



FIRWOODS

RIVER ESTATE

OWNERS' ASSOCIATION **BUILDER'S CODE OF CONDUCT**

JANUARY 2026

DISCLAIMER

Any person entering the Estate does so at his or her own risk.

The Firwoods River Estate Owners' Association shall not be liable for any injury, damage or loss suffered by such person arising from any cause whatsoever while on the Estate.

VRYWARING

Enige persoon wat die Landgoed betree, doen dit op sy of haar eie risiko.

Die Firwoods River Estate Eienaarsvereniging is nie aanspreeklik vir enige besering, skade of verlies wat so 'n persoon weens enige oorsaak hoegenaamd opdoen of ly terwyl hy of sy op die Landgoed is nie.

SPEED RESTRICTION – SPOEDBEPERKING



GENERAL NOTES

- (1) The Member and/or Contractor concerned must contact the person, appointed by the Developer, to arrange for access by those engaged in work onto the Estate.
- (2) These Rules must be read in conjunction with the Design Guidelines, which contains provisions aimed *inter alia* at regulating architectural and other design features of, and colour specifications for, structures erected on the Estate, and with the schedule of deposits, fees and fines attached as Annexure "A" hereto or as determined by the Board from time to time.
- (3) These Rules are subject to the provisions of applicable regulations and by-laws made by a competent authority. It is the responsibility of the person concerned to familiarize himself with any such provisions.

PREAMBLE

- A. Clause 10.3 of the Constitution provides that the Developer "shall formulate the Builder's Code of Conduct in respect of the Development and may for the duration of the Development Period amend the Builder's Code of Conduct from time to time."
- B. The purpose of this Code of Conduct is to ensure that the quality of life of residents in the Firwoods River Estate is not unduly compromised or inconvenienced by any work performed on the Estate, and that the impact on the environment of such work is minimized, yet recognizing that contractors must be able to perform their work efficiently and effectively.
- C. The Developer hereby promulgates this Builder's Code of Conduct and such will be binding on the Members and Contractors until altered by the Members in terms of the Constitution.

SIGNED ON BEHALF OF THE DEVELOPER ON 19 JANUARY 2026



MR Campbell
Director

1. DEFINITIONS

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

- 1.1. **“Agricultural Erf”** means the farmland in extent ±38,34 ha located within the Estate as further defined in the Constitution;
- 1.2. **“Association”** means the Firwoods River Estate Owners' Association;
- 1.3. **“Board”** means the Board of Trustees of the Association elected in terms of the Constitution;
- 1.4. **“Communal Property”** means collectively, all private internal roads, private open spaces and any servitude areas (including kerbs, sidewalks, pavements, parks, retention dams and other areas for common usage), and all buildings, structures and other facilities, amenities and improvements situated or built thereon, including the security gatehouse, perimeter walls and fencing, refuse yard, street lights, civil, electrical and telecommunication infrastructures, distribution boxes, kiosks, garden landscaping and irrigation installations, which are or will be located within the Estate and owned, controlled or managed by the Association, but excluding the Erven;
- 1.5. **“Compliance Agent”** means the person appointed by the Developer or the Association to enforce compliance with the provisions of these Rules;
- 1.6. **“Constitution”** means the Constitution of the Firwoods River Estate Owners' Association, as amended from time to time;
- 1.7. **“Contractor”** means any person who engages in the performance of Work, whether for himself or on contract or subcontract for a Member;
- 1.8. **“Controlling Architect”** means the architect from time to time appointed by the Developer or the Association to scrutinize drawings and building plans in order to ensure compliance with the Design Guidelines;
- 1.9. **“Design Guidelines”** means the architectural and design guidelines as amended from time to time by the Association, setting out guidelines and requirements for the design and construction of buildings, improvements and landscaping within the Estate, in order to promote the aesthetic integrity, harmony and character of the Estate, to conserve the environment and/or to secure compliance with applicable by-laws and regulations;
- 1.10. **“Developer”** means Bello Campo (Proprietary) Limited, a private company duly incorporated in accordance with the Company laws of the Republic of South Africa (Registration No 2012/212246/07) or its nominee or successors-in-title;
- 1.11. **“Employee”** means any person employed by a Contractor for purposes of the Work, and includes a subcontractor and any person employed by such subcontractor;
- 1.12. **“Erf/Erven”** means an individual, privately owned free-hold erf (or smaller farm property primarily used for residential purposes) situated within the Estate, and the Agricultural Erf, but excluding Communal Property;
- 1.13. **“Estate”** means the Firwoods River Estate residential security estate development, including all Erven, Communal Property and the Agricultural Erf;
- 1.14. **“Member”** means the owner of the Site, and who is a member of the Association as defined in the Constitution, being an owner of an Erf within the Estate;
- 1.15. **“Rules”** means the provisions contained in this Builder's Code of Conduct;

- 1.16. **“SHOC”** means the site handover certificate to be issued by the Association confirming that the Member and Contractor have complied with all the requirements contained in these Rules and that Work may commence on the Site;
- 1.17. **“Site”** means the Erf on which the Work is performed;
- 1.18. **“Vehicle”** means any vehicle required to enter the Estate for purposes of the Work, including, but not limited to, a vehicle used to transport Employees, equipment and tools, a delivery/removal vehicle, and any type of machinery used for mixing cement or concrete, excavating, digging, loading and drilling; and
- 1.19. **“Work”** means any work in connection with –
 - 1.19.1. the erection of a new structure on an Erf, including but not limited to, a dwelling, pergola, fence, boundary wall, retaining wall and paving;
 - 1.19.2. the installation of a swimming pool and related equipment, and a water feature;
 - 1.19.3. landscaping and drilling;and any alteration, modification or renovation of same.

2. WORDS AND EXPRESSIONS

- 2.1. Words importing –
 - 2.1.1. a reference to the singular includes the plural, and the converse also applies;
 - 2.1.2. a reference to a gender includes the other genders; and
 - 2.1.3. a reference to natural persons includes legal persons, and the converse also applies.
- 2.2. Words and expressions to which a meaning is assigned in the Constitution shall bear the meaning so assigned to them, and in the event of any conflict between the Constitution and these Rules, the Constitution shall prevail, unless it is inconsistent with the context.

3. CALCULATION OF PERIODS

When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

4. BINDING NATURE OF RULES

- 4.1. The provisions of these Rules and any condition determined or instruction given hereunder shall be binding on each Member, and it shall be the duty of the Member concerned to ensure compliance therewith by any person who enters the Estate for purposes of any Work performed for him.
- 4.2. The Compliance Agent may at any time apply to a court having jurisdiction for an order to compel the person concerned to comply with these Rules and any condition determined or instruction given hereunder.

5. RELAXATION OF RULES

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Compliance Agent at any time.

6. RISK AND INDEMNITY

- 6.1. *The Contractor and all its employees, functionaries, office bearers, sub-contractors and invitees enter onto the Estate entirely at their own risk. The Association, the Board and/or the Developer (including all of their respective employees, directors, office bearers, trustees or agents) shall not be liable for any injury, loss or damage of any description that any person may sustain physically or to his or her property, directly or indirectly, in or about the Site, the Communal Property or the Estate, or for any act done by, or for any neglect on the part of, the Association, the Board or the Developer (including all of their respective employees, directors, office bearers, trustees or agents).*
- 6.2. *The Contractor fully and completely indemnifies the Developer, the Association and the Board (including all of their respective employees, directors, contractors, office bearers, trustees or agents), and holds such entities and persons harmless against all claims or demands of whatsoever nature in respect of any injury, death, loss, damages or costs incurred by the Contractor, or any of its employees, agents, sub-contractors or invitees at any time while engaged in the Work or otherwise present on the Estate.*

7. MEMBER'S LIABILITY

- 7.1. The Member for whom the Work is performed may be held liable for damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Compliance Agent or the Association in enforcing compliance with these Rules and any condition determined or instruction given hereunder.
- 7.2. Subject to any legal limitations and CSOS directives, damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Compliance Agent or the Association in enforcing compliance with these Rules and any condition determined or instruction given hereunder shall be deemed to be a levy contemplated in the Constitution, and may, if it is not paid within **14 (FOURTEEN)** days after the Member has been notified thereof, be added to the Member's levy statement and shall bear interest as a levy debt.

8. DEPOSITS AND FEES

- 8.1. When submitting design drawings for the Work intended on his Erf, the Member must pay to the Association the building deposit from time to time determined ("the Deposit"), and to the Controlling Architect, the prescribed scrutiny fees.
- 8.2. The Deposit shall not accrue interest.
- 8.3. The Deposit shall serve as security for all the duties and obligations of whatsoever nature and howsoever arising owing by the Contractor and/or the Member to the Association.
- 8.4. The Deposit may be applied *inter alia* by the Association for the purposes of:
- 8.4.1. settling any amounts due and owing by the Contractor and/or the Member to the Association from time to time, including any fines imposed in terms of these Rules;
 - 8.4.2. rectifying or repairing any damage to the Estate or Communal Property directly or indirectly attributable to the acts or omissions of the Contractor, its employees, agents or subcontractors; and/or
 - 8.4.3. compensating the Association for any damages, losses or costs of whatsoever nature suffered by the Association as a direct or indirect result of the acts or omissions of the Contractor, its employees, agents or subcontractors.

- 8.5. Should any deductions be made from the Deposit by the Association, the Association shall have the right to require the Member to replenish or reinstate the Deposit to its original amount with **7 (SEVEN)** days of written notice.
- 8.6. The Deposit, less any deductions made by the Association, will be refunded to the Member without interest upon issuance of the final completion certificate mentioned in clause 10.
- 8.5. In the event of any damage, non-removal or dumping/washing away as aforesaid, the Member must within **15 (FIFTEEN)** days of having been instructed to do so in writing by the Compliance Agent, have the damage repaired and/or the material or item removed and/or the sewerage system cleared, to the satisfaction of the Compliance Agent, failing which the Compliance Agent may have the damage repaired and/or the material or item removed and/or the sewerage system cleared, and utilize the deposit to defray the cost of such work.
- 8.6. If the deposit is insufficient to cover the cost of repairing the damage and/or removal and/or sewerage system clearing, the Member must within **7 (SEVEN)** days after having been instructed to do so in writing by the Compliance Agent pay the difference to the Compliance Agent.
- 8.7. The Member shall be liable to pay a monthly building management levy to the Association as set out in Annexure "A". This amount will be used to cover the Association's costs of enforcing compliance with these Rules.
- 8.8. The building management levy is due and payable in advance, on the first day of every calendar month.
- 8.9. The building management levy is payable from the month in which the SHOC is issued by the Association to the month in which the Association issues the occupancy clearance certificate mentioned in clause 10. Should construction activities cease for any reason during the building period, the building management levy will still be payable.
- 8.10. The building management levy will not be pro-rated for the first and/or the last month of the building period, and is applicable for the entire month regardless of when the occupancy clearance certificate is issued by the Association.
- 8.11. Should the building management levy not be paid timeously, the Contractor and its functionaries, subcontractors and employees may be denied access to the Estate, and will attract interest at the prime plus 5% per annum, compounded monthly, reckoned as from due date to date of receipt thereof by the Association.
- 8.12. The building management levy is subject to an annual escalation of **8% (EIGHT PERCENT)** on the first day of the Association's financial book year. Should there be an increase in the building management levy rate during the building period, the new rate will be applicable for the remainder of the building period.

9. INFORMATION BOARD

- 9.1. Before Work commences, and upon payment of the builder's board fee set out in Annexure "A", the Association will cause to be manufactured **1 (ONE)** building contractor's information board, which the Contractor will, at its cost, erect on the Site, in a location approved by the Compliance Agent. The board must remain so erected for the duration of the Work.
- 9.2. No additional signage beyond the one building contractor's information board mentioned in clause 9.1 will be permitted by any person. Neither a Contractor nor any of his Employees may display any other sign, notice, billboard, placard or the like on the Site, on the Communal Property, or on another Erf, or distribute any advertisement within the Estate.
- 9.3. If the Contractor does not remove the information board within **1 (ONE)** month after completion of the Work to which it refers, the board shall be forfeited to the Association.

10. COMMENCEMENT AND COMPLETION OF WORK

- 10.1. Work may not commence before the Association has issued a SHOC to the Member or the Contractor, which certificate will not be issued until the following minimum requirements have been met–
- 10.1.1. the Member and his Contractor have signed these Rules;
 - 10.1.2. the Association is satisfied that the Contractor has adequate experience and is NHBRC registered;
 - 10.1.3. An information board has been paid for and erected in terms of clause 9 above;
 - 10.1.4. proof of payment of the required building deposit and first month's building levy has been provided to the Association;
 - 10.1.5. building plans, where required, have been approved by the local authority, the Controlling Architect and the Association;
 - 10.1.6. A water and electricity meter have been properly installed and paid for; and
 - 10.1.7. An adequate ablution facility has been provided on the Site.
- 10.2. The Contractor must at all times while Work is in progress have a copy of the approved building plans on Site.
- 10.3. The Contractor must have a responsible person or foreman on the Site at all times to control and oversee the Work. Such a person must be available during building hours to receive and sign for deliveries and estate documentation (including notices of fines and penalties) and to receive the Compliance Agent for the purposes of inspections.
- 10.4. Work must proceed without interruptions that in the discretion of the Board are unwarranted and/or unreasonably lengthy, and must in the case of the erection of a new dwelling be completed in terms of the time lines set out in the Constitution.

Occupancy Clearance Certificate

- 10.5. Once the Contractor has achieved practical completion of the Work in terms of the building contract with the Member, the Contractor or the Member must request a practical completion inspection from the Association. The Association will issue the Member with an occupancy clearance certificate when:
- 10.5.1. The Compliance Agent has inspected the Site and is satisfied that the Work has been done in accordance with the approved building plans (and/or any approved rider plans) and the Design Guidelines;
 - 10.5.2. That the rider plans (if applicable), have been approved by the Association and submitted to the local authority for approval;
 - 10.5.3. There is no damage to Communal Property, or that such damage has been repaired;
 - 10.5.4. No refuse, litter, rubble or other building waste material or item has been left on Communal Property or any other Erf, or has been dumped or washed away into the sewerage or stormwater system;
 - 10.5.5. All fees, fines and other amounts due by the Member and/or the Contractor to the Association have been paid;

- 10.5.6. All the necessary certificates of compliance (CoCs) have been issued for the Work as prescribed by law, including but not limited to, electrical, plumbing and gas installation compliance certificates.
- 10.6. The occupancy clearance certificate from the Association is required before the Member or any other person may occupy any structure on the Site. No formal occupancy certificate from the local authority is required for the Association to issue its occupancy clearance certificate, but it remains the Member's responsibility to ensure that all occupation permissions are received from the local authority, and the Association accepts no responsibility for failure to do so by the Member prior to occupation.
- 10.7. The monthly building management levy will remain payable until the occupancy clearance certificate has been issued.

Final Completion Certificate

- 10.8. Once the Contractor has achieved final completion of the Work in terms of the building contract with the Member, the Contractor or the Member must request a final completion inspection from the Association. The Association will issue the Member with a final completion certificate when:
- 10.8.1. Any outstanding items identified during the practical completion inspection have been remedied;
- 10.8.2. All fees, fines and other amounts due by the Member and/or the Contractor to the association have been paid;
- 10.8.3. All landscaping has been completed to a standard acceptable to the Association;
- 10.8.4. All requirements of the local authority regarding completion are satisfied.
- 10.9. Once the final completion certificate has been issued by the Association, the building Deposit will be refunded.

11. COMPLIANCE WITH BUILDING PLANS AND DESIGN GUIDELINES

- 11.1. The Contractor undertakes that in doing the Work, it will not deviate substantially from the approved building plans.
- 11.2. If at any stage the Compliance Agent has reasonable grounds for believing that Work that has been performed or that is in progress may not be substantially in compliance with the approved building plans and/or a directive contained in the Design Guidelines, or may result in such plans or directive not being able to be complied with, he may, after consultation with the Member concerned, for the account of the Member designate an appropriately qualified person to inspect the Work for compliance and furnish him with a written report on the outcome of the inspection: Provided that the Compliance Agent may instruct that work in progress be stopped pending the outcome of the inspection.

12. ELECTRICITY SUPPLY

- 12.1. The Contractor must connect to an electrical point provided to the Site (which may be inside an electrical kiosk/box), and to which point an electricity meter must be installed.
- 12.2. The electricity meter must be compliant and compatible with the Association's specifications.
- 12.3. The cost of the electricity meter will be for the Member's account.
- 12.4. If not already installed at the time that the Contractor first establishes the Site, the installation of the electricity meter must be carried out by a qualified person appointed by the Association. All installation costs will be for the account of the Member.

- 12.5. Usage of electricity from any electrical point without a dedicated meter is expressly prohibited.
- 12.6. All electricity consumed is for the account of the Member.
- 12.7. The billing for the electricity supply may be pre-paid in the discretion of the Association.

13. WATER SUPPLY

- 13.1. The Contractor must connect to the water point provided to the Site's boundary, and to which point a water meter must be installed.
- 13.2. The water meter must be compliant with the Association's specifications.
- 13.3. The cost of the water meter will be for the Member's account.
- 13.4. If not already installed at the time that the Contractor first establishes the Site, the installation of the water meter must be carried out by a qualified person appointed by the Association. All installation costs will be for the account of the Member.
- 13.5. Usage of water from any water point without a dedicated meter is prohibited.
- 13.6. All water consumed is for the account of the Member.
- 13.7. The billing for the water supply may be pre-paid in the discretion of the Association.
- 13.8. Water for construction purposes may not be obtained from water points in or on Communal Property.

14. ABLUTION FACILITY

- 14.1. The Contractor must provide for adequate ablution facilities on the Site. The ablution facilities may be either a flush ablution facility properly connected to the existing sewerage system by a qualified plumber, or a chemical ablution facility.
- 14.2. The ablution facility must at all times have a sufficient supply of regular toilet paper, be kept in a clean and hygienic state, and, in the case of a chemical facility, must be serviced weekly or when the Compliance Agent so instructs.
- 14.3. No Employee, subcontractor or invitee of the Contractor may relieve himself in any part of the Estate other than the ablution facility on the Site.

15. STORAGE SHEDS/HUTS

- 15.1. A Contractor may use not more than two 20 ft shipping/freight containers to serve as storage sheds/huts and a site office.
- 15.2. The containers must:
 - 15.2.1. be in a good condition, and have no dents, rust or scratches;
 - 15.2.2. be placed within the boundaries of the Site;
 - 15.2.3. be locked from the outside during the night; and
 - 15.2.4. be removed from the Site on completion of the Works.

16. SECURITY MEASURES

- 16.1. Any person entering the Estate must comply with the systems and procedures relating to access control and other security measures that are from time to time implemented by the Association, and must comply with the instructions of Estate security and of the Compliance Agent, and treat them in a co-operative and respectful manner.
- 16.2. The Association shall at any time be entitled to impose controls about access to the Estate and to introduce such security measures as it considers to be necessary, as a result of which the Association shall be entitled to deny access to the Estate to the Contractor, its employees or sub-contractors, should the Association consider the said persons to be in breach of such controls or security measures.
- 16.3. If applicable, the Contractor must ensure all its employees, functionaries and subcontractors are correctly enrolled or registered on any security system which the Association deploys at the Estate.

17. WORK DAYS AND HOURS

- 17.1. Work may be performed only on days and during hours as follows:

Monday to Thursday	07:00 to 18:00
Friday	07:00 to 17:00
Saturdays, Sundays or proclaimed public holidays	No work may be performed

Subject to clause 17.2, any employees or functionaries of the Contractor on the Estate after these hours will be penalised.

- 17.2. A Member may apply to the Association for permission to conduct building activities outside of the hours mentioned in clause 17.1. Such applications must be lodged at least one week prior to the building activity proposed, and approval may be granted by the Association in its sole and absolute discretion, and may subject to conditions.

18. GENERAL CONDUCT

- 18.1. A Contractor may not deploy his own security personnel on the Estate. The provisions of clause 6 apply to the Contractor: the Association, the Board and/or the Developer shall not be liable for any injury to the Contractor's employees or subcontractors, or any loss, theft or damage to the Contractor's property in or about the Estate allegedly due to this prohibition on own security or otherwise. In particular, the provision of any communal security service to the Estate shall not be construed as an acceptance by the Association, the Board and/or the Developer of any responsibility or liability towards the Contractor, and the Contractor is advised to procure appropriate insurances.
- 18.2. From commencement until completion of the Work, the Contractor is responsible for the discipline and control of its Employees, and is responsible for any damage caused to any part of the Estate or Communal Property by any supplier of materials or any other person instructed by or employed by the Contractor and/or sub-contractors in respect of the Work undertaken on the Site.
- 18.3. A Contractor must transport his Employees to and from the main entrance of the Estate to the Site at which they are engaged.
- 18.4. A Contractor and its Employees may not use an electricity supply point, a water supply point or an ablution facility other than that provided on the Site concerned.
- 18.5. A person or Employee who enters the Estate for purposes of the Work –
- 18.5.1. may not bring any liquor or intoxicating substance into the Estate at any time;

- 18.5.2. must remain on the Site at which he is engaged and may not loiter or roam around on the Estate;
- 18.5.3. may not use a street, the Communal Property or another Erf as a resting place;
- 18.5.4. may not indulge in conduct that, in the discretion of the Compliance Agent, is unbecoming, threatening, abusive, violent or constitutes a nuisance or creates a disturbance; and
- 18.5.5. may not be accompanied by a minor.
- 18.6. Further to clause 18.5.1, should the Compliance Agent suspect that any Employee who enters upon the Estate is intoxicated, then the Contractor will cause such Employee to either submit himself to a breathalyzer test or be removed from the Estate immediately.
- 18.7. The Contractor must ensure that building activities are performed in such a manner that as little disturbance and nuisance as possible are caused to neighbours and other residents within the Estate, and specifically, that dust and noise are controlled and comply with legally prescribed levels at all times.
- 18.8. If building activities take place adjacent to an existing dwelling, the Contractor must make every effort to respect the privacy of the neighbours.
- 18.9. The Contractor must ensure that there are sufficient fire extinguishers on Site at all times. No open fires may be lit on the Site for whatever purpose.
- 18.10. The Contractor must complete the Work:
- 18.10.1. as expeditiously and efficiently as possible;
 - 18.10.2. in a good, proper and workmanlike manner;
 - 18.10.3. in accordance with generally accepted best standards and practices; and
 - 18.10.4. in conformance with all regulations and laws, including but not limited to environmental legislation and by-laws, the Housing Consumers Protection Measures Act No. 95 of 1998 and the Occupational Health and Safety Act No. 85 of 1993.

19. VEHICLE TYPES AND DELIVERIES/REMOVALS

- 19.1. Only non-articulated vehicles, without trailers, of the following specifications are allowed into the Estate for the purpose of deliveries/removals:

Brick deliveries	Double-axle trucks with crane with a maximum of 6 pallets per load (3000 bricks)
Concrete and cement deliveries	Double-axle vehicles
Delivery of sand, stone and other materials	Single-axle vehicles only

- 19.2. A person wishing to affect a delivery or removal must proceed directly to the Site concerned.
- 19.3. All delivery Vehicles must leave the Estate immediately once the delivery is completed.
- 19.4. Deliveries and removals may be done only on the prescribed work days and during the prescribed work hours.
- 19.5. Deliveries and removals may take place only from the street frontage of the Site.

- 19.6. Machinery, equipment and material delivered to the Site may not be stored or remain on the street, on Communal Property, or on another Erf.
- 19.7. Machinery, equipment and material off-loaded in such a way that it encroaches onto a street, Communal Property or another Erf, must forthwith be moved onto the Site.
- 19.8. Vehicles may not be washed or cleaned within the Estate.

20. TRAFFIC CONTROL

- 20.1. Unless specifically stated otherwise in these Rules, the normal statutory traffic laws apply within the Estate.
- 20.2. A Vehicle entering the Estate may not be overloaded with persons or building materials.
- 20.3. No person will be allowed to hang on to any moving Vehicle while within the Estate.
- 20.4. A speed limit of **25km/h** applies within the Estate.
- 20.5. A Vehicle may not be operated on a street within the Estate by a person who is not in possession of a valid driver's license.
- 20.6. A Vehicle must at all times be operated with care and may not be operated anywhere other than on the streets within the Estate or on the Site concerned.
- 20.7. The operator of a Vehicle may not take a short cut over Communal Property or another Erf.
- 20.8. A Vehicle that is not licensed, not roadworthy, produces excessive noise or smoke, or drips or spills lubricant or other fluid, or that in any other way may damage or deface Communal Property, may not be operated within the Estate.
- 20.9. A Vehicle may not be parked on the grassed or landscaped Communal Property.
- 20.10. A Vehicle may be parked on a street, on the Site, or on the Erf of another Member with that Member's explicit permission.
- 20.11. A Vehicle may not be left unattended or parked or stood in the street in such a manner that it may cause an obstruction to other street users or impede the flow of traffic.
- 20.12. No Vehicle may be abandoned on the Estate: Provided that the Compliance Agent may cause to be removed for the account of the owner or the person in control thereof a Vehicle that in his discretion has been abandoned.
- 20.13. Vehicles must use the designated contractor road and entrance when entering and leaving the Estate.

21. SITE PRESENTATION

- 21.1. The Contractor shall generally ensure that the Site is kept in a neat and tidy condition at all times and free of refuse, litter, rubble or other unsightly waste. If the Contractor fails to maintain the Site in an acceptably tidy state or fails to have the rubble removed, then the Association shall, without prejudice to its other rights, have the right to clean the Site and/or remove the rubble of which the costs shall be for the account of the Member.
- 21.2. All building activities relating to the Work must be confined to within the boundaries of the Site at all times.
- 21.3. Building material may not be mixed on a street, sidewalk or Communal Property.

- 21.4. Where machinery, equipment or material is off-loaded in such a way that it encroaches onto the street, sidewalk or Communal Property, the Contractor must forthwith move the item concerned onto the Site.
- 21.5. No machinery, plant, equipment or material may be stored or remain on the street, sidewalk or Communal Property without the written permission of the Association, and subject to any such conditions which may be imposed by the Association.
- 21.6. The street and sidewalk in front of the Site must be swept at the end of each work day, and when the Compliance Agent so instructs.
- 21.7. Sand, stone, cement, concrete, paint, building rubble, lubricant, fluid and any other material dripped, spilt or moved onto a street, sidewalk or Communal Property must be cleaned up immediately without washing same away into the sewerage or stormwater system.
- 21.8. Concrete must be mixed on drop sheets or boards.
- 21.9. Cement must not be used to mark out boundaries or foundations lines.
- 21.10. No item, fluid or material that may cause a blockage may be disposed into the sewerage or stormwater system. In the event of a blockage that is shown to be the result of such disposal, the system must be cleared within **24 (TWENTY-FOUR)** hours after the occurrence of the blockage, failing which the Association may have the system cleared at the risk and for the account of the Member concerned.
- 21.11. Neat waste bins or containers must be available on the Site for all refuse.
- 21.12. Refuse, litter, rubble, empty cement bags, plastic or other building waste material or item:
 - 21.12.1. may not be left or spoiled on a street, Communal Property or another Erf;
 - 21.12.2. may not be burnt on Site; and
 - 21.12.3. must be collected daily, and placed in a suitable bin or container which must be cleaned out and removed before 16h00 on a Friday, or when the Compliance Agent so instructs.
- 21.13. Excavated material resulting from the levelling of a site or the digging of trenches (and not required for filling), and/or excess building material or rubble may not be spoiled on the Estate, and must be removed from the Estate once excavation or digging is completed, or when the Compliance Agent so instructs.
- 21.14. Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the Estate or any surrounding area, and the Contractor is required to make its own arrangements for disposing of materials and rubble at a spoil site away from the Estate.
- 21.15. Prior to commencement of the Work, the Contractor will be required to screen off the Site with a 1,8m high green or black builders shade netting screen (minimum requirement is a density of 75%). Nets are to be kept neat and tight for the duration of the Work, and:
 - 21.15.1. The nets shall have no holes, tears, stains or marks;
 - 21.15.2. The nets will feature one entrance delivery gate that shall be secured after hours;
 - 21.15.3. all poles must be kept spirit level straight;
 - 21.15.4. support for poles may not be installed towards the outside of the netting;

- 21.15.5. a cross-beam must be installed at the top of every span of netting between two poles; and
- 21.15.6. poles must be equidistant and planted deeply enough to prevent sagging even during strong wind conditions.
- 21.16 If netting has to be removed for whatever reason, prior written permission must be obtained from the Association, and a date must be set for the replacement of netting. Netting may be removed (with written permission from the Association) for the building of boundary walls. Plastering and painting must be completed within two weeks or as agreed in writing, and netting must be replaced in all areas where the boundary walls are less than 1.8 meters high if the Work has not yet been completed. If see-through palisades are erected before the completion of the rest of Work, then netting must be replaced on the inside of the palisade to keep screening the Site.
- 21.16. Washing of plant, machinery and equipment is not allowed on the Estate.
- 21.17. The Compliance Agent may at any reasonable time enter the Site and carry out an inspection with a view to ensuring that the approved building plans, the Design Guidelines, and these Rules (including any conditions determined and instructions given hereunder), are being complied with.

22. DAMAGE TO COMMON/PRIVATE PROPERTY

- 22.1. The Contractor must ensure that building activities are performed in such a manner that no damage whatsoever is caused to the Communal Property, private Erven or the Estate in general. Without limiting the generality of the afore going:
 - 22.1.1. The Contractor must take precautions and ensure that the kerb, sidewalk and street in front of the Site are adequately protected from damage by the building operations;
 - 22.1.2. The Contractor must take special care in the handling, disposal and cleaning-up of paint, tile grout, tile adhesive, cement, rhino lite, chemicals, oil, fuel and the like; and
 - 22.1.3. A Contractor who works on a Site bordering the security fence, wall and/or structures must take care not to damage or tamper with such fence, wall and/or structures, and may not do anything that may prevent the proper functioning of the Estate security system.
- 22.2 Any claim the Association may have shall not be limited to the amount of the Deposit, and the Association shall be entitled to recover from the Contractor and the Member the total amount of such claim.
- 22.3 The cost of any damage attributable to the actions or omissions of the Contractor shall be quantified by a competent professional appointed by the Association, who shall act as an expert and not an arbitrator, and the amount so determined (including their professional fees) shall be final and binding on the Contractor and the Member.
- 22.4 If the Member or Contractor wishes to dispute or challenge the determination made by the competent professional, the member may appeal to the Association within **10 (TEN)** days of receiving notice thereof.
- 22.5 If the Association alleges that the conduct of the Contractor, whether by way of commission or omission, is the cause of any damage to any Communal Property or part of the Estate, then the Member and the Contractor shall be deemed to be liable therefore, unless the contrary is proven.

23. BREACH OF RULES

If in the discretion of the Compliance Agent a Contractor, an Employee or a person who makes a delivery or removal, is in breach of any of these Rules or any condition determined or instruction given hereunder, or a Vehicle does not comply with any of these Rules, he may:

- 23.1. refuse such person, Employee or Vehicle entry into the Estate;
- 23.2. instruct such person or Employee to leave the Estate forthwith;
- 23.3. instruct such person or Employee forthwith to desist from conduct that is unbecoming, abusive, threatening, violent or constitutes a nuisance or creates a disturbance;
- 23.4. instruct such person or Employee to repair any damage and/or remove any material or item within the indicated period;
- 23.5. instruct the owner, or the person in control thereof, to remove the Vehicle from the Estate;
- 23.6. impose the prescribed fine; or
- 23.7. apply more than one of the abovementioned options.

24. BREACH OF BUILDING PLANS/BUILDING DIRECTIVE

- 24.1. Any Work or any part thereof that in the discretion of the Compliance Agent has been or is being performed in breach of the approved building plans and/or a directive contained in the Design Guidelines, must be remedied within a reasonable period as instructed by the Compliance Agent.
- 24.2. In the event of such breach the Compliance Agent may:
 - 24.2.1. instruct that any Work related to the breach be stopped forthwith until the breach has been remedied to his satisfaction; and/or
 - 24.2.2. impose the prescribed fine.

25. FAILURE TO COMPLY WITH INSTRUCTION/PAY FINE

Subject to any legal limitations and CSOS directives, if an instruction in terms hereof is not complied with, and/or a fine imposed in terms hereof is not paid, within the indicated period, the Member concerned will be issued with a written notice-

- 25.1. giving an adequate description of the instruction given and intimating that it must be complied with within the indicated period, and that if it is not so complied with, Association may remedy the breach in question for his account;
- 25.2. indicating that the fine imposed, if not paid within **14 (FOURTEEN)** days of delivery of the notice, may be added to his levy statement and/or subtracted from the building deposit mentioned in clause 8.1; and/or
- 25.3. indicating that the Association may approach a court of competent jurisdiction for an order to compel him to comply with the instruction and/or pay the fine.

26. APPEAL LODGED WITH ASSOCIATION

- 26.1. A Member who is aggrieved by any condition, instruction or action by the Association or the Compliance Agent, may in writing lodge an appeal with the Association: Provided that if the grievance concerns an instruction to desist from certain conduct and/or to stop any Work, such referral shall not absolve the person concerned from complying with the instruction.

- 26.2. The appeal must give a full explanation of the circumstances of the matter and clearly indicate the relief sought.
- 26.3. The Association must then convene a meeting of the Board to consider the appeal.
- 26.4. A written notice must be sent to the Member and, where applicable, his Contractor, at least **7 (SEVEN)** days before the meeting is held informing him or them of the meeting, and inviting him or them to attend: Provided that if the Member and, where applicable, his Contractor, fails to attend the meeting, the Board may proceed with the meeting and dispose of the appeal.
- 26.5. At the meeting the Member and, where applicable, his Contractor, must be given the opportunity to present his or their case, but except in so far as may be permitted by the chairperson, he or they may not participate in the affairs of, or voting at, the meeting.
- 26.6. After the Member and, where applicable, his Contractor, has been given the opportunity to present his or their case, the Board may by way of an ordinary majority resolution, resolve to –
- 26.6.1. confirm, vary or revoke the condition, determination or instruction; and/or
- 26.6.2. confirm, reduce or revoke the fine or the damages claim.

27. INVALIDITY OF PROVISIONS

It is not the intention of the Developer or the Association to unlawfully exploit the Member or the Contractor. Should any of these Rules be held by a competent forum to be unenforceable, illegal or invalid for any reason whatsoever, or if such be held to be in conflict with a CSOS directive, then such Rule shall in the first instance be construed and interpreted to the minimum extent necessary so as to comply with the relevant legislation, law, decision or directive. Should such interpretation not be possible, then such provision shall be treated as *pro non scripto* and will be separate and severable from the remaining Rules, which shall continue to be of full force and effect. In such event, these Rules shall be carried out as nearly as possible according to its original terms and intent, and the parties further agree to substitute for such invalid Rule a valid alternative that most closely approximates the intent and economic effect of the invalid Rule.

28. ALTERATION AND AMENDMENTS

- 28.1. The Developer shall be entitled to amend, add to, substitute or repeal these Rules in its discretion during the development period as defined in the Constitution.
- 28.2. Such amended provisions will become binding on the Members and the Contractor on the date of such amendments, even if the relevant Member and/or Contractor are not notified of such amendments. Notwithstanding the foregoing, the Developer shall use best endeavours to publish the most recent version of these Estate Rules on the Estate's website from time to time.
- 28.3. After the development period, these Rules may be added to, amended, substituted, or repealed from time to time by a resolution of the Board, subject to the directions given or restrictions imposed by the Members at general meetings.

ACCEPTED BY THE MEMBER

NAME	
ERF NUMBER	
SIGNATURE	
DATE	

ACCEPTED BY THE CONTRACTOR

SIGNATORY NAME	
CONSTRUCTION COMPANY	
ERF NUMBER	
SIGNATURE	
DATE	

ACCEPTED BY THE ASSOCIATION

SIGNATORY NAME	
SIGNATURE	
DATE	

ANNEXURE “A”

SCHEDULE OF DEPOSITS, FEES AND FINES

(SUBJECT TO CHANGE BY THE BOARD FROM TIME TO TIME)

- 1. BUILDING DEPOST - R40 000**
- 2. BUILDER’S BOARD – R4 000**
- 3. BUILDING PLAN SCRUTINY FEES** - Available from the Controlling Architect or Managing Agent.
- 4. MONTHLY BUILDING MANAGEMENT LEVY - R4 500** (subject to escalation)

FINES AND PENALTIES

The following fines and penalties will be imposed for the breach of the provisions of the relevant rule, which penalty may be summarily debited to the levy account of the Member by the Managing Agent:

(a) SPECIFIC TRANSGRESSIONS

Commencing construction activities without a SHOC	R10 000 per day
Abuse, intimidations or threatening behaviour directed at the Compliance Agent, managing agent, security personnel or any functionary of the Association in the course of performing their duties	R10 000
Occupying a structure or dwelling prior to receipt of an HOA Occupancy Clearance Certificate	R10 000 per day

(b) ANY TRANSGRESSION OTHER THAN ABOVE (EXPRESSLY OR IMPLICITLY INCLUDED IN THESE CONTRACTORS’ RULES):

1st offence	R1500
2nd offence	R3000
3rd offence	R6000

(c) DAMAGE TO PROPERTY

Should the breach or transgression of any rule result in damage to property, then the following will be payable in addition to the fine:

1st offence	cost of repairs + 10%
2nd offence	cost of repairs + 20%
3rd offence	cost of repairs + 30%