

# **WATERKLOOF BOULEVARD ESTATE**

Web: [www.waterkloofboulevard.com](http://www.waterkloofboulevard.com)

## **RULES & REGULATIONS**

Edition 07 Jan 2016

# **WATERKLOOF BOULEVARD ESTATE**

## **RULES & REGULATIONS**

THE WATERKLOOF BOULEVARD HOME OWNERS ASSOCIATION  
GENERAL RULES AND REGULATIONS IN REGARD TO DAILY ACTIVITIES OF RESIDENTS  
RULES AND REGULATIONS IN REGARD TO BUILDING/CONSTRUCTION/ALTERATION WORK  
ARCHITECTURAL GUIDELINES  
PROPERTY TRANSACTIONS  
WATERKLOOF RIDGE NATURE VALLEY RULES AND REGULATIONS

Revised January 2016

# **WATERKLOOF BOULEVARD RULES & REGULATIONS**

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## **SECTION 1**

### **1. THE WATERKLOOF BOULEVARD HOME OWNERS ASSOCIATION NPC ("WBHOA")**

- 1.1. The WBHOA is a non-profit company registered under the Companies Act 71 of 2008 as amended, managing 4 estates, namely, Pavilions, Terraces, Tuscany and The Hills and the Waterkloof Ridge Nature Valley. These 4 estates jointly comprise the Waterkloof Boulevard Estate and consists of 206 Full Title Residential Stands;
- 1.2. Some of the main objectives of the WBHOA and its non-executive Board of Directors are the provision and preservation of a high quality lifestyle for the Residents that live in the Waterkloof Boulevard Estate;
- 1.3. The Memorandum of Incorporation ("MOI") determines the manner in which the WBHOA is to function. The MOI is available and copies may be obtained from the offices of the Managing Agent, against payment of the prescribed fees;
- 1.4. In terms of the MOI, and subject to any restrictions imposed by or direction given at a general meeting of the WBHOA, the Directors may from time to time make rules, which shall be binding on all Owners in regard to:
  - 1.4.1. preserving the high quality lifestyle for all Residents in the Estate;
  - 1.4.2. the use of Open Spaces by Residents, their families and any other persons that enter the Waterkloof Boulevard Estate with the consent of the Residents;
  - 1.4.3. the conduct of builders or any other Contractors employed by Owners of Stands on the Property, and
  - 1.4.4. any other activity concerning the Property;
- 1.5. The rules as described herein shall, unless the contrary appear from the contents, mutates mutandis apply to all Residents, their families, their guests, agents, employees, domestic workers, gardeners and any other persons that enter the Property of the Waterkloof Boulevard Estate with the consent of the Residents;
- 1.6. The Aesthetics Sub Committee (ASC) has formulated the Architectural Guidelines contained in **Section 4** of this document and has the right to amend and supplement them, as the case may be, from time to time;
- 1.7. The Architectural Guidelines shall have the status and be part of the rules;
- 1.8. The Board of Directors shall be entitled to establish Sub-Committees, to appoint members for such Committees, and to delegate powers and responsibilities to such Committees
- 1.9. Residents, their families, visitors, contractors, sub-contractors, professional consultants, suppliers, agents, employees, tenants, guests, domestic workers and gardeners as well as any other persons entering the Property for whatever reason shall hold the WBHOA blameless and indemnify it, against any claim of whatsoever nature (including but not limited to direct, indirect, consequential loss and housebreaking), for any loss, theft, damages, accidents, death, third parties, acts of nature or injury of whatsoever nature and howsoever arising from or caused as a result of, or in connection with the residing on, the visiting to, the working or conducting of business of whatsoever nature, on the Property, the performance of any of its functions and/or the rendering of any services, and/or the failure of the WBHOA or WRNV or its committees, its Directors, employees, contractors or agents, to perform any of its functions or the rendering of services or their omission, to perform such functions or render such services, including any loss or injury attributable to any negligent or grossly negligent act or omission of the WBHOA or WRNV, its committees, its Directors, employees, contractors or agents and all such liability is expressly excluded;

### **2. DEFINITIONS**

The words and phrases contained in the MOI as well as the following words and phrases shall have the meaning set out in the MOI and the additional meanings set out hereunder respectively, whenever used in this document:

"Accredited" shall mean an approved application for accreditation;

"Architectural Guidelines" shall mean the architectural guidelines formulated by the WBHOA as amended from time to time;

"Architectural Committee" or the WBHOA Aesthetics Committee shall mean the person/persons appointed to approve the aesthetical aspects of any design/plan and looking after all aesthetical aspects of the WBHOA;  
"Agency" shall mean the Agent or property business that applies for accreditation;

"Agent" shall mean an agent of or a person in the employ of an Agency and who is registered as such with the Property Agency Affairs Board;

"Articles" shall mean the Articles of Association of the Section 21 Company;

"Board of Directors" or "Directors" shall mean the non-executive Trustees and/or Directors of the WBHOA as elected by the Owners at the Annual General Meeting;

"Contractor" shall mean a contractor who is registered with the WBHOA;

"Estate" shall mean all four (4) estates comprising the Waterkloof Boulevard Estate being Pavilions, Terraces, Tuscany and The Hills;

"Estate Manager" shall mean the estate manager appointed by the Board of Directors from time to time to manage all functions necessary to ensure the effective running and maintenance of the Waterkloof Boulevard Estate;

"Labourer" shall include all employees, sub-contractors, artisans or any other persons, without exception, appointed by an Owner or a Contractor appointed by an Owner, for building purposes;

"Managing Agent" shall mean the administrative managing agent appointed by the WBHOA;

"Security Manager" shall mean the manager of the security appointed by the WBHOA;

"Municipality" shall mean the City of Tshwane Metropolitan Municipality;

"Open Spaces" shall mean current or planned parks, roads, servitudes, sidewalks and pavements on the Property;

"Owners" shall mean the registered Owner/s of a Stand and in the event of an entity such as a company Close Corporation or Trust owning the Stand, the director/s, member/s or trustee/s of such entity;

"Parks Committee" shall mean the committee appointed from time to time by the Board of Directors to manage and control the Open Spaces on the Property;

"Property" shall mean the property inside and outside the Estate, inclusive of all the complexes, phases and parks thereof;

"Residents" shall mean the Owners and/or the Tenants residing on the Property;

"Security" shall mean the security firm appointed by the WBHOA from time to time;

"Garden Maintenance" shall mean the garden maintenance firm appointed by the WBHOA from time to time;

"Stand" shall mean a stand (Erf) or a section of ground on the Property, with or without a building structure or structures thereon;

"Tenant" shall mean a person who is leasing or renting a Stand from an Owner;

"Year" shall mean 365 days;

"WBHOA" shall mean the Waterkloof Boulevard Home Owners Association;

"Nature Valley Committee" shall mean the committee appointed by the WBHOA to manage and control the Waterkloof Ridge Nature Valley, outside of the property;

"WRNV" shall mean the Waterkloof Ridge Nature Valley;

Unless the context otherwise requires:  
words importing the singular shall include the plural and vice versa;  
words importing the masculine gender shall include the feminine gender;  
words importing natural persons shall include firms and corporate bodies;

### 3. ADMINISTRATION

- 3.1. The administration of the Estate is solely the responsibility of the non-executive elected Board of Directors for the WBHOA elected at the general "AGM" meeting by the owners. They may decide to delegate certain or all of the managerial powers to the Managing Agent, the Estate Manager, Security Manager, any EXCO member, and/or any other property administrator;
- 3.2. Registration Numbers:
  - WBHOA Stand/Erf Number – 1856
  - Waterkloof Boulevard Home Owners Association NPC – 1996/013332/08
  - Waterkloof Ridge Nature Valley NPC – 2012/146608/08
  - Waterkloof Ridge Nature Valley WESSA – 1240830
- 3.3. The WBHOA operates in the following business hours:
  - Waterkloof Boulevard Estate – Monday to Friday 08:00 – 16:00
  - Managing Agent – Monday to Friday 08:30 – 16:30
- 3.4. The WBHOA doesn't operate during weekends, public holidays or during the December Builders holiday (Normally From 15 December Till 5 January) period;
- 3.5. All communication/s, correspondence, documentation, queries, complaints, enquiries or suggestions shall be submitted through the managing agent by means of email and can only be lodged by a Resident or a Tenant in their own private capacity. Telephone conversations will not in any way be considered as official communication or documentation;
- 3.6. Any letter/s and/or documentation sent to owners by the managing agent may be subject to a charge or fee per letter sent at the cost of the Owner. Note that the expense/s of a letter might be adjusted by the managing agent from time to time without notification;
- 3.7. The first notice letter and/or aesthetic letter will be sent by the managing agent via email for an owner's attention/notice with a period of sixty (60) days to comply. Should an owner not comply with the first notice letter sent, a second notice letter will be sent by the managing agent via email to the owner with a period of thirty (30) days to comply, unless otherwise arranged with the managing agent or the Board of Directors. Should an owner not comply with the second notice letter sent, a third notice letter will be sent by the managing agent via email to the owner with a period of thirty (30) days to comply. Should an owner still not comply within the further thirty (30) day time period of the third notice letter, the WBHOA reserves the right to apply fines and/or penalties to the said owner's levy account, in accordance with the schedule of fines set out in **Clause 21 of Section 2**, until such time as the owner complies;
- 3.8. An appointed person or company ("Managing Agent") will collect levies on behalf of the WBHOA. All levies are due and payable in advance on the first (1<sup>st</sup>) day of each and every month;
- 3.9. Interest will be levied on all accounts in arrears;
- 3.10. Further penalties, to be determined from time to time, will be imposed on any unpaid account. Unpaid accounts will be managed in accordance with the provisions of **Clause 22.7 of Section 2**;
- 3.11. The Directors may amend or add to the rules and regulations from time to time as may be deemed necessary to ensure the happy and orderly co-existence of Residents. Any rules or regulations so accepted will be amended on the original rules and regulations and circulated by way of email/s sent to the owners and Residents or published on the WBHOA website from time to time. A complete set of the rules and regulations may be obtained from the WBHOA website or from the office of the Managing Agent at the cost of the Resident;

- 3.12. The WBHOA have the right to introduce and enforce payment of fines and/or penalties against transgressors of any of the rules and regulations contained in this document or its annexures or amendments. Payment of the fine/penalty will be debited towards the said owner's levy account;
- 3.13. All prescriptions not adhered to, whether indicated as carrying a penalty or not, will be subject to a fine of at least R150.00. Repeated transgression of rules and regulations may result in the Owner and/or Tenant being summoned to appear before a commission of enquiry, where due representation will be allowed. An independent legal practitioner will chair such a commission and the costs for initiating the procedure will be borne by the WBHOA for the time being and will be instituted by the WBHOA on behalf of its Directors, members, employees, contractors or agents, in the protection of their rights and to ensure a tranquil and pleasant living style and environment. If the alleged party is found guilty of repeated transgression of the rules, and such party is a tenant on the property, the commission may order the immediate eviction of such party. The guilty party will be liable for all costs of the proceedings, on attorney and client scale;
- 3.14. The decision of the commission will be final and no appeal is possible. Enforcement of the eviction order, once obtained, will be executed with the assistance of the Sheriff and the SAPS;
- 3.15. Where any of the rules as stipulated by the WBHOA have been broken and a penalty levied, such penalty will form part of the next monthly levy account and will be due and payable on the next due date for payment of levies by the applicable owner of the said stand;
- 3.16. Each Director will be responsible for his/her own designated roll/description, communication, documentation and reporting as appointed at the first Board Meeting held after the "AGM" meeting;
- 3.17. For any other emergency please refer to the contractors list under the "Rules & Regulations" section on the WBHOA website or obtain the list from the managing agent – [www.waterkloofboulevard.com](http://www.waterkloofboulevard.com);
- 3.18. For any council related enquiries or queries, residents can get in contact with the local municipality "Tshwane" at (012) 358 9999;

#### **4. DISCLOSURE OF INFORMATION**

- 4.1. The WBHOA, its Managing Agent or any employees or contractors in service of the WBHOA shall under no circumstances without the written permission from an owner, disclose any confidential information regarding or relating to that Owner (i.e. name, identity number/s, status, address, telephone numbers, email address etc.) to anyone;

#### **5. LOGGING AN ENQUIRY / SUGGESTION**

- 5.1. Any and all correspondence, documentation and conversation/s regarding an enquiry / suggestion must be submitted through the Managing Agent via email. Telephone conversations will not in any way be considered as an official enquiry / suggestion;
- 5.2. An enquiry / suggestion can only be submitted by a Resident or a Tenant in his/her personal capacity;
- 5.3. Ensure that your enquiry / suggestion contain as much detail as possible regarding the enquiry / suggestion. Evidence if or where applicable must also be submitted towards the Managing Agent to support your enquiry. This will allow the Managing Agent and the WBHOA to respond sooner than later to the enquiry / suggestion;
- 5.4. Send a personal email to the Managing Agent and "CC" the Estate Manager;
- 5.5. What you can expect:
  - Receipt of the enquiry / suggestion will be acknowledged via email by the Managing Agent within 72 hours during business hours following the date after you have submitted the enquiry / suggestion.
  - Within 5 business days after acknowledgement of receipt of the enquiry / suggestion you will receive feedback regarding your enquiry / suggestion and the progress made by the Managing Agent. You may be advised that the investigation of the enquiry / suggestion may take longer than expected and if possible, a time frame will be provided;



- 5.6. If you are not satisfied with the result:
- If you feel that your enquiry / suggestion was not satisfactorily addressed then feel free to raise the enquiry / suggestion with the Managing Agent whom in turn will bring the enquiry / suggestion to the attention of the HOA's Board of Directors for consideration at their next meeting;
- 5.7. Please note that the WBHOA Board of Directors is a non-executive board and does not involve itself in disputes or that between residents;

## **6. CITY OF TSHWANE**

- 6.1. Responsibilities of the "City Of Tshwane" or "Local Municipality":
- All the roads and curbing within the Estate
    - Excluding the one (1) private road in The Hills (Rio Lane), which belong to the Estate.
    - Excluding the one (1) private road in Tuscany, which belong to the Estate.
    - Excluding the two (2) private roads in Pavilions, which belong to the Estate.
  - All the road signage
  - All the street lights within the Estate
    - Excluding the street lights at the private road in The Hills (Rio Lane), which belong to the Estate.
    - Excluding the street lights at the private road in Tuscany, which belong to the Estate.
    - Excluding the street lights at the private roads in Pavilions, which belong to the Estate.
  - All the electricity and electrical connections
    - Excluding the electricity at the private road in The Hills (Rio Lane), which is privately managed.
    - Excluding the electricity at the private roads in Pavilions, which is privately managed.
  - All the water and water connections
    - Excluding the water at the private road in The Hills (Rio Lane), which is privately managed.
  - Municipal servitudes
    - Excluding the small park area in The Hills (Rio Lane), which belong to the Estate.
  - Fire Hydrants
    - Excluding the fire hydrants at the private road in The Hills (Rio Lane), which belong to the Estate.
  - Sewerage systems, Stormwater systems and Culverts
    - Excluding the sewerage systems at the private road in The Hills (Rio Lane), which belong to the Estate.
  - Refuse Removal
    - Excluding Rio Lane in The Hills which makes use of a private contractor (Pretoria Dromdienste).
- 6.2. For any Local Municipal "Tshwane" or Council related issue/s, directly impacting or influencing an owner, resident or stand within the Estate will have to be taken up with the Local Municipality "Tshwane" in the owner's or resident's own private capacity;
- 6.3. For any council related enquiries or queries, residents can get in contact with the Local Municipality "Tshwane" at (012) 358 9999;
- 6.4. The WBHOA, its employees or contractors shall in no case or manner whatsoever arising be held liable or responsible regarding any type of Council, Local Municipality "Tshwane" or Private call outs, services, infrastructure, projects, refuse removal or any time frames with regards to the Estate or for owner's properties;
- 6.5. Under no circumstance will the WBHOA, its employees or contractors be allowed to work on any Council or Local Municipality "Tshwane" property or infrastructure;

## **7. TELKOM, CELLULAR, ESKOM**

- 7.1. Telkom is responsible for their own telephone or communication lines, ADSL lines and/or Fibre as well as their infrastructure, service points and/or manholes;
- 7.2. The WBHOA, its employees or contractors shall in no case or manner whatsoever arising be held liable or responsible regarding any type of Telkom, Cellular, Eskom or Private, call outs, services, infrastructure, projects or any time frames with regards to the Estate or for owner's properties;
- 7.3. Under no circumstance will the WBHOA, its employees or contractors be allowed to work on any Telkom, Cellular or Eskom property or infrastructure;

## **SECTION 2 - GENERAL RULES AND REGULATIONS IN REGARD TO DAILY ACTIVITIES OF RESIDENTS**

### **1. INTRODUCTION**

- 1.1. The rules have been designed to promote and protect the high quality lifestyle and the security to which Residents of the Waterkloof Boulevard Estate aspire;
- 1.2. The rules have been established in terms of the Memorandum of Incorporation of the WBHOA and they are binding upon all Residents and Tenants. Residents and Tenants are therefore bound by any decision taken by the Board of Directors with regard to the enforcement of these rules and regulations;
- 1.3. Residents are responsible for ensuring that members of their families and any other person entering the Estate with the Resident's consent including any visitors, employees and contractors who work for them, abide by these rules;
- 1.4. These rules and regulations are subject to change from time to time. In the interpretation of any rule, words will carry the normal meaning as found in the general tongue and the decision of the Board of Directors is final and binding in interpreting the rules and regulations;
- 1.5. In the event of annoyance, aggravation or complaint/s occurring between any person/s living in the Estate, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, then they should be brought to the notice of the Board of Directors in writing, subject to the provisions of **Clause 5.7 Section 1** above. The Board of Directors may require that a complaint be submitted to them in the form of an affidavit before they consider it, but will not consider any form of private annoyances, aggravations, disputes or complaints occurring between any person/s;
- 1.6. The WBHOA or its, employees, contractors or agents shall not be liable for any injury, theft or loss or damage of any description that any Resident or Tenant of a Stand or any members of their family, their employees or servants or their relatives, friends, acquaintances, visitors and or any other persons who enter the Estate with the consent of the Resident or Tenant may sustain in the Estate, directly or indirectly or any act done or for any negligence on the part of the WBHOA, WRNV, its Directors, employees, servants, agents or Contractors;

### **2. PETS**

- 2.1. Residents may only keep dogs, cats and birds provided that these animals do not cause a disturbance or nuisance to other Residents;
- 2.2. Poultry, pigeons, aviaries, wild animals, rabbits or live stock may not be kept on the Estate or on residents stands;
- 2.3. Dogs may not leave the Stand of their Owner/s except on a leash and must be controlled in a way as not to interfere with any birds, wildlife, pedestrians, or other domestic animals;
- 2.4. Pets must not be allowed to dirty or foul the Open Spaces. Residents are responsible for removing any excrement deposited by their pets on any Open Spaces or neighbouring lawns;
- 2.5. Owners of pets will be fully responsible for any damages caused to the Estate, Property of other residents or any injury to any other person or animal/s. Any costs incurred will be for the owners own account;
- 2.6. No ritual slaughtering of animals shall be permitted on the Estate;
- 2.7. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. The WBHOA reserves the right to contact the local "SPCA" with regards to any stray or unidentifiable animal/s on the Estate;
- 2.8. Owners are not allowed to throw away their pets excrements onto any Open Space, Servitude or inside of the Waterkloof Ridge Nature Valley. Penalties may be imposed on offenders;
- 2.9. Any annoyance or aggravation by or complaint against any animal or pet of a Resident, must be dealt with directly with such resident and the parties concerned should settle the matter between themselves;

### **3. DOMESTIC AND GARDEN WORKERS**

- 3.1. Residents must complete the required application/registration forms for ID card/s for their domestic and garden worker/s. The application form/s can be obtained from the Managing Agent or from the WBHOA website. Completed forms together with 2 clear passport size photographs of the domestic and/or garden worker/s as well as proof of payment must be handed to the Estate Manager for processing. The cost per application will be applicable and proof of payment should be submitted towards the managing agent. The Identity (ID) card/s will be posted to the Resident or handed to the guard house for collection by the Resident. Note that the cost of the domestic or gardener ID card is subject to change by the managing agent from time to time without notification;
- 3.2. All domestic and garden workers as well as non-registered workers shall be obliged to have their valid ID documents to enable them to enter the Estate and to obtain their WBHOA identification card/s at the Guard House;
- 3.3. Domestic and garden workers as well as non-registered workers entering the Estate will be required to leave their ID document/s with the security guard/s at the relevant guard house. The ID document/s will be returned to them when they leave the Estate;
- 3.4. Domestic and garden workers as well as non-registered workers shall sign in the pedestrian access book before access will be given to the Estate by security;
- 3.5. Domestic, gardeners and non-registered workers may not intrude on the privacy and peace of the Residents;
- 3.6. Visitors for domestic and garden workers is discouraged for security reasons and purposes;
- 3.7. Overnighting of family or visitors of domestic and garden workers is strictly prohibited for security reasons and purposes, unless it is with the consent of the owner of the stand and the necessary security arrangements has been met. Should a domestic/gardener receive overnight visitors, a copy of each individuals ID must be presented towards security at the guard house;
- 3.8. Any dispute between Owners and their contractors, labourers, domestic or garden workers shall be settled within the boundaries of the owners' respective properties;

### **4. NOISE**

- 4.1. Residents shall not be permitted to emanate unreasonable noise from their Stands or Premises in any manner whatsoever;
- 4.2. No hooting of any sort is permitted within the Estate or at the guard houses;
- 4.3. The volume of generators, gates, air conditioners, house and car alarm systems, radios, musical instruments, record players, TV sets and home entertainment systems should not be a nuisance to other Residents;
- 4.4. Parties and other social functions are permitted but the volume of noise may not cause an irritation to other Residents and in any event any unreasonable level of noise should cease completely by 22:00, on Sundays through to Thursdays and by 24:00 on Fridays and Saturdays;
- 4.5. The use of powered implements such as drills, grinders, sanding machines, power saws, lawn mowers, bush cutters, weed eaters and the like shall not be permitted on Sundays and public holidays before 08:00 and after 13:00;
- 4.6. Should a noise complaint be lodged against a Resident, security will have the right to warn the Resident to cease any unreasonable level of noise. After the 2<sup>nd</sup> notice from security in this regard is ignored, the SAPS will be contacted to intervene. Penalties may be imposed should warnings be ignored;
- 4.7. The City of Tshwane's Noise Management Policy recommends ambient noise levels for urban residential areas as 55dBA during daytime and 45dBA at night-time. It is not the intention of the WBHOA to regulate these levels, but same will act as a guide in the evaluation of noise disturbing events or machinery when and if required;

## **5. USE OF STANDS**

- 5.1. Stands are to be used exclusively for single family residential purposes and for no other purpose;
- 5.2. No activity or hobby that could cause aggravation, nuisance, disturbance or be a security risk to other Residents shall be permitted on the Property;
- 5.3. No communes shall be permitted;
- 5.4. Residents shall not commit or allow any persons to commit any illegal activities or disorderly conduct on their Stands or on the Open Spaces or do anything that may be disturbing, noxious or of an offensive nature to other Residents;
- 5.5. The moving in or out of furniture for existing or new residents to or from their residence will only be allowed between 08:00 and 20:00 during week days and between 09:00 and 15:00 on weekends, unless prior arrangements to this effect have been made with the Estate Manager. Trucks exceeding nine (9) meters or shipping containers, may not enter at Rio Lane in The Hills, residents must make use of a shuttle service to move furniture back or forth, attention must also be given at Tuscany due to the steep incline at the exit gate;
- 5.6. Eradication of Pests: Residents shall ensure and keep their Stands free of mice, rats, frogs, snakes, hares, cane rats, white ants, termites, borer and other wood destroying insects or any other pests. To this end, Residents shall permit the Directors, the Estate Manager and their duly authorized agents or employees to inspect their Stands if or when necessary and take such action as may be reasonably necessary to eradicate such pests when necessary. The costs of the inspection and eradication of any such pests shall be borne by the Owner/s of the Stand concerned. Residents must also be aware that they live in an eco estate and that some pests may from time to time, make their appearance;
- 5.7. The removal of Bee's shall be done in a professional manner so as not to harm or kill the Bee's in any way;
- 5.8. Residents are not permitted to meddle with any power box, water meter, street light, manhole, fire hydrant, Telkom, storm water system or sewerage system on the property, If need be the resident needs to despatch the local municipality to assist with whatever need is required. Penalties may be imposed onto offenders;

## **6. BUSINESS RIGHTS**

- 6.1. No business or commercial activity of any kind, including guest houses, communes or any office ventures may be conducted on any Stand in the Estate without prior written approval of the Board of Directors;
- 6.2. All applications to conduct business must be submitted in writing to the Board of Directors which will consider only such applications which would be permitted in terms of the Town Planning Scheme and that do not compromise the security or the high quality lifestyle of the Residents of the Estate. The Directors' decision is final and no appeal is possible. Re-application will be considered only in the event of new or additional information being made available by the applicant;

## **7. ADVERTISEMENTS**

- 7.1. No advertisements shall be permitted on any Stand in the Estate;
- 7.2. No canvassing, door to door sales or any type of advertising shall be permitted in the Estate;

## **8. FIRE ARMS, FIREWORKS ETC**

- 8.1. No weapon/s of any description (including firearms, pellet guns, air guns, paint ball guns, potato guns, slingshots, blow darts, bows, crossbows, knives, swords) shall be used or discharged in the open spaces of the Estate, inside the Estate or inside of the WRNV;
- 8.2. No fireworks may be set off on any Property within the Estate or in the WRNV;
- 8.3. No stones or other solid objects may be thrown or propelled on any Open Spaces, roads or the WRNV;

## **9. DAMAGE TO THE PROPERTY OR RESIDENTS PROPERTY**

- 9.1. Any Residents or any members of their family, their tenants, their employees or servants or their relatives, friends, acquaintances, visitors, contractors or any other person/s who enter the Estate causing any damage to any area or anything in or on the Estate shall be liable to make good such damage/s at his/her/their own cost;
- 9.2. Where the WBHOA is obliged to repair any damages to the Estate which has been caused by a Resident or any members of their family, their tenants, their employees or servants or their relatives, friends, acquaintances, visitors, contractors or any other person/s entering the Estate with the consent of the Resident, the repair costs will be levied directly by WBHOA to the Resident concerned;
- 9.3. The WBHOA, its Directors, employees, servants, agents and contractors shall not be held responsible or liable for any damage/s of any type or description which may be caused by fire, water, wind, earth, acts of nature, any third parties, negligence, accidents or otherwise to the exterior and/or boundary walls, the dwelling and gardens on the Owners stand or any type of infrastructure off or on the stand;
- 9.4. Residents must supervise their children and the children of their visitors so as to ensure that no damage is caused to the Estate or any other Resident's property and that children are not a nuisance to other Residents. In particular children may not interfere with the plants, decorations, house numbers, exterior lights, street lights, vehicles or the like on the Estate and properties of other Residents. Should any damages be noted by either the WBHOA, WRNV or a Resident, the Resident who is responsible for the said child or children shall be held liable to make good such damage/s at his/her own cost;

## **10. VACANT STANDS**

- 10.1. Littering and dumping on Stands that are vacant is strictly prohibited;
- 10.2. Owners of Stands that are vacant must keep such Stands clean in order to prevent fires as well as for security reasons;
- 10.3. Policies and procedures regulating the clearing and maintenance of vacant stands may be obtained from the Managing Agent or the Estate Manager. It should however be noted that the WBHOA reserves the right to clean any vacant stand at the Owners expense as regularly as is necessary, should the owner fail to do so after receiving reasonable notice to this effect;
- 10.4. Residents are not allowed to store or dump any type of materials or structures, garden refuse or park any vehicles on any vacant stand, open space, sidewalk or servitude. Penalties shall be imposed;

## **11. GARDENS**

- 11.1. Each Resident shall maintain his Stand in a clean, tidy and presentable condition to the satisfaction of the WBHOA;
- 11.2. No trees, plants or lawns planted by the WBHOA or donated towards the WBHOA on any Open Space or servitude may be removed, disturbed or pruned without the explicit written permission of the WBHOA;
- 11.3. Residents shall maintain their own pavements, paving areas, gardens, bedding areas, lawns, trees, sidewalks, servitudes and driveways to the satisfaction of the WBHOA and shall keep the areas free from weeds or any alien plant species;
- 11.4. The owner is responsible for the removal of his own garden refuse, trimmed tree branches and/or hedges, rubble etc. from his stand;
- 11.5. The placing or dumping of garden refuse on any open space, vacant stand, street, sidewalk, servitude or the WRNV is strictly prohibited. Penalties shall be imposed should the rules be transgressed;
- 11.6. WBHOA gardeners may not work at any residents premises during official WBHOA business hours;
- 11.7. The WBHOA gardeners is only responsible for looking after the WBHOA communal gardens;
- 11.8. The WBHOA Garden Maintenance team is only responsible for cutting the lawn areas on the pavement in front of the resident's premises and the WBHOA communal lawn areas;

## **12. MAINTENANCE AND IMPROVEMENTS**

- 12.1. Each Owner shall maintain and paint, when necessary, the exterior of all house walls and structures on his/her Stand in a presentable manner and shall maintain all gutters and other fixtures in a good working order;
- 12.2. Garden and boundary walls must be maintained and painted when necessary;
- 12.3. Owners shall not place or do anything on his/her Stand, including the construction of balconies, patios, gardens or any screening structure which in the discretion of the WBHOA is aesthetically displeasing or undesirable to the overall appearance of the Estate;
- 12.4. A Resident shall maintain his driveway, gardens, lawns, trees, shrubs, sidewalks, paving areas and swimming pool (where applicable) to the satisfaction of the WBHOA;
- 12.5. An Owner shall ensure that all pipes on the outside of all structures on his/her Stand are screened or camouflaged to the satisfaction of the WBHOA;
- 12.6. Owners are to ensure that all boundary walls, inside and outside, are plastered and painted in a uniform colour - as determined by the ASC. Any face brick walls must be sashed and painted in the same uniform colour as used on the other boundary walls in the Estate;
- 12.7. Repairs to any type of infrastructure, building, gates, gardens, walls or boundary walls damaged by fire, water, wind, earth, acts of nature, accidents, third parties or otherwise shall be completed promptly by the Owner and the cost thereof, for whatsoever reason, will be carried by the owner concerned. Failure to complete any reparations within eight (8) months and/or the removal of debris within a period of one (1) month by the Owner shall be deemed unreasonable;
- 12.8. The architectural guidelines and building rules as set out in **Section 3 and Section 4** of this document shall apply to any repairs, renovations, alterations and additions to buildings on any Stand;
- 12.9. An Owner shall ensure that all irrigation pipes on the outside of all structures on his/her Stand are screened or camouflaged to the satisfaction of the WBHOA;
- 12.10. Garage Doors and Gates must be maintained and painted and/or oiled when necessary. Each Resident shall maintain the exterior of all doors and/or gates on his Stand in a presentable manner and in a good working order;
- 12.11. Any water outlet pipe leading or facing towards the roads of the Estate shall be made to blend in with the aesthetics of the curbing and the road in the neatest way possible to the satisfaction of the WBHOA, whether it is for storm water or a swimming pool outlet pipe;
- 12.12. Owners shall ensure that regular maintenance is done on solar geyser/s, solar panels/pipes, heat pumps, generators and/or air-conditioner/s to ensure that they remain in good working condition and conform to the aesthetics of the Estate;
- 12.13. Owners are responsible for the maintenance and repair of their own boundary/garden walls, on the inside and outside, excluding the following boundary walls that form part of the WBHOA:
  - Outside facing boundary walls at St.11, St.12 and St.13 facing towards Cygnus Str at The Hills.
  - Outside facing boundary walls at St.59, St.60, St.61, St.62, St.63, St.64, St. 79, St.80 and St.81 facing towards Derrick Ave at Tuscany.
  - Outside facing boundary walls at St.84, St.85, St.86, St.116, St.117 and St.118 facing towards Neptune Str at Terraces.
  - Outside facing boundary wall at St.142 facing towards Neptune Str at Pavilions.

## **13. REFUSE**

- 13.1. Residents shall ensure that no household refuse, garden refuse, building rubble or any other waste material is allowed to accumulate on their Stands;

- 13.2. Residents are not permitted to burn any materials or refuse on their Stand, on any Open Spaces or WRNV;
- 13.3. Residents are not permitted to dump any refuse, garden refuse, building rubble or other waste material on any Open Spaces, Sidewalks, Roads, Servitudes or WRNV;
- 13.4. Residents shall not be allowed to put refuse bins out on their pavement earlier than twelve (12) hours before the day of collection thereof;
- 13.5. No refuse bags or bins shall be placed on any Open Spaces or at unsightly places. Bins and refuse bags shall not be placed elsewhere other than on the pavement in front of the Residents' premises;
- 13.6. Residents shall promptly return their refuse bins to their Stands after the refuse has been collected and house such bins out of sight from the Open Spaces;
- 13.7. Residents shall not be allowed to clean their refuse bins in or on the roads of the Estate;
- 13.8. Residents shall at all times comply with and adhere to the Municipality of Tshwane's regulations regarding refuse;
- 13.9. Should a resident place additional refuse bags next to their refuse bins for removal and for whatsoever reason the Municipality of Tshwane doesn't remove the additional refuse bags, the resident shall ensure that these refuse bags are returned to his/her stand promptly or the owner shall arrange their own removal thereof;
- 13.10. Should a resident's additional refuse bag/s that are placed on the road or next to their refuse bin be torn for whatsoever reason, the resident shall be held responsible for the clean-up and removal thereof;

#### **14. GATES, TEMPORARY STRUCTURES, VEHICLES, TRAILERS AND BOATS**

- 14.1. No additional vehicles, vehicles of employees, business vehicles, recreational vehicles, motorbikes, scooters, quads, trailers, boats, caravans or trucks of any kind shall be parked on any Stand, unless it is garaged or out of sight of the Open Spaces and neighbouring Stands;
- 14.2. No additional vehicles, vehicles of employees, business vehicles, recreational vehicles, motorbikes, scooters, quads, trailers, boats, caravans or trucks of any kind shall be parked on any Open Spaces;
- 14.3. No maintenance or repair of any vehicle shall be permitted on the Property unless it is done in an enclosed garage. This restriction will exclude normal washing or cleaning of a vehicle inside an owner's Stand;
- 14.4. Residents are not allowed to wash or clean their vehicles in the roads, servitudes or any Open Spaces;
- 14.5. Garage doors and gates shall be kept closed at all times except during normal operating activities. Attention to noise levels for the garage doors and gates should be kept in mind as not to cause a disturbance to neighbours;
- 14.6. No structure of a temporary nature, including storage sheds, out houses, green houses, Wendy houses, tents, shade nets or any other such buildings may be placed on any Stand without the prior written approval of the WBHOA and ASC;
- 14.7. Residents shall ensure that washing lines and any other structures which are deemed to be an eyesore are kept and/or stored out of the public view and screened from neighbouring Stands;
- 14.8. Residents will only be allowed to hang linen or clothing where it is not visible from Open Spaces or neighbouring Stands;
- 14.9. Jungle gyms or any play structure/s for children exceeding 1.8m from the ground or with a solid base area (Concrete or Wood) or any such structure/s for children that may impose a danger may not be placed on any Stand without the prior written approval of the WBHOA and ASC due to safety and aesthetical purposes. Any such structure/s visible from the road must be Aesthetically screened;

## **15. USE OF MOTOR VEHICLES ON THE PROPERTY**

- 15.1. The maximum speed limit on all roads in the Estate is **25 km/h** and this speed limit shall be strictly adhered to at all times. Speeding, disregarding of stop signs, overtaking on solid lines, reckless driving and any other public traffic offences shall not be tolerated. **Children always enjoy right of way;**
- 15.2. Residents shall ensure that all persons entering the Estate with their consent adhere to all road signs;
- 15.3. Residents may not drive their vehicles in the Estate in any manner that creates a nuisance or is considered by the WBHOA not to be in the interests of safety of others;
- 15.4. Residents may not allow any unlicensed person to drive any type of vehicle or transport in the Estate;
- 15.5. Parents are responsible for the safety of their children who play in the streets of the Estate but motorists must approach children in or near the street with extreme caution;
- 15.6. No hooting of any sort is permitted within the Estate or at the guard houses;
- 15.7. The Estate Manager and Security has the authority to apprehend motorists who disregard the speed limit or disobey the road signs and rules relating to the use of motor vehicles in the Estate. Such offenders will be reported to the Board of Directors for any further action that may be considered by the Board of Directors;
- 15.8. Parking in the streets, open spaces, vacant stand/s, in front of residence gates, in front of any municipal services or on the park areas of the Estate and WRNV is prohibited;
- 15.9. No additional vehicles, vehicles of employees, business vehicles, recreational vehicles, motorbikes, scooters, quads, trailers, boats, caravans or trucks of any kind shall be parked in the streets, open spaces, vacant stands, park areas, sidewalks, cul-de-sac's or on visitor parking areas for longer than two (2) consecutive days;
- 15.10. The WBHOA may cause any vehicle/s to be removed or towed away, at the risk and expense of the owner of that vehicle standing or abandoned in the Estate in contravention of these rules;
- 15.11. Parking of vehicles in the Property is subject to the express condition that every vehicle is parked at the owner's own risk and responsibility and that no liability shall be attached to the WBHOA or its employees, agents or any of their employees or contractors for any loss, theft or damage/s of whatever nature that the owner or any person may suffer as a result of his vehicle having been parked in the Estate. Should a case be brought forward regarding any loss, theft or damage, such case will be attended to by the owner of the said vehicle in his/her personal capacity and at the owner's expense;

## **16. ACCESS CONTROL TO THE PROPERTY**

- 16.1. The policy and procedures regulating access to the Estate is regulated by the Board of Directors and details can be obtained from the Managing Agent. Residents and any other person/s entering the Estate with the Resident's consent, including their visitors, family, domestic workers, gardeners and Contractors, shall treat the security personnel in a co-operative and respectful manner. No outbursts, swearing, misbehaviour or any form of verbal abuse towards security personnel will be tolerated;
- 16.2. Owners, residents, their families, visitors, contractors, sub-contractors, suppliers, agents, employees, tenants, guests, domestic workers and gardeners as well as any other persons entering the Estate for whatsoever reason will under no circumstances be allowed to tailgate at the guard houses. Should any damages occur at the guard house due to tailgating, the relevant owner will be held responsible for such repairs and any costs that may arise. The WBHOA reserves the right to attend to any repairs and the costs thereof will be debited to the responsible owner's levy account;
- 16.3. Access will immediately be given to the Sheriff of the Court or any other official entering the Estate for purposes of service of official legal notices or collections, of any kind whatsoever. Access will also be given to Tshwane, SAPS, Telkom or other Municipal employees although, such employees shall be accompanied by WBHOA security personnel. Security may not withhold entry onto municipal grounds and therefor will grant access with or without notifying a resident and/or without the resident's approval or consent;



- 16.4. In the case of an emergency, security will grant immediate access to the Police, Medical services, Fire brigade, Municipal bodies and Armed Reaction Companies;
- 16.5. Residents will only gain access to the Estate by means of getting their fingerprints programmed at the designated guard houses or by obtaining an access card. Should a resident's fingerprint not be programmed, security will call the particular resident to enable the resident to grant access for himself by pressing "8" or "9" on any phone, depending on the boom gate being utilised by the resident. The programming of resident/s fingerprints will be done during the official business hours of the WBHOA;
- 16.6. Security may under no circumstances grant access to any resident/s, their domestic or garden worker/s, their visitors, labourers or contractors, who do not comply with the WBHOA rules of access;
- 16.7. No Resident may issue instructions to or make any demands on WBHOA security personnel in his/her personal capacity, if such instructions and/or demands do not conform with the WBHOA rules of access;
- 16.8. Access cards (New or Lost) may be ordered from the Managing Agent at the cost prescribed from time to time. Upon order the resident must complete and submit the application form which can be obtained from the Managing Agent or from the WBHOA website. The proof of payment per card must be supplied to the Managing Agent before any access card will be issued by the WBHOA. Note that the access card expense might be adjusted from time to time without notification;
- 16.9. Residents having a social function or family gathering in excess of 6 or more cars must arrange access with the Estate Manager and security at least one (1) day prior to the function or gathering. Residents must supply security with a list of the visitors/guests expected to be entering the Estate. Unlisted visitors/guests will not be granted access by Security and the resident will be expected to grant access by him/herself by pressing "8" or "9" on any phone, depending on the boom gate being utilised by the visitors/guests;
- 16.10. The following rules and procedures relate to visitors/guests entering the Estate:
- The guard houses have a list of the names and stand numbers of all the Residents;
  - Visitors/guests entering the Estate must complete the visitor's book in full. The security guard will check the registration number of the vehicle and ensure that the Stand number and Resident's details correspond with the list referred to above;
  - The security guard will contact the Resident to obtain his/her permission for the visitor to enter the Estate, upon which the resident must confirm the entry by pressing "9" on any phone to grant the access. Access will only be granted if the Resident permits the access;
  - The visitor will not be granted entry if permission cannot be obtained from the Resident; and
  - Residents must report any suspicious actions or people to the Estate Manager or the security guards;
- 16.11. The following procedures apply for the granting of temporary access to non-residents while owners are away on holiday, business etc. and there is a need for a non-resident to house sit or look after pets:
- Residents to complete the application form/s well in advance of their being away on holiday, business etc. and email the form to the Managing Agent;
  - The Management Agent will email the application form/s to the Estate Manager;
  - The Estate Manager will give the application form/s to the Security Manager of the security firm;
  - The non-resident must complete the visitor's book in full and show his/her ID to the security guard/s;
  - The non-resident will not be granted entry if he/she is unable to provide positive identification;
  - At the end of the temporary access period the application form/s will be returned to the Managing Agent for filing;
  - Alternatively, non-residents fingerprints with the permission of the owner can be loaded at the desired guard house depending on the length of the temporary access to the Estate;
  - Note that non-resident fingerprints will not be loaded during the December Builders holiday (Normally From 15 December Till 5 January) period. Please arrange appointments prior to your departure;

## **17. OPEN SPACES INCLUDING PARKS**

- 17.1. No major gathering or parties may be held on any of the Open Spaces of the Estate or within the WRNV without the prior written consent of the Directors of WBHOA;
- 17.2. No fires may be made on any of the Open Spaces or within the WRNV;
- 17.3. No vehicles, motorbikes, motorized scooters, quads may be driven on the roads or pavements of the park areas of the Estate or inside the WRNV;
- 17.4. Residents must supervise their children and the children of their visitors so as to ensure that no damage is caused to the Estate or any other Resident's property and that children are not a nuisance to other Residents. In particular children may not interfere with the plants, decorations, house numbers, exterior lights, street lights, vehicles or the like on the Estate and properties of other Residents. Should any damages be noted by either the WBHOA, WRNV or a Resident, the Resident who is responsible for the said child or children shall be held liable to make good such damage/s at his/her own cost;

## **18. BUILDING/CONSTRUCTION/ALTERATION WORK**

The rules relating to building/construction work on any Stand in the Estate are set out in **Section 3 and Section 4**. The primary intention of the rules is to ensure that all building activity and/or alterations in the Estate occur with the least possible disruption to Residents, while at the same time maintaining optimum security levels;

## **19. ARCHITECTURAL GUIDELINES**

- 19.1. The architectural guidelines are set by the Aesthetics Sub Committee ("ASC") whose members are appointed by the Board of Directors from time to time. The guidelines set out in **Section 4**;
- 19.2. The Aesthetics Sub Committee ("ASC") has the right to amend and supplement the guidelines, as the case may be, from time to time;
- 19.3. The role of the guidelines is to establish the intent for design and development of the Waterkloof Boulevard Estate and provide the framework within which development and building applications can be evaluated;
- 19.4. Floodlights and CCTV Cameras shall be installed or placed in such a manner as not to interfere or cause discomfort with or to any neighbouring stand;

## **20. PROPERTY TRANSACTIONS**

- 20.1. All property transactions are governed by rules set by the Board of Directors. The rules are set out in **Section 5**;
- 20.2. Owners should note that only Accredited Agencies/Agents shall be allowed to operate within the Estates of the Waterkloof Boulevard HOA. Should a Non-Accredited Agent be used, all fee's and penalties payable will be collected by the Managing Agent;

## 21. FINES AND PENALTIES

As per **Section 1 – 3.13** all provisions not adhered to, whether indicated as carrying a penalty or not, will be subject to a fine of at least R150.00 and all charges will be debited towards the said owner's levy account. The WBHOA has the right to introduce and enforce payment of fines and/or penalties against transgressors of any of the rules and regulations contained in this document or its annexures or amendments.

### 21.1. Building/Alteration Sites And Contractors – Transgressions/Offences Penalty

- 21.1.1. Building/Alteration site not screened off with green shade netting – R 500.00 + R 150.00 p/day until screened
- 21.1.2. Urinating in public – R 500.00
- 21.1.3. Fire on building site – R 500.00
- 21.1.4. Fire on Open Space or inside the WRNV – R 3000.00
- 21.1.5. Non-registered worker/Illegal immigrant on Property – R 750.00 p/worker
- 21.1.6. Rubble lying on street or open space – R 500.00 + R 150.00 p/day until compliance
- 21.1.7. Worker/s on-site after hours – R 1 000.00 per offence
- 21.1.8. Flush and cleaning of concrete truck on Vacant Stands, Open Spaces or building stand – R 5000.00
- 21.1.9. Not driving on dedicated roads – R 500.00
- 21.1.10. Building equipment stored on open Stands or open areas – R 500.00 + R 150.00 p/day
- 21.1.11. Contractor's stationary vehicle/s parked on any Open Spaces or Vacant stands for a day or more – R 500.00 + R 100.00 p/day
- 21.1.12. Contractor vehicle repairs being performed in the Estate – R 500.00 p/vehicle
- 21.1.13. Workers found wandering or walking in the Estate and/or loitering, i.e. not at their sites – R 300.00 per worker
- 21.1.14. Workers found littering – R 150.00 p/worker
- 21.1.15. Any equipment utilized on any of the roads in the Estate not equipped with rubber tyres – R 5000.00
- 21.1.16. Workers found using alcohol, drugs or any other Intoxicating substances in the Estate – R 1000.00
- 21.1.17. Damage to paving, kerbs, light poles, plants, neighbouring Stands – Cost of repairs, plus 50% admin fee
- 21.1.18. Cleaning or repairs of roads/paving after concrete spillage or oil spillage – Cost of repairs, plus 50% admin fee
- 21.1.19. Disturbance in or removal of any Fauna and/or Flora from the Estate or the WRNV – R 500.00
- 21.1.20. Contractors display and notice board non-compliance – R 500.00 + R 150.00 p/day
- 21.1.21. Illegal Electricity/Water connection – R 5000.00 + R 150.00 p/day
- 21.1.22. No toilet / non-functional toilet – R 150.00 p/day
- 21.1.23. Toilet door not secured with a lock – R 200.00 p/day
- 21.1.24. Cleanliness on site lacking including the screening – R 100.00 p/day
- 21.1.25. Unneat or untidy building/alteration site during the December builders holiday period – R 2000.00
- 21.1.26. Unsafe building/alteration site – R 1000.00 + R 250.00 p/day
- 21.1.27. Speeding, ignoring stop signs, overtake on solid line, reckless driving, unlicensed vehicle and all traffic violations – R 500.00
- 21.1.28. Non-compliance with WBHOA rules of access– R 300.00
- 21.1.29. Contractors egress in respect of the contractor working hour restrictions – R 250.00 p/contractor
- 21.1.30. Meddling at power box, water meter, street light, manhole, fire hydrant or sewerage system – R 500.00
- 21.1.31. Unreasonable or excessive noise levels – R 3000.00
- 21.1.32. Dumping anywhere in the Estate – R 5000.00
- 21.1.33. Removal of building/alteration rubble – R 8000.00 + R800.00 per each load removed
- 21.1.34. Storage Container door not secured with a lock – R 200.00 p/day
- 21.1.35. Concrete Truck without a spill sock fixed at the back entering the Estate – R 1000.00 p/truck
- 21.1.36. Contractor tailgating at the guard house – R 300.00 + Cost of repairs and 50% admin fee if damages occur
- 21.1.37. Damage to any property of residents or the WBHOA or WBHOA employees – Cost of repairs, plus 50% admin fee
- 21.1.38. Illegal construction/alteration activities – R 5000.00 + R150 p/day
- 21.1.39. Illegal alteration activities not approved or necessary deposits paid – R 5000.00 + R 150 p/day
- 21.1.40. Illegal occupation – R 5000.00 + R 250 p/day

NB: THIS LIST IS NOT EXHAUSTIVE AND THE BOARD OF DIRECTORS IN THEIR SOLE DISCRETION MAY ISSUE A FINE/PENALTY FOR ANY CAUSE THAT TRANSGRESSES THE RULES & REGULATIONS OF THE WBHOA.

## 21.2. **Residents – Transgressions/Offences Penalty**

- 21.2.1. Burning of any type of refuse at a stand – R 500.00
- 21.2.2. Garden refuse placed on the street, open space, servitude, vacant stand or WRNV – R 800.00 + R 500.00 per each load removed by the WBHOA
- 21.2.3. Removal of building/alteration rubble – R 5000.00 + R800.00 per each load removed by the WBHOA
- 21.2.4. Speeding, ignoring stop signs, overtake on solid line, reckless driving, unlicensed vehicle and all traffic violations – R 500.00
- 21.2.5. Pets dirty or foul on open spaces, servitudes or WRNV and not cleaned up by the owner – R 150.00
- 21.2.6. Owners throwing away pet excrements onto any open space, servitude or WRNV – R 300.00
- 21.2.7. Dog/s not on a leash – R 200.00 p/dog
- 21.2.8. Swearing and misbehaviour towards security personnel or WBHOA employees – R 500.00
- 21.2.9. Unreasonable or excessive noise levels of any kind – R 3000.00
- 21.2.10. Running a business from a stand or use a stand for commercial activity – R 5000.00 + R 200.00 p/day until compliance
- 21.2.11. Ignoring official letters sent from the managing agent as from the 3<sup>rd</sup> letter – R 150.00 p/day until compliance
- 21.2.12. Taking out refuse bins too early or leaving refuse bins at the road after emptying – R 200.00 p/bin
- 21.2.13. Cleaning of refuse bins in or on the roads of the property – R 200.00 p/bin
- 21.2.14. Refuse bags torn in the road or refuse in the road – R 300.00
- 21.2.15. Hanging of linen, washing or clothing where it is visible or to be an eyesore for residents – R 500.00
- 21.2.16. Parking of vehicles, business vehicles, recreational vehicles, motorbikes, scooters, quads, trailers, boats, caravans or trucks onto any open space, vacant stand, servitude, municipal service, sidewalk, cul-de-sac or visitor parking for longer than 2 days – R 150.00 p/day, per vehicle listed until removed
- 21.2.17. Damage to paving, kerbs, light poles, plants, neighbouring Stands – Cost of repairs, plus 50% admin fee
- 21.2.18. Shooting of anytime type of fire arm or using any type of weapon – R 500.00
- 21.2.19. Setting off Fireworks – R 5000.00
- 21.2.20. Fire on Open Space or inside the WRNV – R 5000.00
- 21.2.21. Disturbance in or removal of any Fauna and/or Flora from the Estate or from the WRNV – R 500.00
- 21.2.22. Meddling at power box, water meter, street light, manhole, fire hydrant, storm water system or sewerage system – R500.00
- 21.2.23. WBHOA gardener/s working at residents premises during official WBHOA business hours – R500.00
- 21.2.24. Domestic or garden worker without valid WBHOA identification tag – R 150.00 p/worker
- 21.2.25. Domestic visitor/s overnighing at a stand without an owner's consent– R 400.00 p/night per visitor
- 21.2.26. Neglecting maintenance to solar equipment, generators and/or gates – R 300.00
- 21.2.27. Storage of building materials, rubble, structures or vehicles on vacant stands or open spaces – R 150.00 p/day until removed
- 21.2.28. Removal of trees, plants or lawns from the WBHOA – R 500.00
- 21.2.29. Refuse accumulating on stand – R 500.00
- 21.2.30. Temporary structure on stand – R 1000.00 + R 100.00 p/day until removal
- 21.2.31. Making use of a non-accredited Estate Agent – R 2000.00 + Accreditation and penalties fees
- 21.2.32. Lost Access Card – R 500.00 + Application for a new Access Card
- 21.2.33. Resident tailgating at the guard house – R 300.00 + Cost of repairs and 50% admin fee if damages occur
- 21.2.34. Damage to any property of residents or the WBHOA or WBHOA employees – Cost of repairs, plus 50% admin fee
- 21.2.35. Dumping or littering on any vacant stand, open space, servitude, the WRNV or anywhere in the Estate – R 5000.00

NB: THIS LIST IS NOT EXHAUSTIVE AND THE BOARD OF DIRECTORS IN THEIR SOLE DISCRETION MAY ISSUE A FINE/PENALTY FOR ANY CAUSE THAT TRANSGRESSES THE RULES & REGULATIONS OF THE WBHOA.

## **22. LEVIES**

- 22.1. The Directors may from time to time determine the levies payable by Members for the purpose of meeting all the WBHOA expenses, or such expenses as the Directors reasonably anticipate, the WBHOA will reasonably incur in the attainment of its objectives or the pursuit of its business. Members will be reasonably notified of any levies so determined; provided that the Directors may not increase the levy payable by the Members by 15% (fifteen percent) or more in any given financial year, without the prior approval of the Members at an Annual General Meeting. Directors shall determine the increase in levies in their sole discretion;
- 22.2. Standard monthly levies are payable in advance on the first (1<sup>st</sup>) day of each month in respect of each Stand in the Estate. Any Stands consolidated by Owners on or after 1 January 2009 will attract a double levy in the case of two (2) Stands being consolidated and a triple levy in the case of three (3) Stands being consolidated. Where more than three (3) Stands have been consolidated the monthly levy will be determined by the Board of Directors acting in their sole discretion;
- 22.3. A discount will be given where levies are paid by monthly debit order;
- 22.4. Triple levies are payable on all vacant stands until such time as building operations commence on the stand;
- 22.5. When building operations commence on a vacant stand, levies payable will revert to single levies for a period of twelve (12) months from date of commencement of building operations. Should the occupation certificate for the building not be issued within the aforesaid twelve (12) month period, the levies will revert to triple levies. In the event that the cause of the delay is solely on the part of the municipality, the Owner may lodge an application for an extension of the single-levy billing period with the ASC for their consideration;
- 22.6. In the event of an owner effecting alterations to the exterior of an existing building, such alterations shall be completed within a period of eight (8) months from date of commencement, failing which, the levies payable will revert to triple levies until date of completion of the alterations;
- 22.7. Special Levies may be imposed on members by the Directors from time to time for purposes of meeting the objectives of the WBHOA and/or WRNV. Directors shall determine the terms of payment of such special levies in their sole discretion;
- 22.8. Where levies and any other amounts are not fully paid by the fourth (4<sup>th</sup>) of the month a letter will be sent by the Managing Agent to the Owner informing him of his breach of the rules of the WBHOA with regard to the payment of levies. The cost of the letter will be charged to the Owner's levy account. In the event of non-payment, the matter will be handed over to WBHOA appointed attorneys for collection. The attorneys will act exclusively as debt collectors and will charge in accordance with the tariffs prescribed by the Debt Collectors Act. In the event of a dispute the burden of proof will lie with the Owner to prove that he did in fact pay the levy and/or any other outstanding amounts before the fourth of the month and that such payment was received by the WBHOA by that date. The Directors encourage all Owners to use the debit order system to pay their levies to the WBHOA as this will ensure that payments are received timeously and will prevent Owners from having to incur unnecessary costs in the event of late payment;

## **23. CONTACT DETAILS OF THE MANAGING AGENT**

Tel: 012 001 9000 / Fax: 086 502 9999

E-Mail: [pretor@pretor.co.za](mailto:pretor@pretor.co.za)

## **CONTACT DETAILS OF THE ESTATE MANAGER**

Tel: 072 639 2216

E-Mail: [securitywaterkloofb@gmail.com](mailto:securitywaterkloofb@gmail.com)

## **24. SECURITY**

- 24.1. "Security" will be the security firm and their employees appointed by the WBHOA from time to time;
- 24.2. The policy and procedures regulating access to the Estate is regulated by the Board of Directors and details can be obtained from the Managing Agent. Residents and any other person/s entering the Estate with the Resident's consent, including their visitors, family, domestic workers, gardeners and Contractors; shall treat the security personnel in a co-operative and respectful manner. No outbursts, swearing, misbehaviour or any form of verbal abuse towards security personnel will be tolerated;
- 24.3. Security and the Estate Manager reserve the right at any time, should they deem it necessary, to perform a search of any vehicle whether it is a resident, visitor or contractor, as well as the search of any labourer, domestic and garden worker of any resident;
- 24.4. Residents are urged to attend to activated alarm systems as quickly as possible, so as to inform security of a possible threat or to disarm the system so that the alarm doesn't cause false pretences or noise disturbances;
- 24.5. Security will be allowed to receive or keep parcels or mail for residents at the designated guard house but the risk and responsibility of the parcels or mail will remain that of the resident. Although all efforts are being made to ensure the safeguard of any parcels or mail, residents will indemnify WBHOA employees, security and contractors against any loss, theft or damages;
- 24.6. No Resident may issue instructions to or make any demands on WBHOA security personnel in his/her personal capacity, if such instructions and/or demands do not conform with the WBHOA rules of access;
- 24.7. The WBHOA is bound to technology and electricity on the Access Control Systems, Intercom Units, Boom Gates, Gate Motors, CCTV Cameras and Electric Fences. Residents will indemnify the WBHOA, its employees, security and contractors in the case of a system outage, system failure, a damaged system or in the case where maintenance or repairs are being performed.
- 24.8. Please take note of the following safety measures:
- That all windows are closed and locked, especially the ground floor areas.
  - That all doors are closed and locked, especially the ground floor areas.
  - That all valuables are kept out of sight or alternatively be locked away.
  - That all vehicles that are parked in driveways, parking bays/areas or outside of the residence are locked and that all valuables (e.g. Laptops, Cellphones, Tablets, iPod's, Credit Cards, Wallets, Handbags, Firearms, GPS Navigators, House Keys, Important Documentation etc.) are removed from the vehicles or kept out of sight.
  - That Electric Fence Systems are used, armed and in a working condition.
  - That Alarm Systems are used, armed and in a working condition.
  - That there is sufficient light outside of the residence.
  - Install motion sensor lights around the outside of the premises to draw attention towards movement around the premises.
  - Be vigilant at all times in the Estate and report any suspicious activities directly to the Estate Manager, Security and Managing Agent.
  - Although all efforts are being made by the WBHOA to secure its residents, the security systems, security measures and procedures and the appointed security firm are merely a deterrent towards or against any criminal activity.
  - Residents are ultimately responsible for their own safety and belongings.

## **25. DISPUTES**

- 25.1. The WBHOA is directed by a non-executive Board of Directors and will not intervene in any type of disputes between neighbours or residents. Such disputes must be resolved between residents/neighbours themselves in their personal capacities;
- 25.2. Any annoyance or aggravation by or complaint against any animal or pet of a Resident, must be dealt with directly with such resident and the parties concerned should settle the matter between themselves;

## **SECTION 3 RULES AND REGULATIONS IN REGARD TO BUILDING/CONSTRUCTION/ALTERATION WORK**

### **1. INTRODUCTION**

The WBHOA, has adopted certain rules, , relating to building activities on any Stand. The primary intention of the provisions hereunder is to ensure that all building, repair or alteration activities on any Stand occur with the least possible disruption to Residents, while at the same time **maintaining optimum security levels**. In the event of uncertainty, Owners and/or their Contractors are welcome to contact the Estate Manager or the Managing Agent;

### **2. LEGAL STATUS**

- 2.1. The conditions governing building/alteration activities set out in this document are rules adopted by the WBHOA and are therefore binding on all Owners, their Contractors and sub-contractors. Furthermore, all Owners are obliged to ensure that their Contractors, sub-contractors and professional consultants are made aware of the conditions and comply strictly with them. Owners are therefore required to include these conditions in any contract concluded with their Contractors in respect of any building/alteration work to be undertaken on their properties. The WBHOA has the right to suspend any building activity due to contravention of any of the conditions herein and the WBHOA accepts no liability whatsoever for any losses or damages sustained by an Owner, Resident, Contractor or sub-contractor, professional consultant, adviser or whatever status the person may possess, as a result thereof;
- 2.2. The rules, procedures and codes of the conduct contained herein are not negotiable and will be enforced by the Board of Directors. No exceptions or compromises will be made.. All Owners must ensure that their Contractors and sub-contractors are made aware of the rules and regulations and comply therewith;
- 2.3. All Owners shall ensure that their Contractors are registered with the WBHOA. Forms are available from the Managing Agent on request or from the WBHOA website and must be completed. No construction shall be allowed to commence before such registration has been finalised and full payment of all the building and pavement deposits as well as administration fees has been made.as well as a fully signed set of the Rules and Regulations;
- 2.4. All Owners shall ensure that their architects are registered with the South African Council for Architectural Professionals (SACAP). Applications for dwellings in excess of 500m<sup>2</sup> requires the appointment of a Professional Architect;
- 2.5. All Owners shall ensure that their builders are registered with the National Home Builders Registration Council (NHBRC);
- 2.6. Contractors, workers, sub-contractors, professional consultants, or any adviser, visitor or person associated with the building/alteration operations, found to be in breach of the provisions contained herein, shall be barred from entering the Estate;
- 2.7. Contravention of the provisions contained herein shall incur penalties and administrative fees for the recovery of same, which amounts will be levied to the owner's levy account;
- 2.8. Each owner shall, upon submitting his/her building/alteration plans to the WBHOA Architect and ASC, also submit signed documentation and comments from his/her direct and/or indirect neighbours, should such building/alterations impact on the said neighbours in any way. Owners may contact their neighbours via Email regarding their building/alteration plans. Should an owner not receive a response from the neighbour/s within fourteen (14) days from the date of documentation/email sent, it will be deemed that such neighbour has no objection to the building/alteration plans for the aforementioned stand. It shall be noted that under no circumstances will a neighbour have the right to approve or consent to the building/alteration plans, only comments will be noted;

### **3. SITE PREPARATION**

- 3.1. Prior to any construction and/or alteration being allowed to commence, the Stand shall be screened with green coloured shade netting on all sides with street frontage, to the satisfaction of the WBHOA. The Owner shall be liable for the costs of such screening. (As alternative the Owner can build his boundary walls first before commencing with the house);

**Note: No construction and/or alteration may commence unless:**

- The stand is screened on the perimeters by means of the green coloured shade netting to ensure privacy, safety and security;
- The water connection is installed on the Stand;
- A temporary connection to the main sewerage system for the use of toilet facilities on the Stand has been installed in a position as approved by the Estate Manager. (Entrance to the toilet must be screened);
- The building, pavement and administrative deposits have been paid to the Managing Agent. (See hereunder);
- All outstanding levies are paid in full;
- Plans have been approved by the appointed Estate Architect, the Architectural Committee and the Municipality (stamps on plans);

### **4. GENERAL**

- 4.1. An Owner acting as "Own Builder" will be classified and regarded as a Contractor and his activities shall be governed by these rules and regulations until all building/alteration activities have been completed, (whether or not the Owner makes use of part-time or full time building Contractors). Owners are not allowed to "abuse" their status as homeowners to complete any form of building/alteration activity during times when construction is not allowed. No exceptions shall be made in this regard;
- 4.2. Vacant stands must be cleaned on a regular basis to the satisfaction of the WBHOA, which shall include keeping all the grass cut shorter than 20cm and the eradication of alien plant species. If the Owner fails to do so, the Stand will be cleaned by the WBHOA, at the expense of the Owner, which expenses shall be added to the monthly levy account of the Owner;
- 4.3. Existing trees and grass, not interfering with the proposed foundations and/or structures, should not be damaged;
- 4.4. No building may be erected or altered (externally) without the approval from the WBHOA and ASC;
- 4.5. The Owner shall formally apply for approval of plans in accordance with the regulations prescribed by the WBHOA and ASC;
- 4.6. No application shall be considered if the Owner has any arrear levies, penalties or any other monies payable to the WBHOA;
- 4.7. Approval of plans by the WBHOA does not in any way absolve the Owner from any legal requirements pertaining to building/alteration work on the Property;
- 4.8. No applications for rezoning, subdivision, consolidation or any other change of land use shall be made without the prior written consent of the WBHOA;
- 4.9. All building plans, including those pertaining to tennis courts, trampolines, swimming pools, jacuzzis, solar geysers, solar panels, heat pumps, air-conditioners, generators, alterations and additions must be approved by the WBHOA and the Municipality, before the commencement of any building/alteration work;



- 4.10. Any damage caused to any Property or structures in the Estate by any Owner, Contractor, sub-contractor or supplier shall be repaired by the Owner and/or the Contractor to the satisfaction of the WBHOA. Failure on the part of any Owner to ensure such repair or make good such damage, shall entitle the WBHOA to affect such repairs and debit the levy account of the Owner with the costs thereof plus such administration costs as may be incurred by the WBHOA. In addition and without prejudice to any other right or remedies available to the WBHOA, the building/alteration work may be suspended and access to the Estate denied by the Estate Manager and/or security;
- 4.11. The WBHOA reserves the right to introduce such further rules as may be required from time to time in respect of any building/alteration activities or supply of any products or services on the Property. Such rules shall also be binding on all Owners, Contractors, sub-contractors, suppliers and labourers operating on the Property;
- 4.12. No Owner or Contractor shall be allowed to start construction, digging of foundations, earthmoving and/or the cleaning/preparation of the Stand, before the Owner has completed the Contractor's and Sub-contractor's form and supplied a full signed set of the Rules and Regulations, which can be obtained from the Managing Agent or from the WBHOA website. A copy thereof, signed by the Owner and the Contractor and sub-contractors and/or projects managers must be handed to the Managing Agent for registration purposes;
- 4.13. No brickwork shall be allowed after the completion of the raft/foundation before all rocks and rubble dumped on any adjacent Stand or Open Space in the Estate have been removed and the Managing Agent has issued a clearance certificate verifying such removal;

## **5. REGISTRATION**

- 5.1. All Owners shall ensure that their Contractors, project managers, sub-contractors or suppliers of services are registered with the WBHOA. Application for registration is done by filling out an application form to be submitted to the Managing Agent for approval;
- 5.2. Contractors shall make application to the Managing Agent before any building/construction/alteration shall be allowed to commence. Contractors' workers' ID documents shall be handed in at the entrance gate on arrival and returned when the Contractor and his workers leave the Estate, on a daily basis;
- 5.3. The Main building contractor must sign a full copy of the Rules and Regulations of the WBHOA and hand it in at the relevant guard house for the Managing Agents attention;

## **6. BUILDING OPERATIONS**

- 6.1. No building/alteration operations shall be allowed on Sundays, Public Holidays or during the December builders holiday period under any circumstances;
- 6.2. Triple levies are payable on all vacant stands until such time as building operations commence on the stand;
- 6.3. When building operations commence on a vacant stand, levies payable will revert to single levies for a period of twelve (12) months from date of commencement of building operations. Should the occupation certificate for the building not be issued within the aforesaid twelve (12) month period, the levies will revert to triple levies. In the event that the cause of the delay is solely on the part of the municipality, the Owner may lodge an application for an extension of the single-levy billing period with the ASC for their consideration;
- 6.4. In the event of an owner effecting alterations to the exterior of an existing building, such alterations shall be completed within a period of eight (8) months from date of commencement, failing which, the levies payable will revert to triple levies until date of completion of the alterations;

## **7. SPECIAL LEVIES (VAT INCLUSIVE)**

Special Levies may be levied on Stands as proposed by the Board of Directors from time to time to meet the objectives of the WBHOA;

## **8. BUILDING LEVIES (VAT INCLUSIVE)**

- 8.1. All architectural drawings/plans shall be submitted to the WBHOA for approval before submitting the plans at the Municipality;
- 8.2. Plan scrutiny fees for first submission and subsequent submissions are payable by Owners as may be determined by the Board of Directors of the WBHOA from time to time;
- 8.3. Scrutiny fee for extensions/additions/alterations to existing homes are payable by Owners as may be determined by the Board of Directors of the WBHOA from time to time;
- 8.4. In addition, the following amounts are payable by Owners to the WBHOA prior to the commencement of building activities (Note that the below expenses might be adjusted from time to time without notification):
  - Non-Refundable Road Levy – R 1 000
  - Refundable Pavement Deposit – R 2 500
  - Refundable Building/Contractor's Deposit – R 5 000
  - Non-Refundable Administration Fee – R 1 000
  - Non-Refundable Plans, Scrutiny And Inspection Fees – R 3 760
- 8.5. No building equipment, materials, building rubble or refuse may be dumped or stored on any adjacent Stand or any Open Space or anywhere else in the Estate under any circumstances whatsoever;
- 8.6. The refundable pavement deposit shall be applied by the WBHOA (and not refunded to the Owner) in the event of there being a breach or failure to remove rubble or make good any damage caused by the Contractor or sub-contractors/suppliers, and shall include paving, kerbing, landscaping, community services, roads, security equipment, irrigation etc. and for any outstanding spot fines. In the event that the pavement deposit is insufficient to cover the actual costs incurred by the WBHOA to repair such damages then the Owner will be liable for the shortfall;
- 8.7. The WBHOA reserves the right to refuse occupation of any house on the Property if the rules and regulations aren't fully adhered with;
- 8.8. Any deviations from approved plans and the erection of all structures (including solar geysers, solar panels, solar water heaters, heat pumps, air-conditioners, generators, water tanks, Jo-Jo tanks, awnings and covered patio structures) requires WBHOA and Local Authority approval prior to construction;

## **8.9. Evaluation procedure is as follows:**

Successful completion of construction projects will require and include the following:

- Submit copy of SDP and/or Building Plan after Local Authority approval
- Issue of Final Clearance by the WBHOA
- Issue of Occupation Certificate by the Local Authority

The Pavement Deposit and Building/Contractor's Deposit will only be refunded after final inspection if an owner has built according to plan, has cleared the stand and pavements from rubble and refuse, cleaned any or all cement and oil spillage on the roads has complied with all stipulations from the designated Estate Architect, and has not damaged the pavement in any way;

### **Evaluation Fees**

Evaluation fees for New applications and Additions / Alterations are payable by Owners as may be determined by the Board of Directors of the WBHOA from time to time.

### **Application Evaluation Process:**

The Application Evaluation Process will be structured in future as follows:

#### **Stage 1 (Application Evaluation)**

- Owner arranges for "Levy Clearance" from the Managing Agent
- ,Owner submits application to the Estate Architect for evaluation
- The Estate Architect conducts evaluation and issues Recommendation to WBHOA ASC Evaluation Committee
- WBHOA ASC Evaluation Committee issues WBHOA Approval

#### **Stage 2 (Local Authority Approval)**

- Owner submits SDP and/or Building Plan to the Local Authority for approval
- Owner submits copy of approved SDP and/or Building Plan to HOA

#### **Stage 3 (Construction and Inspections)**

- Owner pays the necessary building/contractor, pavement and administration fees
- Owner registers appointed Contractor with the Estate Manager and Managing Agent
- Owner commences with construction on site (see WBHOA Rules and Regulations)
- Owner arranges with the Estate Architect for HOA inspections:
- Foundation
- Ground Floor Slab
- 1<sup>st</sup> And 2<sup>nd</sup> Floor, Wall Plate/Roof
- Final

Inspection Fees are payable by Owners as may be determined by the Board of Directors of the WBHOA from time to time;

Owner arranges for Local Authority Inspections as/when required (no charge);

Access to properties must be permitted by the residents with full co-operation and/or assistance to the WBHOA representative or appointed competent person to perform the appropriate inspection/s to establish compliance to all Rules and/or to perform maintenance work. Such inspection will be arranged by appointment in cases where the residence is already occupied;

#### **Stage 4 (Completion and Occupation)**

- Applicant applies for WBHOA Final Clearance
- WBHOA conducts inspection and issues Final Clearance in consultation with the Estate Architect
- Applicant applies to Local Authority for issuing of Occupation Certificate
- Applicant submits Occupation Certificate to the WBHOA
- WBHOA refunds the Pavement and Building/Contractor's Deposits, if applicable
- Occupation

#### **The services of the Estate Architect can also be contracted for the following additional services:**

- Dispute Resolution/Mediation
- Non-Compliance Consultation
- Additional Consultation Services

## 9. SITE ACCESS AND EXIT

- 9.1. All staff - permanent or temporary - of Contractors or sub-contractors shall have valid ID-documents or driver's licenses that shall be left at the guard house of the applicable Estate upon entry and shall be returned upon departure (Only the Contractor signs in the access book);
- 9.2. The Contractor shall ensure that all workers hand in their ID-documents at the guard house upon their arrival;
- 9.3. No Contractor may issue to or make any demands on WBHOA security personnel in his/her personal capacity, if such instructions and/or demands do not conform with the WBHOA rules of access;
- 9.4. Labourers must enter and exit through the gates one at a time on foot and not on or in vehicles. Labourers are not permitted to loiter in the Estate and all their movements within the Estate, such as the need to go to shops to purchase food, shall only be made by means of transport by the Contractor;

### **Contractors Work Hours On The Property:**

**Weekdays 07:00 until 16:30 (Out by 17:00)**

**Saturdays 08:00 until 12:30 (Out by 13:00)**

**Sundays & Public Holidays – No work/construction**

**December Builders/Holiday Period (Normally 15 December Till 5 January) – No work/construction**

**Important:** It is the responsibility of the Owner to inform his Contractors of the above working hours. The Owner shall be responsible for any workers on site outside of these hours and such penalties shall apply as may be decided upon by the WBHOA in its discretion. Contractors with regards to emergency or critical call outs will be allowed access despite the above mentioned times;

- 9.5. No labourers on any Stands shall be permitted to act as night watchmen guarding any sites. Building activity is not permitted during the builders' holiday period in December/January (Normally From 15 December Till 5 January) (Dates will be advised annually);
- 9.6. Delivery of building materials and supplies shall be scheduled between 08:00 and 15:00 on weekdays only. Deliveries on weekends, public holidays or outside these hours shall only be permitted if prior arrangements to this effect have been made with the Estate Manager;
- 9.7. Suppliers arriving outside of these times shall not be granted access, unless accompanied by the Owner or prior arrangements to this effect have been made with the Estate Manager. Only where a ready mixed concrete process commences before 10:00 on that day will completion thereof on the same day be permitted or unless otherwise arranged by an owner with the Estate Manager;
- 9.8. Owners, project managers and Contractors shall inform suppliers of building materials and supplies that the roads in the Estate are municipal roads and as such are subject to the relevant legislation. Delivery vehicles suspected of being overloaded, could be subjected to a heavy duty axle weighed (weighbridge) and if found containing a mass exceeding 8 tons per axle, shall be denied access to the Estate;
- 9.9. All contractors, vehicles and their labourers entering or leaving the Estate may at any time be subjected to a search by the Estate Manager or appointed security personnel;
- 9.10. The only point of entry and exit for all Contractors and their labourers shall be via the guard houses;
- 9.11. The park areas, open spaces, servitudes and the WRNV are strictly forbidden for use by Contractors and their labourers and any person without permission from the WBHOA to use the specified areas shall be removed from the Estate and suspended from entering the Estate for a period of FOURTEEN (14) calendar days from date of removal;
- 9.12. All Contractors must supply their staff with sufficient toilet and waste facilities that are out of sight;
- 9.13. All building sites and toilets must be screened off with green coloured shade netting to ensure privacy and security of Owners and Residents of adjacent Stands;
- 9.14. No contract workers/labourers shall be permitted to sit or loiter outside the screened off areas of the stand;

## **10. LABOURERS**

- 10.1. Loitering by labourers shall not be permitted in the Estate;
- 10.2. Labourers shall only be permitted to enter or exit the Estate on foot through the designated areas at the guard houses;
- 10.3. All labourers shall be transported to and from their building site by the contractor. Labourers working on more than one Stand and who have to move between Stands shall only do so by means of transport by the Contractor i.e. labourers are not allowed to walk between their respective building Stands, the main gate and/or any other Stand. Labourers found wandering in the Estate will be suspended and re-entry will be subject to the approval of the WBHOA. Continuous contravention of this rule will result in permanent suspension of the labourer/s from the Estate and applicable penalties;
- 10.4. No contract workers/labourers shall be permitted to walk within the Estate for whatsoever reason;

## **11. DISCIPLINE**

- 11.1. Contractors shall be responsible for the discipline of their labour force and all sub-contractors utilised by them whilst in the Estate;
- 11.2. Any dispute between Owners and their Contractors, labourers, domestic or garden workers shall be settled within of the boundaries of the owner's property;
- 11.3. Any dispute between the Contractors and their labourers shall be settled outside of the boundaries of the Estate;
- 11.4. Contractors and their labourers shall not disturb any fauna and flora within the Estate;

## **12. HOUSEKEEPING ON BUILDING/ALTERATION STANDS**

- 12.1. All building stands, adjoining pavements, Open Spaces and servitudes are to be kept clean and safe at a minimum of 4m from the road side at all times to the satisfaction of the WBHOA. No building related activity, rubble or debris may encroach onto any pavements, Open Spaces or servitudes;
- 12.2. No concrete, dagma, cement or any building materials may be stored (even temporarily), mixed or prepared on any of the Open Spaces, Vacant Stands, servitudes or roads;
- 12.3. Materials that are off-loaded by suppliers or Contractors may not encroach onto any adjacent Stand, unless written permission has been obtained from the Owner of such Stand. The Contractor is also responsible for the removal of any sand, cement, rubble, waste, building material and refuse that may be washed or blown onto the roads or pavements from the time of delivery until completion of the contract and handover to the Owner and the certificate of occupation has been issued;
- 12.4. Where delivery of materials is impossible due to the topography of the Stand, sidewalk or road, such materials shall be off-loaded outside the Estate and delivered to the Stand by means of alternative transportation;
- 12.5. Contractors shall provide adequate facilities for the disposal of rubble, waste and refuse and ensure that their labourers utilise these facilities. No rubble, waste or refuse may be burnt or buried on the Stand. No form of paper, plastic bags, any type of bottles, cans, empty food or beverage containers, soil, garden refuse, building material, cement bags, tile off cuts, bricks, boxes, rubble or the like are to be left lying around on any building/alteration Stand, adjoining Stand, roads, servitudes, Vacant Stands or on any Open Spaces;
- 12.6. Contractors shall ensure that the Open Spaces, storm water systems and roads around the relevant building/alteration Stands are at all times kept clean, tidy, safe and free from obstruction and debris. Pavements around the building Stand should also, where possible, be kept free from obstruction and debris;
- 12.7. Pollution and contamination of groundwater and run off water is of particular concern. Contractors shall ensure that special care is taken in the handling, disposal and cleaning-up operations;

- 12.8. Each Owner shall ensure that reasonable measures are taken to reduce dust, noise, effluent or waste pollution that may affect adjacent Stands or Open Spaces;
- 12.9. No fires shall be made on any building/alteration Stand;
- 12.10. A temporary shed or outbuilding for materials and supplies may be used in connection with and during the construction of a building, provided that it is removed from the Property immediately after construction. The store/outbuilding must be approved in writing by the WBHOA and must be located within the screened off area;
- 12.11. Contractors shall provide a temporary connection to the main sewerage system on the building/alteration Stand for use as toilet facilities for their labourers. No "long drops" or "portable toilets" shall be permitted. To prevent blockage of the sewerage system only toilet paper shall be used;
- 12.12. All toilet facilities shall be inside the screened off area;
- 12.13. Toilet doors should be kept closed (with a lock or latch on the outside) at all times;
- 12.14. Doors of temporary sheds or outbuildings should be kept closed (with a lock or latch) at all times during non-working hours;
- 12.15. Contractor notice board shall not exceed 1,5m x 1,5m. The Stand number shall also be displayed on such boards. Boards shall only be displayed once construction has commenced, and be removed on the date that the certificate of occupation is issued;
- 12.16. The general speed limit on the Property is **25 km/h**. Speeding, disregarding of stop signs, overtaking on solid lines, reckless driving and any other public traffic offences shall not be tolerated. **Children always enjoy right of way**. Due care must be taken that roads are not blocked during on or off loading of materials at any building/alteration Stand;
- 12.17. No trucks: exceeding 9 meters in length,  
or carrying more than 30 tons,  
or which are articulated,  
or which are linked,  
or with more than two axles, will be allowed on the Estate;
- 12.18. Vehicles carrying mixed concrete (for foundations or slabs) must be limited to 8m<sup>3</sup> and no such vehicle will be allowed entry to the Estate after 15:00. Contractors should therefore do their planning in advance as guards shall be instructed to refuse entry where such vehicles arrived after 15:00. Only where a ready mixed concrete process commences before 10:00 on that day will completion thereof on the same day be permitted or unless otherwise arranged by an owner with the Estate Manager;
- 12.19. Vehicles carrying mixed concrete (for foundations or slabs) shall not be allowed entrance to the Estate if they are not equipped with a spill sock fixed at the back of the truck to prevent the concrete from spilling on the roads;
- 12.20. Owners and their Contractors, sub-contractors and labourers will be held responsible for the cleaning of the road/paving, especially where concrete was spilled or where oil leaked onto the road/paving. Should an owner and his contractor fail to comply with the cleaning of the road/paving or any stains as a result of the spillage, the WBHOA reserves the right to have the road/paving cleaned or repaired on behalf of the owner. The costs for cleaning, removing of stains or repairing of the road/paving shall be borne by the Owner/s of the Stand concerned and the costs thereof will be debited to the owner's levy account;
- 12.21. No pets, birds or domestic animals belonging to Contractors, sub-contractors and/or labourers shall be permitted in the Estate;
- 12.22. Excessive noise, including loud talking, shouting or whistling by labourers, radios, hooters and revving of motor vehicle engines and repairs to any vehicles or trucks, shall not be permitted in the Estate;
- 12.23. No direct connections to the electricity boxes for extension leads or power tools shall be allowed. Only approved electrical connections arranged by the Municipality or by an approved electrical contractor shall be allowed;

- 12.24. A closed off container without windows should be supplied by the contractor where the contractor/s can lock away valuable items and/or equipment out of sight. This container must be locked at all times. The container will be removed from the Property by the contractor immediately after construction;
- 12.25. The contractor and owner shall ensure the removal of any/all building rubble or excess building material from the stand within one (1) week once building/alterations work has been completed. Failure to do so may result in penalties being levied;
- 12.26. The flush and cleaning of concrete trucks or contractor vehicles on Building/Alteration Stands, Vacant Stands or any Open Spaces is strictly prohibited. Failure to comply will result in penalties being levied;
- 12.27. Any building/alteration stand will be made neat and tidy before the December Builders holiday (Normally From 15 December Till 5 January) period, special attention should especially be given to shade netting;

### **13. STATUTORY REQUIREMENTS AND RELATED ISSUES**

Contractors and/or suppliers operating within the Estate shall comply with all relevant statutory requirements as set by, inter alia by the Municipality, national or provincial government or other relevant institutions. These requirements shall include but not be limited to registration, labour issues, and liability insurance in respect of third parties, accidents and injuries;

## **SECTION 4 - ARCHITECTURAL GUIDELINES**

### **1. INTRODUCTION**

The role of the guidelines is to establish the intent for design, aesthetic appearance and development of the estate as a whole and provide the framework within which development and building applications can be evaluated. The guidelines as set out below are in addition to any regulation or by-laws of the local authority. Residents are to ensure that their builders and all structures must comply with the National Building Regulations, SANS building standards, Construction Health & Safety legislation and NHBRC Regulations as prescribed and indemnify the WBHOA against any regulation/s;

### **2. PAYMENTS**

- 2.1. A owner shall not be entitled to submit his building plans to the ASC, unless and until he has paid all levies and any other amounts due and payable to the WBHOA in full, from whatsoever cause arising (Refer to Fees **Clause 22 of Section 2 and Clause 8 of Section 3**);
- 2.2. With submission, a once off fee is charged which includes all deposits, plan scrutiny and site inspections. (Refer to **Clause 8.4 of Section 3**);

### **3. REQUIREMENTS**

**Owners will be responsible for:**

- 3.1. Replanting of grass and the repair of any damage to the pavements caused as a result of building activities on their Stand;
- 3.2. Removal of all rubble, rubbish and building material left on the pavements, adjoining Stands, Open Spaces and their own Stand;
- 3.3. Repairs to any damaged street furniture, streetlights, litter bins, benches, etc.;
- 3.4. Repairs to any damaged telecommunication, water or electricity lines, boxes or any manhole covers;
- 3.5. Repairs to any damaged curbs or storm water drains;
- 3.6. Repairs to any damaged or stained paving, concrete spills and oil spills on paved surfaces and not cleaned up properly;
- 3.7. Repairs to damaged water irrigation pipes or sprinklers;
- 3.8. Repairs to any cable or pipes damaged during any excavation activities;
- 3.9. Submission of an Occupation Certificate issued by the Local Authority;
- 3.10. All boundary walls are plastered and painted (plastered on both sides if garden wall faces the outside of the Property);
- 3.11. All plumbing exposed from the first floor as well as any electrical and/or other piping or wiring are boxed in;
- 3.12. All irrigation pipes where visible is closed, screened or camouflaged;
- 3.13. Repairs to all electric fences on the property and that the electric fences will be maintained in a presentable manner. Residents will also insure that all electric fences will be kept clear from any foliage to ensure good working order. Where need be, residents will allow access to the WBHOA employees to attend to or maintain the WBHOA Estates electric fences;
- 3.14. Removal of all sign boards;
- 3.15. Payment of any and all outstanding levies, fees and penalties;



#### **4. COPIES REQUIRED**

- 4.1. All copies of SDP and/or building plans shall be submitted in PDF electronic format to the Estate Architect. All such plans shall contain a specific reference and revision number and date. Copies of submitted and approved plans will be retained and archived in electronic format by the ASC for its records. The ASC will issue an approval of SDP and/or building plans to the owner via written communication and electronic stamp signature, referring to the specific plan number and date. A copy of the final plan as approved by the local authority, as well as the occupation certificate, must be submitted in hard copy for reference;
- 4.2. Building plans to include:
- Dimensions, ground and (if applicable) first floor areas, materials and finishes of all proposed build structures, surfaces, walling and fences;
  - The position, design specification and size of all site details not forming part of the essential structure (e.g. satellite dishes, antennae, air conditioning units, generators, solar geysers);
  - Adherence to all SANS regulations pertaining to design for Energy Efficiency in residential buildings;
  - Indicate the position and type of existing trees, differentiating those to be removed and those to be retained;
  - Proposed landscaping, with a list of plants for each landscaped area;
  - A Site Development Plan (SDP);
- 4.3. Site Development Plan to include details of:
- Parking areas. Parking for a minimum of 2 vehicles shall be provided, not intruding into the road reserve nor onto the pavement and excluding the double garage;
  - The Open Spaces (e.g. laundry yards, private gardens and landscaped areas);
  - Positioning of all buildings;
  - Building lines, servitudes and other restrictions;
  - Storm water management;
  - Permitted coverage;
  - Actual coverage;
  - Permitted FAR;
  - Actual FAR;
  - Cadastral information (i.e. boundary dimensions, north point, etc.);
  - Proposed floor levels, ground contours and number of stories;
  - The Stand numbers of the Stand adjacent to the relevant Stand, as well as adjacent street names;
  - Maximum height of building;
  - Solar geysers, heat pumps, solar panels and air-conditioners;
  - Boreholes;
  - Water storage tanks;
  - Tennis courts;
  - Trampolines;
  - Jacuzzis;
  - Swimming pool location, dimensions, depth, section and adherence to safety regulations;
  - Power generator location and sound dampening measures (if required);
  - Any additional relevant information required by the ASC;
- 4.4. No deviation from the drawing submitted to and approved by the ASC will be permitted. Revised drawings have to be submitted and approved before construction work commences;

#### **5. APPLICATION OF GUIDELINES**

All site development and building plans received will be evaluated against the architectural guidelines. The intent of the guidelines is to be defined in each case. Should an owner wish to erect a residence that is not fully in line with the guidelines, the specific application will be evaluated on its merit and its potential impact on the Waterkloof Boulevard Estate will be determined in the sole discretion of the ASC and WBHOA. Should the result of the evaluation be favourable, the application could be approved;

## 6. TOWN PLANNING

The guidelines set out below, are in addition to any restrictions/ requirements imposed by the conditions of title, town planning schemes or national or any other building regulation, including requirements laid down by the NHBRC for this development. Notwithstanding that any plans or improvements shall comply with any such restrictions/ requirements imposed by third parties, the approval of any plans or improvements within the Estate, shall be at the sole discretion of the ASC. Similarly, compliance with the guidelines imposed by the ASC shall under no circumstances absolve the Owner from the need to comply with the restrictions/requirements imposed by third parties, nor shall ASC approval be construed as compliance with the requirements imposed by town planning schemes, building requirements or as permitting any contravention of restrictions of any authority having legal jurisdiction;

## 7. DWELLINGS

Any dwelling erected on a residential Stand shall have a minimum gross area of 350m<sup>2</sup> (outbuildings included);

Any dwelling erected on a cluster Stand shall have a minimum gross area of 170m<sup>2</sup> (outbuildings included);

## 8. BUILDING LINES

No structures shall be erected inside building restriction areas as indicated by the building lines imposed by the town planning scheme, provided that the ASC shall in its sole and absolute discretion be entitled but not obliged, to support an application to the Local Authority for the relaxation of those building lines. Details of the building lines imposed by the Local Authority are obtainable from the Local Authority building control department;

## 9. TIME LIMITS FOR CONSTRUCTION AND OCCUPATION

9.1. Refer to **Clause 22 of Section 2** for information on time limits and weighted levies;

9.2. Should the Owner fail to comply with the time limits for building operations as set out in **Clause 6 of Section 3**, the WBHOA shall, based on the provision of the original purchase contract of the Stand, in its discretion be entitled to purchase the Stand from the Owner at the lesser of the purchase price paid by the Owner or the then current market price of the Stand as determined by a valuer appointed by the President of the South African Institute of Land Valuers for this purpose;

9.3. The weighted levies may only be lifted on presentation of an occupation certificate issued by the Local Authority to the Managing Agent;

9.4. After construction has been completed, the Owner must apply to the WBHOA for occupation clearance. Once it has been issued, the Owner may approach Council to conduct a final inspection with the view of obtaining a "Permission-to-Use" or Occupation Certificate. A copy of the "Permission-to-Use" or Occupation Certificate must be submitted to the WBHOA before the Owner may proceed to occupy his house;

## 10. WATER

Water for household use on the Property is supplied by the Local Authority. All Stands on the Property are serviced for water supply. Application has to be made for a water connection on each individual Stand (excluding cluster Stands) at the water department at the Local Authority. The Local Authority shall after application and payment of the prescribed fee, do the installation of a water meter, for each Stand. No water connection will be installed if the building plan has not been approved by Council;

Owners must ensure that there are sufficient storm water outlets leading from their property and water must be allowed to run through. Where applicable, neighbouring stands must receive the storm water from their neighbours and all storm water must be allowed to run through as per council stipulation;

## **11. SEWERAGE**

The sewerage connections for the Estate are all supplied by the Local Authority. All proclaimed Stands are already serviced;

## **12. ELECTRICITY**

- 12.1. All proclaimed Stands are already reticulated by the Local Authority for electrical supply. The Local Authority shall after application and payment of the prescribed fee, install an electricity meter, for each Stand (excluding cluster stands). No electrical connection will be installed if the building plan has not been approved by Council;
- 12.2. Floodlights and CCTV Cameras shall be installed or placed in such a manner as not to interfere or cause discomfort with any neighbouring stand;

## **13. EXTERIOR TREATMENT**

- 13.1. All finishing materials, colour combinations and combinations of finishing materials must be submitted to the ASC for approval before submission of building plans to the local authority. The exterior appearance of each dwelling must form a harmonious whole with the surrounding residences and general area. The various styles permitted in the Estate, will all contribute to the rural earthly feel of the Estate. Cluster Stands (group housing dwellings) must comply with all developed conditions as stipulated per the approved site development plan or associated Architectural Guideline. All building plans and designs will therefore be evaluated within this framework;
- 13.2. Only window frame materials and designs forming part of the particular architectural design will be allowed;
- 13.3. If so required, the ASC reserves the right to request actual finish and colour samples and/or quality certifications of materials, finishes or external paints in order to determine acceptability for approval;

## **14. EXTERNAL WALLS**

External wall finishes may be plastered and painted or stonework. Face brick may be allowed if used in combination with other materials, with approval from ASC. No raw or unfinished plaster will be permitted. In cases where rough or textured plaster work or a paint-technique finish is proposed, the ASC may request a sample before granting approval. External woodwork, for instance exposed beams, pergolas, shutters, etc, must be regularly maintained to the satisfaction of the WBHOA. All painted surfaces must be regularly maintained to the satisfaction of the WBHOA. All exterior walls without a roof must have a coping that meets with the approval of the ASC;

## **15. ROOFS**

- 15.1. Roofs may be gabled or hipped as is appropriate to the architectural design of the home. Flat roofs must be constructed as a concrete slab surrounded by the parapet walls and a non-reflective finish. Mono pitch roofs will be allowed, provided that walls are aesthetically treated (with e.g. shadow lines, window frames and/or material/finish combinations) to prevent bland high walls;
- 15.2. Concrete tiles, metal and slate roofs are permitted. Metal roofing must have a non-reflective finish and be manufactured, coated and installed according to SABS approved standards. Colours are to be approved by the ASC who may request a sample of the intended tile if necessary. No thatch or metal/corrugated sheet roofing will be permitted;
- 15.3. No flat-roofed, lean-to-type carports are permitted. Carports are to be designed as an integral part of the main house and shall match it in all respects;

## **16. GARAGES**

- 16.1. Colours and/or design of the doors are to be approved by the ASC who may request a sample of the intended garage doors. No uncoated or reflective sink/metal sheeting will be permitted. The following garage doors will be allowed:
- Wood,
  - Powder coated metal imprints, and
  - Wood/steel combinations;
- 16.2. No garage, tool shed or storage room placed separately from the residence will be allowed without the approval of the ASC and the WBHOA. Each dwelling shall have a private lock-up garage for a minimum of two and a maximum of four vehicles. Any carports must be approved by the ASC within the framework of the total design of the residence and aesthetical quality of the area. No shade netting will be permitted. Canvas/sail shade covering will be allowed on merit per application, to be evaluated on its aesthetic appearance and suitability to the building architecture;

## **17. DRIVEWAYS**

All driveways shall have a paved, stable, permanent surface. No painted, imprint, aggregate concrete, gravel or asphalt driveways will be allowed. If so required, the ASC may require inspection of a sample installation of a proposed driveway finish prior to providing final approval. The following driveway materials will be allowed:

- Brickwork
- Pavers (excluding interlocking pavers)
- Cement cobbles or simulated stone cobbles

## **18. SWIMMING POOLS AND TENNIS COURTS**

- 18.1. Applications must be submitted for all new swimming pools and tennis courts, whether as part of a new building or later addition;
- 18.2. Any swimming pool or tennis court to be constructed is to comply with the specifications of the ASC, which include, but are not limited to the following:
- Composition of the construction material thoroughly tested and accepted by the industry for such construction;
  - Fencing of a pool area or tennis court on the street frontage must be in harmony with the architectural design of the dwelling. No sparrred steel fencing will be allowed;
  - Pool pump location, covering and spill-over water run-off direction and dispersion must be indicated. No spill-over, rinsed or backwash water may be directed into sewer receptacles, but dispersed over the property or directed to the street, storm water inlets or green areas;
  - Any pool area otherwise accessible from public areas must be provided with a self-closing childproof gate and/or as stipulated by the National Building Regulations and relevant SANS safety requirement standards;

## **19. SIGHT DISTANCE AT INTERSECTIONS**

No walls, hedges, shrubs and/or foliage higher than one (1) meter will be allowed on any Stands situated at street intersections. Any hedges, shrubs, foliage and trees within these areas shall be maintained by the owner of the said stand in such a way as not to interfere with sight distances;

## **20. AIR-CONDITIONING UNITS, GENERATORS, HEAT PUMPS AND SOLAR GEYSERS**

Any such units on the outside of walls or on top of a roof shall be effectively screened and/or camouflaged to the satisfaction of the ASC and WBHOA and will be maintained on a regular basis;

## **21. AWNINGS AND LOUVRE DECKS**

Only awnings, louvre decks, canopies or shutters as approved by the ASC will be allowed subject to the following criteria:

- Material must be of a high quality and if possible carry the SABS mark
- Only reputable suppliers may be used for installation
- Roof shutters must be able to open and close either manually or be automated
- Support structures should be an asbestos columns or plastered brick pillars to match pillars of the property
- Louvre decks may not be installed for use as carports
- No bright colours permitted
- Neighbours permission must be obtained in writing prior to installation
- Owners to maintain louvre decks, awnings etc. in "tip top: condition and the WBHOA will have the right, in its sole discretion, to force the owner to remove the structure if it becomes an "eye sore"
- Applications will be considered by the WBHOA on their own merits and no approved installation will be regarded as a precedent for other Owners;

## **22. ANTENNAE & AERIALS**

No antennae or aerials (including satellite dishes) affixed to a building shall protrude above the highest point of any building without the approval of the ASC;

## **23. SIGNS**

All houses must be numbered with clear visible signage;

## **24. BOUNDARY FENCING / WALLING**

- 24.1. All boundary fencing will consist of plastered brickwork, or any other material approved by the ASC. No pre-cast walling of any nature will be allowed. All boundary walls are to have a maintenance-free finish facing adjacent properties. Face brick, to match the main house, will be permitted;
- 24.2. All boundary/garden walls must be plastered and painted in a uniform colour;
- 24.3. Any Boundary or Retaining in excess of 1.8m requires the appointment of a Professional Architect;

## **25. MISCELLANEOUS**

- 25.1. Solar heating panels, if used, shall be incorporated into the buildings to form part of the basic structure and shall be clearly shown on drawings. Only solar geysers will be allowed of the type where the water cylinder unit is installed in the ceiling void and solar heating panels installed flat onto the roof. In cases where no practical ceiling void is available (flat concrete and low pitch roofs), every effort shall be made to conceal the cylinder unit as far as possible and limit the visibility of heating panels. No exposed pipes are permitted above the first floor level and any/all solar equipment shall be maintained to the satisfaction of the WBHOA;
- 25.2. Outbuildings and additions shall match the original design and style, both in elevation and in material usage;
- 25.3. Staff accommodation and kitchens shall open onto a screened courtyard or patio;
- 25.4. Yard walls and screen walls shall complement the basic materials of the buildings;
- 25.5. All washing lines and kitchen courtyards or entrance to staff quarters shall be fully screened from the street elevation or other visible elevations, i.e. from the Open Spaces or neighbouring Stands. Garden gates leading from the front garden/street to these areas shall be fully screened so as to prevent visibility and must be locked at all times;

- 25.6. All solar geysers, geysers, heat pumps, air-conditions and pipes that are fitted outside on a flat or pitched roof that are visible within the Estate and from the road/s of the Property are to be enclosed and/or screened in an aesthetical pleasing enclosure to the satisfaction of the WBHOA;
- 25.7. All plumbing drain pipes from the first floor level shall be enclosed or screened from public view from the street or the Open Spaces and from neighbouring properties. (Cavity wall or duct designs are encouraged). To screen ground floor ventilation OVP's and drainpipes, landscaping is encouraged;
- 25.8. No portable pools above natural ground level shall be permitted;
- 25.9. Water irrigation systems are to be designed and set to discharge water onto landscaped gardens of Stands and not into the sewer system of the Estate or onto the roads;
- 25.10. Excessive discharging of water from a stand onto the roads of the Estate is not allowed. Water conservation is encouraged and measures should be taken accordingly, such as rain sensors for irrigation and using water sparingly for activities such as washing cars or cleaning paved areas;
- 25.11. The installation of all backup power generators shall be subject to approval from the ASC. Applications must indicate generating capacity, size, location, screening and noise levels at source. Generators shall be installed and screened in such a way as to not be visible from the street or from neighbouring properties. Only generators that are designed for residential use will be allowed and shall be installed by a professionally qualified electrician;

## **26. SERVITUDE**

Fences on the perimeter of the estate must provide for a two to four (2-4) meter servitude for security purposes.. No buildings or other structures may be erected and no gardening, other than the planting of grass, is permitted within the servitude area. No garden refuse may be dumped within the servitude area. Owners should refer to Land Surveyor Diagrams to determine all servitudes that may be applicable to the individual Stands;

## **27. LANDSCAPING**

- 27.1. All owners are encouraged to plant exclusively indigenous trees and shrubs in their private gardens to assist in collectively attracting bird and insect life to the Estate;
- 27.2. The landscaping of the Open Spaces and pedestrian pathways shall be approved by the WBHOA;

## **28. ENERGY SAVING AND RECYCLING**

### **28.1. Solar Geysers, Panels and Heat Pumps:**

Solar geysers and solar panels must be integrated into the design as per SANS regulations. As far as possible solar geysers and heat pumps that are visible from the street should be enclosed or screened so as not to be visible;

### **28.2. Water Tanks:**

Water tanks or Jo-Jo tanks should be placed unobtrusively and be integrated with the general Aesthetics of the main building. Exposed coloured plastic tanks will not be allowed. Any water tank or Jo-Jo tank that is visible must be screened or camouflaged to the satisfaction of the WBHOA;

### **28.3. Generators:**

Generators should be installed in an insulated sound proof chamber and not to be visible or audible from outside the particular property or the erf boundaries.

- Generator placement should be clearly indicated on the site plan with consideration towards neighbours and may under no circumstances be elevated above 1.8m above ground level;
- Generator size (KVA) and fuel tank capacity must be noted;
- Generator should not surpass the decibel limits of 55 (dB) during day and 45 (dB) during night time;

The installation of all backup power generators shall be subject to approval from the ASC. Applications must indicate generating capacity, size, location, screening and noise levels at source. Generators shall be installed and screened in such a way as to not be visible from the street or from neighbouring properties. Only generators that are designed for residential use will be allowed and shall be installed by a professionally qualified electrician;

Generator installation on a concrete plinth at ground level is acceptable, provided that visibility is obscured from the street level. Final approval will be given upon inspection by the appointed WBHOA Architect;

**28.4. Recycling:**

It is the residents own choice to make use of a recycling company. The WBHOA would like to urge and encourage each resident to invest in recycling. "Open Sky" is an active recycling company that does recycling in the Waterkloof Ridge area;

**28.5. Boreholes:**

Owners drilling boreholes must ensure that the necessary application and approval is obtained and in place from the Local Municipality. Owners must ensure that the contractor is registered with the WBHOA and will be responsible to pay the Non-Refundable Road Levy as well as the Refundable Pavement Deposit before any work may commence. Owners will also be responsible to keep the road and pavements neat and clear from any obstruction/s and will also ensure that the roads are cleaned afterwards. In the event of any damages obtained and the pavement deposit is insufficient to cover the actual costs incurred by the WBHOA to repair such damages then the Owner will be liable for the shortfall;

## **SECTION 5 - PROPERTY TRANSACTIONS**

### **22. GENERAL**

22.1. Only Accredited Estate Agencies/Agents shall be allowed to operate within the Estate. Applications for accreditations shall be submitted to the WBHOA via the Managing Agent. The granting of such applications shall fall within the sole and absolute discretion of the WBHOA;

22.2. Accredited Estate Agencies/Agents shall ensure that all purchasers are made aware of the Rules, Architectural Guidelines and the Memorandum of Incorporation of the WBHOA and that the purchasers are provided with copies of such documents. Purchasers will be required to sign an acknowledgement of receipt of such documents for WBHOA record purposes;

### **23. ESTATE AGENTS**

#### **23.1. ACCREDITATION**

The following procedure must be followed by Estate Agencies when applying for accreditation:

The Estate Agency must:

- a) Complete and submit an accreditation application form to the WBHOA via the Managing Agent
- b) Pay the fees determined by the WBHOA from time to time. The current fees are as follows:

Deposit (Refundable):	R 4 000,00
Annual Subscription:	R 2 000,00
Admin Fee:	R 500,00 (per application)

The annual subscription fee will be payable on a pro-rata basis  
(Note that the above expenses might be adjusted from time to time without notification)
- c) Submit a list containing the names and telephone numbers of all Estate Agents active within the Estate
- d) Submit the Estate Agency's, as well as its individual Estate Agents', Fidelity Fund certificates, issued by the Estate Agency Affairs Board
- e) Ensure that all Estate Agency sale agreements for properties within the Estate include the following clauses:

## **“WATERKLOOF BOULEVARD HOMEOWNERS ASSOCIATION**

It is recorded that the WBHOA is a non-profit company registered under the Companies Act 71 of 2008 as amended, to manage and promote the communal interest of the members of the Waterkloof Boulevard Estate;

The purchaser agrees that:

- a) Immediately on becoming the registered owner of a Stand, he/she will automatically become a member of the WBHOA and will be bound by the Memorandum of Incorporation and the Rules of the WBHOA;
- b) For as long as he/she is the registered owner of a Stand, he/she will remain a member of the WBHOA and be bound by its Memorandum of Incorporation and the Rules;
- c) Should he/she sell the Stand he/she will ensure that his purchaser is made fully aware of the conditions of the Memorandum of Incorporation and the Rules;
- d) The following provisions are to be inserted in the title deed to the Property in this form or in such form as may be determined by the Registrar of deeds, and are imposed as conditions in favour of the WBHOA:
  - i. The Owner of the Stand, or any subdivision thereof, shall not be entitled to transfer the Stand, or any portion, or any unit, or any interest therein, without the prior written confirmation of the WBHOA that all amounts due to the WBHOA have been paid in full and that all building rules have been complied with;
  - ii. Every owner of a Stand, or of any subdivision thereof, or of any interest therein, shall automatically become and shall remain a member of the WBHOA and be subject to its Memorandum of Incorporation and the Rules until he ceases to be an owner of the Stand, or any subdivision thereof, or any interest therein. Neither the Stand nor any subdivision thereof nor any interest therein shall be transferred to any person who has not bound himself to the satisfaction of the WBHOA to become a member thereof;
  - iii. No improvement of any nature may be effected to a Stand without the prior written approval of the WBHOA and any building plans in respect of any improvements to be erected on a Stand shall be subject to the prior written approval by the WBHOA;
  - iv. The owner of a Stand shall not alter the access to such Stand without the prior written consent of the WBHOA and the Local Authority;
- e) The above provisions are for the benefit of the WBHOA and constitute a stipulation alteri, which shall be deemed to have been accepted by the WBHOA, unless advised to the contrary in writing, within seven (7) days from date of signing of the purchase agreement.”

## **24. ACCREDITATION DURATION**

The accreditation shall endure for a period of twelve (12) months or any portion thereof, expiring on the last day of February each year and shall be renewable annually on the 1<sup>st</sup> day of March, by written application in the prescribed manner;

## **25. OBLIGATIONS OF ESTATE AGENCIES**

The Estate Agencies must:

- 25.1. Adhere to the provisions of the Memorandum of Incorporation and the Rules and Regulations of the WBHOA;
- 25.2. Apply for access to the Estate in terms of the WBHOA's access control policy;
- 25.3. Accept responsibility for the actions of each of its Estate Agents and/or employees;
- 25.4. Never, in any way, claim to represent the WBHOA;
- 25.5. Not canvass, advertise, hand out flyers or similar material for property transactions on a door-to-door basis within the Estate;
- 25.6. Operate only on a 'by appointment' basis;



- 25.7. Advise the Managing Agent of properties on show. Show house notices must reach the office of the Managing Agent and Estate Manager not later than the Wednesday preceding the show;
- 25.8. Ensure that the activities at such show houses do not interfere with or cause a nuisance to the Residents of the Estate;
- 25.9. Adhere to the following rules regarding signboards and show houses/vacant stands:
- a) "For Sale" and "On-Show" boards will be allowed only during weekends (from Friday 14:00 to Sunday 17:00), in front of the house for sale. Only one (1) board per agency, per house, will be allowed. No other boards will be allowed anywhere within the Estate;
  - b) For the duration of the showing, The "On-Show" board will be allowed to be placed outside the main entrance gate to the Estate in which the property is situated. The show board will not be allowed at any other time without prior arrangement with the Managing Agent or Estate Manager. Only one (1) board may be placed, as aforementioned, in a position acceptable to the security team on duty at the entrance to the Estate and must be removed directly after the showing. Should the Estate Agent fail to remove the board/s, same will be disposed of by the WBHOA;
  - c) The maximum size for "For Sale" and "On-Show" boards will be 600mm x 450mm;
  - d) With the exception of the aforementioned boards, not exceeding dimensions of 600mm by 450mm, no other signage will be allowed;
  - e) The following procedures apply in respect of showing of properties:
    - 1) The Owner of the house being showed must make arrangements with the security guards and give them the information of both the Estate Agency and the Estate Agent showing the house;
    - 2) The Estate Agency/Agent must notify the Managing Agent by the Wednesday preceding the weekend of the show house so that the Managing Agent can notify the Estate Agent in writing of the procedures to be followed and obtain the Estate Agent's written undertaking that he/she will comply with such procedures;
    - 3) Only Accredited Estate Agents may show houses and vacant stands within the Estate;
    - 4) A minimum of two (2) Estate Agents must be on duty for the duration of the showing;
    - 5) The guard is to call the Estate Agent when a prospective buyer arrives at the guard house and he may not let the prospective buyer into the Estate;
    - 6) The Estate Agent must meet the prospective buyer/s at the entrance to the Estate and satisfy himself/herself that the prospective buyer/s are financially capable of buying the show house/vacant stand and that they do not intend entering the Estate for criminal purposes;
    - 7) The Estate Agent must ensure that all the details of the prospective buyer/s are recorded by the security guard in the visitors register. In addition the ID number or driver's license of the prospective buyer/s must be recorded in the visitors' book. No prospective buyer/s may enter the Estate without positive identification;
    - 8) The Estate Agent may not allow more than one (1) prospective buyer (and his family) to view the show house at the same time and the prospective buyer must be escorted to the show house/vacant stand in the Agent's own car (the vehicle of the prospective buyer will not be allowed to enter the Estate);
    - 9) The Estate Agent must escort the prospective buyer (and his family) out of the Estate immediately once they have finished viewing the show house/vacant stand;

## **26. OBLIGATIONS OF THE WBHOA**

The WBHOA shall:

- 26.1. Issue clearance certificates within a reasonable period on condition that all requirements of the WBHOA, as stipulated from time to time, are duly met;
- 26.2. Requirements for issuing of clearance certificate:
- 26.2.1. No outstanding money due by the member to the WBHOA;
  - 26.2.2. The Managing Agent must be in possession of all the relevant contact details of the buyer;

- 26.2.3. The buyer must have signed for receipt of the Memorandum of Incorporation and the Rules and Regulations of the WBHOA;
  - 26.2.4. Where sale is facilitated by a non-accredited Agency, proof of payment of the non-accredited agency fees and/or penalties;
- 26.3. Upon date of accreditation furnish the Estate Agency with an electronic copy of the Memorandum of Incorporation, Architectural Guidelines and Rules and Regulations, and thereafter furnish the Estate Agencies with all amendments thereto, from time to time;

## **27. NON-ACCREDITED ESTATE AGENCIES**

- 27.1. Should any Owner wish to make use of a non-accredited Estate Agency, the Owner must forward a letter to this effect together with the required registration fee to the office of the Managing Agent. Only then will an agent that is not one of the WBHOA's accredited agencies be allowed access to the Estate to market that particular house/vacant stand;
- 27.2. All Estate Agencies/Agents will under all circumstances comply with the Managing Agent Policy and Accreditation Document and will be liable for the NON-Accreditation fees and any administration fees;
- 27.3. The Estate Agent may under no circumstances market anywhere else within the Estate. Registration fees and any other fees must also be paid at the WBHOA managing agent, before "For Sale" or "On-show" boards may be erected;
- 27.4. Agents will be allowed to use their own "For Sale" boards at the applicable house/vacant stands. Only one (1) "For Sale" board per agency will be allowed, as set out above;

## **28. "PRIVATE SELLER" TRANSACTIONS**

All rules applicable to "Property Transactions" in this **Section 5**, shall apply to Owners electing to execute their own Property transactions (i.e. without utilizing the services of an Estate Agency/Agent) with the exception of those rules that are, within the context, not applicable;

## **29. BREACH**

The WBHOA shall have the right to take whatever steps it deems necessary, including but not limited to, without notice, the immediate cancellation of the accreditation, in the event of breach of any of these rules by the owner, Estate Agency, Estate Agent or any of their employees or contractors;

## **30. DISCLOSURE OF INFORMATION**

Neither the WBHOA nor the Managing Agent or Estate Manager is authorised to disclose any information, personal or otherwise, relating to any Owner (i.e. ownership, status, address, telephone numbers, email address etc.) to any Estate Agency/Agent;

## **SECTION 6 – WATERKLOOF RIDGE NATURE VALLEY RULES AND REGULATIONS**

1. Residents hereby acknowledge that their, their family and friends/visitors' use of the Waterkloof Ridge Nature Valley ("Nature Valley") is potentially dangerous and that residents, their family and friends make use of the "Nature Valley Area" entirely at their own risk. Residents undertake to take whatever precautions are necessary to ensure that they, their family and friends utilise the Nature Valley in a safe manner. Accordingly, Residents, their family and friends utilise the Nature Valley entirely at their own risk and indemnify and hold harmless, Waterkloof Ridge Nature Valley NPC as well as the Waterkloof Boulevard Home Owners Association NPC, their successors in title or assigns, as well as all Directors, Employees, Contractors, Shareholders and Agents, related to or associated with either and or both Companies, from time to time, from all claims, howsoever arising, and shall in no manner whatsoever seek to hold any of them liable, whether due to any act, loss or damage, theft, injury, consequential losses, illness or death, omission or negligence on the part of any resident, their family members, friends and visitors entering the Nature Valley. Residents note that right of admission to the Nature Valley is reserved by the Board of Directors of the Waterkloof Ridge Nature Valley NPC;
2. Residents acknowledge that they will be responsible for all family members and/or friends/visitors entering the Nature Valley with them or with their consent and accept that it is their, responsibility to ensure that their family members and/or friends/visitors do not to cause any disturbance in or damage of any kind to the Nature Valley and to ensure absolute safety of said persons at all times. Any damage or disturbance caused will be for the said resident's own account;
3. Residents of the WBHOA must brief all their family members and friends and/or visitors regarding the indemnity and rules and must ensure that said persons are only allowed to enter the Nature Valley once they have acknowledged and accepted this indemnity and the rules;
4. No disturbance of any fauna or flora within the Nature Valley for removal of said fauna and flora from the Nature valley is allowed;
5. No firearms or alcohol are allowed inside the Nature Valley;
6. Pets may enter the Nature Valley, only if they are kept on a leash and must be controlled in such a way as to not to interfere with any fauna, flora or fellow visitors to the Nature Valley;
7. Owners of the pets are responsible for removing any excrement deposited by their pets when inside the Nature Valley;
8. Children under the age of 18 must be accompanied by an adult in the Nature Valley at all times;
9. No feeding of birds or animals in the Nature Valley is allowed;
10. No firewood maybe collected from the Nature Valley and no open fires are allowed in the Nature Valley;
11. No Dumping is allowed in the Nature Valley. (Garden Refuse, Building Rubble, Animal Faeces, etc.);
12. No fireworks may be set off in the Nature Valley;
13. No excessive noise e.g. audio systems, fireworks, etc is allowed in the Nature Valley;
14. No motorised vehicles are allowed in the Nature Valley;
15. Please be aware that all the fences are open electrified fences. Please do not touch the fences and please keep children clear from the servitude areas along the fences;
16. Beware of snakes, spiders, slippery path ways, loose rocks, holes in the ground and bridge crossing/s, if any;
17. Gates will be opened at 06:00 and will be closed at 18:00 during the summer months and opened at 7:00 and closed at 17:00 during the winter months;
18. Entrance to the Nature Valley can be obtained from The Hills, Terraces And Pavilions;