

# **RULES OF THE ASSOCIATION**

For the Use and Enjoyment of  
The Residences and Common Property of

## **BOSKLOOF ECO-ESTATE HOMEOWNERS ASSOCIATION**

(31 March 2006)

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## **PRELIMINARY**

### **A. APPLICABILITY**

- (1) *The Rules of the Association and the provisions of the Constitution shall be binding on the owner, lessee or occupier of a residence and on the Committee and managing agent (if so contracted).*
- (2) *It shall be the duty or responsibility of an owner to ensure compliance with these Rules by the lessee or occupier of his residence, including the employees, guests and any family members of the owner, of his lessee or of his occupier.*
- (3) *Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule (2) above, the owner shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed.*
- (4) *Damages, penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the Association in enforcing compliance with the Rules, shall be deemed to be a levy and may be added to the owner's levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.*

### **B. INTERPRETATION**

- (1) *The clause headings are for convenient reference and shall be disregarded in construing these Rules.*
- (2) *Unless the context clearly indicates a contrary intention:*
  - (a) *the singular shall include the plural and vice versa; and*
  - (b) *a reference to any one gender shall include the other gender; and*
  - (c) *a reference to natural persons includes juristic persons, trusts and partnerships and vice versa.*
- (3) *Words and expressions defined in any Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such Rule.*
- (4) *Words and expressions to which a meaning has been assigned in the Constitution, shall in all Rules bear the meaning that has been assigned to them, unless inconsistent with the context.*
- (5) *When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.*
- (6) *Where numbers are expressed in words and in numerals in a Rule, the words shall prevail if there is any conflict between the two.*

# BOSKLOOF ECO-ESTATE HOMEOWNERS' ASSOCIATION (BEEHOA)

## RULES OF THE ASSOCIATION

Living on our Estate means being part of a community of people who share a secure and high quality lifestyle.

Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, without interfering with others' enjoyment, to the benefit of all. Genuine respect and consideration by all residents for one another will obviously assure agreeable accord on the Estate.

In the event of differences or annoyances, the parties involved should attempt as far as possible to settle the matter between themselves, exercising respect, tolerance and consideration. The Executive Committee (Excom) of your Association, in terms of the Constitution, is given the power to make rules for the management, control, administration, use and enjoyment of the Estate. The Excom has the power to substitute, add to, amend or repeal any rule.

Quite rightly, the Constitution require the rules to be reasonable, binding on and to apply equally to all members. Based upon this rationale, the rules should be seen to be neither restrictive not punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction.

### **1. PROMULGATION OF RULES**

#### **1.1 CONFLICT OF EXISTING PRACTICE WITH NEW RULES**

Any existing practices in conflict with the rules shall cease immediately, unless otherwise resolved as follows:

Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the Excom be approached, requesting (or the Excom in its own right may decide) consideration be given to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Excom's discretion and shall be binding on all parties.

#### **1.2 CONTRAVENTION OF RULES BY "OTHERS"**

Any contravention of the rules by any person who gains access to the Estate under the authorization of a member shall be deemed to be a contravention by the member.

### **2. DESIGN GUIDELINES**

#### **2.1 DESIGNS TO COMPLY WITH GUIDELINES**

The design and construction of all proposed new buildings, extensions, alterations to buildings, fences, gardens and any material change, must be approved by the Building Committee prior to any work being commenced. In addition, the required Municipal approvals must be obtained for all new buildings, alterations, extensions, etc. All buildings, fences and gardens shall adhere to the comprehensive "Design Guidelines", "Town Planning Controls" and "Landscaping Guidelines" for the Estate.

2.2 PLAN APPROVALS

The procedure to be followed in respect of the submission and approval of plans is included under the Boskloof Eco-Estate Design Guidelines, Section 3. No construction or installation may commence prior to the Building Committee and Municipal approvals as with Section 4.4 of the Design Guidelines.

2.3 CERTIFICATES OF COMPLETION

No dwelling may be occupied without first having been cleared by:-

A Municipal's certificate of occupation for the building that has been erected in accordance with the approved plans.

3. **USE AND OCCUPATION OF A UNIT**

(NB: "Unit" means land, stand, dwelling, and outbuilding)

3.1 USE OF A DWELLING

The use of a dwelling shall be governed by the Municipal Town Planning Scheme in force at any time, or any other approved scheme applicable to the Estate from time to time.

The maximum number of persons allowed to reside at any one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

3.2 DRYING OF WASHING

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a screened drying yard or other designated area.

3.3 STORAGE OF HARMFUL SUBSTANCES

No harmful or inflammable substances, or substances which contravene the EIA, may be kept on the Estate. (This rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes).

3.4 ATTACHMENTS TO UNITS

Nothing may be placed on or attached to a dwelling or any other structure, other than in accordance with prior written approval from the Association.

The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to the likes of external air conditioning units, awnings, satellite dishes, etc. even when not directly attached to the building).

3.5 GAZEBO'S

The erection of gazebo's are prohibited.

3.6 GARDEN / TOOLS SHEDS

Free standing sheds for tools or gardening equipment is prohibited.

3.7 DOLLS/ PLAY HOUSES

Children's play houses or jungle gyms in gardens require written permission from the Association prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of the Estate, and will have no possible detrimental effects on neighbours. No wendy houses are allowed as per the Design Guidelines.

**4. UPKEEP AND MAINTENANCE OF RESIDENCES**

4.1 GENERAL HOUSE MAINTENANCE

The exterior of every "freehold" dwelling together with fences, driveways, etc., must be continuously and at all times maintained by the owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.

4.2 STANDARDS OF HOUSE MAINTENANCE

Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Estate, the Association shall give written notice to the owner to carry out the necessary improvements within a specified time.

4.3 FAILURE TO COMPLY

Should the owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the owner which amount shall be deemed to be part of the levy due by the owner.

**5. UPKEEP AND MAINTENANCE OF GARDENS**

5.1 GENERAL GARDEN MAINTENANCE

The garden of every 'freehold' dwelling must at all times be maintained by the owner.

5.2 GARDEN STANDARDS

Where in the opinion of the Association the condition of a garden is not up to the required standards of the Estate, the Association shall give written notice to the owner to carry out the necessary improvements within a specified time.

5.3 FAILURE TO COMPLY

Should the owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the cost thereof from the owner.

## 6. THE RIGHT TO KEEP AND CONTROL OF PETS

- 6.1 Municipal by-laws relating to pets must be complied with (i.e. licensing/ numbers/rabies inoculations etc.)
- 6.2 Domestic animals may be kept only by owners and not their guests. In the event of any domestic animal being introduced onto the Estate by guests, the Association may call on the owner of the animal to remove it immediately and, in the event of the owner failing or refusing to do so, the Association may impose penalties or may procure its removal from the Estate and recover any costs from the owner of the property concerned without prejudice to its rights to recover any penalty imposed.
- 6.3 Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met: -
- 6.3.1 Each pet must at all times wear a collar with a name tag indicating the owners name and telephone number if outside the owners property.
  - 6.3.2 Aviaries are not permitted.
  - 6.3.3 Pets must be kept in an adequately contained area within the owners property and, when outside the owner's property, must at all times be on a leash under the control of a responsible person/or be under control via an electronic collar and be within 10-15 meters of the owner.
  - 6.3.4 Pets are not allowed to run loose. Stray pets with or without name tags will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the owners' account.
  - 6.3.5 Fouling by pets on property belonging to the Estate, or to other owners, must be removed immediately by the responsible owner. Fouling on forest hiking trails to be buried on the side of the path within 2 meters into the reserve.
- 6.4 Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a unit for an extended period without being attended to. Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties or procure its removal from the Estate and recover any costs from the owner concerned without prejudice to its rights to recover any penalty imposed.
- Pets may not be left unattended in a residence, and suitable arrangements of engaging a friend or house sitter must be made, or the pets must be taken to a kennel off the Estate.
- 6.5 Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the Association.

## 7. SECURITY

### 7.1 GENERAL SECURITY PROCEDURES

All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate. Members shall be responsible for the actions and behaviour as well as compliance with all rules and security procedures of all visitors/tenants who gain access to the Estate under their authorization.

### 7.2 MESSENGER OF COURT, SHERIFF OF THE COURT AND POLICE OFFICERS

Due to the nature of this category of persons, access cannot be denied, and confirmation with the person/s to be served, etc will not be obtained.

### 7.3 EMERGENCY EVACUATION

If at any time a need arises to evacuate in part or the whole of the Estate, instructions will be given as to the congregation point. Main congregation points will be: circle at exit/entrance gate. Please ensure that if an evacuation is required, each person on the property has been evacuated to the circle at exit/entrance gate.

### 7.4 FIRES

No fires are to be made or lit on the common property under any circumstances. When braaiing residents must ensure the fires are extinguished before retiring to bed.

### 7.5 SECURITY GATE

Every member shall stop at all security control gates and when opened by the duty security officer then proceed.

### 7.6 PEDESTRIAN ACCESS

Visitors/guests/domestics are not permitted to enter the Estate on foot unless they are in possession of an identity tag. The person being visited must uplift his/her visitor from the gate.

### 7.7 CONTRACTOR PROCEDURES

Contractors are defined as any person/company appointed to construct buildings, do alterations to houses or property and installations of any kind related to property and equipment. This procedure also applies to temporary labour employed to do "odd jobs", plumbers or electricians called out for an emergency, or any other person/s who will do work of any kind on the Estate.

No contractor is allowed to walk on the Estate. Each person must be transported onto and off the Estate by vehicle. Once on site, neither the contractor nor his labour may walk off the site under any circumstances. Any contravention of these rules will result in the contractor being removed from site.

## 8. USE OF ROADS / ETC

The roads in the Estate, in spite of being 'private', are in fact used by the public. Because of this, and for the safety of all Residents and road users, it is necessary to apply the provisions of the Road Traffic Act 29 of 1989 (as amended). The roads are for the use of all, whether on foot, cycles, cars or trucks and, in our exclusive environment, this places extra responsibility and awareness on all who use these roads but more particularly on all adults and especially parents who need to educate and control youngsters.

### 8.1 SPEED LIMIT

The speed limit throughout the Estate is 30 kilometers an hour. No person may be found driving in excess of 30 km/h, or in a dangerous manner.

### 8.2 OPERATING RESTRICTIONS FOR VEHICLES

No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver's license plus the vehicle is licensed for road use. Engine powered vehicles; cars and motorcycles may be operated only on roads. (Sidewalks and open lawn areas are 'out of bounds' to vehicles). Any person found driving a motor vehicle on any road on the Estate, for which they do not hold a valid driving license, will be subject to a fine.

Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs, which may impede ability to control vehicles, is prohibited.

Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.

### 8.3 PARKING

Parking on sidewalks and open lawn areas, or in front of driveways to residences is prohibited, and parking may only be done in areas so designated for that purpose.

### 8.4 DUNE BUGGIES / OFF-ROAD BIKES / QUAD BIKES

None of the above are to be ridden or driven on any of the Estate's common property, which includes footpaths, under any circumstances.

### 8.5 SKATEBOARDS, IN-LINE SKATES, ROLLER SKATES, BICYCLES

Skateboards, in-line skates, roller skates, bicycles are a matter of concern to drivers when encountered on roads. In the cause of safety parents are obliged to instruct their children to stop skating and get off the road as soon as any vehicle approaches. Children doing any of the above do so at their own risk and are the responsibility of their parents.

### 8.6 CARAVANS AND BOATS

The above may only be parked on owners' property - if no space is available they must be stored or parked off the Estate.

## 9. RECREATION AND COMMUNITY FACILITIES

### 9.1 DAMS

The dam is part of the Estate and has certain areas of “common property” around it, residents are required to exercise respect and not to intrude on the privacy of residents whose properties front onto the dam. All persons swim at their own risk. No children are allowed to swim in the dam without parental supervision.

### 9.2 CAMPING

Camping is permitted in marked designated areas within the Estate.

### 9.3 PICNICKING

Picnicking is permitted on any common property. No fires or braaiing is permitted in the common property areas.

### 9.4 BOATING

Row boats and canoes are permitted on the dam at your own risk. Noise must be kept to a minimum so as not to disturb water fowl and residents on the waters edge.

### 9.5 FISHING

Fishing is permitted in the dam, using river or dam rods only. No nets of any description or sea rods may be used. No feed to be introduced to the water to entice fish to an area. Only bait on hook/fly/spinner permitted. One rod per person. Small fish must be returned to the water alive.

### 9.6 FIREARMS

Discharging of any firearm or other lethal weapon is strictly prohibited, save in self-defense, or where authorized in special circumstances by the Association.

## 10. MISCELLANEOUS

### 10.1 OUTSIDE LIGHTING

Low wattage exterior & landscape lighting is encouraged. Exterior lighting should be switched off during the night. Landscape lighting is encouraged and is to be indicated on the landscape proposal for scrutiny by the BEEHOA.

### 10.2 AIR-CONDITIONING PLANT

All air conditioning plant and equipment is to be positioned out of site from any boundary or alternatively screened in an appropriate manner. Consideration is to be given to existing properties when positioning any such plant.

### 10.3 HELICOPTERS

No helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of the Association. (This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations).

### 10.4 DOMESTIC AND GARDEN REFUSE ETC.

All domestic refuse shall be put in the black plastic bags supplied by the Municipality and kept in a bin, purchased by the owner, in a suitable place within his property and screened from public or neighbours view. On prescribed days and times the bins must be placed by the resident on the sidewalk outside the residence ready for collection. Bins may not be placed on the sidewalk on any other day. Garden refuse disposal remains the responsibility of the owner and may not be dumped on common areas within the Estate.

Where refuse is of such a size or nature that it cannot be removed by the normal service, the owner shall make special arrangements with the Municipality or a private contractor, and all costs thereof shall be for the owners account. The disposal of any domestic animal carcass shall be the responsibility of the owner through private arrangements with the local authority, and costs thereof shall be for the owner's account.

No domestic animal carcass may be buried on common property on the Estate.

### 10.5 SLAUGHTERING

No animal, bird or reptile may be trapped and/or slaughtered within the Estate.

### 10.6 CURING OF MEAT ETC.

No meat, skin, fish or carcass may be hung up to dry or to cure within the Estate.

### 10.7 SIGNS

No signs may be displayed on the Estate (giving the name of builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors, estate agents, and the like) or at the entrance gate, except for BEEHOA purposes. (This rule shall not apply to the regulation notice board required by the Guidelines for the erection of new buildings, nor to the Security signs depicting zones on the perimeter fence).

No flags, flag poles, or Ham radio aerials on poles may be erected on private residential units on the Estate.

If estate agents want to advertise houses for sale on the Estate the Boskloof website [www.boskloof.co.za](http://www.boskloof.co.za) must be used for a nominal fee, payable to the BEEHOA.

10.8 SATELLITE DISHES

The positioning of satellite dishes and any external TV or radio aerials must be authorized by the Estate Manager prior to installation.

10.9 SHADE CLOTH

The use of any kind of shade cloth, other than on building sites, is prohibited if visible to the public and neighbours.

10.10 AWNINGS

The style and colour of external awnings are controlled by the Design Guidelines and authorization for their erection must be obtained from the Building Review Committee prior to installation.

10.11 ADVERTS / PUBLICITY MATERIAL

No private, religious or commercial advertising notices or brochures are permitted to be distributed around the Estate. This does not include letters or notices to owners from the Association.

10.12 HOOTING

The use of car hooters within the Estate to beckon or attract residents or servants is prohibited.

10.13 AUCTIONS / JUMBLE SALES / GARAGE SALES

Any form of public auction or sale on any property within the Estate is prohibited (other than with the prior written permission from the Association).

10.14 USE OF AND CONDUCT IN OPEN SPACES

The lighting of fires in any open space on the Estate is prohibited unless, for the express purpose of braaing at an authorized function or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose.

Disturbing, collecting or destroying of plant material is prohibited except by authorization from the Association. Disturbing, harming or destroying any wild animal or bird is prohibited.

The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.

Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided. Pollution of the dam, pond or stream is prohibited.

#### 10.15 DOMESTIC EMPLOYEES

For the purpose of these rules, domestic employees shall be defined as "any assistant" paid by the owner to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, or gardening services.

All domestic workers must be registered and approved by BEEHOA. They must be registered by their employer as and when they are employed. Non-resident domestic employee access will only be validated for the specific days they are working for the resident. Each resident must register his or her domestic employee regardless of whether they are employed by more than one resident and have already been registered. Casual workers shall be treated in the same manner as building contractor staff and shall be escorted by the owner to the gates each day. Owners shall be responsible to ensure that their employees/workers comply with all security requirements as well as all rules of the Estate.

Domestic employees are to be housed in the residence of the employer. Separate domestic quarters as such are not permitted on the Estate. Application for additional employees to be addressed through the Association.

If not accommodated on the Estate, domestic employees are allowed to be on the Estate between the hours of 06h00 and 18h00 daily. Any extensions to these hours are to be applied for through the Association.

They are also obliged to have in their possession the Identity Card issued to them by the Association. Domestic employees are not permitted to wander around the Estate. They are to use recognized paths and roads.

Domestic employees are not allowed to receive visitors on the Estate.

#### 10.16 RESIDENT EMPLOYEES AND STAFF

All employees of residents must be registered by the BEEHOA. No employee is permitted to remain on the estate over night unless prior authority has been obtained from the Association.

#### 10.17 AU-PAIRS AND NURSES/CRITICAL CARE

All au pairs and nurses may remain on the Estate at the discretion of the owner.

#### 10.18 FIREWORKS

The lighting or letting off of fireworks within the Estate is strictly prohibited at all times.

#### 10.19 GENERAL AESTHETICS / STANDARDS

Verandah/garden furniture or any other external paraphernalia, decorations, decorative lights, drapes, buntings, umbrellas, signs symbols or whatever, which in the opinion of Excom, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.

Garage doors must be kept closed at all times.

## 10.20 RESIDENTIAL GUESTS

Favourable concessions for temporary Estate access for residential guests of members /owners, are available on application through the Excom. See section on Security.

Abuse of temporary special facilities for residential guests of members/owners is not permitted. Such facilities are available strictly for genuine residential guests and are not available to nor may they be used by casual day/ weekend visitors/ guests.

## 11. LEVY PAYMENTS

11.1 Owners must pay levies in full and in advance on the 1<sup>st</sup> day of each and every month.

11.2 Owners in arrears on the 7<sup>th</sup> of the month shall pay interest, and such interest shall be applied to the full amount overdue, from the 1<sup>st</sup> of the month up until the date of payment.

11.3 Owners still in arrears after 30 days must pay immediately on being billed the full amount overdue, plus the next levy due, plus interest on the full overdue amount up until the date of payment.

11.4 Owners in arrears after 90 days shall have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the owner's account. (Any interest on, or collection fees for overdue levies shall be considered to be part of the levy and treated as such).

(In exceptional circumstances, where an owner may have a singular problem regarding payment of dues, he may approach the Association with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting there from shall be entirely at the discretion of the Excom).

11.5 Levy amounts may not be reduced to offset against real or perceived, partial or non-provision of services not for any other reason unless previously discussed with and sanctioned by the Association.

11.6 Owners who are "away" at month-end must make arrangements to ensure that the levy is paid by due date. (Being "on "holiday", "away overseas" or "away on business" and like excuses are not acceptable reasons for late payment of levies).

Members are encouraged to effect payment by way of stop orders, internet banking or direct deposits.

## 12. THE LEASE / SALE OF A UNIT

(NB: "Unit" means land, stand, dwelling, outbuilding)

### LEASE OF A UNIT

- 12.1 All owners must advise their tenants that they must sign a "Tenancy Form" at the offices of Micsam Management which will ensure that all tenants have a copy of the House Rules and Constitution. Should a tenant then be in breach of the House Rules and Constitution the owner will be held responsible for the tenant's actions.
- 12.2 If a business (such as a Guest House) is being conducted on the Estate it could be subject to increased levies, which will be determined by the Excom.

### SALE OF A UNIT

- 12.3 The transferee automatically becomes a member of the Association.
- 12.4 The transferring owner is to ensure that the transferee is in possession of the BEEHOA Constitution, the Boskloof Eco-Estate Building Guidelines and Boskloof Eco-Estate Rules of the Association, with the transferee fully aware that all rules and regulations are and will be enforced.
- 12.5 Clause 13 of these Rules deals with the failure to comply with the Rules but what is set out hereunder is a specific breach clause, which will apply in the event of an owner failing to comply with this Rule 12. If an owner fails to comply with this Rule 12, the Association shall have the absolute right to withhold its consent to the owner transferring his property until the Rule has been complied with in all respects.

## 13. FAILURE TO COMPLY WITH THE RULES

- 13.1 Failure by an owner to comply with any provisions of any rules may result in:
- a call for an explanation and/or an apology and/or
  - a reprimand and a request to comply and/or
  - the withdrawal of any previously given consent applicable to the particular matter  
and/or
  - an order to pay for damages resulting from non-compliance with any rule  
and/or
  - application to the courts for the enforcement of the rule/s.
- 13.2 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Excom who shall take due regard of the nature, circumstances and severity of each misdemeanor, breach or non-compliance.

- 13.3 Should any owner be aggrieved by any decision made by the Excom they, within 7 days of the finding, must lodge an appeal to the Excom, giving their reasons for such an appeal.

As a guide only, the amount of the fines which might be imposed will be at the Excom's discretion.

## 14. GENERAL

### 14.1 GENERAL CONDUCT

Respect and general consideration by all members and residents for all other members and all users of the Estate should be exercised at all times. Unreasonable disturbance, inconvenience, annoyance, being a nuisance to, or interference with any other members or residents, or their rights, in any manner deemed by the Association to be unacceptable to harmonious living, is strictly prohibited.

### 14.2 RULES

Rules, for a community development such as ours, provide an acceptable code by which members may live together reasonably and harmoniously and without interfering with other's enjoyment.

The Constitution are included as a separate section and it is essential every owner and member of the household reads, understands and abides by them. Members are reminded it is their responsibility to ensure all of their invitees, guests and family members comply with all rules.

While all the rules are important, attention is drawn to the following points, which require careful consideration:

- \* Pets (number of and roaming dogs, fouling of property)
- \* Speed limits (30 km/h)
- \* Selling (clearance required from Association when selling property)
- \* Nuisance to others
- \* Use of common facilities
- \* Washing (not to be visible from the road)
- \* Fireworks
- \* Levy Payments (in advance on 1<sup>st</sup> of Month)
- \* Fines for non-compliance with rules

### 14.3 DISCLAIMER OF RESPONSIBILITY

In terms of Paragraph 13 and 26 of the Constitution, the Association shall not be liable for any injury to any person, damage to or loss of any property to whomsoever it may belong occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring on the Estate. Members shall not have any claim or right of action against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them. Members indemnify the Association against all claims in line with the above.

#### 14.4 QUERIES / SUGGESTIONS / COMPLAINTS

Members should feel free at all times to make suggestions or raise any queries regarding anything to do with the Estate. The management is always willing to assist with reasonable enquiries. Requests will be dealt with as expeditiously as possible or, where necessary, referred to higher authority.

In the first instance, all complaints should be directed in writing to the Excom via the managing agent, whereafter appropriate action will be taken or the problem suitably explained. In circumstances regarding perceived fears or insecurities, an interview may be requested with the Excom. Your Excom encourages the raising of any problems into the open, rather than members seeking private opinion or advice from possibly uninformed residents.

### 15. IMPOSITION OF PENALTIES

- 15.1 If the conduct of an owner, occupier or an employee of a residence or his or her visitors constitutes a nuisance in the opinion of the Excom, or if an owner, occupier, visitor or an employee contravenes, breaches, or disobeys or disregards the Constitution or Rule, the Excom may furnish the owner and occupier with a written notice which may in the discretion of the Excom be delivered by hand or by registered post.

In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the residence.

- 15.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Excom may convene a meeting of the Excom to discuss the matter and to impose a fine.

- 15.3 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.

- 15.4 After the owner or occupier has been given the opportunity to present his or her case, the Excom may by way of a special resolution (75% of the Excom present at the meeting with a minimum of three Excom members), impose an initial penalty for the first offence and a subsequent penalty for each identical offence thereafter.

- 15.5 Any fine imposed in terms of sub-rule 15.4, may if it is not paid within 14 days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of the Constitution and claimed by the Excom as part of the monthly levy instalments payable by the owner.

- 15.6 Should an owner fail or refuse to comply with these House Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the owner any costs incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.
- 15.7 The Excom may, from time to time, determine the amount of the initial and subsequent penalties.

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