1. An agent who wishes to operate within the Estate must apply for registration at the Estate office and undergo an induction process covering rules and other administrative regulations of the Estate.
2. An application will be considered on presentation of his/her business credentials, Fidelity Fund Credentials and payment of a non-refundable registration / mandate fee.
3. No agent may commence to operate on the Estate unless approved by the Estate Office.
4. Agents' mandate to operate on the Estate will be valid for 12 months, after which a new application must be submitted.
5. Should an agent be in breach of Estate rules, the HOA reserves the right to withdraw the authorisation to operate on the Estate.
6. The agent may only operate by an 'appointment-basis' and shall at all times personally accompany a prospective buyer on the Estate.
7. If properties are to be on show over week-ends, the agent must inform the Estate Office in writing of his intent and provide details of the property on offer before 11:30 on the Friday preceding the show-weekend.
8. The Estate Office will advise each agent of the number of pointer boards which may be erected on sidewalks on that weekend for each property on show. The Estate Agent shall abide by the municipal by-laws governing advertising signage and shall furthermore abide by the code of conduct of the Institute of Estate Agents of South Africa North.
9. Signage can only be erected after 12:00 on Friday and must be removed by 18:00 on the subsequent Sunday.
10. Any signage not removed after sundown on the subsequent Sunday will be removed and discarded by the Estate Office.
11. Once a property is sold, all advertising boards must be removed within 2 weeks from the date of acceptance and a signature of a deed of sale.

B. Selling of Properties

12. Only Estate agents registered and approved by the Estate Office are permitted to operate on the Estate.
13. When a member does not wish to utilize the services of a HOA-registered agent, he may select an agent of his choice; however, such agent must apply for registration and must undergo an induction process covering the Estate rules before permission will be granted to operate on the Estate.
14. Members and Estate agents are obligated to inform prospective buyers about the Estate's Rules of Conduct and regulations.
15. On realization of a purchase, the selling member must ensure that the purchase agreement includes a copy of the Estate rules and regulations and the purchaser signs an acknowledgement of receipt for it.
16. It remains the responsibility of the selling member to ensure that not more than 3 (three) "Sale" notice Boards are displayed on the property that is in the market.
17. In the event of private sales, the provisions of Annexure A 5 – 11 must still be adhered to by the selling member.

C. Letting of Properties

18. A member leasing an estate property is encouraged to ensure that the Lease Agreement is subject to compliance to the Rules of Conduct of the Estate. For that purpose such a clause are to be included in the Lease Agreement and a copy of the Rules of Conduct be Annexed to the Lease as an Addendum. Notwithstanding compliance to this rule by the member, the member remains responsible for his tenants' compliance to the Rules of Conduct.
19. When entering into a lease agreement, the member is obligated to provide the Estate Office with a copy of the signed agreement, and provide relevant contact details of the tenant and leasing agent for record purpose.

AMBERFIELD MANOR HOA

20. No tenants will be permitted to enter the Estate without a copy of such agreement having been registered at the Estate office.
21. Members utilizing the services of a leasing agent must ensure that the agent is registered and mandated to operate on the Estate by the Estate Office.
22. Members shall be responsible for the behaviour of their tenants and is obligated to make good any nature of damage caused by his tenants, family and invitees to HOA property and or local authority installations.
23. Should a member fail to make good such damage, the Directors reserve the right to repair the damage and debit the cost thereof to the levy account of the member.
24. Should a member fail to restrain their tenants, their family or invitees to the Estate, and enforce compliance to the Estate Rules, any fines or penalties that may have been imposed by the HOA will be levied to the members' levy account. The Estate office may suspend the function of an access device of a tenant, with the permission of the member / lessee, as a penalty, to enforce the tenant's compliance to the Estate Rules, if the tenant is in contravention of the HOA rules.
25. Tenants' access registered devices are automatically cancelled at the end of the last day of the lease agreement. From there on, tenants' requires the leasing members' approval to enter the Estate.

Annexure B: Guidelines and Rules for the design and construction of new dwellings, alterations and additions; Building Rules

Definitions:

'Ground Floor' means floor on ground level as indicated on the plans

'First Floor' means floor above the ground floor as indicated on the plans

A. ARCHITECTURAL GUIDELINES AND RESTRICTIONS

Introduction

1. A residence in Amberfield Manor is not just a home but also an investment and these guidelines are aimed at improving the value of a property on the Estate.
2. Whilst the guidelines are aimed at permitting an expression of a degree of individuality and personal preference, it is also aimed at ensuring that the Estate maintains a high degree of aesthetic integrity and harmony, both with the surrounding environment and with other building elements within the Estate.
3. The controlling authority for the development of the Estate is the HOA who will be responsible through the elected Directors for the approval of all building plans and building activities. The decision on whether or not a plan for a dwelling and the construction process of the dwelling, complies with the approved architectural style is a function of the Board of Directors, basing their careful judgement on these guidelines in reaching their decisions.
4. No members' rights are inferred / conditional to general adherence to these guidelines. A member may appeal against a decision regarding approval of building plans or non-approval of building plans, and follow the complaints and disputes process, in terms of Clause 26 of this Rules of Conduct.
5. If the case where the issue decided on by the Board, is not prescribed by the National Building Regulations, the Municipal Bylaws, the Town planning scheme, or these Architectural Guidelines, the discretion of the Directors, will apply.
6. It is strongly recommended that members engage the service of a professional architect. Further it is recommended that the chosen architect consults with the Estate Manager prior to the design of a dwelling to determine the intent of the design parameters and to ensure that the dwelling is aesthetically pleasing and in harmony with the landscape.
7. It is incumbent upon the member, Architect and Builder to ensure that they use the latest update to this version of the rules. The Rules of Conduct and Architectural Guidelines, and all its amendments applicable at the date of admission of the building plans for HOA approval, will be enforced. No rule, guideline, or restriction will have retrospective effect.
8. A neighbour's permission or objection, for an aspect of the applicant's proposed development, will be taken in consideration by the Board, to balance the protection of one member's rights and restriction of the other member's rights.
9. If a member has to request the neighbour's permission, for an aspect of the applicant's proposed development in terms of these guidelines, he needs to provide plans or information to the neighbour regarding the application, but only needs to show proof of receipt by way of a signature of the neighbour. The neighbour may provide his/her written approval by way of signature on such plan, or a separate consent document or lodge an objection at the Estate Office. If the neighbour does not reply or react to the request for permission within 2 weeks from the receipt of such request, the applicant's duty to the neighbour will be seen as complied with.

Town Planning Control

10. The terms of title conditions, the Tshwane town planning scheme, 2008, which includes but is not limited to the conditions of Amberfield Manor Estate, Rooihuiskraal North extension 23, the Municipal bylaws, and National Building Regulations, as well as this Architectural guidelines, applies to all buildings on the Estate.
11. Notwithstanding that any plans or improvements may comply with the legislative requirements, only the approval of any plans or improvements within the Estate by the AMBERFIELD MANOR HOA, authorises construction in accordance with such plans.
12. Similarly, compliance with the restrictions imposed by the AMBERFIELD MANOR HOA shall under no circumstances absolve the member of a property within the Estate from the need to comply with the legislative requirements nor shall the AMBERFIELD MANOR HOA approval be construed as permitting any

AMBERFIELD MANOR HOA

contravention of restrictions imposed by any authority having legal jurisdiction.

Zoning

13. Because of the Conditions of establishment determined by the City Of Tshwane Department of Housing, City Planning and Environmental Management, no application for rezoning shall be considered by the HOA.

Density

14. Unless otherwise stipulated by the conditions of Amberfield Manor Estate, Rooihuiskraal North extension 23 imposed by the City Of Tshwane, the number of dwellings that may be erected on an erf shall not exceed the maximum density permitted in terms of the town planning scheme which is one dwelling per erf.

Floor Area Ratio (FAR)

15. The maximum floor area ratio (bulk) that may be erected on an erf shall not exceed 0.6 (zero point six).

Coverage

16. **Single Storey Dwellings (50%):** In order to enable members to construct a single storey dwelling with the same maximum floor area ratio which is permitted for a double storey, the HOA will generally support applications to the local authority to increase the coverage for a single storey dwelling from 50 to 60 percent.
17. **Double Storey Dwellings (40%):** The ground floor coverage of double storey dwellings shall not exceed 40 percent of the area of the erf. In order to encourage the construction of a greater bulk at ground level, the HOA will be prepared to consider plans for double storey dwellings with a ground floor coverage greater than 40 percent, provided that the area of the upper storey is commensurately reduced in order not to exceed the maximum FAR of 0.6 (for example, on a stand of 750m², a house with 350m² on ground floor level and 100m² on the upper level is preferred to a house with 300m² on the ground level and 150m² on the upper level).

Double Volumes

18. Double volumes in dwellings are deemed to form part of the first floor areas.
19. Yarded or screened off areas where the screen exceeds one (1) meter in height on the first floor will be included in the first floor coverage area.
20. Basement areas will be included in the FAR calculations and must be complimentary with the ground floor footprint and cannot have any windows or doors in the outside walls.

Height Restrictions

21. No more than two (2) storeys shall be erected vertically above each other nor shall the height of any part of the structure exceed eight point five (8.5) meters above the natural ground level vertically below that point.

Building Lines

22. No structure shall be erected within a distance of two (2) metres from the boundary between one stand and another and two (2) metres from the rear end boundaries. No structure shall be erected within a distance of five (5) metres from the boundary between an erf and a street.
23. Upon the receipt of a written application providing a motivation the HOA will consider relaxation of building lines. Any affected neighbours' written consent must accompany the application.

Minimum Dwelling Size

24. All dwellings must have a minimum floor area of 175m² (one hundred and seventy five square metres), including covered patios, carports, garages, servant's quarters.
25. The HOA shall be entitled not to approve the plans for any dwellings which may in the directors' sole opinion detract from the appearance of / or reduce the aesthetic value of the Estate as a whole.
26. The Directors must furnish reasons for not approving a plan and objections may be lodged in writing and addressed to the Directors in terms of Clause 26 - Complaints and Disputes of the Rules of Conduct, (only) when a plan has been rejected. (in terms of Clause 25).

B. DESIGN GUIDELINES

27. All dwellings including outbuildings, in the Estate, shall be designed to conform to these principle guidelines and rules. The decision on whether or not the design for the dwelling complies with the architectural style shall be carefully judged by the Board of the HOA, based on these guidelines. Appeals may be lodged in writing to the Board.
28. Elevation treatment of all buildings must conform to good architecture so as not to interfere with neighbour's privacy or distract from the general appearance of the neighbourhood. Windows, balconies, especially in the instance of a double storey dwelling should not overlook the living area of the adjacent dwelling.
29. Any relaxation of Rule 28 will only be considered by the HOA on presentation of the affected neighbour's written consent.
30. Buildings shall have a combination of flat and pitched roofs or solely pitched roof at the minimum of 30° (thirty degrees).
31. Solely flat roofs are not permitted.
32. Flat roofs sections must be surrounded by parapet walls and its surface must not be visible from the street, common property or from neighbours' ground elevation.
33. Only chromadek or other factory painted profile metal sheeting shall be used to cover the flat section of the roof. Corrugated sheets shall be of non-reflective finish.
34. Fibre cement, canvass or shade netting of any type is not permitted.
35. Only concrete roof tiles, slate tiles or shingles are permitted to cover pitched roofs. Profiled metal or any other type of metal roof sheeting or thatched roofing is not permitted.

Walls (Including Boundary Walls)

36. Walls, including boundary walls shall be built of bricks and must be plastered and painted or in face bricks.
37. Non-masonry type, concrete, pre-cast panel walls, timber walls of any type or stone walls are not permitted to be used.
38. Boundary walls are to be integrated into the design of the main building or of a finish approved by the HOA. If any boundary walls abut a common area it must be plastered and painted on both sides.
39. In addition to the above, metal balustrades in conjunction with brick pillars may be used only at street boundaries or rear boundaries where the rear faces a public or common area. Face brick walls will be allowed.
40. Plants or shrubs may not be used to form boundaries between properties.
41. Razor and barbed wire are not allowed to be erected on boundary walls of a property.
42. Broken glass may not be used as a top-finish on boundary walls.
43. A member who intends to install an electric fence has to obtain the adjoining neighbours' written permissions, which must be provided to the Estate Office, along with the notice to the Estate Office of the installation of the electrical fence.

Boundary Wall Heights

44. Street boundary walls are to be a maximum height of 1.8 (one point eight) metres unless otherwise approved by the City Council.
45. Walls between properties in the rear of the property shall be a maximum height of 2.4 (two point four) metres, however, side boundary walls must coincide with the street boundary wall for the first 2 (two) metres before reaching maximum height unless otherwise approved by the City Council.

(Note: All heights of walls are from the natural ground level of the erf)

Outbuildings

AMBERFIELD MANOR HOA

46. Outbuildings, including carports must match the main building in style, elevation and material usage in all respects.
47. No shade-netting, canvass or lean-to type structures shall be permitted.
48. Staff accommodation shall be contained under the roof of the main building.
49. Kitchen-yards, drying yards, washing lines and staff facilities are to be screened from public view and from neighbour's ground level elevation.
50. Neighbours' view should be taken into consideration when designing entrance to kitchen and staff quarters.
51. The overall height of free-standing structures including but not limited to wendy-houses, garden-sheds, washing lines, and playground equipment, shall not exceed 1.8 (one point eight) metres and must be so located not to be visible from the street, common areas and effectively screened from neighbour's ground level elevation view, public view and screened from the street. Approval for the construction of the structure, or for exemption from the height or visibility of the structure, must be obtained from the HOA and neighbours prior to erecting such structures.

Gutters and down-pipes

52. Gutters and down-pipes shall form an integral part of the design and be constructed and finished to match the style of the main building.
53. Concrete roof down-pipes must be concealed from public view.
54. Metal gutters and down-pipes and any other rainwater related items must be in chromadek or any other factory painted materials or of durable SABS-Standard approved non-metallic materials.

Plumbing and drainage pipes

55. All external plumbing and drainage pipes are to be concealed by means of using ducting which must be incorporated inside the dwelling and not to the detriment of the overall aesthetic appearance of the structure.

Paving

56. All driveways and walkways are to be completely paved and the overall width in the common area of the property and sidewalks of the premises should not exceed 6 (six) metres. Applications for extension of the paved driveway area must be in writing and are to be approved by the HOA. Consideration for approval will be more favourable if accompanied by surrounding neighbours' written consent.
57. No exposed concrete finish to driveways will be permitted.

Solar panels and geysers

58. Each request for the approval of the installation of solar heating will be assessed individually and will require HOA and neighbours' approval.
59. Solar Heating Panels should be incorporated into the building and form part of the basic structure and must be clearly shown on all drawings.
60. The extent of the area covered will be at the discretion of the HOA.
61. External installation of geysers or tanks and other heating devices are not permitted to be installed on pitched roofs.
62. Installation of solar heating panels and tanks or other heating devices on flat roof portions of the building with a parapet which obscures the installation will have no restriction on the type of installation; however, neighbours' approval will be required.

Windows and doors

63. Natural timber or aluminium frames should preferably be used. Steel or any other material window / door frames is subject to consideration by the HOA on individual case basis.

Burglar bars

AMBERFIELD MANOR HOA

64. Burglar Bars may only be installed internally on windows.
65. The preferred colour of burglar bars is brown or black.

Garages

66. All properties shall have an enclosed garage to accommodate at least 2 (two) vehicles.
67. The style, material and construction of the garage and main building should form a aesthetic unit, with similar finishing.
68. All garages must have full garage doors for vehicle access and exit.
69. It is preferred that natural timber doors are used. Galvanized / steel type garage doors are not permitted, except where the door is not visible from the street or common areas.

Swimming pools

70. Drawings to be submitted showing the position of the pool and the location of the pool pump which must be positioned so that the noise should not be a nuisance to neighbours.
71. Pools' and ponds' outlets must not be connected to the sewer but to drain into the street.

Air-conditioning

72. The positioning of the external air-conditioning unit must be cleared by the Estate Office, unless it is indicated on the drawings already lodged for approval.

Landscaping

73. The character of the Estate landscape is primarily indigenous and all visible landscaping undertaken should integrate into the aesthetics of the Estate, focusing on plants and materials that attract birds and other fauna.
74. Residential gardens, including the portion between the street curb and the street boundary of the property are an integral part of the Estate's landscaping theme and members are encouraged to utilize indigenous plants and trees with non-aggressive roots to landscape the areas accordingly.
75. Amberfield Manor HOA accepts no liability whatsoever for disputes arising between neighbours in respect of trees and or shrubs causing a nuisance of whatsoever nature and / or potential or actual damage to private property.

Awnings

76. All awnings of any kind must be approved by the HOA.

Alterations and additions

77. In an effort to ensure continuous aesthetic control on the Estate, all members wishing to undertake any external alteration to their property in any way, shall submit plans to the AMBERFIELD MANOR HOA and obtain written permission prior to commencing with any building alteration or addition. This also applies to all temporary dwellings, additional windows, doors, garden sheds, gazebo's, washing lines, swimming pools, ponds, and pumps, carports, Wendy houses and playground equipment but are not limited to these building alterations and / or additions.
78. Any alterations or additions must comply with Estate architectural guidelines, Estate rules, local municipal bylaws and National Building Regulations.
79. Members shall at all times ensure that any object or structure which may be considered unsightly or to the detriment to the appearance of the Estate, is not visible from the street, common areas or ground elevation area of the neighbouring properties.
80. All applications for HOA approval of external alterations and additions need the written approvals or objections of the neighbours in view of the alteration, including the neighbours across the road.
81. Existing garages may not be converted into living space if it means that the property no longer has garaging for 2 (two) vehicles.

AMBERFIELD MANOR HOA

82. All structures shall be constructed and finished to match the main building.

C. SUBMISSION OF BUILDING PLANS AND APPROVAL

83. Before submitting plans to the local authority, the HOA must approve the plans.
84. No submitted building plan will be considered for approval by the HOA if the levy account for that erf is in arrears.
85. The member has to request the neighbour's permission, as and when these guidelines may require it.
86. If a member has to request the neighbour's permission, for an aspect of the applicant's proposed development in terms of these guidelines, he/she needs to provide plans or information to the neighbour regarding the application, but only needs to show proof of receipt by way of a signature of the neighbour. The neighbour may provide his/her written approval by way of signature on such plan, or a separate consent document or lodge an objection at the Estate Office. If the neighbour does not reply or react to the request for permission within 2 weeks from the receipt of such request, the applicant's duty to the neighbour will be seen as complied with.
87. Detailed design drawings must be prepared in compliance with conditions and / or regulations applied by the HOA and local authority.
88. Four complete sets of drawings in conjunction with building plan scrutiny fee as contained in Annexure E and a copy of the NHBRC enrolment certificate must be submitted to the Estate office for registration and submission to the Aesthetic Committee for approval.
89. Once approved by the HOA, one set of drawings will be retained by the Estate Office for its record and the other three sets will be approved, stamped and returned to the member for submission to the local authority.

Note: The local authority will not accept building plans that do not bear the HOA stamp of approval.

D. BUILDING RULES

90. No construction activities will be permitted to commence until building plans have been approved by the local authority and a copy of these have been provided to the Estate Manager's office for record purposes and all other relevant documents have been completed and signed by the member.
91. Rules and regulations governing the building activities are rules adopted by the HOA and are binding on all members, their contractors, suppliers and agents.
92. It is a member's responsibility to ensure that his appointed contractors are aware of the rules and in compliance with rules and regulations at all times.
93. It is recommended that the building rules (Annexure 'B') in its entirety be included in the contract between the member and his contractors and / or subcontractors.
94. The HOA reserves the right to suspend any building activities in contravention of any of the rules and regulations and terms of Clauses 2.7. and 2.7.1 as well as 4.1 and 4.1.8 of the Articles of the Association may deny access to the contractor, his employees, suppliers and agents if acted in breach of the rules or fail to make good any damage caused by the contractor to HOA property or fails to settle penalties or fines imposed on them by the HOA as contained in Annexure E.
95. Before a new dwelling is occupied, the original occupation certificate issued by the local municipality must be presented to the Estate Office by the member.

Time limits for construction of dwellings

96. It is in the interest of the members of Amberfield Manor HOA to strive in developing the Estate to its full potential in a time frame beneficial to all members so that residents can enjoy living in an undisrupted, secure and relaxed environment.
97. Building plans have to be submitted for HOA approval within 6 months of transfer of ownership.
98. Construction of dwellings must commence within 12 months from the date when all required approvals of the plans are in place.
99. In the case of all other undeveloped erven owned by members, building plans have to be submitted for HOA approval within 6 months of the date the rules were adopted by the members, and construction to

AMBERFIELD MANOR HOA

start within 12 months from the date the rules were adopted by the members.

100. From these dates on, construction shall proceed without lengthy interruption and must be completed within 9 months.
101. Members who have started construction but abandoned construction activities must have construction completed within 12 months from the date the rules were adopted.
102. The HOA may impose increased monthly levies, as stipulated in Annexure E to the Rules of Conduct, on members failing to meet the construction time limit criteria, subject to the majority vote of the members.
103. These time limits are subject to adjustment in the case of external factors outside the control of the member or the Estate, causes delay or prevent timeous completion of the construction of the dwelling and consequent non-compliance to these time-limits. Such circumstance may include but not be restricted to the economic circumstances prevailing in the country, or availability of services from the municipality or electricity from ESCOM causes the delay in construction, inclement weather, force majeure (earth quake, land slidings, flooding, etc).

Variation of approved building plans

104. Members and their contractors acknowledge that the HOA will enforce compliance with architectural guidelines and other instructions and regulations in respect to construction of any work on the Estate. Should the contractor receive instructions from the architect or the member to deviate from the plans approved by the HOA, whether external, materially or significant internally, the contractor shall be obliged to immediately advise the Estate Office in writing and further orally of the nature and details of the deviation so as to permit the HOA the opportunity to consider the deviation or the deviation plan in the light of HOA requirements.
105. The contractor shall not commence construction of any deviation in the work until the HOA has consented hereto in writing or until a revised deviation plan is approved by the HOA and City Council and such consideration for approval be executed promptly, and cause an unreasonable time consuming delay, to the detriment of the member.

Building deposit and fees

106. A Building deposit for each new dwelling or for alterations or additions shall be paid by the member to the HOA before commencement of any building activities will be permitted. The amount will be determined by the Directors from time to time. The directors shall in accordance with the Articles of Association of the HOA determine the non-refundable portion thereof.
107. The deposit will be kept in trust free of any interest for the duration of the construction and will be utilized in the event where the member, his contractors, employees, suppliers and agents failed to make good damage caused to HOA property, failed to keep the building site clear of building rubble or other waste material, or failed to pay fines or penalties.
108. On completion of construction and provided all obligations have been fulfilled by the member and his contractor and no costs have been incurred by the HOA, the deposit will be returned to the member.

Estate road fund

109. For each new dwelling, excluding alterations and additions, members shall contribute an amount as determined by the Directors from time to time to the Estate's road rehabilitation fund prior to commencement of building activities. This is to compensate for higher than normal wear and tear on Estate's roads caused by the increase in traffic volume and heavy construction and supply vehicles.

Contractor's registration

110. Only HOA approved and registered contractors will be allowed on the Estate. In order to become registered, contractors will be required to consult the Estate Manager to undergo induction training related to HOA rules and regulations and submit satisfactory proof of:
 - a. Membership of MBA or BIFSA;
 - b. Registry with NHBRC;
 - c. Sufficient coverage of a builders' risk or public liability insurance;
 - d. Proof that water connection on site has been made by the Council; and
 - e. Acknowledge receipt of HOA rules and regulations and to abide thereto.

Construction times

AMBERFIELD MANOR HOA

111. Construction activities are regulated and are only permitted during the following hours:
 - a. Weekdays: Monday to Friday from 07:00 to 17:00.
 - b. On Weekends and Public Holidays, no construction activities will be permitted.
112. Construction outside normal hours however, may receive management's consideration when submitted in writing to the Estate Manager five (5) working days prior to the requested working day. Members' contractor/s must substantiate the urgency, specify the work to be performed, the number of workers and the time they will be on site for the day. Surrounding neighbours' written consent is required and must accompany the written request.
113. Exception may be made in emergencies where a crisis situation needs to be attended to the same day or the next day, as damage control, e. g. managed water pipe, sewerage blockage, plumbing emergencies, to take care of damaged entrances after a break-in or robbery.

Deliveries

114. Supplier's deliveries must be scheduled between 07:00 and 16:00 on weekdays only. Delivery vehicles will not be allowed on the Estate outside the specified hours.

Prohibited vehicles

115. Trucks with trailers or articulated delivery vehicles will not be permitted to enter the Estate, irrespective of such vehicle's weight. Only single trucks with a gross weight of 15 tons will be allowed on the Estate.
116. Deliveries of bricks should be done by 'Linked-Loads', i.e. five thousand (5,000) on a fixed-bed truck and five thousand (5,000) on a trailer'. The recommended procedure is:
 - a. Trailer that is to be unhooked at entrance to the Estate,
 - b. The truck to unload and come back to reload the Trailer bricks and deliver to the site; and
 - c. The Member or supplier may choose to deliver by smaller truck instead, which may be equally acceptable

Building site requirements

117. Prior to and at all times during construction, the contractor shall:
 - a. Have a copy of the working drawing and plan of the stamped and approved HOA and Local Authority drawings on site for inspection by authorized HOA personnel;
 - b. Ensure that the responsible site agent or project manager is registered at the Estate Office;
 - c. Provide a lock-up shed on site for equipment storage;
 - d. Provide a suitable and fully operational and screened waterborne or a regularly serviced chemical toilet on site ensuring that it is hygienic and in good working condition at all times;
 - e. Ensure that the site is neat and free of any litter or any other unsightly waste material and rubble at all times;
 - f. Not store any building material, rubble or soil on any adjacent property unless a contractor has obtained prior written consent from the member of the respective property and a copy has been delivered to the Estate office;
 - g. Erect green shade cloths with a minimum height of 1.6 (one point six) metre along all open boundaries of the construction site and attached to sturdy fencing poles with a minimum of 3 (three) straining wires in order to ensure that it remains tidy at all times;
 - h. Respect the privacy of the neighbours and generally reduce inconvenience as far as possible if construction takes place adjacent to existing dwellings;
 - i. Immediately remove offloaded material that encroaches onto the sidewalk or road; and
 - j. Ensure that no materials are on roads and sidewalks, not limited to but including sand or rubble washed or moved onto the road during operations.
118. The HOA prefers skips on site; however, skips or alternative waste disposing facilities must be available on site.
119. It is recommended that the contractor discuss with the neighbours the location of the ablution and lockable site shed.
120. Should the road and sidewalks not be cleared, the contractor will be required to comply with the Estate Manager's instructions before continuing with any building activities.
121. No fires are permitted on the Estate for the purpose of food preparation for / by all contractors and / or contractor's staff.
122. Cement and concrete are hazardous materials to the environment due to the high PH content and is not permitted to be mixed on communal property.

AMBERFIELD MANOR HOA

123. Only one contractor's notice board which displays the telephone number may be displayed on site but no advertising of any format is permitted.

Access / Security Control

124. The member / contractor acknowledge that the control of access to and from the Estate is critical to the effective functioning of security arrangements and that they will at all times adhere to the security regulations and agrees to co-operate with Estate management in the interest to maintain security on the Estate.
125. Access regulations may be varied from time to time at the discretion of the directors.
126. Every contractor's employee, subcontractors, casual workers or agent prior to engagement to work on the Estate must be registered and security cleared by Estate management.
127. Members must ensure that every one of his contractor's employees, subcontractors, casual workers is in possession of a valid SA ID Document or a valid work permit issued by the South African Department of Home Affairs.
128. No contractor and / or contractor's staff will be allowed entrance to the Estate without a valid SA ID Document or a valid work permit issued by the South African Department of Home Affairs.
129. On registration at the Estate Office, all contractors' employees, subcontractors or agents will be issued with a proximity access device obtainable at a fee at the Estate office and an access permit reflecting the member's name and the permit holder's name. The erf number and the expiry date of the permit shall also be displayed on the access permit.
130. The holder of such permit must wear / display such permit when moving off the construction site. Failing to comply, the person will be immediately removed from the Estate and further access denied.
131. Access devices are not transferable and the holders are strictly prohibited to use his device to channel any other persons in and out of the Estate.
132. Lost access devices must immediately be reported to the Estate office to allow cancellation of the lost device.
133. All security cleared employees, contractors or subcontractors are allowed to access the Estate on foot and only through the turnstiles.
134. Members / contractors may not ferry an employee, contractor, subcontractor, casual employee or any non-registered or security cleared employee / worker in a vehicle through the security gate because it marginalizes security control. The right vests on the Estate office to take action against transgressors.
135. Members / contractors are obligated to transport all employees, contractors, subcontractors, casual employees from the respective turnstiles to and from the construction site.
136. Contractor's employees and subcontractors are not allowed to walk around the Estate without specific written permission obtained from the Estate office. Transgressors will be immediately removed from the Estate and entry onto the Estate will be denied.
137. Members / Contractors are responsible at all times for discipline and control of their employees, subcontractors, casual workers, suppliers and agents.

Annexure C: Environmental Management Plan

THIS ANNEXURE REQUIRES FURTHER RESEARCH AND DEVELOPMENT

1. An Environmental Conservation Management Plan exists for Amberfield Manor and has been approved by the authorities.
2. Erven 3636, 3637, 3640 – 3643, 3645 - 3650 are considered “no-go” areas as these areas are environmental sensitive and have been demarcated..
3. Compliance by everyone to the requirements of the Management Plan will be monitored by officials from Department Agriculture, Conservation and Environment. Heavy fines could be issued to persons not complying to the requirements. The following must be complied to:
 - a) These areas may not be entered;
 - b) No dumping of any material whatsoever is permitted;
 - c) No fires may be started;
 - d) Removal or damage to vegetation is prohibited
 - e) The ground surface or soil may not be disturbed;
 - f) Erosion may not be created; and
 - g) Driving vehicles or heavy duty machines on the protected areas are not allowed.
4. The Park erven 3638, 3639 and 3644 are protected areas

Annexure D: Debtor and Levy Policy

Ordinary Levies

1. A monthly charge will be levied on members to contribute to the costs of operating and managing the affairs and common property of the HOA. This charge is calculated from the estimate of income and expenses (Budget) of the HOA. The Directors can decide and adjust these charges from time to time as the requirements change.

Due Date

2. These "Levies" shall be paid monthly and are due and payable in advance on the first working day of the current month and shall be considered as unpaid when the levy has not been paid on the second working day of that month.

Interest on Unpaid Accounts

3. Interest can be charged on an unpaid amount and billed to the debtor's levy account at a rate determined by the Directors from time to time.

Procedure Unpaid Accounts

4.
 - a. Temporary Disabling Of Access Device: As a penalty measure, the Directors can approve the temporary disabling of access devices if the account is not paid up to date, or provided proof of payment, by close of business of the 5th (fifth) working day after the due date. The member will be notified that the access will be disabled. Such member will only be allowed access to the Estate by completion and signing of the access control register. Access devices will be enabled 1 (one) working day after the outstanding account has been settled.
 - b. 30 Days' Unpaid Accounts: The member will receive a letter of demand, the cost of which will be charged to the member's account. Interest on the unpaid amount will also be charged on a monthly basis from this date.
 - c. 60 Days' Unpaid Accounts: The Directors will hand levy accounts that are unpaid for 60 days after due date or longer, over for collection and all costs incurred will be recovered from the applicable member. The member shall be liable for and pay all legal costs, including costs such as between attorney and client, tracing costs, collection commission, expenses and charges incurred as prescribed by the Act(s) applicable to the profession of the collecting agency in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such member to the HOA.

Charges for Letters

5. The Directors may charge a fee for the issuing of letters of demand and other letters written on behalf of the Directors/HOA for the enforcement of the Rules of Conduct, the cost of which will, at the instruction of the Directors, be debited to the member's levy account at a rate determined by the Board from time to time.

Project Levies

6. The directors will, over and above the ordinary levies, charge Project Levies to cover the expenses for Special Projects as approved by a general meeting of the HOA. The directors will at that time issue instructions as to the payment rules for these levies.

Special Levies

7. In the case of unforeseen circumstances or occurrences, the directors may, over and above the other levies, charge Special Levies to cover these expenses. The directors will at that time issue instructions as to the payment rules for these levies.

ANNEXURE E: FEES

The table indicates fees applicable to the administrative functioning of the Estate and can be amended by the Directors from time to time. This list indicated in the table is not limited to the items listed. The Directors may impose other fees if and when deemed necessary.

Item	Payable By: Member (Owner)	Payable By: Tenant	Payable By: Contractor	Payable By: Estate Agent
1) Levy	Determined by members on Annual General Meeting	N/A	N/A	N/A
2) 'Special Levy' (Other Levies)	Determined by Directors when deemed necessary in accordance with Section 3.1. of Company's Statutes	N/A	N/A	N/A
3) Access Control: Remote	R280.00 (Non-refundable)	N/A	N/A	N/A
4) Access Control: Disc * (Same fee applies for a lost disc to be replaced)	R60.00 (Non-refundable)	R60.00 (Non-refundable)	R100.00 for Contractor's Driver, if necessary (non-refundable)	Free (If Registration Fee is paid)
5) Access Control: Domestic Worker's Access Disc *	R100.00 (Non-Refundable)	R100.00 (Non-Refundable)	N/A	N/A
6) Access Control: Contract Worker Access Disc **	R60.00 (Non-refundable)	N/A	R60.00 (Non-refundable)	N/A
7) Access Control: Access Permit	No Charge	No Charge	No Charge	N/A
8) Estate Agent Registration Fee	N/A	N/A	N/A	R1,000.00 (Non-refundable and renewable annually)
9) Building Plan Approval	R1,000.00 (non-refundable)	N/A	N/A	N/A
10) Building Plan Administration Fees	R500.00 (non-refundable)	N/A	N/A	N/A
11) Building Deposit	R4,500.00 (refundable, conditions apply)	N/A	N/A	N/A
12) Late Payment of Levy (30 Days)	R96.90 (non-refundable)	N/A	N/A	N/A
13) Default Levy Payment (60 Days)	Fees Prescribed By Debt Collectors Act and Magistrate's Courts Act	N/A	N/A	N/A
14) Levy Clearance Certificate (As anticipated by clause 21.8)	R1,140-00			

* Fee Payable by resident using the facility

** Fee Payable by person using the facility

All fees Includes V.A.T.