



**SANDERLING
HOME OWNERS
ASSOCIATION NPC
93 05934/08**

(Hereinafter referred to as SHOA)

ESTATE RULES

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SANDERLING HOA NPCESTATE

ESTATE RULES

1. PRELIMINARY

1.1 The objects of the Estate Rules are to promote and advance:

1.1.1 the communal interest of a social and cultural nature of it's Members in respect of the Properties of the Estate;

1.1.2 the character of the Estate as a safe and ecologically responsible development facilitating a fictional lifestyle.

1.2 to assist in this object, the Memorandum of Incorporation provides for Rules to be established. The Rules are binding on all owners, residents and other persons entering the Estate.

1.3 Members bear the ultimate responsibility and liability for ensuring that their family, tenants, employees, invitees, contractors and guests comply with these Rules.

1.4 The Estate Rules may not be substituted, added to or amended or repealed except by Special Resolution of the Members of the HOA or as determined by the provisions of the Memorandum of Incorporation.

2. INTERPRETATION

In the interpretation of these Rules, unless the context clearly indicates a contrary intention:

2.1 "Act" means the Companies Act 71 of 2008 as amended from time to time, and includes any regulations made and in force therein.

2.2 words and expressions to which a meaning has been assigned in the Act shall bear the meanings as assigned to them.

2.3 the singular shall include the plural and *vice versa*.

- 2.4 a reference to any one gender shall include the other genders.
- 2.5 a reference to natural persons shall include legal persons and *vice versa*.
- 2.6 “Director” includes an alternate Director.
- 2.7 “the Township” shall mean portion 2 of Erf 1463, Edenglen Extension 22, Edenvale and to which these Rules apply.
- 2.8 the headings of these Rules are for convenience and shall be disregarded in construing these Rules.
- 2.9 The term OWNER, where applicable in terms of the context, shall be deemed to include any occupier/tenant, visitor, employee, contractor of or to a Property situated within the Estate from time to time.
- 2.10 These Rules are binding on all owners of a Property in the Estate known as SHOA, including occupiers, tenants, visitors, employees and contractors.
- 2.11 SHOA has appointed Directors at a general meeting to administer the affairs of the Estate, on behalf of the Owners, and who may appoint Agents to assist them with their duties.

3. ADMINISTRATION, LEVIES AND PENALTIES

- 3.1 All levy payments are due and payable on the 1st (first) day of each month and must be received and are to reflect in the SHOA Bank account by no later than the close of business on the 7th (seventh) day of the month. Failure to comply will result in compound interest being charged at the interest rate determined by the Directors from time to time.
- 3.2 Levy payments can be made as follows:-
- 3.2.1. cheque placed in the Levy Box at the gate; or

3.2.2. bank deposit or electronic transfer to

ABSA

Ino: Sanderling HOA NPC

A/C No: 404 305 7884

Code No: 630 642 or 632-005

Reference: Name and/or Unit Number

3.3. Levy Statements will be handed out annually and/or at any change of ownership and/or at any change in the amount of the Levy.

3.4 An owner of a Property who is in arrears with levy payments after the 7th (seventh) day of the second consecutive month will be handed over to the Estate's Attorneys with a request for legal action to be taken against the owner concerned for the recovery of all outstanding amounts owing to the SHOA.

3.5 The defaulting Member shall be responsible for all legal costs, including, but not limited to, all disbursements such as tracing costs, administration fees and legal fees incurred on an attorney and own client basis, due to the SHOA.

4. REFUSE MANAGEMENT

4.1 Owners of a Property shall:-

4.1.1 be responsible for the removal of all refuse and debris from their Property in the municipal refuse bins which are at all times their responsibility to purchase and maintain and which must be maintained in a hygienic condition;

4.1.2 ensure that before refuse is placed in the municipal bins it is securely wrapped in a sealed black plastic bag, and in the case of tins or other containers, completely drained. The Municipality will not remove any refuse bags that are not in the bins provided;

4.1.3 not place or allow or cause to be placed any refuse or rubbish in or on the common property, or part thereof;

4.1.4 not deposit, throw or permit or allow to be deposited or thrown, onto the common property any rubbish, including but not limited to, dirt, cigarette butts, food scraps or any other litter, whatsoever;

4.1.5 ensure that domestic furniture, cupboards, washing machines, fridges, builder's rubble, cardboard boxes etc., are not left, stored or abandoned on the common property at any time;

4.1.6 ensure that building rubble is not deposited in the refuse bins;

4.1.7 be responsible for delivery of their municipal bins to and from the refuse area on the evening prior to the relevant Municipal collection day and which must be removed from the refuse area by the end of the Municipal collection day.

5. VEHICLES

5.1 Owners of a Property and all third parties being given access to the Estate by an owner of a Property shall:-

5.1.1. obey all signs and road markings containing directions for the use of vehicles on the common property;

5.1.2. not allow any unlicensed person or a Learner Driver to drive any vehicle upon the roads within the Estate;

5.1.3 park only in their allocated garage/parking bay and entirely within the boundary of such area and shall not cause an obstruction or restrict access to any Property on the Estate;

5.1.4. not sound any hooters within the confines of the Estate other than in an emergency;

5.1.5 not drive any vehicles on the common property in such a manner which creates a nuisance or is considered by the Directors to adversely affect the safety of the residents in the scheme;

- 5.1.6 ensure that their vehicles, and the vehicles of their tenants, visitors, guests or contractors, do not drip oil or brake fluid onto the common property or in any way deface the common property. Should any vehicle have leaked oil or fluid of any kind on the common property, the Owner of the Property granting access to the vehicle, is solely responsible for the immediate and satisfactory cleaning and/or correction of any damage and/or mess caused.
- 5.2 The Directors may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle, licensed or unlicensed, which is parked, legally or illegally, damaged, standing or abandoned on the common property that has not moved for a total period of 3 (three) days. All costs, including but not limited to towing, storage etc., will be recovered from the Member by debiting their Levy Account and such costs are due and payable within 14 (fourteen) days of demand.
- 5.3 Major repairs, reconditioning and/or dismantling of vehicles anywhere on the Estate is not permitted.
- 5.4 Caravans, boats, trailers, and any vehicle which has no independent means of motorized propulsion, or heavy motorized vehicles may not be parked on the common property, but must be contained within a garage or within the confines of an individual Property. Permission, in writing, may be obtained from the Directors for exceptional overnight parking of such vehicles on the common property for a period not exceeding 24 (twenty four) hours. Once the 24 (twenty four) hour period has expired the vehicle must be immediately removed from the Complex.
- 5.5 Members shall be liable for any damage caused by their vehicles, or those of any third party to whom they have given access to the Estate, to the common property or a Property within the Estate howsoever arising.
- 5.6 Motor cycles or similar vehicles which cause excessive noise must be used in such a way that they do not cause a nuisance to any resident within the Estate.

- 5.7 The Speed Limit within the Estate is 15km per hour and pedestrians have the right of way at all times.
- 5.8 Owners of vehicles being granted access to the Estate do so entirely at their own risk. The Estate will accept no responsibility for damage, loss, theft or similar to or from any vehicle or to or from the owner of any vehicle having been granted access to the Estate.

6. GOOD NEIGHBOURLINESS

- 6.1 Games and recreational activities are not allowed on the driveway of the Estate.
- 6.2 Excessive noise and dust must be avoided at all times and especially during building operations.
- 6.3 Particular consideration must be observed to ensure that residents are not inconvenienced by undue noise between 22h00 and 07h00 Sunday to Thursday and between 24h00 and 07h00 on Fridays and Saturdays.
- 6.4 The volume of noise in and arising from a motor vehicle, a Property or from any source whatsoever including but not limited to radios, musical instruments, cd players, record players, television sets, etc., shall be maintained at such a level so as not to cause a nuisance to other residents.
- 6.5 Power drills, hammering etcetera, if undertaken outside the periods stipulated in Clause 6.3, and then only for domestic purposes, must cause minimum nuisance to other residents.
- 6.6 Jumble Sales may not be held on the common property.
- 6.7 Auctions, other than those required to accommodate the Sale of a Property, are not allowed either within a Property or on any part of the common property.
- 6.8 Hobbies or other activities may not be conducted on the common property, and if conducted within the confines of an owner's Property may not cause undue noise, disturbance, inconvenience or cause a nuisance to other owners or residents.

- 6.9 No Member of Resident of any Property may run any business or business related activity without the proper written consent of the Members of the SHOA having first been obtained, in writing from the Directors.

7. GARDENS AND PLANTS

- 7.1 All gardening in respect of the common property shall be done by persons authorized by the Directors and owners of a Property may not give instructions to any garden staff, employed by the Estate, and all requests must be submitted to the Directors, in writing, and the appointed Director will instruct the staff, if appropriate.

- 7.2 Damage may not be caused to any garden areas on the common property.

- 7.3 Members are responsible:-

7.3.1 for the maintenance and upkeep of the garden area adjoining the common property which is situated at the front of the garden wall of their individual Property;

7.3.2 to ensure that plants, creepers, shrubs and trees are maintained on a regular basis to ensure that they do not interfere with the working of the electric fence or damage common property, boundary or internal walling. Should a Member fail to maintain the vegetation within his Property and continues to fail to maintain after notice from the Directors to do so the Directors may arrange for the trees, plants, creepers or shrubs to be trimmed or removed and walling repaired or replaced and recover the cost of so doing by debiting the Member's Levy Account which cost becomes due and payable on demand.

8. CHILDREN

- 8.1 Owners of a Property must supervise and shall, at all times, be responsible for the conduct of their children, their domestic worker's children and the children of their visitors or tenants and to ensure that neither damage nor nuisance is caused on or to the common property or on or to the Property of other Owners or residents.

In particular, children may not play in the driveway, interfere with the plants, name plates, fire fighting equipment, external lights, automatic gates, and intercom, etc.,

9. RESIDENTS, VISITORS, GUESTS, CONTRACTORS AND DOMESTIC STAFF

9.1 Owners of a Property:-

9.1.1 must ensure that their domestic staff, visitors, contractors or guests do not loiter or cause undue noise on the common property or from within a Property;

9.1.2 must ensure that their domestic employees have a secure method of entering and exiting the Estate;

9.1.3 shall be responsible for the activities and conduct of their domestic staff, visitors, contractors or guests and shall ensure that they understand and do not breach any provisions of the Act, the Memorandum of Incorporation or the Rules, or any legislation or by-laws which may affect the scheme;

9.1.4 whose domestic employee, visitor, contractor or guest consistently fails to abide by the Act, the Memorandum of Incorporation or the Rules, may be required to permanently remove such person from the Estate if so instructed by the Directors, in writing;

9.1.5. may not, under any circumstances, interfere with the schedule of times of garden service, maintenance, or cleaning services to the Estate and any complaints concerning this work shall be delivered to the Directors, in writing;

9.1.6 may not request any member of the staff, employed by the Estate, to undertake personal duties on their behalf during normal working hours, lunch or tea breaks.

9.2 The Directors are specifically authorized to employ the necessary staff to ensure that the common property is maintained in a proper state of cleanliness and repair and the cost of such employment shall be an administrative expense chargeable to the fund established by the Association.

10. ENVIRONMENTAL MANAGEMENT

10.1 Members are expected to regularly maintain the exterior of their Property including the garage doors, gates and walls which are visible from the common property and any other Properties so as to ensure an aesthetic standard for the Estate.

10.2 Should a Member fail to comply with a request from the Directors to attend to the maintenance, outlined in Clause 10.1 above, the Directors may arrange for such maintenance and painting to be undertaken on behalf of the Member, the cost of which will be recovered by debiting the Members Levy Account which cost will become due and payable on demand.

10.3 Garden gates leading onto the common property road must be constructed of treated wood.

10.4 Walls dividing the Properties in the scheme must be constructed of pre-cast or brick walling. Any change to the existing walling requires the prior written approval of the Directors and of the neighbour affected.

10.5 The addition of external spotlights to a Property should be placed in such a way that they do not cause any disturbance to any other resident or Property.

10.6 Any blockage to the sewer or waste pipes serving an individual property must be rectified at the cost and expense of the Owner of such Property.

10.7 Members are expected to maintain their property free from ants, rats, mice, borer and any other wood destroying insects. Should a member fail to undertake such maintenance and continue with such failure after receipt of written notice to do so from the Directors the Directors may employ the services of an independent Contractor to remedy the situation on behalf of the Member, the cost of which will be recovered by debiting the Members Levy Account which cost will become due and payable on demand.

10.8 Members, or any Agent acting on behalf of a Member, shall not place any sign, notice, billboard or advertisement of any kind whatsoever, on any part of the common property so as to be visible from outside of the Property without the written consent of the Directors first having been obtained.

10.9 Notice boards advertising the sale or rental of a Property shall only be permitted outside the boundary walls of the Estate. Directional pointer boards will only be allowed on the common property, on the day that the Property is “on show”.

10.10 Owners of a Property:-

10.10.1 shall not harbour or store any material, or do, or permit or allow to be done, any other act, in their Property, or on the common property, which may vitiate any insurance policy held by the Estate or which may increase the rate of the premium payable by the Estate on any insurance policy;

10.10.2 must utilize their garage/s and designated parking bay in the driveway for parking their vehicles and in such a way that the vehicle does not cause a nuisance to any other resident. If there is insufficient parking available within the confines of the Estate visitors, guests, contractors, employees etc., must park outside the Estate;

10.10.3 must ensure that declared noxious flora is not planted or growing in the garden of the Property or in the flower bed parallel to the driveway;

10.10.4 must ensure washing/laundry is hung on washing lines and not over any boundary wall of the Property;

10.10.5 must ensure that no narcotic/hallucinatory drugs are stored, indulged in, grown or sold anywhere in the Estate and that the consumption of alcohol is kept at a purely social level and not sold within the Estate.

11. PETS

11.1 The local authority by-laws, which may be amended from time to time, relating to pets will be strictly enforced. Where a conflict exists between the provisions of such by-laws and these Rules, these Rules shall take precedence.

11.2 Should a member or resident, after a written request from the Directors fail to remedy a nuisance caused by their pet/s, the Directors may require that the Member finds an alternative home for such pet.

11.3 No more than a maximum of two pets per Property shall be allowed without the written approval of the Directors.

11.4 No tomcats may be kept in the Estate. Any tomcats currently living in the Estate as at the date of coming into force of these Rules shall be neutered within a period of 30 (thirty) days from the date thereof.

11.5 No poultry, pigeons, aviaries, wild animals or livestock may be kept within the Estate.

11.6 Members shall ensure that their pets do not cause any nuisance or disturbance of the peace or be allowed to roam the common property unless leashed and properly controlled by a responsible adult.

11.7 The Directors shall have the right to prohibit, restrict and control the keeping or removal of any pet which they regard as dangerous or a nuisance to other residents.

- 11.8 The owner of any pet shall procure the immediate removal of any excrement deposited by such pet on the common property. Failure to remove such excrement immediately will result in a penalty fine being imposed in a minimum amount of R50.00 (Fifty Rand) which may be adjusted by the Directors from time to time and approved by the members by an ordinary resolution at a general meeting. The fine will be recovered via the Levy Account of the owner concerned and will become due and payable on demand.
- 11.9 The Directors may, after having requested a Resident in writing to keep his dog/s within the Property, arrange for any such dog/s found roaming the common property to be caught and handed over to the SPCA.
- 11.10 Residents, who have guests with pets, must inform them of the established Pet Rules.
- 11.11 Animals/pets shall not be left unattended for more than 24 (twenty four) hours at any one time.
- 11.12 An Owner of a Property must ensure that his pet is clearly identified by a collar with an identification tag containing the Owner or pet's name and contact details.
- 11.13 The Owner of any animal/ pet found unidentified and/or unaccompanied on the common property will be required to permanently remove the pet from the Estate within a period of 14 (fourteen) days of receipt of a notice from the Directors. Alternatively, the Directors will, upon discovery of such an animal/pet cause it to be immediately removed from the Estate, without notice and at the cost of the Owner concerned, once identified. Loss, injury or damage to the animal/pet caused as a result of such removal will not be the responsibility of the Directors or any member of the Estate, staff or third party employed by the Directors for the purpose of such removal.

12. TENANTS

12.1 Members may let their Property on the understanding that:-

12.1.1 they assume responsibility for the conduct of their tenants and their visitors and they must ensure compliance with the Rules, whether in terms of the Act, the Memorandum of Incorporation or these Rules;

12.1.2 all tenants leasing a Property and other persons granted rights of occupancy, by the Owner of the Property, are obliged to comply with the provisions contained in the Act, the Memorandum of Incorporation or these Estate Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The onus shall be upon the Owner of the Property to ensure that a tenant or occupier is aware of and complies with the Act, the Memorandum of Incorporation and the Rules;

12.1.3 no such letting shall in any way release the Owner of the Property from any of his obligations in terms of the provision of the Act, the Memorandum of Incorporation or the Rules;

12.1.4 they advise the Directors, in writing, of their intention to let their Property and provide the Directors with the name/s and contact details of the new occupier/s of their Property and the intended duration of the lease prior to occupation by their tenant/s;

12.1.5 they do not lease their Property, or otherwise grant rights of occupancy, to any person and by so doing such lease would contravene any Law or Act;

12.1.6 they provide the Tenant, prior to occupation, with a copy of the Memorandum of Incorporation and the Estate Rules and ensure that their Tenant complies with the provisions contained therein including but not limited to the provisions pertaining to "Pets";

12.1.7 they do not lease, or allow their Property to be leased, for short-term letting purposes for any period of less than 30 days in duration unless they have obtained the written permission of all the members of the Estate;

12.1.8 they remain, at all times, responsible for the behaviour of their Tenant and any breach by their Tenant of the provisions of the Act, the Memorandum of Incorporation or these Rules shall be treated as if they, themselves, committed the offence which they must immediately rectify upon receipt of a written notice to do so from the Directors, or any Agent acting on the Director's behalf.

13. SALES OF PROPERTIES

13.1 Should a Member wish to sell his Property through an Estate Agent, he shall be obliged to provide such Agent with a copy of these Rules and the Memorandum of Incorporation, who in turn shall be obliged to provide a copy thereof to the purchaser, failing which the Member shall provide a copy to the purchaser.

13.2 No Member shall be entitled to transfer ownership of or any other interest in his Property without a clearance certificate issued by the Managing Agent, which shall be pre-approved by the Directors (such approval not to be unreasonably withheld), in which it is certified that:-

13.2.1 the Member is not indebted to the Company in any way in respect of contributions and charges or other amounts that the Company may, in terms of these Rules or the Memorandum of Incorporation, be entitled to claim from him;

13.2.2 the purchaser has signed an agreement in terms of which he agrees to become a Member of the Company and agrees to abide by the Memorandum of Incorporation and its Rules, which may be amended from time to time;

13.2.3 the written agreement of sale between the Member and the purchaser has been submitted to either the Directors or the Managing Agent, and they have satisfied themselves that the required conditions referred to in Clause 13.3 below are contained in the said agreement.

13.3 The Member selling a Property in the Estate, or an interest in such Property, shall ensure that the written agreement of sale contains the following clauses:

13.3.1 the purchaser acknowledges that he is required upon registration of the Property into his name, to become a member of the SHOA and agrees to do so subject to the Memorandum of Incorporation of the SHOA;

13.3.2 the purchaser acknowledges that he has received a copy of the Memorandum of Incorporation and Rules of the SHOA and, for the benefit of the Association, agrees to be bound by such Memorandum or Incorporation and Rules from the date of transfer until such time that they cease to be an Owner.

13.3.3 the agreement is subject to the suspensive condition that the Directors or the Managing Agent issue a clearance certificate.

14. LANGUAGE

14.1 Owners of a Property, if they do not speak, read or understand the English language, shall be responsible to obtain a translation of the Estate Rules, Memorandum of Incorporation and the Act at their own cost and expense.

15. SECURITY

15.1 Owners of a Property must ensure that they-

15.1.1 have in their possession a gate control for ingress and egress to the Estate;

15.1.2 confirm that the gate closes fully before driving away when entering or exiting the Estate;

- 15.1.3 obey the instructions with regard to Security as published by the Directors from time to time;
 - 15.1.4 register their domestic employee with and supply to the Directors a copy of their domestic employee's Identity Document which will be recorded in a register maintained by the Directors. Unregistered domestic employees may be refused access to the Estate;
 - 15.1.5 ensure that adequate arrangements to access and egress into and from the Estate have been made for their domestic staff:
 - 15.1.6 ensure that irresponsible domestic staff are not given a remote control for the entrance gate;
 - 15.1.7 report any criminal activity or suspicious occurrences to the Directors as soon as possible and ideally within 24 (twenty four) hours of the incident taking place;
 - 15.1.8 ensure that deliveries or pick up vehicles are only admitted to the Estate if they are available to supervise them while they are within the confines of the Estate;
 - 15.1.9 do not give any access to the Estate to non residents that require access to a Property other than that which they occupy;
 - 15.1.10 do not give access to Hawkers who are not allowed on the Estate at any time.
- 15.2 The Estate reserves the right to deny access to any non resident of the Scheme with the exception of a non resident Owner of a Property within the Estate.

16. ALTERATIONS/RENOVATIONS/EXTENSIONS/ADDITIONS

- 16.1 No alterations/renovations, extensions or additions to a Property may take place without the Owner of the Property obtaining the necessary written permission from either the Directors, the members of the Estate, his immediate neighbours (a neighbour is a Member sharing a

boundary wall with the Owner of the applicant Property) or the local authority (where necessary) as dictated by any Act, the Memorandum of Incorporation, local by-law, ordinance, proclamation, Architectural Guidelines or the Estate Rules.

16.2 Written application for alterations/renovations, extensions or additions must be submitted on the relevant document attached as Annexure “A” to these Rules and is conditional on the acceptance of this document, in writing by the Directors, and the conditions contained therein by the Owner of the Property concerned.

16.3 Owners of a Property must ensure that they:-

16.3.1 conform to the conditions laid down in the National Building Regulations with regard to the time periods within which work may be undertaken and as more fully detailed in Clause 7 of Annexure “A”, which may be varied from time to time;

16.3.2 obtain the necessary consent of the local authority (if necessary), including but not limited to, planning permission, building plan submission and approval etc., before commencing any alterations and/or extensions to a Property;

16.3.3 ensure that other residents in the building are subjected to the minimum possible inconvenience and/or noise or dust during building operations.

17. ARCHITECTURAL GUIDELINES AND STANDARDS

17.1 All Properties in the Estate were originally constructed in accordance with the Architectural Guidelines laid down by the Developer of the Estate. The on-going intention of the Company is to maintain the high standards, aesthetics, design and life style benefits of the Estate as set out in these Rules and the Architectural Guidelines. The Rules below are established in order to achieve such.

17.2 All properties must adhere to the following colour scheme:

17.2.1 Buildings – White:

- 17.2.2 Tiled Roofs – Shade of dark charcoal;
 - 17.2.3 Garage Doors – White:
 - 17.2.4 Wooden or brown aluminium boundary garden and garage pedestrian doors. Wooden doors must be adequately treated;
 - 17.2.5 Wood treated or brown aluminium window frames and doors
- 17.3 Should the Member fail to comply with any of the Rules as determined in Clauses 16 or 17 it may result in *inter alia* the levying of a fine, the amount of which will be determined by the Directors from time to time and ratified by the Members by an ordinary resolution at a general meeting, or by the obtaining of an interdict, at the cost and expense of the owner concerned, to remove any illegal or non approved structures
- 17.4 Any superficial changes, being those not meeting the definition of Alterations, Additions, Extensions or Renovations, as determined in Clause 16 and Annexure “A” of these Rules, to any building or Property including landscaping, fencing and/or screening, will require the approval of the Directors and where necessary that of the adjacent neighbouring Properties, which approval will not be unreasonably withheld.
- 17.5 In exercising its discretion to grant consent to any superficial changes, alterations, extensions, renovations or additional building works, the Directors may, at their sole discretion, appoint an Architectural Review Committee. Such Architectural Review Committee will give effect to the spirit and uphold the integrity of these Rules and the Architectural Guidelines.
- 17.6 Building Contractors employed to effect Structural building work must have qualified under the following criteria:
- 17.6.1 Registered with the Master Builders Association and NHBRC; and

17.6.2. Be well informed with regard to the National Building Regulations.

17.7 The Member will ensure that:-

17.7.1. they obtain from their contractor, for submission to the Directors of the SHOA, a complete list detailing the names of all the workers of the main contractor and any sub-contractors to be employed with each construction project. This list must be updated regularly;

17.7.2. they understand that they will be responsible for all workers and subcontractors involved on his building work;

17.7.3 the contractor and/or his workers must not sleep over on site under any circumstances;

17.7.4 his contractor provides at least one chemical toilet per site for the entire duration of construction which may not be connected directly into the Estate sewer system;

17.7.5. they endeavour to minimize dust, noise and effluent or any other rubble or waste on site;

17.7.6. roads or infrastructure in the Estate are not damaged and he understands that he will be held solely responsible for any damage howsoever caused;

17.7.7. contractors or sub-contractors' vehicles park in their driveway, car parking bay or outside the Estate but may not, under any circumstances, be parked in the Visitor's bays or cause any nuisance or inconvenience to any other resident in the Estate;

17.7.8 all deliveries of supplies will be restricted to normal construction hours.

18. OCCUPATION OF A PROPERTY

18.1 The Property may be used for single family residential occupation. Communes or similar are not allowed and the number of occupants of

a Property is limited by national regulations and/or local by-laws which take precedence over the Estate Rules and may be varied from time to time.

- 18.2 It is the duty and responsibility of each Owner of a Property to ensure that the maximum number of occupants of a Property do not exceed the limits imposed by national regulations and/or local by laws which mandates 2 persons per bedroom.
- 18.3 No business may be conducted from any Property on the Estate without the permission of the Members and/or the local authority having been obtained.

19. GENERAL

19.1 Owners of a Property:-

19.1.1 may not deposit, throw, or permit or allow to be deposited or to be thrown, onto the common property, including, but not limited to, the driveway, refuse collection area and/or the entrance area, any litter or rubbish, including dirt, cigarette butts, building rubble, stones or solid object, food scraps, household furniture, appliances or any other litter whatsoever;

19.1.2 will ensure that their use of their Property or the common property does not in any way inconvenience any other resident in the Estate. This rule shall apply equally to tenants, visitors, guests, domestic employees, contractors or any other third party having been granted access to the Estate;

19.1.3 will take all such precautions as are necessary so as to avoid any damage to another Property or the common property within the Estate. Should any damage, of whatsoever nature, be caused to the common property by an Owner of a Property, their tenants, visitors, employees, family, or contractors, the Owner of the Property concerned shall be liable to reimburse the SHOA for the cost of repairing such damage.;

19.1.4 will report maintenance issues concerning the common property directly to the Directors;

- 19.1.5 will be obliged to notify the Directors of his current, residential, business, postal addresses, contact telephone numbers and if a corporate identity with the same details for each Trustee, Member or Director.
- 19.2 Firearms (unless operated in self-defence or an emergency), pellets guns, crossbows, catapults or fireworks may not be discharged in a Property, or on or in any portion of the common property. Failure to comply with this Rule made lead to criminal charges being laid against the perpetrator.
- 19.3 Unauthorized traders, hawkers or third parties found causing a nuisance within the confines of the Estate should be reported to the Directors and/or escorted from the premises.

20. BREACH OF RULES

- 20.1 Fines may be imposed by the Directors, over and above any costs debited to the Member's account, to remedy any breach of the Memorandum of Incorporation or these Rules and will become due and payable on demand.
- 20.2 The Directors shall deliver to each member a schedule of the fines and/or penalties that will be imposed in respect of any transgressions concerning the Memorandum of Incorporation or these Rules. Such penalties or fines will be subject to confirmation by ordinary resolution of the Members at a general meeting
- 20.3 A Member should make every effort to remedy any issues between himself and the owner of another Property in the Estate caused by breaches of the Act, the Memorandum of Incorporation or the Rules and only if unsuccessful should the problem be referred to the Directors for resolution.
- 20.4 Any breach of the Act, the Memorandum of Incorporation or the Rules, or any conduct detrimental or prejudicial to the interests of the Estate or relating to conduct unbecoming a Member, or occupier of a Property, shall be notified to the Directors, in writing, which notification shall contain full details of the alleged breach and be signed by the person making the allegation.

- 20.5 On receipt of the notification referred to in Clause 20.4 the Directors shall appoint a minimum of two of their number to investigate the complaint, with the parties concerned, and report back to all the Directors within a period of 72 (seventy two) hours from receipt of the complaint.
- 20.6 Should the Directors, appointed to investigate the complaint, be satisfied that the complaint is justified a resolution of all the Directors will record such transgression and a formal letter will to be sent to the alleged offender detailing the nature, date and time of the transgression and requesting that the complaint be remedied within a period of 14 (fourteen) days from date of the notice. A fine, in terms of the schedule referred to in Clause 20.2, will apply which will be debited to the Levy account of the owner of the Property concerned and will become due and payable on demand.
- 20.7 Letters of alleged misconduct and or transgressions, if perpetrated by an occupier of a Property and not by the owner of the Property, will be sent to the owner of the Property with a copy of the letter being sent to the occupier.
- 20.8 An owner of a Property, who is at all times responsible for the conduct of any person given occupation of their Property and any visitors to said Property will be responsible to remedy any misconduct and pay any penalty or fine.
- 20.9 If the alleged misconduct is not remedied, by the owner of the Property, within the stipulated time period the Directors may instigate the necessary legal action to ensure compliance with the Act, the Memorandum of Incorporation and these Rules and all costs of such action will be for the account of the owner of the Property concerned and recovered by debiting the Levy Account if such owner which cost will become due and payable on demand.
- 20.10 If the alleged misconduct is caused by a third party, other than the owner of the Property, both the owner and the third party may be joined in any subsequent action initiated by the SHOA.

- 20.11 Any damage caused as a result of any failure to comply with the provisions contained in either the Act, the Memorandum of Incorporation or the Rules shall be for the sole account of the owner of the Property concerned.
- 20.12 Any breach of the Act, the Memorandum of Incorporation or these Rules by an owner or the occupier of a Property may be rectified by the Directors in their capacity as such who may apply penalties, fines and/or recover costs from the defaulting owner in terms of the schedule contained in Clause 20.2 and follow the procedure as outlined in Clauses 20.5 to 20.11.
- 20.13 A Member may dispute, in writing, the fact that he has committed a breach of any of the Rules, Memorandum of Incorporation or Act, aforesaid within a period of 20 (twenty) days after receipt, or deemed receipt, of the notice of transgression and upon receipt of such dispute a committee of three Directors may be appointed by the Chairperson of the Board of Directors for that purpose, who shall attempt to mediate upon the issue at such times and in such manner and according to such procedure as the Chairperson may direct in his/her sole and absolute discretion.
- 20.14 Should the transgressing Member not wish to avail himself of the opportunity set out in Clause 20.13 he will have 20 (twenty) business days from receipt, or deemed receipt of the notice of transgression, to declare a dispute with the Company in terms of these Rules and set the matter down for Arbitration as determined by the Memorandum of Incorporation.
- 20.15 It is hereby confirmed that an arbitration tribunal cannot levy fines or penalties. The only dispute that can be referred to an arbitrator is merely the question as to whether the Member in question has transgressed or allowed a transgression of the Act, Memorandum of Incorporation or these Rules, or not.
- 20.16 A Member who receives written notice, as provided for in 20.6 above and who has not in writing demanded either a mediation or an arbitration procedure, within 20 (twenty) business days from receipt of the notice shall become liable to pay the fine or penalty mentioned in the notice, without further ado.

20.17 No failure nor delay on the part of the Directors to enforce any Rule contained herein shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

20.18 If, at any time, any provision of these Rules is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

21. INDEMNITY

SHOA and/or the Directors or their duly appointed Agents or their employees shall not be liable to any owner of a Property, for any injury, damage or loss of any description which the Property owner, occupier and/or any member of the Property or occupier's family, or any employee or domestic/contract worker/s or any relative, friend, acquaintance, visitor, invitee, or guest of the Property owner or occupier may sustain physically to their Property, directly or indirectly, in or about the Common Property or individual Property, or in or about any part of the Estate and/or grounds in which the Common Property or individual Properties, are situated or by any appliance whatsoever in the Estate or grounds in which the Common Property or individual Properties are situated, by reason of any defects in the Common Property or individual Properties or for any act done or any neglect on the part of the SHOA, its employees, servants, and domestic/contract worker/s, or its duly appointed Agents and their employees, servants, domestic/contract worker/s.

The SHOA, their duly elected Agents or representative/s, employees or domestic/contract worker/s do not accept any responsibility or liability of whatsoever nature in respect of the non-receipt or non-delivery of goods, postal matter or any other correspondence or property.

ANNEXURE "A"

SANDERLING HOA NPC

APPLICATION TO CARRY OUT ALTERATIONS AND/OR RENOVATIONS

I/We the undersigned hereby make application to the Directors of the SANDERLING HOA NPC to carry out alterations/renovations as described by me/us below and I/We undertake to comply with the Conditions as set out hereunder.

(The page below is to be completed by the owner of the Property concerned after having studied and accepted the attached conditions and those contained in the Estate Rules. Detach this page and return it to the Directors along with any other relevant documentation)

Name (Owner/Applicant): _____ ID No: _____

Property No: _____ SANDERLING Tel No: _____

Contact Person: _____ Tel No: _____

Contractor's name, address and Tel No: _____

DESCRIPTION OF PROPOSED ALTERATIONS/RENOVATIONS AND DIAGRAM/BUILDING PLAN: (Attach separate sheet if space below is inadequate)

VISUAL IMPACT (If any change proposed will be contradictory to the Architectural Guidelines give details here; if not state "none". Attach separate sheet if space below is inadequate.)

WORK PERIOD (State approximately how long it will take to complete the work)

DATE OF COMMENCEMENT (State approximately when you wish to commence work)

I/We hereby accept the Conditions set out on pages 27-32 and the requirements outlined in Clause 17.6 and 17.7 of the Estate Rules and make application accordingly.

DATE: _____ **OWNER/APPLICANT:** _____

COMMENCEMENT CERTIFICATE

We hereby authorize you to commence with the alterations/renovations as detailed in the foregoing application document and attached diagrams/building plans.

Ref No and signed at on this day of 20.. .

CHAIRPERSON

TRUSTEE

CONDITIONS

PLEASE NOTE: Read these conditions carefully and retain for your own reference.

The conditions set out herein are made in the interests of all who have invested and/or live on the SANDERLING ESTATE. Applicants must appreciate that their proposed activities may affect others in the building and it is most important, firstly, that any detrimental impact is kept to an absolute minimum and secondly that, once started, the work is completed expeditiously within the requested time period.

It is the function of the Directors to ensure that all owners/applicants act with “reasonable and diligent care” and with due and proper consideration towards the remaining owners and occupiers of Property/Properties in the Building.

Should architectural plans, planning permission/municipal approval/registration or professional services etc., be required it is the duty and responsibility of the Owner of the Property concerned to make the necessary application and pay whatever costs become due as a result.

Where structural Alterations/Renovations are involved a Structural Engineer’s Report must be submitted with the application.

Extensions to Property/Properties, alterations or additions or changes must be in accordance with the Architectural Guidelines as set down by the HOA and will require the permission of the Directors of the SHOA, in writing, (and may require the written permission of the owners of neighbouring Properties) and will, in addition to the requirements set out in the Act, the Memorandum of Incorporation or the Rules, be required to comply with the conditions as set out hereunder.

These Conditions have been framed accordingly and it is the duty of the Directors and/or the Managing Agent, appointed to act on their behalf, to ensure that Owners adhere to these conditions. Your compliance is earnestly requested and your co-operation is greatly appreciated.

1. The following broad definitions will apply:

1.1 **Alterations:** shall mean any work involving structural alterations or additions to a Property, including the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which affects the exterior appearance of a Property.

1.2 **Renovations:** shall mean any work involving internal redecoration or refurbishment of the existing interior of a Property, including, but not limited to the replacement, removal or creation of internal fittings such as kitchen and other cupboards or sanitary ware.

The Directors, at their sole discretion, will determine whether the proposed work constitutes an "Alteration" or a "Renovation" as referred to above.

2. The procedure for obtaining approval is as follows:-

2.1 **ALTERATIONS:** Where alterations as defined in Clause 1.1 above are involved:-

2.1.1. Alterations necessitating a change to the exterior of a Property and/or that alter the appearance of the exterior of the Property in any way require the written permission of the neighbours of the applicant who must sign and approve plans drawn to scale before submission to the Directors.

2.1.2 A copy of approved Municipal Plans (if required) must be lodged with the Directors. Alternatively, the Directors must be supplied with satisfactory evidence that such approval is not necessary.

2.1.3 Should the Directors consider it necessary they are entitled, at the cost of the applicant, to seek the advice of a suitably qualified Architect, Engineer (or other professional) as to the acceptability or advisability of the proposals at the cost and expense of the applicant..

2.2 **RENOVATIONS:** Where renovations, as defined in Clause 1.2 above are proposed, an application must be submitted to the Directors.

3. Confirmation that the work may proceed will be conveyed to the applicant by the Directors within a maximum period of 30 (thirty) days from receipt of the application and any supporting documentation.

An owner of a Property must ensure that the Directors of the SHOA are advised of the date of commencement of the approved work. The Directors will supply information as to access by the contractor and his workmen to ensure that security within the Estate is maintained. If this procedure is not followed the contractor and /or his workmen may not be allowed into the Estate,.

4. 4.1 A minimum Deposit, at this time, of R5, 000.00 (Five thousand Rand) in the case of alterations and R2, 500.00 (Two thousand, five hundred Rand) in the case of renovations shall be paid by the owner of the Property, prior to any work commencing, from which the cost of rectifying any damage to the common property (e.g. walls, driveway, entrance gate, plumbing etc.,) together with any other charges accruing for the account of the owner of the Property arising out of any breach of the Conditions, the Act, Memorandum of Incorporation or the Rules will be deducted.

4.2 The deposit may be paid into the SHOA bank account held and administered by the SHOA or a cheque may be placed in the Levy Box at the gate. If payment is made by means of a direct deposit or electronic transfer of funds proof of payment must be sent to the Directors.

4.3 The minimum Deposit may be subject to variation, from time to time, and will be effective on the passing of an ordinary resolution given by members of the SHOA at a general meeting

4.4 When the work has been completed the deposit will be refunded, after any costs for damages and/or repairs for which the owner of the Property is responsible, have been deducted.

Should the amount of the deposit be insufficient to meet the total of the costs incurred, the balance, due to the SHOA, by the owner of the Property become due and payable on demand.

5. No work may be commenced until written approval has been received by the owner of the Property from the Directors and the deposit in Clause 4 above has been paid into the SHOA Bank Account.
6. The owner of the Property accepts the responsibility for any damage caused by him or his contractors to the Estate and/or any other part of the common property or to other Property/Properties in the Estate and indemnifies other owners of Property/Properties and the SHOA against such damage.
7. Work may only be carried out as set down in the National Building Regulations, as varied from time to time but which currently stipulate as follows:-

No person shall during the periods specified in 7.2 carry on any activity or use or permit to be used in the course of any building, demolition or excavation work any machine, machinery, engine, apparatus, tool or contrivance, in whatever manner it may be propelled, which in the opinion of the local authority may unreasonably disturb or interfere with the amenity of the neighbourhood.

The periods referred to in 7.1 shall be as follows:-

- 7.2.1. A Sunday, Good Friday, Ascension Day, Day of the Vow, Christmas Day and New Year's Day.
- 7.2.2. Before 06h00 and after 17h00 on any Saturday; and
- 7.2.3. Before 06h00 and after 18h00 on any day other day other than those days contemplated in 7.2.1 and 7.2.2.

The prohibition in 7.1 shall not apply in circumstances in which the use of such machine, machinery, engine, apparatus, tool or contrivance:-

is urgently necessary in order to preserve life, safety or health of any person; or
is urgently necessary to preserve property; or

has been authorized by the local authority; or

is necessary for the execution of work being carried out on behalf of any public authority.

8. It is the responsibility of the owner of the Property, carrying out the work, to ensure that his contractors clean up common property each afternoon before

- leaving the site. If the rubble is not being removed from the Estate on a daily basis the builder is to provide a skip, at the expense of the owner undertaking Renovations/Alterations, in which building rubble must be placed on a daily basis. No rubble may be left overnight on any portion of the common property. Should this action not be taken the Directors may elect to employ a third party, of their choice, to undertake this work, and/or obtain a skip and all costs and administration charges incurred as a result will be charged to the owner of the Property and become due and payable on demand.
9. Suitable arrangements for the removal of heavy building materials, kitchen units, Sanitary ware, cupboards etc., must be arranged by the owner of the Property. Under no circumstances may these or similar items be given or sold to domestic employees or third parties unless suitable arrangements have been made for their immediate removal from the Estate.
 10. Intercom cables, common cabling or pipe work, if damaged, will be repaired and/or replaced at the cost of the Owner of the Property and such cost will become due and payable on demand.
 11. Should it be necessary to switch off the water supply to the Estate advance arrangements must be made with the Directors.
 12. Under no circumstances may any area of the common property, including but not limited to the driveway, be used in any way for the storage of materials or the preparation of material to be used prior or during the period of any renovations/alterations.
 13. It is the responsibility of the Owner of a Property to ensure that their contractors and workmen comply with the Conditions, the Estate Rules, the Memorandum of Incorporation and the provisions of any relevant Act, ordinance, proclamation or local by-law..
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