



# *Willow Acres*

ESTATE

## **ESTATE RULES**

**(Made in terms of Section 15(3)  
of the Companies Act)**

**FEBRUARY 2021**

**THE ESTATE RULES OF  
WILLOW ACRES HOME OWNERS' ASSOCIATION NPC**

(Non-profit Company)

As ratified by the Owners in terms of Paragraph 7 of the Memorandum of Incorporation

**INDEX:**

---

- 1. PREAMBLE**
- 2. INTERPRETATION AND GENERAL**
- 3. DEFINITIONS**
- 4. SPECIFIC RULES**
- 5. CLUBHOUSE**
- 6. USE OF RECREATIONAL AMENITIES**
- 7. TENANTS/OCCUPIERS**
- 8. CONDITIONS WITH REGARDS TO HOME ENTERPRISES**
- 9. PROPERTY TRANSACTIONS AND ESTATE AGENTS**
- 10. ARCHITECTURAL RULES**
- 11. ARCHITECTURAL AND BUILDING REQUIREMENTS**
- 12. CONDITIONS REGARDING CONTROL OF CONTRACTORS**
- 13. SECURITY RULES**
- 14. ADMINISTRATION AND LEVY RULES**
- 15. TRANSGRESSIONS**
- 16. SCHEDULE OF PENALTIES**

**THE RULES  
OF  
WILLOW ACRES HOME OWNERS' ASSOCIATION**

**1. PREAMBLE**

- 1.1. The Estate Rules are set by the Board of Directors of the Home Owners Association as mandated in terms of the Memorandum of Incorporation and executed and enforced through the Office Management together with the Board
- 1.2. Living in an Estate means being part of a community which shares a secure and high-quality lifestyle through an acceptable set of Rules by which occupiers of Units in the Estate may live together, reasonably and harmoniously, without interfering with one another's enjoyment, to the benefit of all.
- 1.3. Genuine respect and consideration by all occupiers for each other will obviously assure agreeable accord and contented association in the Estate.
- 1.4. In the event of differences or annoyances, the occupiers involved should attempt to, as far as possible, settle the matter between themselves, exercising respect, due tolerance, fairness and consideration. The Association shall only consider complaints (in its sole discretion) if submitted in writing with sufficient detail that previous attempts to settle the difference or annoyance were unsuccessful. The Association can also only get involved with transgressions of the Rules of the Estate.
- 1.5. The Rules are required to be reasonable, binding on and to apply equally to all Members. Based upon this rationale, the Rules should be seen to be a judicious framework to safeguard and promote appropriate and fair interaction as well as to enhance the security, aesthetics and environment. The Rules will be approved by the Members at a General Meeting and will be binding on all Members, their households, visitors and invitees in terms of the Companies Act, 2008.
- 1.6. Any act of commission or omission deemed a transgression of the Memorandum of Incorporation or Estate Rules whether indicated as a transgression and/or carrying a penalty or other appropriate sanction is in the discretion of the Association.
- 1.7. Persistent transgressions may result in higher penalties and/or legal action at the discretion of the Association.

## 2. INTERPRETATION AND GENERAL

- 2.1. Unless the context otherwise indicates, the words and phrases as used or referred to in these Rules shall bear the same meaning as ascribed to such words and phrases in the Memorandum of Incorporation of the Willow Acres Home Owners Association NPC, hereafter referred to as “the Association”. The word “Occupant” wherever used in these Rules shall refer to any person entering through the gates.
- 2.2. In interpreting or construing these Rules, unless the context indicates otherwise:
  - 2.2.1. any reference to the singular shall include the plural and vice versa; and
  - 2.2.2. any reference to any gender shall include a reference to a legal or corporate person/entity and *vice versa*; and
  - 2.2.3. any reference to a natural person shall include a reference to a legal person/entity (whether incorporated or unincorporated) and *vice versa*; and
  - 2.2.4. paragraph headings are for reference purposes only, and shall not be taken into account in interpreting or construing the import or tenor of these Rules or any clause or provision.
- 2.3. In the event of any conflict between the provisions of these Rules and the provisions of the Memorandum of Incorporation, the provisions of the Memorandum of Incorporation shall prevail.
- 2.4. Where the consent of the Directors is required for any purpose same shall, unless the context expressly indicates otherwise:
  - 2.4.1. refer to the prior written consent of the Directors and
  - 2.4.2. the consent shall not be unreasonably withheld and in the event of the refusal or withholding of such consent the onus shall be on the Member seeking same to prove that the refusal or withholding of the consent was unreasonable; and
  - 2.4.3. reference to consent shall be deemed to include a reference to any consent, approval or permission which may be required of the Directors and/or the Association.

- 2.5. The terms, conditions, rights, promises, undertakings, covenants, restraints, obligations and provisions contained, conferred or imposed under these Rules (and all of which are for convenience referred to as “provisions”) are severable and divisible as to each provision, or part thereof, and should any provision be found to be invalid or unenforceable by a competent court, such a finding shall, subject to the order of such court, not affect the validity and/or enforceability of the remaining provisions or parts thereof.
- 2.6. Each Member is responsible for any person that he/she authorize to have access to the Estate and shall ensure that they are aware of and abide by these Rules.
- 2.7. These Rules replace and supersede all previous Rules issued and approved by the Association; in this respect, the following applies:
  - 2.7.1. Subject to the provisions of the Rules on and after the commencement hereof, anything which was done under a provision of the Rules in effect on the day immediately preceding the day on which the Rules come into effect and which could be done under a corresponding provision of the Rules, is deemed to have been done under that corresponding provision.
  - 2.7.2. The coming into effect of the Rules does not affect any rights, debts, obligations and/or any liabilities which existed on the day immediately preceding the day on which the Rules come into effect and such rights, debts, obligations and liabilities shall continue under the Rules on and after the commencement date and shall be deemed to have existed under, in terms of or by virtue of a corresponding provision of the Rules.
- 2.8. No extension of time, waiver, relaxation or indulgence granted or shown by the Directors in respect of any provision of these Rules shall operate as an estoppel against the Directors in respect of the enforcement and interpretation of these Rules, nor shall it operate as to preclude the Directors thereafter from exercising and/or enforcing any of the Association’s rights, and the obligations of any Member, strictly in accordance with these Rules.

### 3. DEFINITIONS APPLICABLE TO THESE RULES

- 3.1. *“Building”* shall mean a relatively permanent enclosed construction over an Erf, having a roof and usually windows and often more than one level, used for a wide variety of activities, for habitation, entertaining, garaging of vehicles or the like. *“Building”* includes anything built or constructed;
- 3.2. *“Class 1 Vehicles”* Light vehicles are motor vehicles, other than heavy vehicles, with or without a trailer and include motorcycles, motor tricycles and motor cars.
- 3.3. *“Class 2 Vehicles”* Medium heavy vehicles are heavy vehicles, with two axles (8-16 Ton)
- 3.4. *“Coverage”* shall mean the percentage area of a property including any servitude area covered by the roofed area of all buildings as seen vertically from above but does not include a structure or building that has no roof;
- 3.5. *“Erection of a building”* shall mean inter alia, the construction of, any addition to, or structural alteration of a building;
- 3.6. *“Erf”* shall mean an erf as defined in the Ordinance and the Gauteng Planning and Development Act, 2003 and includes any resultant portion of an Erf;
- 3.7. *“Estate Office”* shall mean land and building or part of a building used for professional, clerical, administrative, management, marketing and consulting services for the exclusive use of the Association;
- 3.8. *“Existing Building”* shall mean respectively a building or work erected or carried out before the relative date set out in the definition of *“Existing Use”* and includes a building or work;
  - 3.8.1. erected or carried out in pursuance of a contract made before the relevant date given in the definition of *“Existing Use”*,
  - 3.8.2. begun before, but completed after, the said date,
  - 3.8.3. erected or carried out in accordance with the terms of any permission granted by the Municipality before the said date: Provided that, notwithstanding the aforementioned definition the Municipality may refuse to regard any building or work which was the subject of a prohibition or instruction as contemplated in Section 43 of the Ordinance 15 of 1986 (*“the Ordinance”*) as an existing building or an existing work;

- 3.9. *“Existing Use”* shall mean subject to Section 43 of the Ordinance, the continuous lawful use of a building or land for the purpose for which it was erected or was lawfully being used;
- 3.10. *“Floor area ratio”* shall mean the ratio of the Gross Floor Area of a building including any covered area such as outbuildings and garage areas to the total area of the property, including any servitudes, on which such building is erected or is to be erected, i.e., FAR = Gross Floor Area divided by Area of property;
- 3.11. *“Floor Area Ratio Zone”* shall mean a specific zone as indicated on the electronic database of the Municipality;
- 3.12. *“Gross Floor Area”* shall mean the gross floor area of a building calculated by multiplying the area of the property by the FAR, for e.g.,  $1\ 000\text{ m}^2 \times 0,4 = 400\text{ m}^2$ : Provided that certain floor areas can be deducted from the calculation of gross floor area as provided by the Local Authority;
- 3.13. *“Ground Floor”* shall mean the floor of a building which is the entry point into the building and which is at or closest to the natural ground level of the property on which such building is erected and excludes a basement;
- 3.14. *“Habitable Room”* shall mean a room designed or used for human habitation according to the minimum standards prescribed in Part C of the National Building Regulations, but shall not include a storeroom, kitchen, scullery, toilet, bathroom or a passage;
- 3.15. *“Height”* shall mean the height of any part of a building as measured vertically from the natural ground level of the footprint of the building to highest point of the building.
- 3.16. *“Home Enterprise/Business”* shall mean the practice of an activity, business, hobby or occupation in a dwelling-unit excluding a commune, a guest-house, block of tenements, a boarding house, hostel and hotel, with the aim of deriving an income there-from.
- 3.17. *“Kitchen”* shall mean a room or part of a room designed or used for the storage of food, utensils, crockery, cutlery, etc. and for the preparation of food by means of electrical, wood, coal or gas appliances and shall include washing facilities or have inter-leading washing facilities;
- 3.18. *“Lean-to”* shall mean a structure with a single-pitched roof that is attached to the side of a building as a wing or an extension and shall not be an enclosed area.
- 3.19. *“Loft”* shall mean a storey in the roof of a building which can be used for the same purposes as the other storeys in the same building and which shall be calculated as gross floor area and height.

- 3.20. *“Mezzanine Floor”* shall mean any mezzanine floor area of which does not exceed 25% of the floor area below it;
- 3.21. *“Municipality”* or *“Local Authority”* shall mean the City of Tshwane Metropolitan Municipality established and instituted in terms of Notice 6770 of 2000 promulgated in terms of Section 12(1) of the Local Government Structures Act, 1998 (Act of 1998) as amended;
- 3.22. *“Municipal Purposes”* shall mean such purposes as the Municipality may be authorised to carry out in terms of any law governing municipalities including but not limited to the Local Government Municipal Structures, 1998 (Act 117 of 1998) and the Local Government Municipal Systems Act, 2000 (Act 32 of 2000);
- 3.23. *“Municipal services”* shall mean infrastructure services such as electricity cables, water pipes, sewage pipes, street furniture, electricity poles, light poles, traffic signs, roads, electrical distribution boxes, etc.;
- 3.24. *“Natural Ground Level”* shall mean the natural level of a property before any excavations or filling takes place and is the level which is used for measuring the height of a building;
- 3.25. *“Open space”* shall mean land which is permanently free of buildings or structures and which provides ecological, socio-economic and place-making functions such as natural areas, nature conservation areas, protected areas, nature reserve and includes ridges, watercourses, wetlands ecological sensitive areas, parks and squares as defined in the Local Authority Guidelines for Open Space Framework and may include ablution facilities, pergolas, benches and braai facilities;
- 3.26. *“Outbuilding”* shall mean a building(s) which has its own entrance or door and no inter-leading door to the main building, which is attached, or free standing from the main building on the same property and which may contain:
- 3.26.1. garages, storerooms, studios, exercise rooms, hobby rooms, music room, washrooms and a Home Enterprise, etc.;
- 3.26.2. a squash court only with the permission of the Local Authority; and
- 3.26.3. residential accommodation, which shall not exceed 20% of the floor area of the main building up to a maximum of 50 m<sup>2</sup> without the permission of the Local Authority and which may consist of habitable rooms, bathroom (s) and only one kitchen:

Provided that such outbuilding has a common vehicular access with the main building and it is for the purposes of only the occupants of the main building and their staff and the total gross floor area of the main building without the permission of the Local Authority and such outbuildings shall not be leased to tenants or sold under sectional title.



- 3.27. *“Owner” or “Member”* shall mean in relation to land or a registered right in land, the person in whose name such land or right is registered, in a Deeds Registry in terms of Registry Act, 1937 (Act 47 of 1937) and includes –
- 3.27.1. if the owner is deceased, the executor of the deceased estate;
  - 3.27.2. if the estate of the owner has been sequestrated, the Trustee of the insolvent estate;
  - 3.27.3. if the owner is a company or other juristic person that is being wound up, the liquidator thereof;
  - 3.27.4. if the owner is under legal disability, the owner’s legal representative;
  - 3.27.5. the authorised representative of the owner; or
  - 3.27.6. in the case of a road or public space under the control of the Local Authority,
- 3.28. *“Panhandle”* shall mean that portion of a property, which is –
- 3.28.1. at least 3 m wide and not more than 8 m wide; and
  - 3.28.2. used exclusively as an access to a public street;
- 3.29. *“Pergola / Arbour”* shall mean that it is a garden feature forming a shaded walkway, passageway or sitting area of vertical posts or pillars that usually support cross-beams and a sturdy open lattice, often upon which woody vines are trained. It may also be an extension of a building, or serve as protection for an open terrace or a link between pavilions.
- 3.30. *“Permission of the Local Authority”* shall mean the permission or approval granted by the Local Authority to use land and buildings for a specific use or to relax certain conditions applicable to the use of land and buildings;
- 3.31. *“Public open space”* shall mean any open space as defined and vested in the Local Authority under Section 63 of the Local Government Ordinance, 1939 (Ordinance 17 of 1939) to which the general public has right of access;
- 3.32. *“Sectional title”* shall mean a scheme in terms of which a building or buildings situated or to be erected in the Township is or are, for the purpose of selling, letting or otherwise dealing therewith, to be divided into two or more sections, or as contemplated in the proviso to Section 2(a) of the Sectional Titles Act;

- 3.33. *“Side boundary”* shall mean in relationship to an erf of other portion of land a boundary other than the street boundary or the rear boundary;
- 3.34. *“Site”* shall mean that in relation to zoning, FAR, coverage and parking calculations, means that the whole of the area registered as erf or other part of a property, including the area of any servitude registered over such erf or other part of a property;
- 3.35. *“Site development plan”* shall mean a plan which shows the siting, elevations, finishing’s, parking areas and open spaces of the proposed development of a property and any natural features thereof, as prescribed by the Local Authority;
- 3.36. *“Sport and recreation club / clubhouse”* shall mean land, buildings and estate office used indoor and /or outdoor sport such as soccer, rugby, cricket, hockey, tennis, swimming, golf etc. by members of the club and their guest only and may include unit(s) for staff only, a place of refreshment and social hall ancillary and subservient to the main use on the property;
- 3.37. *“Storey”* shall mean that part of a building which is situated between the top of any floor and the top of the floor above it or if there be no floor above it that portion between such floor and the ceiling above it (any mezzanine floor, open work floor, catwalk or gallery being taken to be part of the storey in which it is situated);
- 3.38. *“Street frontage”* shall mean the common boundary between a property and public street;
- 3.39. *“Street or public street”* shall mean any street, road or thoroughfare shown on the General Plan of a township, agricultural holding or other division of land or in respect of which the public have acquired a prescriptive or other right of way or zoned as Existing Street;
- 3.40. *“Structure”* shall mean a construction, permanent or temporary by nature, or any material or combination of materials, with or without a roof;
- 3.41. *“Surrounding Owners”* shall mean the owners of any property abutting or sharing a common boundary with the relevant property including any property which is only separated by a road and any such other owners of property in the near vicinity as the Local Authority may specifically identify;
- 3.42. *“Unit”* shall mean a dwelling unit as defined in the applicable Town Planning Scheme, with or without outbuildings, includes a Full Title, Sectional Title Unit and a vacant stand;

## 4. SPECIFIC RULES

### 4.1. GOOD NEIGHBOURLINESS

- 4.1.1. No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other Occupants.
- 4.1.2. Entertainment and noise must be confined to the property and should not cause any disturbance to any neighbour at any time.
- 4.1.3. Electric power tools, lawnmowers, grass trimmers and the like shall only be used between the following hours:

DAYS	TIME
Monday to Friday	07:00 to 18:00
Saturday	08:00 to 18:00
Sundays and public holidays	09:00 to 12:00

- 4.1.4. All refuse, household- as well as garden refuse, recycling and the like, may not be placed on pavements before 18:00 the night before collection day and must be removed from street view on the same day as collection. Refuse bins and/or refuse bags are to be placed or screened away from sight of neighbouring properties and street view.
- 4.1.5. Members must only make use of the refuse collection service provider contracted by the Association. The cost for the refuse collection will be recovered from the Member via the levy statement.
- 4.1.6. Members must ensure that their refuse bins are maintained in a hygienic condition and are free of foul odours.
- 4.1.7. Members are encouraged to make use of the Association's recycling program, the cost of which is included in the Household Refuse Removal.

4.2. **USE OF THE STREETS – The roads in the estate do not belong to the HOA or members but to Tshwane Municipality. All upkeep and maintenance to the streets and services of infrastructure are the responsibility of Tshwane Municipality.**

- 4.2.1. The streets of the Estate are for the use of all Occupants, whether it be on foot, bicycle, motorcycle, motor vehicles or the like.
- 4.2.2. All roads on the Estate are public roads and are subject to the relevant road traffic ordinances and bylaws.
- 4.2.3. Parents, guardians or caregivers of children are solely responsible for the children's safety and for ensuring that the children are made aware of the dangers relating to the use of streets. All drivers are held responsible for moderating their speed and driving style to the likelihood of children and others being encountered on the roads within the Estate
- 4.2.4. The Homeowners Association is not authorised to enforce the above road traffic ordinances and/or bylaws unless specified in the rules.
- 4.2.5. The Homeowners Association however have the right enforce the Estate Rules and sanctions as provided therein. The Association therefore have the right to impose a penalty in terms of the Estate Rules upon the breach of any Estate Rule.
- 4.2.6. The speed limit is restricted to 25 kilometres per hour for all motorised and non-motorised vehicles in the Estate. The Gauteng Provincial Road Traffic Ordinance remain in force.
- 4.2.7. All motorised vehicles are only permitted to be driven by licensed drivers on demarcated roads only. Green areas and sidewalks are off limits, except for the security provider that may use the areas as well as the security track as required from time to time.

#### 4.3. **PARKING**

- 4.3.1. Occupants and their guests must ensure that all motor vehicles should be parked having due regard to the convenience of other occupants.
- 4.3.2. No vehicle should obstruct the flow of traffic or be parked opposite or obstructing easy access to driveways or garages.
- 4.3.3. No vehicle may be parked within 2 meters from the shoulder of the road in a driveway outside the occupant's property except in a parking place demarcated by an appropriate road traffic sign
- 4.3.4. No vehicle or movable item may be parked, semi-parked, permanently parked or stored on a vacant stand, open stand, public open space, green belt area, sidewalks, in streets and/or walkthrough to the Security Track where it effects the natural aesthetical appearance of the Estate, obstruct the flow of traffic and/or security patrol vehicles.
- 4.3.5. The execution of any major vehicle repairs of whatsoever nature in any area of the Estate is strictly prohibited and all Occupants must ensure that their vehicles do not have any leaks that will stain surfaces within the Estate. The owner of the Property will bear all costs of the cleaning of such stains and the rectification of such damages.
- 4.3.6. No long-term parking or storage of any kind of vehicle other than Class 1 vehicles will be allowed. No industrial and/or commercial vehicles may be parked and/or stored in the Estate unless completely screened off on own property.
- 4.3.7. The Association reserves the right to limit or refuse vehicles access to the Estate where parking regulations are being continuously infringed or where insufficient parking exists.
- 4.3.8. No person shall park a vehicle on any portion of the roadway (excluding the shoulders) of a public road outside an urban area or with any part of such vehicle within one meter of the edge of such roadway except in a parking place demarcated by an appropriate road traffic sign

#### 4.4. ENSURING A PLEASING STREETScape

- 4.4.1. The participation and contribution of every Occupant will help create a neat and pleasing streetscape. All members are obliged to maintain, trim and keep clean, tidy and manicured any trees, plants and shrubs that have been planted on the sidewalk of a property by the Association. The Association may plant indigenous trees on the sidewalks.
- 4.4.2. Each Member is responsible for maintaining the area between the kerb and the boundary of their Property in a clean and pleasing condition. The Association may compel the Member and/or tenant to improve the aesthetic appearance of this area when deemed necessary, at the cost of the Member. Bollards only may be used on sidewalks with the prior written permission of the Association.
- 4.4.3. Each Member is responsible for maintaining their gardens and property, which includes walls and/or garden fences, side gates, roof structure, garage doors, pavements, general house maintenance requirements and outbuildings in a pristine state in order to maintain the aesthetic appearance of the estate when deemed necessary, at the cost of the member.
- 4.4.4. No sidewalk trees, plants or lawn may be damaged or removed without the permission of the Association.
- 4.4.5. Garden fences, walls, palisades and/or outbuildings forming part of the streetscape or the Security Track shall be regularly repaired, maintained and painted by the Occupant where necessary. Any wire and plastic mesh as well as steel palisade fencing is not permitted unless already existing with approval.
- 4.4.6. All movable items on a Member's Unit, including but not limited to vehicles, caravans, quad bikes, trailers, boats, equipment, tools, refuse bins, engine / vehicle parts and the like, as well as any accommodation for pets, shall be positioned discreetly and located out of view from the street front.
- 4.4.7. Vacant Erfs must be kept clean and tidy. Grass shall be cut on a regular basis to the satisfaction of the Association, failing which the Association reserves the right to cut, clean and maintain the Erf at the Member's expense, which costs shall be payable on demand via levy account.
- 4.4.8. Vacant Erfs that allows a walk through by pedestrians must be fenced off on one end to stop walk through traffic.

4.5. **PETS**

- 4.5.1. Local Authority bylaws relating to any pets will be strictly enforced.
- 4.5.2. Occupants may not keep more than three dogs or three cats on their property.
- 4.5.3. Poultry, racing pigeons, aviaries, wild animals, livestock or the like shall not be permitted in the Estate. For exotic animals the permit issued by Nature Conservation must be submitted to the HOA.
- 4.5.4. Pets are not permitted to roam the streets and dogs shall be kept on a leash in all areas of the Estate at all times.
- 4.5.5. Should animal excrement be deposited in other member's properties, or in a public area, the pet owner shall be responsible for the immediate removal thereof.
- 4.5.6. Members must ensure that their dogs and cats are either micro-chipped or are fitted with collars and a disc reflecting the stand number, owner's name and telephone number. Unidentified dogs and cats found roaming will be removed to an appropriate pet facility or the SPCA, the cost of which will be for the Member's levy account.
- 4.5.7. The Association shall have the right to demand that an Occupant remove a pet (whether or not permission has previously been granted in respect thereof) should it be a proven fact that such pet become a nuisance or a danger to occupants in the Estate. In the event of an Occupant failing to comply with a demand in this regard, the Association reserves the right to proceed with a penalty and/or legal steps to compel such removal.
- 4.5.8. Whenever pets are left alone when Occupants are going away for extended periods such as the festive season/ holidays/weekends/long weekends. The minimum requirement is that a daily pet carer who will take full responsibility for feeding and caring during this period.
  - 4.5.8.1. Pet carers should be available at any time should the pet become a nuisance during this time.
  - 4.5.8.2. The Homeowners Association has the right to remove a nuisance animal during this period to a place of safety. Any associated cost will be for the owners' account
- 4.5.9. For full details on all animal related matters including cultural/ritual please contact the HOA who will gladly assist with the documentation/application required.

4.6. **GENERAL**

- 4.6.1. No rubble, garden- or other refuse may be dumped or discarded anywhere in the Estate. No littering is allowed.
- 4.6.2. Members, Occupants and their guests are urged to leave any natural or communal open space visited at least as clean as it was found. Occupants are urged to pick up and dispose of any litter encountered in such open spaces.
- 4.6.3. The consumption of alcohol is prohibited in any communal area including the entrance.
- 4.6.4. No fires may be lit in any such natural or communal area.
- 4.6.5. Flora as well as any natural features such as dead wood, rocks and any items of archaeological significance may not be damaged, removed or moved from any open space.
- 4.6.6. Fauna of any nature shall not be chased, trapped, harmed or interfered with in anyway whatsoever.
- 4.6.7. All swimming pools must conform to the National Building Regulations with regards to access and no person shall have access to a pool from any street, public place or any adjoining site other than through a self-closing or self-latching gate.
- 4.6.8. No bathing by Members and/or pets or other domestic animals shall be allowed in any public water feature or other occupants' properties.
- 4.6.9. The use of fireworks is strictly prohibited within the Estate at all times.
- 4.6.10. Garden, security and other floodlights shall be adequately screened so as not to cause a discomfort or any nuisance to neighbouring and/or other Members/Occupants.
- 4.6.11. Occupants' use of any open space areas, including the tennis court and the play park adjacent to the clubhouse facility, is entirely at their own risk at all times. The Association shall entertain no claims for damages of whatsoever nature arising from the use of any facilities or any other cause whatsoever.
- 4.6.12. Where a unit on a stand has been completed, and such Unit remains unoccupied, the Member concerned shall ensure that the Unit is properly locked, ensure pool safety and maintenance, properly control and maintain electrical and water services and properly maintain the garden and pavement.



- 4.6.13. No unauthorised advertising by external service providers, visitors and Occupants will be allowed in the Estate and at its entrances. Advertisements may form part of or be included in the electronic newsletters which will be communicated as and when necessary. No advertising or signboards other than official Willow Acres Estate signboards or the like shall be placed, affixed or attached on or near an Erf or in any other visible area.
- 4.6.14. No burning of rubbish in the Estate is permitted.
- 4.6.15. No vandalism of whatsoever nature shall be tolerated.
- 4.6.16. In order to prevent any damage to roads in the Estate, residents should refrain from excessively discharging irrigation water or water used to wash down pavements, vehicles etc. into the roads. This may not lead to the discharging of rubble, dirt or leaves in roads. The Owner is responsible to pick up gardens waste and to maintain the street and area in front of his property.
- 4.6.17. Professionally manufactured washing lines must be erected to consider all neighbours and must be suitably screened from any street and/or neighbouring Units. No washing lines shall be facing the streetscape and no washing or any other items such as blankets, carpets, curtains and beds or blankets for pets or similar items shall be placed on any boundary or other wall or balustrade, or on any balcony for drying or any other purposes.
- 4.6.18. In accordance with the rules of the South African Aviation Authority, Remotely Piloted Aircraft Systems (RPAS) such as drones, hovercrafts or any other remote-controlled flying objects such as Model Aircraft may not be operated in the Estate.
- 4.6.19. Toy Aircraft (designed and intended for use in play by children) may only be operated in the Estate for recreational purposes without causing a nuisance or endangering other residents, within the boundary of their own property and may not exceed 30 grams in weight. Toy Aircrafts fitted with a camera or photographic device may not be used for recreational purposes

## **5. CLUBHOUSE**

- 5.1. Occupants who use the facilities of the Clubhouse, including the Tennis Court or the play park area will be subject to a general code of conduct and behaviour that is reasonably expected from Occupants of the Estate.
- 5.2. Function guests at the Clubhouse will receive preferential parking.
- 5.3. Limited casual and or short-term parking is available at the Clubhouse with the written permission of the Association. Permanent parking is not allowed.
- 5.4. No person not hiring the Clubhouse is allowed to make use of the Clubhouse Parking and Play area for recreational purposes after 20h00.

## 6. USE OF RECREATIONAL AMENITIES

### 6.1. Trampoline

- 6.1.1. Only two (2) persons may simultaneously be on the trampoline.
- 6.1.2. No vandalism of this equipment will be tolerated. Cost to repair the trampolines or any other supplied equipment due to vandalism or inappropriate use, will be for the account of the transgressor's parent/guardian.

### 6.2. Tennis Courts

- 6.2.1. Bookings for the Tennis Court during office hours can be done at the Admin Office in person or telephonically on the day of play.

<b>ADMIN OFFICE:</b>	(012) 809 1955 / 087 150 8609
<b>SECURITY GATE:</b>	(012) 809 1918 / 087 150 8610

- 6.2.2. Booking after hours, weekends & Public Holidays must be done at the Security gate.
- 6.2.3. No persons are allowed to access the Tennis Court through any other access than the existing tennis court access gate. This gate must be locked after play and the keys may be collected and/or returned immediately to the Admin Office during office hours or at the Security gate after hours.
- 6.2.4. No booking longer than one hour and only one session can be booked in the peak time. Should there be no booking directly after such a session in peak time, the court may be booked by the players for another session only after 10 minutes past the hour.

#### 6.2.4.1. Peak times are:

<b>DAYS</b>	<b>TIME</b>
Weekdays	16h00 – 19h00
Weekends & Public Holidays	07h00 - 10h00 & 16h00 – 19h00

#### 6.2.4.2. Time Frames during weekends:

<b>DAYS</b>	<b>TIME</b>
Saturdays	No play before 07h00
Sundays & Public Holidays	No play before 08h00

- 6.2.5. All litter is to be removed on the court and surroundings when leaving the court area.

## **7. TENANTS/OCCUPIERS**

- 7.1. Members shall be responsible for ensuring that any tenants and/or occupiers of their Property are provided with a copy of the Rules and shall furthermore be responsible for the compliance thereof.
- 7.2. Should a Member let his Unit or let any person occupy his Unit, he shall notify the Association in writing in advance of such letting and/or occupation and provide details of the tenant and/or occupant and the period of the lease or occupation, as the case may be.
- 7.3. The Member shall ensure that any tenant or occupier as aforementioned acknowledges in writing that he and his family, visitors, contractors and employees shall be bound by and comply with the Rules. Such acknowledgement shall be delivered to the Estate Office prior to any security or access permission application. These will also be included in any lease agreement concluded with a tenant or Occupier.
- 7.4. In the event of breaches of these Rules by any tenant and/or Occupier, the Member shall be held liable for such breach and any penalty imposed by the Association in terms of the Rules.
- 7.5. No Property may be sublet or utilised for the purposes of a commune and no property may be sublet in part. No Airbnb will be allowed.

## **8. CONDITIONS WITH REGARD TO HOME ENTERPRISES**

- 8.1. Members may not conduct an enterprise (business or professional activity) from a Property or any part thereof without applying for the consent of the Association and provided further that all requirements and conditions of the relevant town planning scheme and property title deed have been complied with
- 8.2. Any Member wishing to conduct an enterprise from home must complete the prescribed form and submit the form to the Association to consider the application and in writing approve or decline the application.  
Application forms for Home Enterprises available on request from the HOA Office.

## **9 PROPERTY TRANSACTIONS AND ESTATE AGENTS**

- 9.1 Estate Agents wishing to sell or rent out property on the Estate must have a current registration with the Estate Agency Affairs Board before they may register with the Estate.
- 9.2 Estate agents must personally accompany prospective buyers and/or lessees who are not Members at all times whilst on the Estate premises.
- 9.3 The Member and their estate agent will ensure that a prospective buyer and/or tenant receives a copy of the Estate Rules and that a copy signed by the buyer or tenant is included as an annexure in any deed of sale or lease agreement concluded with such buyer or tenant.
- 9.4 The purchaser or tenant must provide a written acknowledgment to the Association that they have received a copy of the Rules before their resident's access rights to the Estate will be granted by the Association. This can be done by signing the acknowledgment letter provided by the Association during the establishment of access to the Estate.
- 9.5 No private and/or estate agent "for sale", "to let", "sold" or the like boards shall be erected anywhere on the Estate.
- 9.6 Non-registered agents shall not be granted privileged access and normal visitor security measures shall be applicable.
- 9.7 Door-to-door calls ("cold calling") of residents by estate agents or any other marketing agent is prohibited.

\*\*\*\*\*

## **10. ARCHITECTURAL RULES**

### **10.1. LEGAL STATUS**

10.1.1. The restrictions set out below are in addition to any restriction imposed in terms and conditions of title, town planning schemes, national or any other building regulations. Notwithstanding any plans or improvements complying with such restrictions imposed by third parties, the approval of any plans or improvements within the Estate shall be at the sole discretion of the Association.

10.1.2. Similarly, compliance with restrictions imposed by the Association shall under no circumstances absolve the Owner of a property within the Estate from the need to comply with restrictions imposed by third parties, nor shall the Association approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.

### **10.2. PLAN RELATED MATTERS**

10.2.1. All building plans (including building plans in respect of any additions and/or alterations to existing structures and units, any architectural changes including swimming pools shall be prepared in accordance with the Architectural Rules and shall be approved by the Association prior to the commencement of any building works.

10.2.2. All building plans submitted for approval to the Association must comply with:

- 10.2.2.1. Local Authority Rules and Regulations; and
- 10.2.2.2. National Building Regulations (“NBR”); and
- 10.2.2.3. South African Council for the Architectural Profession (“SACAP”) requirements;
- 10.2.2.4. The relevant Town planning Scheme and Conditions of Establishment; and
- 10.2.2.5. National Home Builders Registration Council (“NHBC”) requirements.

10.2.3. Should any Member require clarity on any of the Architectural Rules set out herein; such queries may be addressed in writing to the Association.

10.2.4. It is recommended that concept plans be submitted to the Association prior to the submission of detailed working drawings.

10.2.5. It is the sole responsibility of the Owner and Contractor to ensure that Valid certificates of compliance with the Occupational Health and Safety Act is available on site.

- 10.2.6. The site plan shall indicate the outline of the ground and first floor plans inclusive of outbuildings, pools, contours (500mm), boundary walls (details: height, foundation, width), position of washing lines, yard walls (details: height, foundation, width), details and position of any outdoor structures.
- 10.2.7. Site plans, basic construction plans and safety measures are required for all swimming pools. Special attention shall be given to privacy, water drainage and safety fencing. The position of pool heaters, pool pumps, water features and their filters must be indicated on the site plan, and the Association reserves the right to insist that pool pumps, pool heating apparatus and the like must be contained in order to prevent nuisance and/or noise. Backwash of swimming pools, Jacuzzi, hot tub, fish pond or fountain water may not be allowed to drain into municipal sewer system and/or onto any communal areas or neighbouring properties but shall be appropriately channelled into the storm water drainage system or the tenant's own garden.
- 10.2.8. Outdoor structures including but not limited to fountains, gazebos, pergolas and play structures shall be indicated on the site plan. Such outdoor structures shall compliment the design of the unit. When evaluating any plans, the Association shall consider privacy and aesthetics. The consent of all Members of the neighbouring Units to the Unit upon which such outdoor structures are proposed may be required, which consent shall be indicated by the signature of all such Members on both the building plans and the application form.
- 10.2.9. Four (4) copies of proposed building plans of which one (1) set must be coloured, to Local Authority specifications, together with the prescribed fees/deposits (which fees/deposits may be reviewed by the Association, from time to time) shall be submitted, in triplicate, to the Association for approval prior to the submission thereof to the Local Authority for approval. Plan sizes for minor additions must be minimum an A3 size and for new houses an A2 size.
- 10.2.10. The prescribed scrutiny fee and building deposit is payable to the Association by the Member upon submission of the aforesaid plans. In the event that the member receives the first email from the HOA, notifying the member of the non-approval of building plans submitted due to non-compliance, the member has 1 (one) calendar month (30 days) and/or 2 (two) more submissions before a second scrutiny fee will be payable on the 4<sup>th</sup> (fourth) submission of building plans. A signed copy as well as an electronic copy of the plan approved by the Local Authority is to be made available for filing in the Estate administrative office.
- 10.2.11. In the event that the Association considers any plans or designs to be contrary to the aesthetic character of the Estate, or considers same to be insensitive towards the environment, the Association may request the Member to make such reasonable alterations to such designs as it deems fit.

- 10.2.12. In the event that construction in terms of any plans approved by the Association and the Local Authority does not commence within twelve months of date of the approval thereof by the Association, such approval shall lapse and the Member shall be required to resubmit such plans for approval to the Association and the Local Authority. In the event of such resubmission, the prescribed plan scrutiny fee shall again be payable.
- 10.2.13. In the case of units on stands which have not been completed, same shall be fenced off and the fence shall be properly maintained. The Association may at any time assess the situation on the stand from a safety, security, maintenance and aesthetics point of view, and at its sole discretion impose a penalty and/or appoint a contractor to remedy any discrepancy identified in terms of the assessed situation to ensure compliance with the Rules. The Member concerned will be responsible for all costs in this regard.
- 10.2.14. Perspective views and photographs may be requested by the Association prior to final approval of any plans.
- 10.2.15. Nothing in the Rules shall be construed as permitting the contravention of the conditions of title of any Unit or any bylaws or regulations of the Local Authority. Members and/or their contractors may not commence construction without the prior approval of the plans by both the Association and the Local Authority. The Association reserves the right to take such action as it may deem fit in order to enforce this provision.
- 10.2.16. The contractor shall not commence construction of any deviation of approved plans until the Association has consented thereto in writing or until a revised deviation plan is approved by the Association. Should any deviation or amendment be contemplated or become necessary to any building plans after such plans have been approved, the Association is to be notified forthwith and amended plans, clearly setting out the nature of the deviation and/or amendment shall be submitted for approval to the Association and Local Authority. An additional plan scrutiny fee shall again be payable.



10.2.17. Compulsory inspections shall be carried out by representatives of the Association. Access to Units must be permitted by Members and Occupants with full co-operation and/or assistance to the Association's representative or appointed competent person to perform the appropriate inspection to establish compliance to all Rules and/or to perform maintenance work. Such inspection will be arranged by appointment. Owners of Units shall indemnify the Association, its representative and/or competent person in case of damage caused to Units to enable the above required inspection or maintenance to be performed. It is the Owners responsibility to timeously request official inspections by the Association, over and above the normal Local Authority inspections, at the following stages:

- 10.2.17.1. Completion of foundations
- 10.2.17.2. Completion of roof
- 10.2.17.3. Completion of construction

10.2.18. Upon completion of all construction work and prior to the release of any part of the building deposit, the Member shall arrange for a final inspection of the Unit by the Local Authority and the Association. The Member shall only be entitled to occupation of the Unit once the said occupation certificate has been obtained and a copy of this certificate has been lodged with the Association. Thereafter the Member shall apply for a final inspection by the Aesthetics Committee of the Estate which will validate specific Estate requirements. Once this process has been completed and all related documents as indicated below has been supplied to the satisfaction of the Aesthetics Committee, the remaining part of the building deposit, if any, will be returned to the Owner. This deposit is an interest-free amount. After construction, the Owner must also provide the Association with the following documentation:

- 10.2.18.1. Occupation certificate;
- 10.2.18.2. Structural engineers' certificate;
- 10.2.18.3. Electrical certificate;
- 10.2.18.4. Any other certificates pertaining to the house and structure.

10.2.19. The following is a cost breakdown of the applicable costs related to construction activities:

<b>BUILDING LEVY TO BE SUBMITTED WITH PLANS FOR APPROVAL</b>					
<b>NEW DWELLINGS</b>		<b>ALTERATION OVER 75m<sup>2</sup></b>			
Refundable Deposit	R	1 000.00	Refundable Deposit	R	900.00
Building fee	R	3 200.00	Building fee	R	2 000.00
Scrutiny fee of plans	R	840.00	Scrutiny fee of plans	R	800.00
First Inspection	R	560.00	First Inspection	R	500.00
Second Inspection	R	560.00	Second Inspection	R	500.00
Final Inspection	R	840.00	Final Inspection	R	800.00
<b>TOTAL COSTS</b>	<b>R</b>	<b>7 000.00</b>	<b>TOTAL COSTS</b>	<b>R</b>	<b>5 500.00</b>
<b>ALTERATIONS UNDER 75m<sup>2</sup></b>		<b>BOUNDARY WALLS / SWIMMING POOLS</b>			
Refundable Deposit	R	650.00	Refundable Deposit	R	500.00
Building fee	R	1 835.00	Building fee	R	1 045.00
Scrutiny fee of plans	R	560.00	Scrutiny fee of plans	R	560.00
First Inspection	R	280.00	Final Inspection	R	395.00
Second Inspection	R	280.00			
Final Inspection	R	395.00			
<b>TOTAL COSTS</b>	<b>R</b>	<b>4 000.00</b>	<b>TOTAL COSTS</b>	<b>R</b>	<b>2 500.00</b>

## 11. ARCHITECTURAL AND BUILDING REQUIREMENTS

- 11.1 Existing Owners of a vacant Erf, who should have erected a unit by September 2011, will be subject to a building penalty as determined by the Members.
- 11.2 New Owners of a vacant Erf will have a three-month period in which to finalise any preliminary construction activity such as plan approval, approval of finances, etc. A further nine-month period hereafter will then be available for the completion of construction activities, failing which transgression levies may be imposed by the Association.
- 11.3 Any amendments to existing units which necessitates construction activities shall be completed within a three-month period from initial commencement of activities. The painting of Units or other small type of rework activities shall be completed within a one-month period.
- 11.4 All houses including outbuildings shall be designed to conform with the principle guidelines below to the satisfaction of the Association. The objective is to achieve an interesting range of mutually compatible house designs within the flexibility afforded by the approved architectural style and design of the unit in elevation, finish and materials used whilst avoiding monotonous uniformity.
- 11.5 New houses shall have only pitched roofs at a minimum pitch as approved by the Association and in accordance with manufacture requirements and Local Authority regulations. A combination of flat and pitched roofs will be allowed as approved by the Association. Solely flat roofs are not permitted, but will be considered by the Association on special application and evaluation by the Aesthetic Committee.
- 11.6 Only Factory painted galvanized Chromadek or pre-treated roof sheeting may be used with the express approval of the Association. Roofing materials for patios, carports and outbuildings shall be approved by the Association and no shade cloth shall be permitted. Prior written permission from surrounding neighbours may be required by the Association.
- 11.7 Flat sections of roof shall be surrounded by a parapet walls – no unpainted reflective roof sheeting including IBR or metal profiled roofing that is not factory pre-painted is allowed.
- 11.8 Walls shall be built in face-brick or plastered and painted in colour as approved at the discretion of the Aesthetics Committee prior to commencement of work. All external finishes and colours shall be specified in the drawings for aesthetic approval. Colour samples may be requested, and the same procedure will apply on repainting any buildings or parts of buildings and are to comply with the colour range displayed in the Estate Office and approved by the Aesthetics Committee from time to time. Any repainting of Units colour/s must first be approved by the Association prior to commencement.

- 11.9 All garages, staff quarters and other outbuildings shall be constructed and finished to match the main house.
- 11.10 Gutter and down-pipes shall form an integral part of the design and shall be constructed and finished to match the style of the house.
- 11.11 No shade netting, Wendy house, tool shed, Green Houses lean-to or temporary carports will be allowed. Unless expressly authorised by the Association subject to certain conditions. Carports are to be designed to form an integral part of the house design and must be erected in accordance with approved plans which must be submitted to the Association for consideration prior to commencement of construction.
- 11.12 External burglar bars are not permitted.
- 11.13 The natural contour of a property may not be increased in height by more than 500mm at any point on the property. Where the slope of a development is changed, permission must be obtained from the Local Authority and the Association prior to the commencement of any earthworks.
- 11.14 Floodlights must be adequately screened so as not to cause discomfort to neighbours.
- 11.15 Requests for the erection or construction of any of the following shall be submitted to the Association for approval and shall conform to the Architectural Guidelines:
- Decks and/or patios.
  - Swimming pools.
  - TV antennae or dishes.
  - Solar panels.
  - Solar geysers.
  - Split air conditioner units.
  - Any other composition of construction elements or use of any new technology that may have an un-aesthetical impact.

11.16 Density:

The number of units that may be erected on a stand shall not exceed the maximum density permitted in terms of the town planning scheme which is one (1) dwelling per Erf.

11.17 Floor Area Ratio:

The maximum floor area ratio ("bulk") that may be erected on a stand shall not exceed 0.6 FAR. Basements are not considered as floor area contributing to FAR. FAR is only calculated as the sum of above-ground floor area.

## 11.18 Coverage

### 11.18.1 **Single Storey Units:**

In order to enable Members to construct a single storey unit with the same maximum floor area ratio as is permitted for a double storey, the Association will generally support applications to the Local Authority to increase the coverage for a single storey unit from 50%. The objective is to encourage the construction of single storey rather than double storey houses in the Estate.

### 11.18.2 **Double Storey Units:**

The ground floor coverage of double storey units shall not exceed 40% of the area of the stand. In order to encourage the construction of a greater bulk at ground level, the Association will be prepared to consider plans for double storey units with a ground coverage greater than 40% provided that the area of the upper storey is commensurately reduced in order not to exceed the maximum FAR of 0.6. For example, on a stand of 750m<sup>2</sup>, a house of 350m<sup>2</sup> on ground level and 100m<sup>2</sup> on the upper level is preferred to a house with 300m<sup>2</sup> on ground level and 150m<sup>2</sup> on the upper level.

### 11.18.3 **Double Volumes:**

Double volumes in houses are deemed to form part of the first-floor area.

## 11.19 Height Restrictions:

No more than two storeys shall be erected vertically above each other, nor shall the height of the peak of the roof of the structure exceed eight point five meters (8.5) above the natural ground level vertically below that point.

## 11.20 Building Lines

11.20.1 No structure shall be erected within a distance of two metres (2) from the boundary between one stand and another and three (3) metres from the rear boundaries. No structure shall be erected within a distance of five metres (5) from boundary between a stand and a street.

11.20.2 Requests of relaxation of building lines together with the written consent of all the members who owns adjoining units will be considered by the Association subject to the relaxation guidelines of the Local Authority's Building Regulations but only under extreme circumstances. No relaxation will be granted if the overall appearance or character of the estate is negatively affected.

## 11.21 Minimum House Size:

All houses must have a minimum floor area of two hundred and eighty square metres (280m<sup>2</sup> including covered patios, servants' quarters and garages). The Association shall

be entitled not to approve the plans for any house which in their sole opinion would detract from the appearance of or reduce the value of other houses in the Estate.

#### 11.22 Treatment of Stand Boundaries

11.22.1 No walls will be permitted on the street boundaries unless approved by the Association.

11.22.2 If for reasons of privacy (screening of swimming pools) it is desired to provide a visually impenetrable barrier between the house and the street/park, such barrier shall be achieved by means of planting or by means of a wall integrated into the design of the house and of a design and finish approved by the Association. Side gates and entrance gates, where applicable, must be installed at the time of completion of the Unit and must complement the style of the Unit.

11.22.3 All side boundary walls and fences must match the design of the main building and shall be subject to the approval of the Association. Walling between the stands shall not exceed 2.4 meters in height and must be of suitable strength and thickness as required by the National Building Regulations and shall be plastered and painted on both sides. Yard and screen walls and street boundary walls shall match the design of the main building.

11.22.4 No security spikes, razor wire, electric shock wires (electric fencing), prefab walls or any similar devices shall be permitted.

11.22.5 Approval for garden walls and fencing with regards to both material and dimensions must be obtained prior to erecting of the structure. The perimeters of all stands shall be walled on three (3) boundaries with brick.

11.23 Units shall conform to acceptable architectural standards and not interfere with or detract from the general aesthetic appearance of the neighbourhood.

11.24 Specific aesthetic consideration shall be given to the design of parapets, fascia's, copings, eaves, roof trim, guttering and roofing materials in general as well as the design and layout of paving. Half-brick paving will only be allowed when properly constructed in an aesthetically designed pattern. The Association reserves the right to instruct Owners to remove and replace half-brick paving when not properly laid.

11.25 Plumbing shall be ducted and suitably screened. Plumbing shall not be visible from any street or neighbouring properties. Ducts shall be integrated and covered into walls.

11.26 External finishes and colours shall be shown to and approved by the Association and this shall furthermore apply where any unit is repainted. Colour samples will have to be supplied to the Association.

- 11.27 No air conditioners, power generators, swimming pool pumps and/or heating apparatus, geysers and/or their piping or new technology equipment may be visible from any street unless prior approval has been obtained from the Association. All items are to be professionally screened and colour-matched to the adjacent wall.
- 11.28 The installation of any renewable energy equipment or apparatus may not be undertaken, or commenced with, without the prior written approval of the Aesthetics Committee of the Home Owners' Association.
- 11.29 Awnings, aerials, blinds, satellite dishes, solar heaters and other items which do not form part of the basic structure are to be clearly shown on the drawings and all necessary details are to be provided to the HOA. Solar panels, satellite dishes and/or antennas should be positioned in an aesthetically pleasing fashion.
- 11.30 Solar Panel Systems:
- 11.30.1 A solar power system is defined, for purposes of this rule, as a system, which consists of one or more solar photovoltaic panels, which panels are installed on the exterior sloping area of the roof of a dwelling for purposes of generating solar power.
- 11.30.2 The solar panels or any other equipment, which are part of such system, must be installed flat onto the roof slope.
- 11.30.3 All exposed cabling must be installed in a duct. The duct must match the colour of the roof or the exterior walls of the property.
- 11.31 Solar Water Heating Systems:
- 11.31.1 Solar water heating systems are defined, for purposes of this rule, as a system which consists of one, or more solar panels. Solar heating panels should be positioned flat on the roof slope. Solar geysers must be installed inside the roof and any other solar devices or equipment should be professionally screened off.
- 11.31.2 No exposed pipes are permitted above the first-floor level. Any existing solar panels, or geysers that have been installed on the roof, and any solar panels and/or geysers which will be replaced, must conform to these rules.
- 11.32 Water Tanks:
- 11.32.1 Water tanks may be installed. The water tanks must not be visible from the street front. The colour of the water tank, including that of any gutters and or downpipes must be an aesthetically pleasing possibly matching the house colour, which must satisfy the HOA.
- 11.33 All installed equipment must comply with SANS Regulations and have a COC issued and may not cause any noise or nuisance to neighbouring and/or other Members/residents. Where such noise or nuisance is caused the Association shall have the right to do whatever it deems fit to rectify the situation.

- 11.34 Entrances into domestic quarters must be screened off by a wall of minimum 2.1m high. Kitchen and domestic quarter entrances must open into a screened yard. No domestic accommodation or kitchen yards shall be visible from the street.
- 11.35 Units shall not exceed two storeys, irrespective of height; and such two storeys shall not be interpreted to include basements and/or mezzanine levels. The impact of a second storey on the right to privacy of adjacent Members, and the impact on the views from adjacent residences shall be considered when building plans of units having a second storey are scrutinised by the Association.
- 11.36 The treatment of sidewalks (being the space between the Stand boundary and the road owned by the Local Authority) is considered to be of paramount importance as this has a direct influence on the aesthetic quality of the neighbourhood.
- 11.37 All side boundary walls and fences must match the design of the main building and shall be subject to the approval of the Association. Should the height of the aforementioned wall exceed 1.8 metres, normal National Building Regulations must be complied with.



## **12. CONDITIONS REGARDING CONTROL OF CONTRACTORS**

### **12.1 INTRODUCTION**

- 12.1.1 Certain Rules relating to building contractor activity in the Estate have been adopted by the Association, the legal representative of Members and Occupants in the Estate.
- 12.1.2 The primary intention of these Rules is to ensure that all building activity in the Estate shall be conducted with the minimum of inconvenience and disruption to Occupants. In the event of any queries in this respect, Occupants and/or their contractors are most welcome to contact the Association.

### **12.2 LEGAL STATUS**

- 12.2.1 The Rules governing building activity are binding on all Occupants, their contractors and subcontractors.
- 12.2.2 Occupants are obliged to ensure that their building contractors and subcontractors are made aware of and acknowledge the Rules in writing and that same are strictly complied with.
- 12.2.3 Occupants are accordingly required to include these Rules in their entirety in any building contracts concluded in respect of any Unit on the Estate. The Association reserves the right to request that any building contract or other works contract or subcontract be submitted to it for prior approval.
- 12.2.4 The Association has the right to suspend any building activity that is in contravention of any of the Rules, and shall not be liable for any losses, damages or claims whatsoever sustained by a Member, Occupant, contractor or subcontractor or any other person(s) as a result thereof; in addition, the Association has the right to prevent or restrict access to the Estate.
- 12.2.5 All Occupants, contractors and subcontractors who undertake any building activity are required to complete the prescribed registration form and submit same to the Association prior to proceeding with any additions or alterations or commencing with any building activity.
- 12.2.6 The Occupant is obliged to obtain written confirmation from any contractor or subcontractor confirming that they have received a copy of the Rules and confirming that they, their subcontractors and employees, are bound by same, and confirming further that the Association shall be entitled to enforce such Rules against them, and to levy any penalty in terms of the Rules as they deem fit.

### 12.3 SITE PREPARATION

Before the contractor may take possession of any stand in order to commence works of any nature, the Stand must:

- 12.3.1 Have a designated lock-up shed, storage container or storage area on building site for any materials or equipment.
- 12.3.2 Be screened on all sides with green shade netting with a minimum shade factor of 70%, minimum height of 1.8m (type cladding). The Member or his contractor shall be liable for all costs regarding such prescribed screening.
- 12.3.3 Have a legal water connection.
- 12.3.4 Have an approved site toilet.
- 12.3.5 Have instituted acceptable measures to the satisfaction of the Association for proper rubble control. The Association may request the Owner to clean excessive building material should the Erf become unsightly. Rubbish and/or rubble shall be removed weekly and not be burned or disposed of in the Estate. No dumping anywhere in the Estate is permitted.
- 12.3.6 Have a builder's board as prescribed by the Association's specifications (will include as a minimum the stand number and contact detail of the responsible Owner, project manager or responsible contractor) and in compliance with the Occupational Health and Safety Act (warning and safety signs). Such boards are to be erected on the site itself and not on the sidewalk. Contractors' and Subcontractors' boards are not permitted. All boards must be removed immediately upon completion of construction.
- 12.3.7 The Member shall ensure that the construction site is controlled, made and kept safe at all times in accordance with the Occupational Health and Safety Act and furnish periodic compliance audit certificates thereof to the Association.

### 12.4 GENERAL

- 12.4.1 Unless otherwise agreed to by the Association or its appointed representative, contractor activity is limited to the following hours:

DAYS	WORKING HOURS
Monday to Friday	07:00 to 18:00
Saturday	08:00 to 13:00
Sundays and Public Holidays:	No activity

- 12.4.2 No construction activity is permitted during the annual builder's holiday during December/January of each year.
- 12.4.3 Deliveries from suppliers must occur during the limited contractor activity hours as set out above.

- 12.4.4 No abnormal or articulated or heavy vehicles will be permitted to enter the Estate. Unless pre-cleared for specific activity by the HOA.
- 12.4.5 All contractor and/or subcontractor personnel must enter and exit the Estate in a licenced roadworthy motor vehicle in line with prevailing security measures.
- 12.4.6 All workers, visitors and contractors will be requested to produce a valid driver's license, identification book or passport and valid work permit upon arrival at the entrance unless they have been registered on the access control system.
- 12.4.7 No contractor personnel are permitted to leave the construction site, other than being transported to enter or exit the Estate.
- 12.4.8 No night watchmen will be permitted in the Estate unless prior approval has been obtained from the Association.
- 12.4.9 The contract site is to be kept clean and properly screened in the prescribed manner at all times. In the event that the contractor fails to keep the site clean and tidy, such contractor may be prohibited from entering the Estate until such time that the site is properly cleaned.
- 12.4.10 Materials offloaded by a supplier which encroach onto the pavement or road must be moved onto the site by the contractor. Material and rubble must not be allowed to remain on the pavement or road and it is the contractor's and Member's responsibility to clear these areas of all such materials and/or rubble within one working day. Sand or rubble washed or moved onto the road during building operations or as a consequence of rain must be cleared immediately or if at night, immediately the next working day.
- 12.4.11 The Member and the contractor shall be liable for damage to kerbs and/or plants on the sidewalks and/or damage to private and/or Association property.
- 12.4.12 Should the Association have any reasonable reservations with regard to the conduct of the contractor and/or subcontractor (including their employees), the Association reserves the right to suspend all building activity until such time that such conduct is rectified which it may do at any time on notice to the Member, contractor and/or subcontractor, all of whom shall have no recourse against the Association in this regard.
- 12.4.13 The Association shall be entitled to levy transgression levies against Members, who are responsible for their contractors and/or subcontractors with respect to contravention of any of the Rules of the Estate.
- 12.4.14 The Association has the right to deny or limit access to the Estate to any contractor or subcontractor in breach of the Rules, who by the acceptance of the Rules hereby waives any right of retention that they may have over their building works, material and the like for purposes of the Rules insofar as the Association is concerned.
- 12.4.15 Furthermore, the right of the Association to restrict access to a contractor or subcontractor, as aforementioned, applies to the entire Estate,

notwithstanding the fact that any such contractor and/or subcontractor is building on more than one site within the Estate and that any breach has been committed with respect to only one such site.

- 12.4.16 No blasting may take place anywhere on the Estate without the written authority of the Association which will include all safety and/or security precautions in terms of national and/or local regulations.
- 12.4.17 No stand shall be secured with razor wire or similar fencing during or after the construction period.
- 12.4.18 No fires shall be allowed in the Estate by contractors and their employees.

## **12.5 LANDSCAPING REQUIREMENTS**

- 12.5.1 All landscaping of individual Units must be undertaken to integrate into the theme and character of the Estate.
- 12.5.2 The character of the Estate's landscape is primarily indigenous. Occupants shall ensure that declared noxious flora are not planted or allowed to grow in their gardens, and in the event of any uncertainty, are requested to confirm the status of any plant with the Association.
- 12.5.3 In order to contribute to the aesthetics of the Estate combination of a landscaped front garden together with either grass/pebbles or paving ensuring an aesthetically pleasing appearance must be designed and built. Properties with just paving to cover their front yard completely will not be allowed.
- 12.5.4 The use of hedgerows is recommended and the planting of trees and shrubs is encouraged where possible.
- 12.5.5 Occupants shall maintain trees, plants and shrubs that have been planted on their pavement by the Association.
- 12.5.6 All driveways will be surfaced and dust free. Any changes or additions to existing driveways must be approved by the HOA.

### 13. SECURITY RULES

- 13.1 Biometric fingerprint access shall only be granted upon the providing of proof of registration or lease contracts to the Association.
- 13.2 All residents, visitors and invitees must adhere to security protocol, and may not use access cards belonging to another person.
- 13.3 No resident and/or visitor may issue instructions to or countermand the standing instructions issued to security personnel.
- 13.4 Security protocol at the gatehouses shall be adhered to at all times. Under no circumstances shall Occupants or any person other than security or other estate authorised personnel be allowed into the gatehouses.
- 13.5 The access control system for visitors, permanent or temporary workers, contractor- and subcontractor representatives must be diligently enforced by every Member of the Association. No person may enter the Estate without following the applicable access control procedures, and no Occupant is authorised to permit entrance to any visitor without following the existing access control procedures. In particular, no Occupant will be allowed to provide entrance to anybody else by making use of their own fingerprints in order to bypass existing procedures.
- 13.6 No vehicle will be allowed due to whatsoever reason to obstruct the entrance or exit lanes of the Estate. Vehicles are to be immediately removed upon request from security personnel in order not to cause congestion or problems with other normal security procedures. The Association reserves the right to remove the vehicle when the driver is in breach of this requirement. The vehicle will only be released upon payment of an immediate penalty in accordance with the Schedule of Penalties as per the Estate Rules or upon a written undertaking of the relevant Member where the Member accepts responsibility for the payment of the penalty by the normal accounting process.
- 13.7 Security guards shall not under any circumstances be abused. All Occupants and visitors are requested to treat the security personnel in a cooperative manner.
- 13.8 Except for a decision by an authorised person, no other person or security shift supervisor shall authorise a deviation from normal issued access control procedures which are applicable to all operational aspects for access/egress and movement on the Estate. This deviation shall also be entered into the Observation Book.
- 13.9 Tailgating is not allowed to gain unauthorised access into the Estate by slipping under the boom which was raised to allow access to previous person.
- 13.10 Occupants are encouraged to install a home security system which can be linked to the security gate house.
- 13.11 Pedestrian or cyclist other than authorised drivers will enter and exit the Estate as pedestrians through the turnstile or pedestrian gate.

- 13.12 Occupants have to hand a written note to workers for any gifts, parcels or any item of significance handed to workers authorising the removal thereof upon exit of the Estate.
- 13.13 All contractors are to be transported to and from the construction sites and no worker or contractor personnel may be transported in the security vehicle.
- 13.14 Security related incidents must be reported to the security control room immediately.
- 13.15 No electric fences may be erected inside the Estate boundary.
- 13.16 Security in conjunction with Occupants residing along the electrified boundary fence shall keep the fence clear of any vegetation. Occupants shall advise any visitors of the dangers pertaining to such electric fences.
- 13.17 The Estate will be manned by security twenty-four hours a day, seven days a week and patrolled on an on-going basis.
- 13.18 Occupants are requested where possible to advise security in advance especially of large groups (of visitors) by contacting the control room with the relevant particulars.
- 13.19 New Occupants are requested to contact the Admin Office with all related information as required in order to be registered as Occupants.
- 13.20 Although the Association and its security contractors take precautions to minimise criminal acts, the Association shall not be liable for any claim or cause arising from a failure of such precautions or any security measure or equipment or from any other cause whatsoever.
- 13.21 Occupants shall comply with the security protocols and other directives as published from time to time relating to security issues (including but not limited to access to and/or egress from the Estate), monitoring and supervision of staff, safety precautions (including with respect to children, pets, vehicles, etc., fire prevention and control). Without limiting the meaning of the foregoing, such measures are necessary from a security related perspective to implement the orderly management and control of the Estate and the safety and security of persons and property.
- 13.22 Any person / vehicle entering or leaving the Estate may be subject to a search by properly identified Estate Management, Security Manager or appointed security personnel. Any person entering or making use of a communal area may also be searched by any of the mentioned authorized personnel or Security Company.
- 13.23 Security is an attitude, do not hesitate to question and report suspicious people to the security personnel on duty. No Occupant shall make, or be party to the making of any false alarm.

## 14. ADMINISTRATION AND LEVY RULES

- 14.1 It is the responsibility of all Members to inform officially or via a Customer Management System of any important changes in data which is of importance to the Estate. In particular these are data such as, but not limited to, contact numbers, e-mail and postal addresses.
- 14.2 The Electronic Board is primarily for the use of the Association and the Administration Office. Should any Occupant want to make use of the advertising in the official Estate's electronic magazine they may contact the Administration Office.
- 14.3 All levies are due and payable in advance on the 1<sup>st</sup> day of the month.
- 14.4 Interest shall be raised on all arrear accounts. Such interest to be calculated monthly in advance at the rate of 1.5% (one-point five percent) per month, compounded monthly, from the due date to the date of actual payment, both days inclusive.
- 14.5 Where a Member is in arrears with payment of any debt for a period of 60 (sixty) days or longer the Association shall be entitled, in addition to the levying of interest, to enforce such recovery proceedings, by civil process, and exercise such other legal remedies as are available to the Association in terms of the Rules, or at law, and in the event of the Association seeking legal advice and/or implementing any legal proceeding, the Association shall be entitled to recover from the offending Member all legal costs incurred in connection with the foregoing on an attorney and own client scale, together with all relevant disbursements. Normal debt collection fees as decided from time to time by the Financial Services Board shall be applicable.
- 14.6 In terms of the Rules, the Association shall have the right to penalise transgressors where any of the Rules have been breached. Any such transgression levies imposed by the Association shall be reflected on the monthly levy account and shall become due and payable on the due date of payment of the levy payable in respect of the month in which any such penalty has been levied.
- 14.7 The staff should always be treated courteously and with respect for the work they are doing. They will not be subject to abusive behaviour in any form which includes but are not limited to rudeness, disrespect and offensive behaviour, threats, aggressiveness and/or violent behaviour.

## 15. TRANSGRESSIONS

- 15.1 The Association has the right to introduce and enforce the Estate rules and penalties against transgressors as per the rules and/or to report transgressors to the authorities. Any transgression not listed in the rules may also be subject to the issuing of a penalty by the Association of at least 50% of the monthly Levy. Persistent transgressions may result in higher penalties and/or legal action.
- 15.2 In the event of any breach of the Rules by a Member, Occupant, visitor, contractor, subcontractor and/or estate agent or any other person bound by these Rules (the “defaulting party”), the Association shall be entitled to:
  - 15.2.1 request the defaulting party to provide an explanation, or apology in writing; and/or
  - 15.2.2 issue a reprimand (orally or in writing) and request such defaulting party to rectify such breach; and/or
  - 15.2.3 impose a penalty in terms of the Schedule of Transgressions (“the Schedule”), as amended by the Association, in their sole discretion, from time to time; and/or
  - 15.2.4 withdraw any previously given consent applicable to the particular matter to which such default pertains; and/or
  - 15.2.5 take any further action, including legal action, as the Association may deem fit in order to enforce the Rules.
- 15.3 Should the Association impose a penalty in respect of any transgression and where the defaulting party is a Member, such penalty shall be deemed to form a part of the levy as provided in the levy Estate Rules and MOI.
- 15.4 In the event of repeated breaches of a particular Rule by a defaulting party, the Association shall be entitled, but not obliged, to escalate the transgression levies / penalties which may be imposed in respect of such breach in terms of the Schedule on each and every occasion that such breach re-occurs.
- 15.5 The decision of the Association regarding the enforcement of the Rules and the imposition of any sanctions in terms of the Rules shall be final and binding.
- 15.6 Should a defaulting party dispute that he has committed a breach of any obligation in terms of the Rules, he shall be entitled to deliver a submission, in writing, to the Association within a period of not more than 7 (seven) days from the date of expiry of the period of demand contained in a notice delivered to the affected defaulting party.
- 15.7 Against receipt of such notice, the Dispute Resolution Committee shall convene a meeting as soon as reasonably possible after receipt of such notice. The proceedings of such a meeting shall comply with the principles of natural justice.



- 15.8 The decision of the Dispute Resolution Committee shall be final and binding upon the Association and the defaulting party. However, the provisions of this clause shall not preclude any party from seeking any urgent or interim relief from a Community Scheme Ombud Service.
- 15.9 Members acknowledge that they are responsible, as provided in the Rules, for the acts and omissions of any person to whom they have granted access to the Estate

## 16. SCHEDULE OF PENALTIES

The Association has the right to introduce and enforce payment of penalties against transgressors and/or to report transgressors to the authorities. Any transgression whether indicated as carrying a penalty or not may also be subject to the imposition of a penalty by the Association. Persistent transgressions may result in higher penalties and/or legal action.

This schedule is a guideline, amended from time to time, with additions and deletions as deemed necessary by the Directors. Penalties raised on House Rules will stay on the members record for a period of 6 months unless same transgression is re-occurring every 6 months. **Notice is given to the member either by letter, email or SMS of the transgression, with the associated penalty if any.**

DESCRIPTION OF TRANSGRESSION	1 <sup>ST</sup> OFFENCE	2 <sup>ND</sup> OFFENCE	3 <sup>RD</sup> OFFENCE	4 <sup>TH</sup> OFFENCE
<b>HOUSE RULES</b>				
Applicable to all House Rules unless otherwise specified below and/or in the Estate Rules.	Notice given	Penalty equivalent to 50% of the monthly levy	Penalty equivalent to a 100% monthly levy	Penalty equivalent to 150% of a monthly levy + legal steps. Penalty to be applied monthly until legal process has been completed
<b>Good Neighbourliness</b>				
Noise generated by music, electronic instruments, mechanical and/or electrical equipment, partying and the activities of residents and their employees.	Two verbal requests by any resident or security, thereafter a 300% of monthly levy amount per occurrence.			
<b>Use of Streets</b>				
Disregarding or contravention of traffic signs, speeding, reckless and/or drunken driving, driving without a licence (any engine powered vehicle)	Notice given			Penalty equivalent to a 100% monthly levy per incident.
<b>Parking</b>				
Parking a vehicle anywhere other than in a demarcated parking bay this includes parking in streets and/or park area plus walkthroughs to the Security Track	Notice given + 24hours to comply			Penalty equivalent to a 100% monthly levy per occurrence
<b>Ensuring a pleasant streetscape</b>				
All movable items including but not limited to vehicles, caravans, quad bikes, trailers, boats, equipment, tools, refuse bins, engine/vehicle parts, accommodation for pets not screened off out of view of street front.	Notice given + 24hours to comply	Penalty equivalent to 100% of the monthly levy for maximum period of three consecutive transgressions		Penalty equivalent to 200% of a monthly levy + legal steps. Penalty to be applied monthly until legal process has been completed

DESCRIPTION OF TRANSGRESSION	1 <sup>ST</sup> OFFENCE	2 <sup>ND</sup> OFFENCE	3 <sup>RD</sup> OFFENCE	4 <sup>TH</sup> OFFENCE
<b>HOUSE RULES</b>				
<b>Pets</b>				
Keeping more than two dogs and or two cats without the Association's approval.	Written warning (30 days to comply)		50% of levy per pet per month	
Pet not wearing an identification tag, roaming the street and dogs not on a leash in all communal areas of the Estate	Pets found roaming the street shall either be removed to a lost pet facility or if it can be identified handed back to the member with a written warning		Penalty in line with penalties applicable to General House Rules.	
Where it is a proven fact that pets are becoming a nuisance and that it is negatively affecting the community in the Estate	Written warning (7 days to comply)		Penalty in line with General House Rules and/or legal steps to compel removal of pet	
<b>General</b>				
Dumping of rubble, garden- or other refuse or building material anywhere in the Estate	Notice given + Immediate penalty of 100% of a monthly levy			
Vandalism to communal property	Cost of repair + 100% of a monthly levy as penalty	Cost of repair + 150% of a monthly levy as penalty	Cost of repair + 200% of a monthly levy as penalty	Cost of repair + legal action against transgressor.
Unauthorised flying of remotely piloted aircraft systems	Notice given + Immediate penalty of 100% of a monthly levy as penalty			
<b>Security</b>				
Applicable to all rules pertaining to Security and Security Staff	Penalty R2000.00 per incident or part thereof until transgression has been fixed according to Security Rules.			

ARCHITECTURAL / CONSTRUCTION / BUILDING RULES	
<b>Building Time Period</b>	
Vacant stand on which development has not been completed within the twelve (12) months of registration. All sale agreements should state that construction activities should commence within three (3) months from date of transfer / registration. The maximum building period is nine (9) months from commencement of construction activities	Building Levy of R8 000.00 per calendar month until occupation certificate is issued.
<b>Building Rules</b>	
Exceeding building time limits	Building Levy of R8 000.00 per calendar month until occupation certificate is issued.
<b>Minor Building Rules</b>	
Applicable to all Building Rules unless otherwise specified below.	Written warning (14 days to comply) + Penalty of 150% of levy per calendar month or part thereof until transgression has been rectified according to building rules.
Occupying a property without an Occupation Certificate	200% of monthly levy amount per month until occupation certificate is received + reporting to the local authority and possible legal action. Penalty to be applied monthly until legal process has been completed.
<b>Contractors</b>	
Applicable to all rules pertaining to Contractors.	Penalty R2000.00 per incident or part thereof until transgression has been fixed according to Contractor Rules.

Any written suggestions or comments towards the improvement of the Rules due to practical situations will be considered and implemented where necessary. Suggestions can be forwarded in writing to the Estate Manager.

**The cooperation, understanding and abiding by these guidelines will be appreciated by all Owners and Occupants of Willow Acres Estate.**

o0o