

1. Interpretation	.....	1
2. Introduction	.....	3
3. Aims & Objectives	.....	4
4. Disturbances	.....	5
5. Parties & functions on the Estate	.....	6
6. Domestic Refuse	.....	6
7. Animals	.....	7
8. Security	.....	8
9. Domestic Workers & Labourers	.....	10
10. Traffic	.....	11
11. Common Areas & Environmental Aspects	.....	14
12. Letting & Resale	.....	16
13. Conduct	.....	17
14. Syndication Ownership	.....	18
15. Commercial Activities	.....	18
16. Generators	.....	19
17. Building Requirements & Construction	.....	20
18. Fire Prevention & Hazardous Substances	.....	22
19. Landscaping, Pools & Jungle Gyms	.....	23
20. Levies	.....	24
21. Municipal Rates	.....	25
22. Electrical Supply	.....	26
23. Water	.....	26
24. Rules of the Home Owners Association	.....	26
25. Penalties	.....	27
26. Enforcement of the Rules	.....	27
27. General Rules	.....	27
28. Vandalism	.....	28

1. Interpretation

1.1 In these rules, unless the context otherwise requires:

1.1.1 "Architectural guidelines" refers to the general and specific architectural requirements of the estate, including the submission criteria for sketch plans, as may be updated from time to time.

1.1.2 "The Association" refers to the Botmaskop Fynbos Estate Home Owners Association registered under the laws of the Republic of South Africa with registration number 2022/517871/07

1.1.3 "Chairman" means the individual appointed as chairman of the directors of the Association in accordance with its constitution.

1.1.4 "Common areas" include land registered in the name of the Association and, in the case of an erf within a **sectional title scheme**, common properties as defined in the Sectional Titles Act No. 95 of 1986 (as amended), excluding any areas exclusively used by individual scheme members.

1.1.5 "Constitution" refers to the memorandum and articles of association governing the operations of the Association.

1.1.6 "Consulting architects" are architects appointed by the Association to provide expert advice as needed.

1.1.7 "Directors" are the current members of the Association's board, or their appointed alternates.

1.1.8 "The estate" denotes the Botmaskop Fynbos Estate

1.1.9 "The manager" is the individual appointed by the Association to serve as its manager.

1.1.10 "Member" refers to any member of the Association.

1.1.11 "Owner" refers to the registered owner of a unit.

1.1.12 "Permanent unit" means any unit intended for residential accommodation, which may include a dwelling or apartment, and is not designated as a non-permanent unit.

1.1.13 "Possession date" signifies the date when a unit is officially transferred from Developer to the ownership of the registered owner.

1.1.14 "Resident" encompasses any individual residing within the estate, including owners, members of their families, their guests, and tenants.

1.1.15 "The rules" denote the regulations outlined in this document, as amended periodically by the Association.

1.1.16 "Unit" refers to an erf eligible for individual tenure under the **Sectional Titles Act No. 95 of 1986**, as amended, or the Deeds Registries Act No. 47 of 1937, as amended, and located within the estate.

1.1.17 "Vehicle" includes any mode of conveyance, whether self-propelled or drawn by machinery, animals, or otherwise.

1.1.18 "Workers" encompass domestic workers, gardeners, labourers, contractors, and subcontractors engaged or appointed by owners, residents, or individuals conducting business within the estate.

1.1.19 Any reference to the singular shall include the plural, and vice versa.

1.1.20 Any reference to natural persons shall include legal persons, and vice versa.

1.1.21 Any reference to gender shall include all genders.

1.1.22 Words and phrases defined in the constitution bear corresponding meanings herein.

1.2 The section headings within these rules are for convenience only and do not affect their interpretation.

1.3 If a period is specified in these rules by referencing a number of days, the reckoning of days shall exclude the first day and include the last day, unless the last day falls on a non-business day, in which case it shall extend to the next succeeding business day.

1.4 These rules shall be governed by, construed, and interpreted in accordance with the laws of the Republic of South Africa.

2. Introduction & Other Documents

The purpose of these ESTATE RULES is to regulate the use of the ESTATE and its amenities. They are designed not to restrict residents' lifestyles but rather to safeguard their well-being. These rules apply equally to all RESIDENTS, OWNERS, VISITORS, EMPLOYEES, and the Homeowners Association (HOA).

The HOA has the authority to take all reasonable actions necessary to enforce these ESTATE RULES and to oversee, manage, and administer the COMMON PROPERTY. The TRUSTEES, appointed by the HOA, are responsible for ensuring this management and are supported by a MANAGER and other duly appointed officials of the HOA.

It is the duty of each OWNER to ensure that all residents, guests, and EMPLOYEES on their property comply with these rules.

2.1 Living on the Estate entails becoming part of a community committed to a secure and high-quality lifestyle. Conduct Rules are established to safeguard this lifestyle through a code of conduct that enables members to live together reasonably and harmoniously, ensuring the enjoyment of all without interference.

2.2 The Botmaskop Fynbos Estate Home Owners Association generally manages and oversees the Estate. According to its Memorandum and Articles of Association ("the Articles"), the Board of Directors ("the Board") is empowered to create rules governing the management, control, administration, use, and enjoyment of the Estate ("the Rules"). The Board has the authority to amend, supplement, or repeal any rule. Subject to the Constitution or Articles of Association, the Board is authorized to execute all functions and powers designated to the Association in these Rules.

2.3 Additionally, the Board has the discretion to impose financial penalties (fines) on members who fail to adhere to the Rules. Such fines are considered part of the levies payable by the Owner. Moreover, the Board may seek legal enforcement of any rule through court application.

2.4 All OWNERS and RESIDENTS must provide the HOA with a registered e-mail address or cell phone number. Any e-mail or SMS sent to these addresses/numbers will be considered received 24 (twenty-four) hours after dispatch, unless proven otherwise.

OWNERS and RESIDENTS are responsible for informing the HOA of any changes to these contact details.

Other documents that must be read in conjunction with the Botmaskop Fynbos Estate are:

- The CONSTITUTION of the HOA
- The Architectural & Landscaping Design Guidelines and Checklists (The GUIDE)
- The BUILDING RULES AND REGULATIONS (BRR)
- Annexure A - Contractor Fees
- Annexure B - SHOC (Site handover Certificate) Deliverables
- The Gatehouse Enrolment & Indemnity Form
- The Gym Terms & Conditions

3. Aims & Objectives

3.1 Promote the development and upkeep of all properties within the Estate to maximize benefits for the entire community.

3.2 Enforce provisions concerning development and architectural controls outlined in the Architectural and Landscaping guidelines ("the Guidelines"). This includes ensuring all buildings, structures, fixtures, and fittings on the Estate comply with these controls, maintaining standards across the Estate.

3.3 Advocate for members' interests and collaborate with local and provincial authorities and relevant bodies for the Association's and members' mutual benefit.

3.4 Act as a unified voice representing members' interests and concerns.

3.5 Collect levies and contributions essential for the Association's objectives.

3.6 Maintain common areas like open spaces, internal roads, and other designated spaces within the Estate, establishing and enforcing regulations for their use by members.

3.7 Preserve the Estate's natural environment in accordance with the Environmental Management System ("the EMS"), ensuring sustainable management practices.

3.8 To oversee the daily operations of the Estate, including:

3.8.1 Ensuring proper conduct of all individuals within the Estate and preventing any actions that may cause nuisance to other members.

3.8.2 Imposing fines and other penalties on members who violate the Articles, Guidelines, or Rules.

4. Disturbances

4.1 Any behaviour, that disrupts or could disturb the peace and tranquillity of the Estate and its residents is prohibited.

4.2 Excessive and unnecessary noise from vehicles, appliances, tools, pets, or individuals, as determined at the discretion of the Directors or their Manager from time to time, constitutes a disturbance of the peace under these rules.

4.3 In cases of conflict, annoyance, or complaints among members, parties involved should first attempt to resolve the matter privately with consideration and tolerance. If the dispute cannot be resolved between them, it should be formally brought to the attention of the HOA in writing for interpretation of the rules. The decision of the HOA in such matters shall be final and binding on the concerned members.

4.4 The HOA is not obligated to arbitrate or mediate disputes between its members, except when an interpretation of the Rules is requested, in which case a reasonable decision will be made promptly.

4.5 If a member or tenant of the Estate disregards rules regarding disturbances in any form, the HOA reserves the right to impose fines in accordance with these provisions.

5. Parties and Functions on the Estate

5.1 Regular dinner parties and social gatherings of reasonable size are considered normal and contribute positively to community interaction. They typically pose minimal problems. However, hosting large celebratory functions at private residences within the Estate is discouraged due to potential disruptions to security, parking, and inconvenience to other residents.

5.2 Permission must be obtained in advance for functions within the Estate where more than 30 people are expected to attend. Applicants planning such events are required to submit an application.

5.3 If permission is granted, the Association considers factors such as gate positions, neighbouring residences, parking availability, and event timings, function, type of music to be played, size and location of any proposed marquee, arrangements at gates, security requirements including additional guards, and other pertinent details that may warrant imposition of restrictions and/or special conditions as deemed appropriate by the Board. Any restrictions imposed on a function must be strictly followed and will be considered integral parts of these Rules.

5.4 No religious activities, including funerals of any kind, are permitted on the Estate, except those conducted inside dwellings without disturbing neighbours. Slaughtering of any kind is strictly prohibited.

6. Domestic Refuse

6.1 All refuse must be stored in appropriate containers that are not visible from roads, except when placed out for collection by the local authority, estate manager, or waste collection contractors. The manager may, through written notice to all residents:

6.1.1 Specify the type and size of refuse containers to be used.

6.1.2 Designate locations for refuse collection.

6.1.3 Require payment of a reasonable charge for providing such containers.

6.1.4 Containers must be charcoal grey 240-liter "Otto" bins available from the HOA.

6.2 Residents are obligated to comply with any directives issued by the manager regarding refuse management.

6.3 General refuse, garden waste, and refuse bags may not be placed on pavements except on collection days.

6.4 If refuse is deemed by the manager to be too large or unsuitable for standard collection methods, the resident must follow directives for its proper disposal.

7. Animals

7.1 Local authority by-laws regarding pets will be strictly enforced.

7.2 Dogs may only be kept on properties with suitable enclosed areas that prevent them from wandering off.

7.3 Each member or lessee may keep a maximum of two dogs and two cats on their property, unless written approval is obtained from the Association.

7.4 Keeping poultry, pigeons, aviaries, wild animals, or rabbits on the Estate is prohibited.

7.5 Pets are not permitted to roam freely on the streets.

7.6 Pets must be leashed when walked in public areas.

7.7 Owners are responsible for promptly cleaning up after their pets if excrement is deposited in streets or other public areas. Failing to comply will result in the pet owner being subject to an instant fine.

7.8 Each pet must wear a collar with a tag displaying the owner's name, telephone number, and address, and must be registered with the HOA offices. Stray pets without identification will be captured and handed over to the Municipal Pound or SPCA.

7.9 The Association reserves the right to remove any pet causing nuisance within the Estate. Removal will be carried out by an appointed independent contractor, and the cost will be borne by the owner, added to their levy.

7.10 The Association has discretion in this matter but will notify the owner of complaints and provide a reasonable opportunity to resolve the issue before taking action.

7.11 Dogs not of a known aggressive breed require registration and written permission from the Homeowners Association. Hunting dogs must be fully trained and controlled by their owners, especially in private open spaces or farm areas. Refer to the Domestic Animal Policy for detailed rules.

7.12 No breeding of dogs or cats is allowed on the ESTATE.

7.13 Visitors are not allowed to bring any animals onto the ESTATE, with the exception of a guide dog.

8. Security

8.1 Residents and guests must adhere to security protocols and treat Estate Security personnel respectfully.

8.2 Any action prejudicial to security should be reported promptly to the Control Room by residents.

8.3 All persons entering or exiting the Estate must strictly follow the access control procedures set by the Association.

8.4 The Contractors Gate is for all Estate contractors and suppliers. It operates from 07h00 to 18h00 on weekdays and closed on weekends.

8.5 Residents will be registered in the biometric system

8.6 The Association reserves the right to control admission to the estate and may deny access to any person on reasonable grounds.

8.7 In addition to the rules outlined here, the Directors or Manager may establish further security regulations for the estate as needed.

8.8 Contractors must enter the estate solely through the designated contractors' gate

8.9 No person shall engage in activities that, in the opinion of the Association, could adversely affect the environment or unreasonably disrupt the use and enjoyment of Recreational Facilities and/or Common Areas by residents. Residents must accompany their guests when accessing recreational facilities and common areas such as dams and walkways on the Estate.

Security personnel are essential for ensuring the safety and protection of the ESTATE, its employees, residents, and assets. Their role must be respected at all times. Under no circumstances should security guards be verbally or physically abused, nor obstructed from carrying out their duties. They manage access to the ESTATE, and all employees, contractors, visitors, tenants, and residents must strictly adhere to all security protocols, which may be updated periodically.

Security personnel are not authorized to perform any tasks other than those approved by the MANAGER. Any actions or incidents that could jeopardize the security of residents or employees must be promptly reported to the MANAGER or SECURITY MANAGER.

Residents are advised against offering food or gifts to security guards while they are on duty. If anyone wishes to make a gift or donation, they should contact the HOA offices through appropriate channels for assistance.

Entrance and exit to the ESTATE are restricted to designated points unless exceptional circumstances arise and prior written consent is obtained from the MANAGER or SECURITY MANAGER. Vehicles may be subject to search at any time as necessary, and those showing oil leaks will be denied entry.

The MANAGER and SECURITY MANAGER reserve the right to establish or temporarily amend ESTATE RULES at their discretion to enhance security, including access procedures and traffic management. They may also deny access to any individuals considered a security risk until proven otherwise.

Visitors staying longer than a week must complete the prescribed Gatehouse Enrolment & Indemnity Form and enrol in the security system.

Access cards may be issued to RESIDENTS, OWNERS, EMPLOYEES, and others at the discretion of the SECURITY MANAGER, if deemed necessary.

Contractors must enter the ESTATE through the designated contractors' gate unless otherwise directed. All vehicles entering or leaving the ESTATE must stop at the vehicle entrances and receive clearance from the gate guard. Special devices enabling self-operation of the entrance gates are issued for personal use only and may not be shared or transferred.

Any contractor or employee engaged by a HOMEOWNER or RESIDENT to provide goods or services on the ESTATE must apply to the SECURITY MANAGER for permission to enter, undergo a criminal record check, and follow enrolment procedures as directed by the Estate Risk Manager.

Biometric fingerprint access is mandatory for all individuals working or residing on the ESTATE to use electronic booms and turnstiles. These entry points are equipped with electronic booms and spikes controlled by fingerprint scanners/wave readers. Users are cautioned not to delay once the boom opens after the spikes drop.

Closed-circuit television (CCTV) surveillance monitors vehicle and pedestrian movements at access points. All persons on the ESTATE should conduct themselves appropriately, as CCTV records may capture their actions, including any incidents.

The ESTATE perimeter is secured by high-voltage electric fencing with an intrusion detection system. It is active at all times and is clearly marked with warning signs on the interior side of the ESTATE.

Burglar alarms must be operational and comply with HOA regulations to minimize disturbance to neighbours.

Tenant approval requires HOA consent and payment of an administration fee. Tenants must complete an application form, provide identification, undergo fingerprinting for a criminal background check, and agree to comply with HOA rules.

Minors engaging in behaviour detrimental to the ESTATE, such as damaging property or causing excessive waste, will face penalties set forth in the ESTATE Rules Transgression Chart. Parents of minors responsible for such behaviour may be held liable for associated costs.

9. DOMESTIC WORKERS AND LABORERS

9.1 Workers must adhere to these rules and the constitution. Residents are responsible for providing their workers with copies of these rules and the constitution, ensuring they are familiar with all provisions.

9.2 Residents must notify the Association and provide complete details of any workers residing on the estate.

9.3 Workers not residing on the estate must be registered on the biometric system, pre-cleared, or voice-cleared. For biometric registration, residents must provide security with all necessary registration details for their employees.

9.4 If a security guard has no record of a worker's arrival, the guard may attempt to obtain permission from the relevant resident to admit the worker. If permission is not obtained, the security guard may refuse access to the estate.

9.5 Residents must ensure, at their expense, that all workers wear clean and presentable uniforms within the estate.

9.6 Residents must make reasonable efforts to ensure their employees:

9.6.1 Behave in a manner consistent with the high standards of the estate; and/or

9.6.2 Do not engage in strikes or other labour actions on or around the estate. The Association or manager may enforce compliance at their discretion, with any associated costs borne by the resident or owner, as applicable.

All RESIDENTS must use the Botmaskop Fynbos Estate Guest Enrolment System to grant access to their visitors entering the ESTATE. If a RESIDENT fails to generate an access code for their visitor, the security guard will attempt to obtain permission from the RESIDENT to admit the visitor. It is the responsibility of the OWNER or tenant to register on the Botmaskop Fynbos Estate Guest system. If the security guard cannot obtain authorization, they have the right to deny access to the visitor.

Any Guest or Visitor without a valid guest code must present a valid driver's license, and the vehicle must be properly licensed to gain entry. Failure to meet these criteria will result in denial of access. For security purposes, access codes should not be issued to third parties who are not legitimate visitors to the RESIDENT'S premises, with the RESIDENT present during the visit. OWNERS or RESIDENTS who fail to generate visitor codes more than 10 times per month may be charged an administration fee per pin code generated by Security, at the discretion of the MANAGER.

The HOA retains the right to control admission to the ESTATE and may deny access to any individual on reasonable grounds.

EMPLOYEES are obligated to adhere to these ESTATE RULES and the CONSTITUTION. RESIDENTS must provide their EMPLOYEES with copies of these documents and ensure their awareness of all provisions.

RESIDENTS must notify the HOA and provide complete details of any EMPLOYEES residing on the ESTATE.

If a security guard has no record of an EMPLOYEE's arrival, they may attempt to seek authorization from the relevant RESIDENT to admit the EMPLOYEE to the ESTATE, though they are not obligated to do so. Without authorization, the security guard has the right to refuse access to the EMPLOYEE.

The maximum number of EMPLOYEES permitted to reside on any plot (ERF) is two.

10. Traffic

10.1 General Usage

The roads within the Estate, despite their "private" designation, are accessible to the public. In consideration of public safety, the provisions of the Road Traffic Act 93 of 1996 (as amended) apply. All users share responsibility for safe usage, with particular emphasis on adults and parents overseeing children.

The movement and regulation of traffic and pedestrians within the ESTATE are governed by these ESTATE RULES and additional directives issued by the MANAGER.

Heavy vehicles are not permitted on Saturdays, Sundays, or Public Holidays, nor before 07:00 or after 18:00 on weekdays, except with prior consent from the MANAGER. Trucks carrying materials such as stone, rubble, or sand must be covered with a suitable net or canvas. Motorized vehicles must only be operated on designated roads by individuals holding valid international or South African driver's licenses.

Driving any vehicle on the ESTATE roads while using or holding a mobile phone is strictly prohibited.

A maximum speed limit of 30 km/h applies throughout the ESTATE, with lower limits as designated by the HOA where necessary. Speed checks will be conducted routinely by authorized personnel using calibrated equipment. Violators of speed limits will be stopped and issued penalties according to the ESTATE Rules Transgression Chart. Verbal abuse or resistance during speed checks will result in additional penalties, except in cases of documented medical emergencies.

Pedestrians, animals, and birds have right of way at all times on the ESTATE.

The HOA may use signage to direct road usage on the ESTATE. Failure to comply with such signage constitutes a violation of these ESTATE RULES.

No vehicle may be driven on the ESTATE in a manner that violates any traffic laws. All vehicles must be in good, roadworthy condition, without excessive noise, smoke, or oil leaks.

Motorcycles, scooters, motor tricycles, motor quadricycles, or sidecars attached to motorcycles may not be driven on the ESTATE unless the rider wears a protective helmet.

Driving is restricted to roads and driveways, with non-motorized vehicles allowed only in designated areas determined by the HOA. Unlicensed motorbikes and quad bikes are prohibited from ESTATE roads. The MANAGER may implement traffic calming measures, such as speed humps and pedestrian crossings, as deemed necessary.

Golf carts on the ESTATE must be operated by adults over 18 years old with a valid driver's license (minimum code 8). Only the designated number of occupants may ride in a golf cart at any time. The driver and registered owner are solely responsible for any incidents involving privately-owned golf carts on the ESTATE.

Parking is only permitted in areas designated by the HOA with marked parking spaces. Vehicles or golf carts may not protrude over marked lines. Parking on ESTATE verges is prohibited.

Trailers, caravans, boats, trucks, or lorries may not be parked or stored visibly from the road without HOA consent. These items may only be brought onto the ESTATE under specific conditions set by the HOA.

Parking violations may result in fines or wheel clamping at the owner's expense. Repeat offenses may lead to court action initiated by the HOA.

Skateboards, roller blades, or similar equipment may not be used in any COMMON AREA or on ESTATE roads.

10.2 Speed Limits

10.2.1.1 The designated speed limit throughout the Estate is 30 km/h, as indicated by traffic signs. The Association may impose lower limits where necessary.

10.2.1.2 Exceeding speed limits or reckless driving will incur penalties. The Board determines the methods for speed measurement, with recorded speeds considered conclusive evidence.

10.2.1.3 Currently, Speed Sentry cameras monitor speeds. Violations are documented with date, time, and speed details ("Current speed" and "Trigger speed").

10.3 Traffic and Pedestrian Control Movement on roads and pedestrian paths complies with these rules and additional directives from the manager.

10.4 Heavy Vehicles Access for heavy vehicles requires Association consent, restricted on weekends and public holidays, and before 08:00 or after 18:00 on weekdays.

10.5 Driver's Licences Motorised vehicles may only be driven by individuals with valid international or South African driver's licences.

10.6 Prohibited Vehicles Foot scooters, motorised scooters, skateboards, roller blades, and roller skates are not permitted on Estate roads.

10.7 Overtaking Overtaking is permissible if done safely and responsibly.

10.8 Alcohol Influence The HOA may prohibit driving by any member, tenant, or visitor suspected of driving under the influence.

10.9 Right of Way Pedestrians, animals, and birds have right of way at all times; vehicles must yield accordingly.

10.10 Signage Compliance Signs indicating road use or common areas directions must be obeyed to avoid rule violations.

10.11 Vehicle Standards Vehicles must be in good, roadworthy condition, without excessive noise, smoke, or oil emissions.

10.12 Road Usage Motor vehicles are confined to designated roads and driveways; non-motorised vehicles may use designated areas.

10.13 Traffic Calming Measures The Board reserves the right to implement traffic calming measures like speed bumps and pedestrian crossings as deemed necessary.

10.14 Trailers, Caravans, Boats, and Other Vehicles No trailer, caravan, boat, truck, or lorry may be parked or stored within the Estate without Association consent, and must be kept out of public sight.

10.15 Entry of Trailers, Caravans, and Boats No trailers, caravans, or boats may enter the Estate without prior consent from HOA.

10.16 Quad Bikes Quad bikes may be stored under the conditions specified in section 10.16. However, they must not be ridden for leisure purposes anywhere on the estate.

10.17 Emergency Vehicle Areas Restricted areas designated for emergency vehicles must only be used for their intended purposes, and their entrances must remain clear at all times.

10.18 Drone Usage Flying drones on or over the Estate is prohibited. Any specific request to fly a drone must be submitted in writing to the HOA, stating reasons and confirming compliance with all Civil Aviation Authority (CAA) requirements.

11. Common Areas and Environmental Aspects

The Homeowners Association (HOA) has authority over all environmental aspects of the Estate. This includes managing fauna, and flora within the common areas. No individual may take actions that the HOA deems harmful to the environment or disrupts residents' use of the common areas. Activities such as littering and camping are prohibited. Fires are only permitted in designated areas approved by the HOA, using appropriate facilities like braais or manufactured grills. Without written

permission from the HOA, no planting or picking of flowers or plants is allowed in the common areas.

In natural and landscaped areas of the Estate excluding residential lots, the Manager can restrict access to preserve fauna and flora. While walkers are permitted on mountain bike trails, cyclists have the right of way. To protect sensitive vegetation, cyclists and pedestrians must stay on designated paths through the bio corridor. Motorized vehicles are strictly prohibited on mountain bike trails. Discharging firearms, air-rifles, crossbows, or similar devices anywhere on the Estate is forbidden. Hunting and trapping are strictly prohibited, except for controlling invasive species with approval from the HOA or Developer.

No person may disturb or harm wild or domestic animals, reptiles, or birds on the Estate. Pets are prohibited from chasing or attacking wildlife, and any pet found doing so will be removed from the Estate. Temporary structures like tree houses defined by National Building Regulations are not permitted in common areas. Swimming or fishing in fishponds, dams, or water features is prohibited unless signage indicates otherwise.

Certain dams may have signs prohibiting fishing or disturbance for ecological reasons, and compliance with these signs is mandatory.

11.1 Environmental Control The Association has authority over all environmental aspects on or near the estate. This includes managing fauna, flora, and maintaining common areas.

11.2 Environmental Impact No actions shall be undertaken, or omissions made, which could detrimentally affect the environment or unreasonably interfere with residents' use and enjoyment of common areas, as determined by the Association.

11.3 Prohibited Activities Littering and camping are strictly prohibited. Fires may only be lit in designated areas approved by the Association, and only in properly constructed braai/fireplaces or manufactured braais like Weber.

11.4 Gardening and Landscaping Gardening, landscaping, picking, or planting flowers or plants on common areas is prohibited without prior written authorization from the Association.

11.5 Access Restrictions The Association reserves the right to prohibit or restrict access to any part of the estate to preserve natural fauna and flora.

11.6 Weapons Discharging firearms, air-rifles, crossbows, or similar devices on or around the estate, except in self-defence, is strictly prohibited. Hunting and trapping are also prohibited.

11.7 Wildlife Protection No person shall disturb, harm, destroy, or permit the disturbance, harm, or destruction of any wild animal, domestic animal, reptile, or bird on the Estate, subject to potential fines or prosecution by relevant authorities.

11.8 Dams Usage Fishing is not permitted.

11.9 Wading or Swimming Wading or swimming in the dams is prohibited.

12. Letting and Resale

These ESTATE RULES apply to and are binding upon all tenants. An OWNER (or his agent) who intends to let a UNIT shall furnish his tenant with a copy of these ESTATE RULES.

The HOA has to give its approval prior to any UNIT being let.

The HOA must approve the occupation in writing of a permanent UNIT for financial gain as a rental (leasing) no matter how short the period is.

The HOA consider short term letting of 30 (thirty) days or less as a commercial activity which is prohibited in terms of the CONSTITUTION and accordingly the HOA will not give its approval. Each UNIT may only be occupied by 1 (one) *bona fide* household, consisting of 1 (one) family unit, and its direct relatives, and temporary bona fide social visitors from time to time. No RESIDENT shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its UNIT as accommodation, or to form a commune, or similar live-in arrangement.

MEMBERS or their agents shall give the HOA prior written notice of any tenants or guests who are to occupy the members' residences in the absence of those MEMBERS. Every tenant and/or guest shall be required to register at the offices of the MANAGER within 1 (one) working day after arrival and to sign a declaration that he is acquainted with these ESTATE RULES and acknowledges that these ESTATE RULES are binding on him as well as the GATEHOUSE ENROLMENT & INDEMNITY.

If any tenant, guest, employee or other invitee of any MEMBER fails to comply with any of the provisions of these ESTATE RULES, the HOA shall be entitled to deny that tenant, guest, employee or other invitee access to the ESTATE.

12.1 Applicability This rule supplements of the Constitution, which is incorporated herein by reference, and applies to all members and tenants.

12.2 Lease Conditions Members may not lease premises to tenants except in accordance with Rules provided

12.3 Approval for Letting Members seeking to let premises must apply to the Association for prior approval, submitting a pro forma lease agreement. The

Association may approve the arrangement in writing, with refusal only if unreasonable.

12.4 Responsibilities of Members Members leasing premises must provide tenants with a copy of these rules, making them binding on the tenant. Additionally, the tenant must agree to all obligations imposed on members by the Constitution and these Rules through an agreement with the Association.

12.5 Estate Access The Association may deny Estate access to any person effectively a tenant unless they occupy premises in accordance with this Rule.

12.6 Registration of Tenants Tenants must register at the Estate Manager's office within five working days of arrival and sign an agreement as per Rule provided.

12.7 Sale and Letting Procedures Members may sell or let units directly or through estate agents. Members must comply with Estate rules and directives regarding advertising, Estate access, holding show houses, and other reasonable determinations made by the Association. Failure of any agent to comply may result in denial of Estate access.

13. Conduct

13.1 Washing Restrictions No washing of any kind, including garments and household linen, may be hung or placed to dry except in areas specifically designated for that purpose.

13.2 Placement of Washing Lines All washing lines and similar devices must be positioned below the level of garden or yard walls to ensure they are not visible from any road or neighbouring unit.

13.3 Building Operations Unauthorized persons are prohibited from accessing any unit where building operations are in progress.

13.4 Noise and Disturbance No person shall create undue disturbance or noise, or engage in any activity deemed a nuisance at the sole discretion of the Board and/or manager, including:

- Burglar alarms must be silent and comply with Association regulations.
- Use of noisy machinery and power tools outdoors, outside of normal working hours, should be avoided and is only permitted occasionally and under exceptional circumstances.
- All building work, whether by contractors or residents, must adhere to designated hours set by the Association unless written approval for after-hours work is granted.

- Loud music and excessive noise are not permitted.

13.5 Occupancy Limits To maintain the low-density residential character of the estate, no member or tenant shall accommodate or permit more than two persons per bedroom in any dwelling on the estate.

14. Syndication Ownership Ownership through syndication, whether direct or indirect, is limited to a maximum of six natural persons at all times. This applies to:

- Registered co-owners of the unit.
 - Beneficiaries of a trust that owns the unit.
 - Individuals holding interests in any other legal entity that owns the unit.
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15. Commercial Activities

15.1 Consideration of Commercial Activities The Association must respect the commercial activities undertaken within the estate, provided they are conducted in a normal and reasonable manner. These rules shall not unfairly disadvantage such activities.

15.2 Prohibited Commercial Activities As per the Constitution, no commercial activities of any kind, including operations like bed and breakfasts or guest houses, shall be conducted from any unit or sectional title scheme premises on the estate.

15.4 Exceptions to Commercial Activity Rule The following activities shall not be considered commercial for the purposes of the Constitution:

- Professional, managerial, or administrative activities conducted within the privacy of a home.
- Leasing of premises that is not transient (lasting one month or longer), where the tenant establishes domicile for a substantial period.

15.6 Penalties for Contravention Anyone contravening shall be liable to pay a penalty of R25,000 for each calendar month or part thereof during which the contravention persists. This penalty is in addition to any other remedies available to the Association.

15.7 Transitional Dispensation For individuals conducting a prohibited business continuously prior to the enforcement date (referred to as a "prohibited business"), they may apply to the Board for a special dispensation to continue such business for a transitional period.

16. GENERATORS

The following are the requirements for the installation of generators
Any installation of a generator, whether purchased or rented and irrespective of output or portability, requires approval from the MANAGER. Approval from the MANAGER can be retracted at any time should a generator causes an excessive disturbance to neighbours. All applications will be reviewed against the following criteria:

16.1 Specifications

Only Ultra Silent Generators running at a maximum of 1500 revolutions per minute with a maximum sound pressure level of 51 dB will be allowed.

16.2 Location

May not be installed on COMMON PROPERTY (pavements, greenbelts and roads);
May not be visible from the road or greenbelts. Planting or other screening may be required; Fire safety: must not be within 1m of boundary;
All fuel to be stored in leak-proof/airtight containers specifically designed for such storage e.g. Jerry cans;
Potential for noise disturbance – whilst it is accepted that generators are noisy, attempts should be made to position them for minimum impact on neighbours;
Sufficient ventilation to prevent fumes build-up is required. If the unit is not to be used externally then full details will be required of venting in accordance with National Building Regulations.

16.3 Operating Times

Generators may not be operated between 23:00 and 6:00;
If it can be demonstrated that the generator unit in operation cannot be heard from adjacent properties, then exemption from the above rule may be granted.

16.4 Requirements for Approval – Portable Generators

This applies to small portable generators that are not connected into the existing electrical circuits / distribution board but merely have an extension cord that electrical appliances may be plugged into;
A site plan showing the location of intended operating position including proximity to boundary wall needs to be submitted for approval prior to use to assess fire safety;
Full details of the generator to be purchased, needs to be detailed in the application for approval.

Note: The risk of CO (Carbon Monoxide) poisoning is very real. Portable generators are not intended to be used internally. CO build-up is possible in open sided carports and hence these areas are not considered to be external.

16.5 Requirements for Approval – Permanently Connected Generators

Any generator that is intended to be permanently connected into the existing electrical circuits/distribution board must be installed by a qualified electrician and the appropriate compliance certificate issued, A copy of the certificate must be lodged with the HOA who will attach this to the approved site plan, a copy of which is retained at the office for future reference;

Applications for approval of permanently connected generators will be referred to the Sub Committee specifically set up to deal with such applications. This committee has been housed under the Architectural portfolio, and applications will be reviewed against the National Building Regulations;

A site plan showing the location of the intended position including proximity to boundary walls needs to be submitted for approval prior to installation;
Full details of the generator to be purchased, needs to be detailed in the application.

17. BUILDING REQUIREMENTS AND CONSTRUCTION

17.1 Compliance with Building Standards All construction of buildings on the estate must strictly adhere to the provisions of the constitution and architectural guidelines.

17.2 Approval of Building Projects No building, structure, or alteration shall be erected on the estate unless the plans, specifications, and construction comply with the architectural guidelines and the submitted sketch plans and working drawings as per Section 17.3 of these rules.

17.3 Scrutiny Fee A scrutiny fee, determined periodically by the Association, shall be levied for the examination of any working drawings by consulting architects.

17.4 Deposit for Construction Before commencing any construction project, the homeowner must ensure that the contractor pays a deposit to the Association. This deposit, set by the Association, covers potential damages caused by the contractor, servants, or subcontractors to Association property or other homeowners' property. Upon completion of the construction, the deposit, minus any necessary deductions for repairs, will be refunded to the contractor.

17.5 Quality Improvements During the construction process, the Association reserves the right to instruct the homeowner or their appointed contractor to make

improvements to any aspect of the construction deemed necessary by the Association.

17.6 Maintenance Requirements The Association may direct homeowners to undertake maintenance work on their homes if deemed necessary.

17.7 Dispute Resolution In case of disputes regarding architectural guidelines, including their application and interpretation, the decision of the consulting architects shall be final and binding. The consulting architects may amend the architectural guidelines if they are deemed unclear or inadequate in the sole discretion of the consulting architects.

17.8 Approval of Building Contractors The appointment of building contractors requires prior written approval from the Association, which shall not unreasonably withhold such approval.

17.9 Contractor Compliance Every building contractor must adhere to the rules, architectural guidelines, and any other regulations established by the Association regarding the conduct of building contractors. They must also sign any prescribed undertakings determined by the Association before commencing any building work on the estate.

17.10 Contractor Access Any building contractor who fails to sign any prescribed undertaking or comply with its provisions may be denied access to the estate.

17.11 Completion Period A member must complete the construction of their home within 36 (thirty-six) months from the initial transfer date of their unit from the developer. Failure to comply will result in the Association imposing a penalty equal to five times the base levy, payable in addition to the member's standard base levy (i.e., 1 + 5 times the base levy) per unit per month until completion. This penalty shall be considered an additional levy, enforceable in the same manner as the base levy.

17.12 Construction Timeline Once construction has commenced, members must complete their building within 12 (twelve) months from the commencement date, accounting for builders' holidays and weather disruptions. Failure to comply allows the Association to impose an additional penalty of R20,000 (twenty thousand rand) per month until final completion.

17.13 Combined Penalties Members who exceed the 36-month period under Rule 17.11 and the 12-month completion timeframe under Rule 17.12 will incur penalties under both rules.

17.14 Definitions of Commencement and Completion For these rules, commencement refers to the initiation of earthworks for building foundations, while final completion means all exterior and interior items, snagging, and site cleanup are fully finished, with all contractors and debris removed from the site and surroundings.

17.15 Exterior Alterations No residents may make alterations, additions, or extensions to the exterior of any unit without adhering to the provisions in Section 17.2.

17.16 Sporting Facilities Members are not permitted to build tennis courts, netball courts, or erect basketball hoops on any unit within the development.

17.17 Occupancy Requirements No residential unit or section thereof on the estate may be occupied prior to obtaining written consent from the Association confirming substantial completion and capability of final completion within 30 (thirty) days of occupation. Approval is contingent upon the following stipulations being met:

17.17.1 All structures must be fully completed as per the approved building plan by the local authority.

17.17.2 The sewerage line must be connected to the designated sewer point.

17.17.3 A permanent electricity meter provided by the Association must be installed, with the electrical installation inspected by the Association's electrician.

17.17.4 A permanent water meter provided by the Association must be installed, with pressure testing conducted by the building contractor's plumber.

17.17.5 All exterior work, including walls, palisades, pergolas, boundary walls, driveways, water features, and swimming pools, must be completed according to the approved plan by the local authority.

17.17.6 All structures must be painted to the satisfaction of the Association.

17.17.7 The entire area of the unit not covered by structures or driveways must be landscaped to the satisfaction of the Association.

18 FIRE PREVENTION AND HAZARDOUS SUBSTANCES

18.1 No person shall bring or permit any substances onto the estate that may constitute a fire hazard, threaten the health of residents or others, or result in contamination of the estate.

18.2 Fireworks are strictly prohibited.

18.3 Each dwelling must have at least one 4.5kg DCP fire extinguisher.

19 LANDSCAPING, POOLS AND JUNGLE GYMS

19.1 The nature, content, and design of gardens within any unit, including landscaping and pool maintenance, must meet the standards required by the Association. Failure to comply will prompt the Association to take necessary steps to enforce standards and charge the owner accordingly. Gardens must not unreasonably detract from the view or enjoyment of another homeowner's property, and the Manager may determine violations of this rule.

19.1.1 The HOA assumes no liability for any damage, accidents, or injuries related to swimming pools.

19.2 Jungle gyms, swings, trampolines, portable or temporary swimming pools, and similar equipment must be positioned below the level of garden or yard walls to ensure they are not easily visible from roads or other units.

19.3 Owners may request permission from the HOA to landscape areas of common ground around their property, subject to the HOA's discretion. Permission may be granted or denied based on various factors, and owners must comply with the Architectural Guidelines for such applications.

19.3.1 Applications must be submitted to the HOA according to detailed instructions in the Architectural Guidelines.

19.3.2 No temporary structures, as defined by the National Building Regulations, may be erected.

Public Open Space Areas

19.4 Members may not remove or relocate any plants from Public Open Spaces without prior written permission from the Manager.

19.5 Neglecting to maintain gardens in Public Open Spaces is prohibited.

19.6 Blocking access to Public Open Space areas for other residents and HOA staff is prohibited.

19.7 Upgrading Public Open Spaces requires a detailed plan and plant list approved by the HOA.

19.8 Planting or cultivating any declared weeds and invader plants is prohibited.

19.9 Connecting irrigation to the HOA water supply is prohibited.

19.10 Exceeding the planting area of Public Open Spaces (POS) into ecological areas is prohibited.

Private Gardens

19.11 Failure to maintain a private garden after a 30-day notice is prohibited.

19.12 Connecting irrigation to the HOA water supply in private gardens is prohibited.

19.13 Planting or cultivating any declared weeds and invader plants in private gardens is prohibited.

HOA Gardens

19.14 Pruning any HOA tree without written consent is prohibited.

19.15 Removing any HOA tree without written permission is prohibited.

19.16 Removing any HOA plants without written permission is prohibited.

19.17 Altering any HOA gardens without written permission is prohibited.

20 LEVIES

20.1 Owners must pay levies, utilities, and penalties in full by the last day of each month in which the invoice is sent. A penalty fee will be charged to accounts not paid by the last day of the invoiced month.

20.2 Owners in arrears shall pay interest (at the Prime rate + 5%), applied to the full overdue amount from the 1st day of the month following the invoiced month until the date of payment.

20.3 The Association will issue a final demand letter for payment of all arrears on the 8th day of each month, with a due date for settlement of 14 days from the date of the demand letter.

20.4 Failure to respond by the due date in 20.3 above will result in the matter being handed over to the HOA attorneys, who will initiate legal proceedings for debt recovery, interest, and legal costs on an attorney-client scale. All associated charges will be borne by the defaulter.

20.5 Levy amounts may not be reduced or withheld for any reason, real or perceived, against the non-provision of services or for any other grounds.

20.6 Owners who are away at the end of the month must make arrangements to ensure levies are paid by the due date. Excuses such as being on holiday, overseas, or on business are not acceptable reasons for late levy payments.

20.7 Members may make payments via debit order on the last day of each month, arranged at the Association's offices and processed by the Association's accounting agent. Alternative payment methods include EFT or cheque.

20.8 Upon property transfer, levies become payable by the new property owner upon receipt of the account.

21 MUNICIPAL RATES

21.1 Property owners are individually responsible for paying rates to the Municipality. The Association does not influence the valuation or rates set by the Municipality.

22 ELECTRICITY SUPPLY

22.1 The Association will make reasonable efforts to ensure an adequate electricity supply to owners, but cannot guarantee uninterrupted service.

22.2 The Association is not liable for damages, expenses, or costs resulting from interruptions in supply, voltage variations, frequency variations, or failures to supply electricity.

22.3 No rebates are allowed for electricity wasted due to leakage or faults in electrical installations.

22.4 If an electricity supply failure is due to faults in electrical installations or faulty operation of apparatus, the Association may charge the member a fee for restoring electricity supply, along with the cost of repairs.

22.5 No person may tamper with meters, service connections, service protection devices, or mains supply.

22.6 Without written authorization from the Association or manager, no person may connect or attempt to connect any electrical installation or part thereof to the mains supply.

22.7 The Association or manager may disconnect any unit temporarily without notice for repairs, tests, or other legitimate reasons.

22.8 Members are responsible for paying for electricity usage on a pay-as-you-use basis. Each unit will have electrical units installed, with charges determined periodically by the Association. Procedures, costs, and other aspects of the electrical system on the estate will be communicated to members by the manager.

23 WATER

23.1 Rainwater collection is allowed, provided it conforms to the architectural guidelines and is approved by the Association.

23.2 Prior approval from the HOA is required for installing boreholes or sinking well points on the Estate.

23.3 The Association will make reasonable efforts to ensure an adequate water supply to owners, but cannot guarantee uninterrupted service.

23.4 The Association is not liable for damages, expenses, or costs resulting from interruptions or failures in water supply to residents.

23.5 The Association is not liable for damages, expenses, or costs resulting from flooding or excess stormwater affecting residents.

24 RULES OF THE HOME OWNERS ASSOCIATION

24.1 Upon the Estate's proclamation date, these rules become effective, binding all Residents and Owners. The Board has the authority to make, add, amend, or repeal these rules, with changes applying to all Owners upon adoption.

24.2 These rules will be periodically reprinted and updated, including any changes or amendments. They will also be accessible on the Estate's website: www.botmaskopestate.co.za

24.3 In these rules, "Owner" or "Member" encompasses various roles including Purchaser, Co-owner, Corporate Owner, Trustee, Lessee, Family Member, Invitee, Employee, Customer/Client, or Guest.

Conflict of existing practice with new Rules

24.4 Any existing practices conflicting with new rules must cease immediately, unless resolved as follows:

24.4.1 When a conflict arises between a new rule and a long-standing existing practice, and an owner feels legitimately aggrieved, the Board may consider allowing partial or total relaxation of the new rule to accommodate the existing practice. Any decision made by the Board in such matters is binding.

Contravention of Rules by “others”

24.5 If any rule is breached by members of an Owner's household, guests, lessees, clients, invitees/guests, or employees, the breach is attributed to the Owner. However, the Board retains discretion to take appropriate action against the individual responsible for the breach.

25 PENALTIES

25.1 The Association will investigate written complaints from residents regarding the behaviour or conduct of others on the estate. It also has the authority to initiate investigations into any person's conduct and take appropriate action as deemed necessary.

25.2 If any person violates these rules or conditions imposed by the Association, the Board may impose fines approved by the Association. If the violator is a family member, guest, tenant, or invitee of a member, the member will be liable for paying the fine. Fines imposed on members or related persons are considered debts due to the Association and must be paid promptly upon demand.

25.3 Specific fine amounts are detailed in Schedule provided

26 ENFORCEMENT OF THE RULES

26.1 The directors of the Association may take necessary steps to remedy breaches of rules by residents and may pursue legal action, including court proceedings, as deemed appropriate.

26.2 In case a member disputes a breach allegation, a committee of three directors appointed by the chairman will adjudicate the issue based on the chairman's direction.

26.3 The directors have the authority to enforce rules through legal proceedings in a court of competent jurisdiction. They may appoint attorneys and counsel as needed for this purpose.

27 GENERAL RULES

27.1 The Association controls the use of all recreational, entertainment facilities, and other amenities on common areas of the estate. The Board can levy charges for their use.

27.2 In situations not covered by specific rules, the Board reserves the right to interpret and apply rules as deemed necessary for the management and governance of the estate.

27.3 The Board reserves the right for the manager to amend these rules from time to time in such manner as he deems necessary.

This rule grants the manager of the Home Owners Association (HOA) the authority to make amendments to the rules governing the estate as they see fit. However, such amendments must still be subject to approval by the HOA Board. This ensures that any changes made by the manager align with the overall governance and policies set by the Board, maintaining consistency and coherence in estate management.

28 VANDALISM

The HOA has a zero-tolerance approach to vandalism (damage) of property. The following action will be taken against the perpetrators of any such acts: All damages will be restored at the perpetrator's or his/her parents' expense in the case of a minor. Should damage be caused to the property of an OWNER within the ESTATE, the HOA will provide the OWNER and RESIDENT with all the information at its disposal with regards to such damage. Any legal action will then be at the decision of the OWNER. Trespassing on a resident's private property with the intention of playing "tok tokkie" / "ding-dong-ditch" will incur a penalty as set out in the Estate Rules Transgression Chart.