



RULES OF CONDUCT

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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 23 MAY 2022 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 for any injury to any person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Property caused by the Member's sole negligence, gross negligence or malicious/ fraudulent intent. Members hereby acknowledge that they shall not, under the above circumstances have any claim or right of action whatsoever against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

The Association and/or its agents shall not be liable to any Member or any of the Member's lessees, or their respective employees, agents, servants, invitees or customers or any Member of the public dealing with the Member or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Property.

2. DEFINITIONS

- 2.1. **'Access Control'** means any mechanism by which a system grants or revokes the right to admission to the Premises.
- 2.2. **'Association'** means the Homeowner's Association (HOA /Huisseienaarsvereniging (HEV));
- 2.3. **'Common Property'** means all open spaces, which is not a Conservation Area and any common property as defined in Section 1 of the Sectional Titles Act, Act No. 95 of 1986.
- 2.4. **'Conservation Area/s'** means all open spaces, which is not Common Property and where entry is prohibited.
- 2.5. **'Construction Contractor'** means a person/business who is associated with the building and /or construction in and around houses or (erfs) erven (i.e., builders or other workers making use of loud machinery and causing excessive noise or who are involved in construction, roof repair, or any other major works to any building) or large scale garden services (e.g. landscaping, large tree removal etc, comprising of more than 1 person as service provider) in and on the Premises.
- 2.6. **'Employee'** means any person/ business who is either a domestic worker working in the household of a Member or Tenant, or a person/ business who is associated with maintenance services in and around the houses or erfs (i.e. garden services, painting, electricians, plumbers), who does not qualify as Construction Contractors and are registered at the security room at the Estate Office.
- 2.7. **'Estate Agent'** means an agent as defined under Section 1 of the Estate Agency Affairs Act, Act No.

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112 of 1976 (as amended) and includes agents who lease or sell Properties.

- 2.8. **'Estate Manager'** means the manager who has been delegated certain day to day functions by the board of the Company, as appointed from time to time.
- 2.9. **'Estate Office'** means the building at the entrance of the Premises, at the back of the security office, where the Estate Manager works.
- 2.10. **'HOA'** means the company, Amberfield Manor Huiseienaarsvereniging, being a non-profit company, registered in accordance the Companies Act, Act No. 61 of 1973 and Act No. 71 of 2008 or any amendment or replacement thereof.
- 2.11. **'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.
- 2.12. **'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.
- 2.13. **'Member/Owner'** means a registered owner of vacant land, a stand or an erf in/on the Premises. In these Rules of Conduct, the words Member and Owner are used concomitantly and shall have the same meaning.
- 2.14. **'Property'** means buildings and or land owned by a Member or the HOA and shall be applicable to either the Member or the HOA based on the context each time the word property is used.
- 2.15. **'Premises'** means the properties comprising of full title and sectional title properties that fall under the management of the HOA.
- 2.16. **'Tenant'** means a person who has the legal right to occupy Property on the Premises as specified in a lease agreement or any other written confirmation provided to the Estate Office by the Owner.

Words indicating the singular include the plural and *vice versa*.

Words indicating the masculine include the other gender.

Words indicating persons include Bodies Corporate.

3. WARNING

- 3.1. The Premises has a security system comprising of a perimeter wall, access control (which includes cameras) and physical patrolling. These systems are utilised for detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion onto the Premises.
- 3.2. The electric fence on the perimeter wall must be treated as live, at all times, and could cause serious injury or death if/when touched or tampered with and the HOA or its Management will not be held liable for any damages flowing from any person touching the electric fence.
- 3.3. Fauna and flora may not be disturbed or interfered with in any way by any person other than Management in the Conservation Areas/ Common Property.

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

- 4.a.1. These Rules of Conduct have been established in terms of the Memorandum of Incorporation of the HOA. The Rules of Conduct are binding upon all Members, residents and invitees on the Premises, as is any decision taken by the Management in interpreting these Rules of Conduct.
- 4.a.2. The registered owner/Member of a Property is responsible for ensuring that his invitees, tenants, visitors and/or contractors abide by the Rules of Conduct.
- 4.a.3. The rules applicable to Estate Agents are set out in Annexure A, attached hereto.
- 4.a.4. Any damages incurred to the Premises as a result of the actions of Members, Tenants invitees, visitors and/or contractors shall be and remain the liability of the registered Member.
- 4.a.5. 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 other persons, the environment and the Rules of Conduct.
- 4.a.6. Members cannot refuse to obey the Rules of Conduct as they have signed a declaration to this effect when the Property was transferred into their name. This includes the declaration signed by the Member regarding the Conservation Areas within the Premises.

4.B. MEMBER'S DUTIES AND RESPONSIBILITIES

- 4.b.1. A Member must ensure that all members of his family and his invitees, Tenants, visitors, Employees, Construction Contractors, and delivery persons to his Property comply with these Rules of Conduct, notwithstanding any contrary provision contained in a Lease or Grant of rights of occupancy.
- 4.b.2. If an Owner sells or lets his Property or any part thereof, he must ensure that the purchaser, Tenant or visitor is provided with a copy of these Rules of Conduct.
- 4.b.3. An Owner may not use his Property or any part of the Conservation Areas or Common Property, 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 HOA or Premises.
- 4.b.4. Conservation Areas and Common Areas may not be damaged in any way.
- 4.b.5. Litter may not be strewn on Conservation Areas and/or Common Property but must be placed in the litterbins provided.
- 4.b.6. After having received reasonable notice from the Management, an Owner must allow a person authorised thereto by the Management, to enter upon his erf or Property 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 or Property concerned and being used or capable of being used in connection with any Common Property and/or Conservation Area, including the security system; or
 - 4.b.6.3. remove trees, shrubs and plants that obscure the view of motorists causing a traffic hazard; or
 - 4.b.6.4. remove large/aggressively rooted trees, shrubs and plants which may cause damage to road, water, sewage and electricity infrastructure or be planted in the servitude areas or within 2 (two) metres thereof.

5. INTERPRETATION

These Rules of Conduct will be applicable from the date of acceptance by the Members at a General Meeting. Should the rules and guidelines in Annexure E, dealing with the design and construction of new dwellings, alterations and additions, be amended, such amendments shall not apply retrospectively.

6. ZONING

- 6.1. Amberfield Manor Estate is first and foremost a residential estate. In the interests of protecting its residents from the nuisance or aggravating factors usually accompanying such business activities, anyone wishing to operate a business from their residential premises shall apply to the Management for permission to do so, which permission shall not be unreasonably withheld. Management 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 Management.
- 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 Management 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 Premises 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 Management of the HOA 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 HOA. 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 Management regarding disturbance or nuisance caused by business, profession or commercial activity, hobby or other activity, shall be investigated and considered by the Management. The Management 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 other Members/property Owners/Tenants. Such conditions may include:
- 6.5.1. Soundproofing of the garage and limiting a noise activity from the garage, and only within certain hours.
 - 6.5.2. To require the installation of additional fire-fighting protection.
 - 6.5.3. To determine visitor parking limitations.
 - 6.5.4. To set limitations for business visitors in number or in certain hours.
 - 6.5.5. The limitation of activities to certain hours.
- **The conditions are not limited to the abovementioned list.
- 6.6. The Management must be fair in the management of Members rights and freedom of use of their Properties and may set limitations only when necessary for the protection of other Members and their interests.
- 6.7. Guesthouses, hotels, inns or the like are not allowed to be run on the Premises.

7. LEGAL ENTITIES AS MEMBERS (DIRECTIVE)

- 7.1. Any Public Company, Private Company, Close Corporation, Trust Partnership or other legal entities which own vacant land, a stand or an erf on the Estate, must file a power of attorney, duly executed by such entity designating one person who, on behalf of such entity will, officiate as a representative, in all dealings with such entity's affairs with the HOA, Management and with the Estate Office.
- 7.2. Should the Owner or representative of the Owner change, it will be the responsibility of the Member to communicate such change to the HOA and its Management. Should the Member fail to communicate such change to the HOA and its Management, any legal costs or implications will be for the account of the applicable Member.

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 Management. Fundraising activities or door-to-door sales may only take place with the written consent of the Management. Any advertising material displayed, exhibited or distributed in contravention of these Rules of Conduct may be removed. The Management may demand that any person engaged with activities, in terms of this clause, and in contravention of these Rules of Conduct, cease their activities immediately.

9. DISTURBANCE AND NOISE

- 9.1. In terms of the Noise Control Regulations, 1999 of the Environment Conservation Act, Act No. 73 of 1989 of Gauteng Province and the City Of Tshwane Bylaws no sound and media technology such as radios, including car radios, televisions, music instruments, motor vehicles, motor cycles, pit bikes, quad bikes, etcetera shall be used at a sound level that is a disturbance to other Members and Tenants, at any time of the day or night. High noise levels of human voices that is a disturbance to other Members and Tenants, is also not allowed. For more information please refer to: <https://ward48centurion.co.za/knowledgebase/disturbing-noise-in-the-urban-environment/> or <https://www.yumpu.com/en/document/view/27328182/noise-management-policy-city-of-tshwane-metropolitan-municipality>
- 9.2. Minor maintenance work on Properties by Members, Owners or their Employees including the use of devices which can cause noise are only permitted to be used between the following times: Monday to Friday from 07:00 to 18:00, Saturdays and Public Holidays from 08:00 to 15:00. None of these devices are permitted to be used on Sundays. For the rules applicable to Construction Contractors, please see Annexure E.
- 9.3. The hooters of motor vehicles or motorcycles may not be sounded at any within the Premises except as a warning of eminent danger and/or in the case of an emergency.

- 9.4. Any excessive noise including but not limited to social gatherings, loud music and/or voices must be reduced by 22:00.

10. COMMUNICATION WITH ESTATE MANAGER

- 10.1. Should you want to contact the Estate Manager to request certain permissions for access or to discuss urgent matters, such communication will only be received and responded to during the week, during office hours, being Monday to Thursday between 07:30 and 16:30 Friday between 07:30 and 15:00.
- 10.2. Should an emergency arise out of office hours or should a Member have a request outside of office hours, such an emergency or request must be reported to the security guards on duty, who will contact the Estate Manager should they not be able to resolve the matter.

11. DUMPING OF WASTE

- 11.1. Building, garden and household refuse and other materials may not be dumped on sidewalks, vacant stands, Conservation Areas and/or Common Property. All garden, domestic and bulky waste needs to be removed before causing a nuisance or fire hazard. In failure to do so, the Management will charge the waste removal service to the expense of the Member's account.
- 11.2. All Property on the Premises, including Conservation Areas, Common Areas, the outside perimeter wall and vacant stands always need to be kept free from all kinds of waste. The Member/Owner or Tenant who generates the waste, and dumped it, will be liable for the waste account, unless proof is provided that another person dumped the waste.

12. FIREARMS, FIREWORKS

- 12.1. It is an offence to discharge firearms, including air-and pellet-guns of any description on the Premises for any other purpose than self-defence. The Management may lay criminal charges against perpetrators of this firearm rule, where evidence of the incident is available.
- 12.2. Setting-off fireworks of any form or for any reason within the Premises is strictly prohibited, as determined by the municipal by-laws.

13. LANDSCAPING, GARDENS AND SIDEWALKS

13.1. LANDSCAPING AND GARDENS

- 13.1.1. The residential gardens and the sidewalks are an integral part of the Premises and have great importance in ensuring that the Premises develops into a homogeneous whole. Development and maintenance of gardens must be undertaken to integrate into the aesthetics of the Premises and focus on indigenous trees and plants.
- 13.1.2. 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 Management, in consultation with the Property Owner, and any relevant aggrieved Member/s. The Management's decision will be final, and the Management have the right to instruct the Member to rectify the risk to their satisfaction, failure upon which the Management shall have the right to rectify the situation at the transgressing Member's cost.

13.2. SIDEWALKS

- 13.2.1. Every Member is responsible to establish (within 3 (three) months after occupation of a Property) 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.
- 13.2.2. Established sidewalks must be kept neat and tidy at all times.

14. MAINTENANCE

14.1. EXISTING DEVELOPED PROPERTIES

- 14.1.1. Every Member is obligated to the community to always keep his property in good aesthetic condition and maintain the external of the buildings, walls, roofs, fences, gates, garage doors, driveways and gardens to the approval of the Management.

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- 14.1.2. Residents who will be away from the Premises 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.

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 Premises perimeter wall that may 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 perimeter wall, fence or equipment.
- 15.3. No attachments may be made to the security wall or fence without the prior written approval of the Management.
- 15.4. No signage whatsoever may be erected against or on top of the security wall or fence.
- 15.5. The wall and fence are the property of the HOA and Management reserves the right to prune or remove obstructing trees, shrubs and attachments and may charge the cost thereof to the Member's levy account.

16. PETS, ANIMALS

- 16.1. Members/Tenants are not permitted to keep more than two (2) pets on their Properties.
- 16.2. Pets that are not allowed on the Premises or any of the Properties include wild animals and any farm animals. In circumstances that a Member feels that they have a right to have an exotic pet (i.e. reptiles, birds) as a pet, an application should be lodged to Management for approval. The limitation on the number of pets will still have to be adhered to, as stipulated in clause 16.1 above.
- 16.3. When being walked on the Common Property, animals must always be on a leash and under the control of the Member/Tenant.
- 16.4. Boundary walls must be of such a nature to contain the animal/pet.
- 16.5. 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.
- 16.6. Members/Tenants 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 fellow Members/ Tenants, visitors, Employees or the like.
- 16.7. Animal/pet owners must ensure that their animals/pets are not causing a disturbance/nuisance to the neighbourhood. Animals/pets roaming the Premises may be deemed as stray, if not collared and tagged with the owner's details and may be removed from the Premises to prevent them from becoming a nuisance to the community and the environment.
- 16.8. The removal of any excrement deposited by any pets outside the erven or Property is the immediate and sole responsibility of the owner of the animal/pet to dispose of such excrement. Any such excrement may not be disposed of on the sidewalks, streets, protected Common Property, and undeveloped erven or any servitude areas.
- 16.9. Cats are natural predators and are difficult to control. To avoid disturbance and degradation of wildlife on the Premises, it is always compulsory for cats to wear a mechanical bell or a similar device producing effective amplification to alarm wildlife when approached.
- 16.10. The Management reserves the right to demand from owners of an animal/pet, to remove the animal/pet from the Premises, should that animal/pet in the view of or judgement of Management become a nuisance and/or a threat to the Members/Tenants.
- 16.11. Notwithstanding the provisions of Section C (Disputes), Management has the right to call on the Municipal Health Department for investigation and action if a Member or Tenant, being the owner of the animal/pet does not act on instructions of the Management.

17. POLLUTION

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

18. PRIVATE REPAIR WORK ON COMMUNAL PROPERTY

- 18.1. Major repairs of vehicles, trailers, caravans, boats, bikes and machinery is not permitted on communal areas and driveways on the Premises 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, or that may cause any type of oil or other chemical leakage while repairs are being attended to.

19. REFUSE

- 19.1. Each resident is required to have a standard municipal approved household refuse bin. The refuse bin's placement on the Property should not be visible from the street. Application forms for municipal refuse bins are available at the Estate Office but remains the responsibility of the Member.
- 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 preferably, 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.
- 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 Premises 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 Premises is considered to be of paramount importance. Members, residents and their Tenants, visitors, invitees 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 Management.
- 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 to intrude the Premises. Accordingly, neither the HOA, Management, nor the security company nor any of their agents or employees shall be held 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/Owners and Tenants to advise the Estate Office immediately 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 stand number displayed to be visible from the street. This is a strict requirement in order to direct Emergency/Medical/SAPS and other vehicles.
- 20.1.5. Any attempted burglaries, boundary walls and fence climbing or any act of a suspicious nature must immediately be reported to Security or to the Estate Office.
- 20.1.6. All security incidents must be reported immediately to the security guards on duty and the Member and/or Tenant must insist on an Occurrence Book (OB) reference number.
- 20.1.7. The security company is the contracted agent of the Management and not of individual Members/Tenants. Any instructions to security guards may only be channelled or given via Estate Office personnel. No instruction can be issued by Members/Tenants to security guards. Members / Tenants must ensure that visitors or any other invitees to the Estate adhere to the Rules of Conduct.
- 20.1.8. For security measures, entrance gates for Construction Contractors will be closed/locked Monday to Friday from 17:00 until 07:00 the next day and remains locked over weekends

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and public holidays. Both the Member/Tenant entrance and exit gates and one visitor gate entrance and exit gate normally 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. Management will use its discretion to change the times depending on risk assessments.

- 20.1.9. Should a Member wish to install their own security alarm system on their property they may do so subject to the following:
 - 20.1.9.1. The security operator to be an accredited company in the security industry and to be registered at the Estate Office.
 - 20.1.9.2. The siren of the alarm system may be audible for a continuous period or intermitted intervals limited to a maximum of 3 minutes in total.
 - 20.1.9.3. The security operator is to obey all the Rules of Conduct and in particular but not limited to instructions or requests of 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 will be allowed to be displayed on the perimeter wall of the Property.
 - 20.1.9.5. An Owner will need to confirm that any electrical fencing complies with the necessary guidelines as provided by the Private Security Regulatory Authority (PSIRA) from time to time. A copy of certificate of conformity ("COC") for fence is to be handed in at Estate Office.
- 20.1.10. Member/Tenants 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. All private security is the responsibility of the Member/Tenant.
- 20.1.11. No night-watchmen are allowed on the Property except if employed by an accredited security company, and the watchman appointment must be registered at the Estate Office.

20.2. ACCESS SYSTEM

- 20.2.1. As an integral part of overall security, the HOA is responsible for regulating all access to the Premises. Only Estate Office issued access devices may be used to allow for controlled movements through the gates, booms and turnstile gates.
- 20.2.2. The granting of the right of access to the Premises is reserved.
- 20.2.3. The issuing of access devices or means to access are limited to Members, Tenants, registered Construction Contractors, Estate Agents, Employees, and other Management/ Estate Office authorised and security cleared persons.
- 20.2.4. Access by devices/fingerprinting are obtainable from the Estate Office at a fee during office hours. The fees are determined by the Management from time to time.
- 20.2.5. Access devices/ means of access are not transferable. Holders of access devices/means of access are not permitted to use their allocated device/ means of access to allow the entry or exit of any other person or vehicle to and from the Premises.
- 20.2.6. Loss of access devices/means of access must immediately be reported to the Estate Office to avoid the unlawful use of access devices/means of access to the Premises.
- 20.2.7. Should the holder of a right to access be in default of monies due to the HOA and/or have been found guilty of a contravention of these Rules of Conduct, access will be limited to the signing of the visitor's register that is kept by the security guards.
- 20.2.8. The Management, who acts on behalf of its Members, will implement measures it deems fit to control access and related methods of access.
- 20.2.9. Members/Tenants who intend to moveout of/into the Premises must inform the Estate Office during office hours at least 48 hours before their intended date of departure/ moving in. The access of the Members/Tenants who are moving out, as well as their Employees will be disabled on departure.
- 20.2.10. No access device/access permit will be issued to any person without a valid identification document and/or work permit. A day permit will be issued only for five (5) working days before registration is required at the Estate Office.

20.3. **ACCESS CONTROL**

20.3.1. **Visitors**

- 20.3.1.1. A positive identification by visitors (ID Book, Valid Driver's License or International Passport with a valid Work Permit) must be provided to the security guard on request to obtain access to the Premises.
- 20.3.1.2. If a visitor's vehicle's license disk and vehicle registration does not match, access to the Premises will not be granted. Any Member/Tenant whose visitor is denied access may fetch his visitor at the security gate himself. The Member/Tenant and takes the responsibility of the visitor on himself to ensure compliance to these Rules of Conduct the safety of other Members, Tenants and visitors.
- 20.3.1.3. Pedestrians and cyclists must exit and access the Premises using the correct access devices that was issued to them by the Estate Office.
- 20.3.1.4. School children may be allowed to exit and enter the Premises on condition that their host allows entrance via the Click-on Phone System.
- 20.3.1.5. The right of admission to the Premises is reserved.
- 20.3.1.6. Management will only allow one access method/device per registered Member/Tenant/natural person, which must be registered at the Estate Office. Having multiple devices registered per Member/Tenant/natural person is not allowed as it poses a security risk.

20.3.2. **Employees**

- 20.3.2.1. Every Employee, prior to be engaged to work on the Premises, must be registered by the Member/Tenant at the Estate Office.
- 20.3.2.2. Members/Tenants must ensure that their Employees are in possession of a valid SA ID document/Passport with a valid work permit/Asylum Seeker Permit issued by the SA Department of Home Affairs. No Employee will be allowed access to the Premises without being in possession of such a document.
- 20.3.2.3. On registration, the Employee will be granted right of access and an access-permit reflecting the stand Number, employer's name, Employee's name and ID number and the expiry date of the access permit.
- 20.3.2.4. No worker is permitted to use his assigned right of access to allow any other person in and out of the Premises and must wear/display the access-permit when off the Property of his employer, but still on the Premises. Failing to comply, the Employee will immediately be removed from the Premises and entry denied until cleared by the employer with the Estate Office.
- 20.3.2.5. All Employees and their visitors are to enter and exit the Premises through the turnstile gate.
- 20.3.2.6. Employees and their visitors are not permitted to loiter on the Premises sidewalks, streets, Common Property, Conservation Areas, undeveloped erven and in the vicinity of the guardroom.
- 20.3.2.7. When an Employee is discharged, the employer must immediately inform the Estate Office to allow cancellation of access.
- 20.3.2.8. Visitors of Employees must identify themselves to security guards at the entrance for security clearance.
- 20.3.2.9. Visitors of Employees will only be allowed entrance to the Premises when authorization is given to the security guard at the entrance/guardroom by the employer of the visited Employee.
- 20.3.2.10. Visitors of Employees are not permitted to walk about the Premises except

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when accompanied by the host from the entrance to the residence/Property and back. The security guard will only allow entrance and exit in the presence of the accompanying person.

20.3.2.11. Visitors of Employees are not permitted to stay overnight and must leave the Estate by 21:00, unless the employer grants permission for the visitor of an Employee to stay overnight at his residence/Property. In which case the employer is obligated to inform security guards of his permission.

20.3.2.12. Any visitors of Employees found on the Premises after 21:00 or where Security has no record that an employer authorised the overnight stay, will be requested to leave the Premises. Security and/or Management will further inform the Owner/Tenant of the unauthorised visitor.

20.3.2.13. Employers are responsible for the behaviour of their Employees and their visitors and must ensure that they are familiar and adhere to the HOA Rules of Conduct.

20.3.2.14. A Member/ Tenant may not drive in an Employee into the Premises without following the registration process as prescribed by clause 20.3.2.2 above.

20.3.3. **Contractors, Sub-contractors and Builders**

20.3.3.1. Refer to Annexure E of for the Rules of Conduct that applies to this category of entrants to the Premises.

21. SELLING AND LETTING

21.1 Members have to ensure that their prospective Estate Agent is properly registered with and has authorised right of access to the Premises, in order to manage the provision of accurate information about the Premises and HOA to the Estate Agents and prospective purchasers and encourage trustworthy and ethical marketing of HOA properties to prospective buyers.

21.2 An Estate Agent needs to present a copy of his ID Document, Fidelity Fund Certificate and a letter of confirmation from the Estate Agency that he represents when registering the right of access at the Estate Office. .

21.3 It remains the duty of the Member (seller) and the registered Estate Agent to ensure that a prospective purchaser is accurately informed about the HOA, its Rules of Conduct together with its Annexures and any other administrative regulations applicable at the point of time when the agreement of sale is signed.

21.4 The Member must ensure that his tenants and Estate Agents adhere to the Rules of Conduct. 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.

21.5 The Management reserves the right to issue a document to Estate Agents containing HOA marketing information and internal rules applicable to selling and letting of Members' 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.

21.6 A Member leasing his Property is encouraged to ensure that the lease agreement is subject to compliance to the Rules of Conduct. 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 clause by the Member remains responsible for his Tenants' compliance to the Rules of Conduct.

21.7 When entering into a lease agreement, a Member shall notify the Estate Office in writing giving details of:

21.7.1 The name and contact details of the Member and the lessee concerned.

21.7.2 The duration of the Lease.

21.7.3 The name and contact details of the Estate Agent or rental agent managing the lease on behalf of such Member; and

21.7.4 A copy of the lease agreement to be provided to the Estate Office.

21.8 The issuing of right to access to the Tenant will only take place after compliance with clause 21.7.

21.9 The Management will not issue a clearance certificate or any other certificate required for purposes

of the transfer of a property by a Member (the seller), if-

- 21.9.1 the signed 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 the HOA.
- 21.9.2 all moneys due to the HOA have on the date of registration not been paid or provision has not been made to the satisfaction of the HOA/Management for the payment thereof.
- 21.9.3 there has been a breach by the seller of any of the HOA Rules of Conduct and/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 Management.

22. STREET USAGE, PARKING AND STORAGE

22.1. STREET USAGE

- 22.1.1. Unless specifically stated otherwise in these Rules of Conduct, the normal statutory traffic laws apply in the Premises and further to this, the following rules shall also apply:
 - a) A speed limit of 30km/h applies in the Premises.
 - b) Pedestrians will always have the right of way and may utilize the road as passage.
 - c) Vehicles must always be operated with the utmost care in the Premises.
 - 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, except for estate vehicles or vehicles authorised.
 - e) Vehicles that, in the opinion of the Estate Manager, produce excessive noise will be prohibited from entering the Premises and/or being operated in the Premises, unless the vehicle is used for construction on undeveloped erven.
 - f) Un-roadworthy and unlicensed vehicles may not be used on the streets of the Estate.
 - g) Drivers without a valid driver's license may not drive on 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) Pit bikes, quad bikes, golf-carts, off-road motor bikes are permitted to be operated on the Premises for transport only and not for recreational purposes. The wearing of a helmet is compulsory and all traffic rules must be adhered to.
 - j) No horse and trailer or articulated delivery vehicles will be allowed on the Premises, irrespective of such vehicle weight and the weight of any vehicle will be limited to (10) (ten) tons (ten thousand kilograms), unless entry is approved by the Estate Office.
- 21.1.2. Drivers that act/drive in any ruthless, inconsiderate or irresponsible manner will be subject to the imposition of a penalty. In addition to any penalty imposed, Management may implement appropriate legal actions or legal remedy, if damage to the Premises, 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 Premises are parked off street on their property.
- 22.2.2. Parking on streets, sidewalks and communal property is not permitted. Sidewalk-parking however, permitted for a member's guests on the sidewalks adjoining the member's property. Where additional parking is required for guests, prior permission of neighbours or the Estate Office is required.
- 22.2.3. Members/Tenants who live in cul-de-sacs may allow their visitors to park on sidewalks in front of their direct neighbour's Properties, on condition that prior arrangements have been made with those neighbours and the Estate Office.
- 22.2.4. Notwithstanding the provisions of clause 22.2.2 – 22.2.4, the flow of traffic may not be restricted by parked vehicles.
- 22.2.5. Residents will be required to immediately comply with Estate Office requests to remove a vehicle, caravan, boats, machinery or bikes of any description which is parked contrary to the spirit of the HOA Rules of Conduct or which is causing an obstruction. A penalty for

further non-compliance may be charged by the Management.

- 22.2.6. 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, as far as possible, screened.
- 22.2.7. No parking or storage of any vehicles, caravans, trailers, boats, machinery, bikes of any description or other items will be allowed on undeveloped erven, without written approval from Estate Office.
- 22.2.8. The Management is under no obligation to provide additional parking facilities for Members / Tenants or their visitors. 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 outside the Premises.

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 Management and shall meet the requirements as stipulated in the architectural guidelines. Any such objects which are not effectively screened, considered by the Management as unsightly or to the detriment of the appearance of the Premises, the Member shall be required to immediately comply with the request of the Management to remove such objects from his 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 Management when considering the merits of such an application as referred to in 23.1 above.
 - 23.2.3. The Owner of the Property must ensure that all Municipal rules and regulations are complied with in relation to clauses 23.1 and 23.2 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, cement and/or sand runoff 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/Tenants 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 and to the Estate Office.
- 26.2. Complaints or disputes must be handed in at the Estate Office and marked for attention of the Estate Manager.
- 26.3. Complaints lodged against Management must be handed in a sealed envelope/sent email, marked for Attention of the Directors and be handed in at the Estate Office.
- 26.4. Complaints or disputes that arise/s must be lodged within 7 (seven) days after the occurrence date.
- 26.5. The HOA's liability to be involved in attempting to settle the dispute by means of an informal

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conciliation meeting will depend on the nature of the dispute and the remedy required.

- 26.6. The complaint will be managed in the following way:
- 26.6.1. Complaints have to be investigated by the Management and will determine their jurisdiction on the matter.
 - 26.6.2. The principle of *Audi Alteram Parte* (which means 'the other party has the right to be heard') will be followed – either by means of:
 - 26.6.2.1. A telephonic call to resolve the matter,
 - 26.6.2.2. A formal meeting with the other party, or
 - 26.6.2.3. By e-mail.
 - 26.6.3. The outcome of the matter so raised must be included in the agenda of the next ensuing Management meeting or by round robin resolution and will be communicated in writing to both the complainant and respondent, to be confirmed at the next Management meeting.
 - 26.6.4. The Management 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.
 - 26.6.5. The Management may in its sole discretion designate one or more of its Management members or to designate a third party of its own choice, 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 Management; and
 - 26.6.6. Communicate back to the complainant.
- 26.7. A Member who is dissatisfied with the procedure followed or decision by the Management, may –
- 26.7.1. Refer the matter to the Community Schemes Ombud Service ('CSOS') as allowed for under the Community Schemes Ombud Service Act, 9 of 2011 by filling in the 'Application for Dispute Resolution Form (Annexure G) as well as the 'Late Application for Dispute Resolution Form (Annexure 'H', where necessary).
 - 26.7.1.1. All costs incurred in relation to the procedure as stipulated by Par 26.1–26.7, shall be for the complainant's account unless otherwise determined by the Ombud.

27. PENALTY CLAUSE

- 27.1. Any Member or Tenant 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, and can be held liable, by decision of the Management, to a penalty, which is to be charged to the Members' levy account.
- 27.2. 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.

28. ENFORCEMENT OF RULES AND HANDLING CONTRAVENTIONS

- 28.1. The Directors may, in order-to enforce the Rules of Conduct –
 - 28.1.1. Notify a Member/Tenant in writing of the non-compliance of a rule(s), require reparation if damages are involved, or settlement of the cost / expenses of the Management for executing the reparation, or payment of a penalty, within a period that may be determined by the Management; and/or
 - 28.1.2. Refer the matter to the Community Schemes Ombud Service (CSOS) for adjudication; and
 - 28.1.3. May enforce the finding of CSOS by obtaining an order in a competent Court of Jurisdiction.
 - 28.1.4. Charge penalties on the premise that the amounts of any penalties shall be revised and approved on an annual general meeting of the company, on the premise that the Management shall at all times act in a fair, responsible, transparent and reasonable manner, in enforcing the rules and resolving disputes.

Annexure A: Estate Agent Rules, Selling and Letting

A. ESTATE AGENTS

1. An agent who wishes to operate within the Estate must apply for access to the Estate by registering at the Estate Office and will receive a set of the MOI and the Rules of Conduct and other administrative regulations of the HOA from the Management.
2. An application will *receive attention* on:
 - 2.1. presentation of his business credentials,
 - 2.2. presentation of his Fidelity Fund Certificate,
 - 2.3. presentation of a letter from the Estate Agency he represents confirming employment, and
 - 2.4. has paid a non-refundable access fee.
3. No agent may commence to operate on the Estate unless approved by the Estate Office.
4. Agents' access permission to the Estate will be valid for 6 or 12 months (as per application), after which a new application for access must be submitted.
5. Should an agent be in breach of the Estate Rules of Conduct, the HOA reserves the right to withdraw the authorisation to access the Estate.
6. The agent may only access the Estate by an 'appointment-basis' and shall at all times personally accompany a prospective buyer.

If properties are to be on show over weekends, the agent must inform the Estate Office in writing of his intent and provide details of the property on offer by the Friday before 14:00pm, preceding the show-weekend. (Show-times: Saturdays and Sundays – 14:00 to 17:00).

7. 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.
8. Show signage can only be erected after 12:00 on Friday and must be removed by 18:00 on the subsequent Sunday.
9. Any show signage not removed after sundown on the subsequent Sunday will be removed by the Estate Office.
10. Once a deed of sale is concluded, all other sale advertising boards must be removed immediately.
11. 'Sold' signage must be removed within 2 weeks after transfer of new ownership.

B. Selling of Properties

1. Only Estate agents with valid access permits are permitted to access the Estate.
2. 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 access and follow the same procedure as in Rule 1 to 3 above.
3. Members and Estate agents are obligated to inform prospective buyers about the Estate's MOI and Rules of Conduct.
4. On realization of a purchase, the selling Member must ensure that the purchase agreement includes a copy of the Estate MOI, Rules of Conduct and that the purchaser signs an acknowledgement of receipt for it and a declaration.
5. It remains the responsibility of the selling Member to ensure that not more than 3 (three) "For Sale" notice Boards are displayed on the property that is in the market.
6. In the event of private sales, the provisions of Annexure A 5 –12 must still be adhered to by the selling Member.

C. Letting of Properties

1. A Member leasing a property in the Estate must ensure that the Lease Agreement subjects the Tenant to compliance with the Estate MOI and Rules of Conduct, the Member remains responsible for his tenants' compliance to the MOI and Rules of Conduct.
2. 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 and communication purposes.
3. No tenants will be permitted to enter the Estate without a copy of such agreement having been registered at the Estate office. The Member/Letting Agent must ensure that a Tenant is registered for access at the Estate Office at no less than 48 hours before the start of the lease.
4. Members utilizing the services of a leasing agent must ensure that the agent is registered and mandated to access the Estate by the Estate Office.
5. 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.
6. 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.
7. Should a Member fail to restrain his tenants, their family or invitees to the Estate, and enforces compliance to the Estate Rules of Conduct, 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 of Conduct, if the tenant is in contravention of the HOA rules.
8. Tenants' access is dependent on the provisions of the lease agreements registered with the Estate Office.

Annexure B: 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, 3648, 3649, 3643 and 3650 are considered "no-go" areas as these areas are environmental sensitive and have been demarcated. Demarcated by wooden post and rail system.
3. Service lanes and servitudes are registered over erven 3642, 3645, 3646, 3647.
4. 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 with, unless, in certain scenarios, prior written authorisation, for a temporary relaxation or ceasing of a rule, has been obtained from Management:
 - a) The Conversation Areas may not be entered, except by Management or under the direction of Management.
 - b) No dumping of any material on any portion of the Premises, 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.
 - g) Driving vehicles or heavy-duty machines on the protected areas is not allowed.
 - h) No smoking or littering in Conservation or Communal Areas. Cigarette buds are considered fire hazards; and
 - i) No alcohol/drugs used in Conservation or Communal Areas,
5. The Park erven 3638, 3639 and 3644 are municipal property.

Annexure C: Debtor and Levy Policy

Levies

1. In terms of Clause of 5.2.7 of the Memorandum of Incorporation of the Estate, the Management are entitled to raise levies from Members and also from each individual owner of a Sectional Title Unit within the Property so as to defray the expenses incurred by the HOA and/or the amounts the Management has made provision for in terms of the expenditure towards the fulfilment of the business of the HOA in terms of the MOI.
2. 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 Management can decide and adjust these charges from time to time as the requirements change.

Due Date

3. Levies are payable monthly and are due and payable in advance on the first working day of each and every month and shall be considered as unpaid when the levy has not been paid on the second working day of that month, unless otherwise resolved by the Management which resolution shall be communicated timeously in writing to all Members.

Interest on Unpaid Accounts

4. The Management may charge interest on any overdue amount payable by a Member to the Estate; provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act (2005) Act No 34 of 2005 compounded monthly in arrears.

Levy Collection Procedure

5. Levy statements will be sent to Members towards the end of every month.
6. If no payment is received by the 5th working day of the month, a Demand for payment will be addressed to the Member. The cost of this Demand will be for the Member's account.
7. If no payment is received within the period as stipulated in the Demand Letter referred to in Rule 6, a Final Demand will be addressed informing the Member to pay the outstanding amount within a stipulated period. The cost for the Final Demand will be for the Member's account.
8. Should no payment be received by the stipulated date as referred to in Rule 7 above, access will be switched off and the Member and all other authorised entrants of the Property relating to the outstanding account will have to use the visitor procedure to enter the Premises. The access will be activated when the outstanding amount is received.
9. In terms of various legislation applicable in the Republic of South Africa, Management may not discount or waive any arrears levy and/or applicable costs.
10. Should no payment be received by the stipulated date as referred to in Rule 7 above, the Management shall take further legal action with costs for the Member's Account. Such action will depend on the legal recourse that is available (which can include an application to CSOS) in terms of applicable laws at that time. This may include a reference on the Member's credit profile at relevant Credit Bureaus.)

Annexure D: Fees

The table below indicates fees applicable to the administrative functioning of the HOA and the Premises and can be amended by the Management from time to time. Fees are not limited to the items listed. The Management 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 Budget Meeting	N/A	N/A	N/A
2) Other Levies	Determined by Directors when deemed necessary in accordance with Section 5.2.7 of the Company's Memorandum of Incorporation	N/A	N/A	N/A
3) Access Control: Remote	R280.00 (Non-refundable)	R280.00 Non-refundable	N/A	N/A
4a) Access Control: Disc * (Same fee applies for a lost disc to be replaced)	R60.00 (Non-refundable)	R60.00 (Non-refundable)	R60.00 for Contractor's Driver, if necessary (non-refundable)	Free If Access Fee is paid
4b) Access Control Biometric*	R60.00 (Non-refundable)	R60.00 (Non-refundable)	R60.00 for Contractor's Diver, if necessary (Non-refundable)	Free (If Registration Fee is paid)
4c) School-bus Drivers	R100.00 (Non-refundable)	N/A	R100.00 (Non-refundable)	N/A
5a) Access Control: Employees and Contractors Access Disc *	R60.00 (Non-Refundable)	R60.00(Non-Refundable)	R60.00 (Non-refundable)	N/A
5b) Access Control Employees and Contractors Biometrics	R60.00 (Non-refundable)	R60.00 (Non-refundable)	R60.00 (Non-refundable)	N/A
6) Day Access Control: Access Permit	No Charge	No Charge	No Charge	N/A
7) Estate Agent Access Fee	N/A	N/A	N/A	R2,500.00 (Non-refundable and renewable annually). Can be issued for a shorter period, i.e.6 months – R1,300.00)
8a) Building Plan Approval (New Buildings)	R1,000.00 (non-refundable)	N/A	N/A	N/A
(8b) Building Plan Approval (for Additions and Alterations)	R500.00 (non-refundable)	N/A	N/A	N/A
9a) Building Plan Administration Fees (New Buildings)	R500.00 (non-refundable)	N/A	N/A	N/A
9b) Building Plan Administration Fees	R250.00 (non-refundable)	N/A	N/A	N/A

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Item	Payable By: Member (Owner)	Payable By: Tenant	Payable By: Contractor	Payable By: Estate Agent
(Additions/ Alterations)				
10a) Building Deposit (New Buildings)	R4,500.00 (refundable, conditions apply)	N/A	N/A	N/A
10b) Building Deposit (Alterations/ Additions)	R2,250.00 (refundable conditions apply)	N/A	N/A	N/A
11) Demand Letters (first and final) for late payment of Levy	R100.00 (non-refundable)	N/A	N/A	N/A
12) Levy Clearance Certificate (As anticipated by clause 21.9)	R1,150.00			
14) Transgression of Estate Rules of Conduct – Irrespective whether Member or his Contractor/ Tenant was in contravention	R1,000.00 per occurrence	N/A	N/A	N/A
15) Damage to the property of the HOA or the Premises	R1,000.00 plus the costs of repair	N/A	N/A	N/A

*Fees payable by either the Owner/ the Tenant or the Contractor
 All fees Includes V.A.T.

Annexure E: 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 Estate 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 Estate Rules of Conduct. The Estate 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 in terms of this Annexure E 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 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 Noord Uitbreiding 23, the Municipal bylaws, and National Building Regulations, as well as these 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.

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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 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 Noord, Uitbreiding 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 (TPS) which is one dwelling per erf.
15. Fifty percent (50%) maximum coverage of stand area / size. Municipal rules at this point in time.

Height Restrictions

16. 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

17. 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. Where a sewage servitude exists on the property, the building line shall be 3 meters from the boundaries.
18. 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

19. 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.
20. 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.
21. 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 Estate Rules of Conduct, when a plan has been rejected.

B. DESIGN GUIDELINES

22. All dwellings including outbuildings, in the Estate, shall be designed to conform to these principal guidelines and Estate Rules Of Conduct. 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.
23. Elevation treatment of all buildings shall as far as possibly conform to good architecture so as not to interfere with neighbour's privacy or distract from the general appearance of the neighbourhood.
24. Any relaxation of Rule 22 will only be considered by the HOA on presentation of the affected neighbour's written consent.
25. Buildings shall have a combination of flat and pitched roofs or solely pitched roof at the minimum of 30° (thirty degrees). The Board may consider a relaxation subject to Municipal Regulations.
26. Solely flat roofs are not permitted.
27. Flat roofs sections must be surrounded by parapet walls or three tier chromadek strips and its surface must not be visible from the street, common property or from neighbours' ground elevation, as far as

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is possible.

28. 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.
29. Fibre cement, canvass or shade netting of any type is not permitted.
30. 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)

31. Walls, including boundary walls shall be built of bricks and must be plastered and painted or in face bricks.
32. Non-masonry type, concrete, pre-cast panel walls, timber walls of any type or stone walls are not permitted to be used.
33. 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.
34. 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.
35. Plants or shrubs may not be used to form boundaries between properties.
36. Razor and barbed wire are not allowed to be erected on boundary walls of a property.
37. Broken glass may not be used as a top finish on boundary walls.
38. A Member who intends to install an electric fence must use a registered electrical fence contractor and 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. On completion, the Estate Office must be supplied with a copy of the Certificate of Compliance.

Boundary Wall Heights

39. Street boundary walls are to be a maximum height of 1.8 (one point eight) metres unless otherwise approved by the City Council.
40. 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

41. Staff accommodation shall be contained under the roof of the main building.
42. Kitchen-yards, drying yards, washing lines and staff facilities are to be screened from public view and from neighbour's ground level elevation.
43. Neighbours' view should be taken into consideration when designing entrance to kitchen and employee's quarters.
44. 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 (as far as is possible), 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. Municipal Plans have to be obtained when erecting a structure that is 9 square meters or bigger.

Gutters and down-pipes

45. 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.

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46. 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

47. 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

48. 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.
49. No exposed concrete finish to driveways will be permitted.

Solar panels and geysers

50. Each request for the approval of the installation of solar heating will be assessed individually and will require HOA and neighbours' approval.
51. Solar Heating Panels should be incorporated into the building and form part of the basic structure and must be clearly shown on all drawings.
52. External installation of geysers or tanks and other heating devices are not permitted to be installed on pitched roofs.

Windows and doors

53. 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

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

Garages

56. All properties shall have an enclosed garage to accommodate at least 2 (two) vehicles.
57. The style, material and construction of the garage and main building should form an aesthetic unit, with similar finishing.
58. All garages must have full garage doors for vehicle access and exit.
59. It is preferred that natural timber/chromadek doors are used. The use of any other materials must be approved by the Management and must be applied for approval at Management.

Swimming pools

60. 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. A swimming pool may not be built without Municipal approval.
61. Pools and pond outlets must not be connected to the sewer but to drain into the street.

Air-conditioning

62. The positioning of the external air-conditioning unit be so positioned as not to create a nuisance or disturbance to neighbours, as far as is possible.

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Landscaping

63. 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.
64. 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.
65. 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

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

Alterations and additions

67. 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 for approval to the Amberfield Manor HOA and Municipality 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.
68. Any alterations or additions must comply with Estate architectural guidelines, in the Estate rules of Conduct, local Municipal bylaws and National Building Regulations.
69. All applications for HOA approval of external alterations and additions need the written comments of the neighbours in view of the alteration, prior to submission to the HOA.
70. Existing garages may not be converted into living space if it means that the property no longer has garaging for 2 (two) vehicles.
71. All structures shall be constructed and finished to match the main building.

C. SUBMISSION OF BUILDING PLANS AND APPROVAL

72. Before submitting plans to the local authority, the HOA must approve the plans.
73. No submitted building plan will be considered for approval by the HOA if the levy account for that erf is in arrears.
74. Prior to submission to the HOA, the Member has to request the neighbour's permission and signature, as and when these guidelines may require it.
75. A Member should inform their neighbours if any developments/alterations are to be done on their property, provided that the developments/alterations are done in accordance with the relevant legislation and by-laws.
76. Detailed design drawings must be prepared in compliance with conditions and/or regulations applied by the HOA and local authority.
77. Three complete sets of drawings in conjunction with building plan scrutiny fee as contained in Annexure D 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.
78. 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

79. 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

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purposes and all other relevant documents have been completed and signed by the Member.

80. Rules and regulations governing the building activities are rules adopted by the HOA and are binding on all Members, their contractors, suppliers and agents.
81. It is a Member's responsibility to ensure that his appointed contractors are aware of the Estate Rules of Conduct and in compliance with it at all times.
82. It is recommended that the building rules Annexure E in its entirety be included in the contract between the Member and his contractors and/or subcontractors.
83. The HOA reserves the right to suspend any building activities in contravention of any of the Estate Rules of Conduct and regulations and terms of Clauses 2.3.7. and 2.3.7.1 as well as 2.4.2 and 5.2.6.3 and 5.2.6.3.8 of the Memorandum of Incorporation may deny access to the contractor, his employees, suppliers and agents if acted in breach of the Estate Rules of Conduct 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 D.
84. Before a new dwelling is occupied, a copy of the occupation certificate issued by the local municipality must be provided to the Estate Office by the Member.

Time limits for construction of dwellings

85. 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.
86. Building plans have to be submitted for HOA approval within 6 months of transfer of ownership.
87. Construction of dwellings must commence within 12 months from the date when all required approvals of the plans are in place.
88. 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 Estate Rules of Conduct were adopted by the Members, and construction to start within 12 months from the date the rules were adopted by the Members.
89. From these dates on, construction shall proceed without lengthy interruption and must be completed within 9 months.
90. Members who have started construction but abandoned construction activities must have construction completed within 12 months from the date the Estate Rules of Conduct were adopted.
91. The HOA may impose additional levies, as stipulated in Annexure D to the Estate Rules of Conduct, on Members failing to meet the construction time limit criteria.
92. 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 timely 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* (earthquake, land sliding, flooding, etc).

Variation of approved building plans

93. 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.
94. 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.

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Building deposit and fees

95. 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 Memorandum of Incorporation of the HOA determine the non-refundable portion thereof.
96. 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.
97. On completion of construction and provided all obligations as set out in this Annexure 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.

Contractor's registration

98. 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 in connection with 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 Municipality; and
 - e. Acknowledge receipt of HOA rules and regulations and to abide thereto.

Construction times

99. 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.
 - c. Construction closing December and January on Management discretion.
100. 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.
101. 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. damaged water pipe, sewerage blockage, plumbing emergencies, to take care of damaged entrances after a break-in or robbery.

Prohibited vehicles

102. 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 10 tons will be allowed on the Estate.
103. 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.
104. Certain trucks may enter the Estate but only after having prior permission from the Estate Office, irrespective of such vehicle's weight.

Building site requirements

105. 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

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- e. 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 the 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.
106. The HOA prefers skips on site; however, skips or alternative waste disposing facilities must be available on site.
107. It is recommended that the contractor discuss with the neighbours the location of the ablution and lockable site shed.
108. 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.
109. No fires are permitted on the Estate for the purpose of food preparation for/by all contractors and/or contractor's staff.
110. 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.
111. 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

112. The Member/contractor acknowledges 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.
113. Access regulations may be varied from time to time at the discretion of the directors.
114. Every contractor's employee, subcontractors, casual workers or agent prior to engagement to work on the Estate must be registered and security cleared by the Estate Office/Security Guards.
115. Members must ensure that every one of his contractor's employees, subcontractors, casual workers is in possession of a valid SA ID Document/Passport with a valid work permit issued by the South African Department of Home Affairs or Asylum Seeker Permit.
116. No contractor and/or contractor's staff will be allowed entrance to the Estate without the valid documentation referred to in Rule 115.
117. 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.
118. 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.
119. Registered 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. Transgressors' will be barred from entering the Estate and a Penalty be issued to the Main Contractor.
120. Lost access devices must immediately be reported to the Estate office to allow cancellation of the lost device.
121. All security cleared employees, contractors or subcontractors are allowed to access the Estate on foot and only through the turnstile gates.

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122. 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 and to issue penalties where required.
123. Members/contractors are obligated to transport all employees, contractors, subcontractors, casual employees from the respective turnstile gates to and from the construction site.
124. 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.
125. Members/Contractors are responsible at all times for discipline and control of their employees, subcontractors, casual workers, suppliers and agents and that they are well aware of the Estate Rules of Conduct.