

KALAHARI GHOLF & JAG LANDGOED

HOUSE RULES

MADE IN TERMS OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE HOME OWNERS' ASSOCIATION

The purpose of these guidelines is to ensure, not only good order among the Members on the Estate but also to preserve the biodiverse nature of the Estate. These Rules are specifically aimed at ensuring that the ecological heritage of the Estate is preserved for posterity.

The following House Rules will bind all Members of the Association. Any breach of these Rules by any member of a Member's household, his guests, or lessees shall be deemed to be a breach by that Member.

1. DEFINITIONS

- 1.1 In these House Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Memorandum and Articles of Association of the Home Owners' Association, shall bear the same meaning in these House Rules as in the said Memorandum and Articles of Association. The Home Owners Association will hereafter be referred to as "the Association".
- 1.2 Any person who contravenes or fails to comply with any provision of these House Rules, or any condition imposed or directions given in terms thereof, shall be deemed to have breached those House Rules and will be liable for payment of the penalties laid down in terms hereof.
- 1.3 The Association may delegate any of its powers in terms of the aforesaid House Rules to a Managing Agent, upon such terms and conditions as it deems fit.
- 1.4 The Managing Agent may delegate any of its powers so delegated to him, or any power accorded to him in terms of these House Rules, to any person nominated by him for the purpose, and any reference to the Managing Agent shall be deemed to include a reference to any such nominee.

2. ARCHITECTURAL GUIDELINES:

The architectural guidelines attached to these Rules, shall bind every Member of the Association. The Aesthetics Committee, to be appointed by the Developer shall have the power to approve or reject plans submitted to it. No building work shall commence in the absence of a commencement certificate issued by the said Committee. The procedure to be followed for obtaining approval of plans is contained in the attached guidelines.

3. PRESERVATION OF FAUNA AND FLORA ON OPEN SPACES:

- 3.1 '*Open spaces*' shall mean any area on the Estate not covered by a building.
- 3.2 Subject to any law including, without affecting the generality of the foregoing, any regulation made in terms of the Environment Conservation Act No 73 of 1989, or any permit granted under or in terms of the said Act and/or any subsequent similar Act, the Association shall, from time to time, be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural fauna and flora, and no person shall enter into any such area without the consent of the Managing Agent.
- 3.3 No person shall use or conduct himself upon such open space on the Estate in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- 3.4 No persons shall use any open space on the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons on the Estate.
- 3.5 No persons shall discard any litter of any item of any nature whatsoever at any place on the Estate other than in such receptacles and in such places as may be set aside for the purpose and designated as such by the Association.
- 3.6 No camping shall be permitted except at any place which may be specially designated for the purpose by the Association.
- 3.7 No fire shall be lit anywhere on the Estate, except in such places as may be designated for the purpose by the Association and in a properly constructed fireplace or braai.
- 3.8 No person shall anywhere on the Estate disturb, harm, destroy or permit to be disturbed, harmed, or destroyed, any wild animal, reptile or bird.
- 3.9 No trail or path in the open space shall be used, except by pedestrians and cyclists, unless specifically designated for some other use by the Association.
- 3.10 No vehicle, including any form of quad bike, shall be driven in the "Wildkamp".

4. LANDSCAPING GUIDELINES

- 4.1 The Landscaping guidelines attached hereto shall bind all Members of the Association.

- 4.2 A garden service will be available. Every Member will be directly responsible for these costs, which are not included in the levy.
- 4.3 All gardens must be maintained to the standards required on the Estate. Should these standards not be adhered to, the Association will employ the above garden service and debit the account of the Member with the costs incurred.

5. DOMESTIC RULES

- 5.1 The weekly collection of refuse will be done by outside contract and the fee will be included in the monthly levy.
- 5.2 It shall be the duty of every owner or occupier of an erf to ensure that any directions given by the Managing Agent, regarding refuse, are observed and implemented.
- 5.3 No person shall keep any refuse on or outside his erf, except in specified containers, and in such places as may be specifically set aside for this purpose, or as may be approved by the Managing Agent from time to time.
- 5.4 Where, in the opinion of the Managing Agent, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Managing Agent may give the person, wishing to dispose of such refuse, such directions for its disposal as it may deem fit.
- 5.5 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of section 5 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty not exceeding R 10 000,00 (Ten Thousand Rand).

6. DOMESTIC ANIMALS

No domestic animals or house pets may be kept on the Estate.

7. GENERAL

- 7.1 No member may make any alterations, additions or extensions to the exterior or any dwelling house without the prior written consent of the board of the Association.
- 7.2 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry, except in a drying area designated for such purposes. Any such items placed in any other place may be impounded by the Managing Agent who may invoke the penalty set out in clause 7.13 below.

- 7.3 All curtaining in members' residences shall be lined in a light colour and garden furniture shall be of a uniform design and colour and approved by the Association or Managing Agent.
- 7.4 Whenever the Managing Agent is of the view that the behaviour of any person may be detrimental to the amenities of the scheme generally, he may call upon such person to cease such behaviour. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this section of the House Rules.
- 7.5 No person shall make or cause to make any excessive or undue noise which constitutes a nuisance to other owners, in particular after 22h00 on any particular day.
- 7.6 No person shall keep anywhere on the Estate any inflammable substances, provided however, that this rule shall not apply to the keeping of such substances, and in such quantities as may reasonably be required for domestic use.
- 7.7 The statutory records and books of account of the Association shall be open for inspection at the offices of the Managing Agent between 09h00 and 12h00 noon on all business days.
- 7.8 A member may introduce a guest to his residence, provided that no such guest may be present in such residence unaccompanied by his host for a longer period than 30 (thirty) consecutive days in a calendar year, including the days of arrival and departure, and provided further that such guest shall be bound by the Memorandum and Articles of Association of the Association and these House Rules, which the member shall be obliged to bring to the attention of his guest.
- Should the member require a deviation from this rule, the permission of the Association should be sought, which permission will not be unreasonably withheld.
- 7.9 Any guest in a member's home is entitled to member's guest privileges on the Estate.
- 7.10 No home on the Estate may be used for any purpose other than a residential property, i.e. no home may be used for business purposes, provided that the Developer has the discretion to award five licences for members to run guesthouses, subject always to the payment of increased levies and the compliance with strict architectural guidelines, subject always to the payment of increased levies, the compliance with strict architectural guidelines and such other conditions as the Association may prescribe from time to time. Subject to the provisions in clause 7.11, the awarding of any further guesthouse licences shall be determined by the Association.
- 7.11 No person shall let, alternatively advertise, his dwelling house for occupation or otherwise part with occupation of his dwelling house, whether temporarily or otherwise, unless:

7.11.1 the Association has consented in writing to the letting of the dwelling house, which consent shall not be unreasonably withheld;

7.11.2 a written lease agreement has been entered into between the member and the tenant and a copy thereof supplied to the Association;

7.11.3 it is a condition of such lease that the tenant binds himself to observe the rules of the Association;

7.11.4 the tenant acknowledges in such lease that he does not acquire the privileges of membership of the Sishen Golf Club. The tenant will be allowed to make use of the facilities as an unaccompanied member's guest, and will pay the relevant rates applicable thereto.

7.12 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with the provisions of section 7 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty up to R10 000,00 (Ten Thousand Rand) depending on the severity of the offence.

8. SISHEN GOLF CLUB

All members shall ensure that they, and their guests, shall at all times adhere to the Constitution and Rules of the Sishen Golf Club.

9. TRAFFIC

9.1

9.1.1 No vehicles shall enter or leave the Estate at any point except at the entrance gates, except in special circumstances and then only with the consent of, or at the discretion of the Managing Agent.

9.1.2 All vehicles entering the Estate shall stop at the said vehicles entrance.

9.1.3 No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the said gate, except where the Association has issued to its members a device enabling such members to operate the vehicle entrance gate themselves.

9.1.4 No member shall permit the use of such device for operating the said vehicle entrance gate by any person save another member, or the guests or lessees of such member.

9.1.5 The road network will be managed gravel roads which shall be engineered and designed to accommodate any vehicle. Such gravel roads shall be serviced regularly.

- 9.2 In the event of the Association imposing a speed limit upon any road, or portion thereof, it shall erect at the commencement of such area of road, a sign setting up such lower speed limit, and such lower speed limit shall apply upon that road for the length thereof until a further sign erected by the Association removes such lower speed limit.
- 9.3 Pedestrians and animals shall have the right of way at all times on the Estate and vehicles shall be brought to a stop whenever necessary to enable pedestrians and animals to enjoy such right of way.
- 9.4 The Association may, by means of appropriate signage, designed specifically for the Estate, give such direction as to the use of roads or any portion thereof, as it in its discretion may deem fit, and any failure by any person to obey the same, shall constitute a contravention of these House Rules.
- 9.5 Vehicles having a gross vehicle weight in excess of 5 (five) tons, shall not be permitted to enter the Estate, except with the consent of the Managing Agent who may, in their discretion, refuse such consent or lay down such conditions in granting such consent as he may deem fit.
- 9.6 No person shall drive or ride any vehicle on the Estate in such a manner that would constitute an offence under the Northern Cape Traffic Ordinance.
- 9.7 No person shall store, park or leave unattended by such person competent to drive such vehicle in any place on the Estate, except:
- 9.7.1 in any area designated for the purpose by the Association by means of any appropriate sign or lay-by designated as such by means of an appropriate sign;
- 9.7.2 where lines are marked on the surface of any parking area demarcating parking spaces within that area and no vehicle shall be parked in such a manner that any portion thereof protrudes over any such line;
- 9.7.3 no person shall, within the Estate, park or store any caravan, boat, truck or lorry, except with the consent of the Association in a place designated for the purpose;
- 9.7.4 no caravans shall be brought into the Estate, except with the consent of, and subject to, such conditions as may be laid down by the Association;
- 9.7.5 all trailers shall be parked in the area designated for trailer parking by the Managing Agent.
- 9.8 For purposes of these House Rules, 'vehicle' shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human agency.

- 9.9 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the House Rules contained in section 9, in the sole discretion of the Association he shall be liable to a penalty to R10 000,00 (Ten Thousand Rand) depending on the severity of the offence.

10. FIRE-ARMS

- 10.1 Except insofar as the discharge of firearms might be linked to some authorized sporting activity within the Estate, no person shall anywhere in this Estate discharge any air gun or pistol.
- 10.2 In the event of any person contravening or failing to comply with, or being deemed to have contravened or having failed to comply with any provision of the House Rules contained in section 10, in the sole discretion of the Association he shall be liable to a penalty up to R10 000,00 (Ten Thousand Rand) depending on the severity of the offence.

11. ACCOUNTS

Levies are payable by each Member monthly in advance before the 7th of each and every month. Payments are to be made directly into the current bank account of the Association preferably by way of a standing stop order with the Member's bank. Levy accounts may also be done by way of internet transfers, direct deposits or cheque payments in favour of the Association.

12. SECURITY

- 12.1 No person shall do anything which is, or might be, prejudicial to the security of other members / residents on the Estate and members are to report incidents affecting security to the Managing Agent.
- 12.2 In order to facilitate security measures on the Estate, all persons shall report their arrival and departures to the security guard at the main entrance to the Estate.
- 12.3 The Security team should be kept informed of the arrival and departure of all guests intending to visit Members.
- 12.4 Security will have the right not to grant access to visitors if the Member is not aware of the arrival of such visitor.

13. BUILDING OPERATIONS ON ERVEN

- 13.1 Every Member shall, within a period of 2 (two) years, of registration of transfer from the developer, commence erecting and, within 3 (three) years, complete a dwelling house on the property in accordance with plans

and specifications as approved by the Association in terms of the applicable Architectural Guidelines.

- 13.2 In the event that a Member fails to comply with the provisions of clause 13.1 above, the Member shall become liable for a monthly penalty, equivalent to four times the monthly levy relating to the relevant property at the time of the breach by the Member. This penalty shall be payable by the Member, monthly in advance, until the date on which the Architect issues a completion certificate in respect of the dwelling house on the property, in addition to the normal monthly levy allocated to the property.
- 13.3 A Road Maintenance Levy of R1 000 (excl VAT) per month will be payable by each owner for the duration of his building process. This amount shall be a contribution to the Road Maintenance Fund which shall be administered by the HOA.

14. GUEST HOUSE LICENSES

The Developer shall be entitled to issue 5 (five) licences to Members in terms of which the dwelling houses on the 5 relevant erven shall be capable of being used as guest houses. The issue of these licences will be done at the sole discretion of the Developer and on such terms and conditions (including the imposition of a levy premium) as it may deem fit.

The issue of more licences in the future will be done at the sole discretion of the Association under the same terms and conditions as for the other licence holders.

15. BUILDING CONTRACTOR'S CODE OF CONDUCT

The attached Building Contractor's Code of Conduct shall bind every Member of the Association.

Comment [PB1]: Thea sal jy asb hierdie klousule aanvul aangesien jy meer detail hieromtrent het?