

THE WATERKLOOF VILLAGE HOME OWNERS ASSOCIATION NPC
REGISTRATION NUMBER: 1995/000684/08
 ("Company")

HOUSE RULES

(Ratified at the 2020 AGM)

1. INTRODUCTION:

- 1.1 According to the provisions of the Company's Conduct Rules, these rules are binding upon all Members of the Company.
- 1.2 The purpose of these rules is to ~~further the objects of the Company~~ foster the primary and ancillary objects of the Company as set out in the Memorandum of Incorporation of the Company [MOI].
- 1.3 These rules also serve to further good neighbourly relations and will be interpreted and applied with that object in mind.
- 1.4 The basic principle is that each Member, a member of a Member's household or tenant will utilize and enjoy his Erf in such manner that:
 - 1.4.1 he does not impinge upon the rights of other Members;
 - 1.4.2 he respects the property rights of the Company;
 - 1.4.3 the interests of the Company are advanced and in no manner prejudiced;
 - 1.4.4 the market value and prestige of the Development will be enhanced;
 - 1.4.5 the conditions of the township and the provisions of the town planning scheme are complied with;
 - 1.4.6 he complies with the provisions of the MOI and the Companies Act, No. 71 of 2008, as amended.
- 1.5 The provisions that follow are merely special applications of these general principles. It does not mean that conduct which is not explicitly prescribed cannot be in conflict with these general provisions.
- 1.6 Any reference in the House Rules to a Member shall be deemed to also include a reference to each member of the Member's household (including children and employees), guests visitors, Contractors, service providers and/or tenants.
- 1.7 All the terms defined in the MOI of the Company shall, unless the context otherwise requires, bear the same meanings in these House Rules.

2. COMPANY CONDUCT RULES

Attention is drawn to provisions of the Company Conduct Rules that are of special significance:

- 2.1 The Company Conduct Rules form a contract between the Members and not only with the Company.
- 2.2 Ownership of an Erf is a prerequisite of Membership of the Company and Membership is not transferable. Accordingly, a Member cannot transfer his obligations to a lessee of his Erf.
- 2.3 Breach of these rules by any Member or a Member's household (including children and employees), guests visitor, Contractors, service providers and/or tenants shall be deemed to be a breach by the Member personally for which the Member will be held liable including in the case of the levying of any fine or penalty imposed by the Directors in terms of the Rules.
- 2.4 There is a prohibition on changes, additions, permanent or temporary structures erected without the consent of the Directors and after due compliance with the conditions set out in the Rules and Guidelines for Home Maintenance, Redevelopment and Landscaping of the

Company- (Annexure "~~CB~~"-to-the-Village-Conduct-Rules)

3. TRAFFIC RULES

- 3.1 The generally applicable road traffic rules must be obeyed with special reference to:
 - 3.1.1 speed limits (presently 20 km/h);
 - 3.1.2 traffic signs (Signs have been erected and must be honoured. Hooting must be avoided.); and
 - 3.1.3 Parents are solely responsible for their children's safety and ensuring that their children are made aware of the dangers relating to the use of streets;
- 3.2 Only the holder of a valid driving license which has been issued in terms of the Road Traffic Act may drive a vehicle of any nature whatsoever (including a motor cycle and golf cart) within the Development, on condition that the driver in question holds a valid driving license with the correct code for the vehicle that is being driven.
- 3.3 Vehicles such as motorcycles, scooters, delivery vehicles, lorries and recreational vehicles may only be used within the Development in order to reach the property of the particular Member, or to leave the Development.
- 3.4 Vehicles may not emit unnecessary noise.
- 3.5 Vehicles of every household (inclusive of tenants) must, in the ordinary course, only be parked within the boundaries of the Member's own Erf. Guests, invitees of and contractors executing work for any Member/tenant will park their vehicles on the Erf of the Member/tenant being visited alternatively only in the parking areas and parking bays on the Common Property which have been specifically demarcated as visitors` parking areas or bays. No demarcated public/visitor`s parking area or parking bay on the Common Property may be appropriated on a temporary, semi-permanent or permanent basis.
- 3.6 Caravans, trailers, boats, lorries etc., may not be parked or stored upon the Development parking areas on the Common Property in the Development, also not in the area beyond the gate. Temporary permits may be obtained from the Development manager.
- 3.7 Members/tenants should see to it that own vehicles and those of guests, invitees and contractors executing work for any Member/tenant do not encroach the Common Property or interfere with the ordinary flow of traffic or block the entrance to any Erf.
- 3.8 The arrangements and controls at the gate are for our own safety and must be respected and adhered to.
- 3.9 No quad bikes are permitted to be driven anywhere in the Development.
- 3.10 Members agree that the Directors shall have the right to impose penalties in consequence of a contravention of the Road Traffic Ordinance and/or these House Rules and Company Conduct Rules. Such penalties shall not be deemed a fine in terms of the Road Traffic Ordinance, but a penalty mutually agreed to by Member in question and the Company to ensure the safe and orderly use of the roads in the Development to the benefit of all its users.
- 3.11 Members/tenants may not on a semi-permanent or permanent basis make use of any demarcated public/visitors parking areas/bays or any other private parking areas/bays.
- 3.12 Parking of vehicles in demarcated public/visitor`s parking areas/bays must be done in such a way as to allow the free flow of traffic and not obstruct the view or access of other drivers on the Development.
- 3.13 A Member/tenant and his household may only in exceptional cases, on a temporary basis and after a formal written request for such use has been approved in writing by the Development Manager alternatively by the Board, make use of any demarcated public/visitor`s parking area or parking bay on the Common Property.
- 3.14 A site plan indicating all approved public/visitors parking areas/bays on the Development will

at all times be available for inspection on the notice board as well as in the office of the Development Manager, during his office hours.

~~3.15~~ Pedestrians, birds, wildlife and domestic animals (including dogs on a leash) shall at all times have the right of way on the Rental Properties, the Servitude Properties or the Common Property in the Development and all vehicles must be brought to a stop where ever necessary to effect this.

~~3.15~~

4. PETS

- 4.1 Animals may not be a nuisance and Local Authority bylaws relating to pets shall be strictly enforced. Barking of dogs, especially if owners are away, must be guarded against.
- 4.2 No Pet may be a danger to or attack others who live in,-visit or utilise any portion of the Development (including birds, wildlife or domestic animals).
- 4.3 Animal litter on public areas must be removed by their owners or handlers without delay. The use of poop scoopers or plastic bags is recommended.
- 4.4 Walking animals must at all times be under control and they shall at all times be kept on a physical leash which must be held by an adult who can physically control the animal on such leash when outside of the Erf of the Member in question and in communal areas of the Development. No animal may be tied to any stationary object on the Common Property in the Development.
- 4.5 Poultry, racing pigeons, aviaries, rabbits, wild animals, livestock, venomous insects, reptiles of any nature or the like shall not be permitted to be kept by residents in the Development, whether as pets or otherwise.
- 4.6 No pet shall be allowed to swim in the Pretoria Country Club ("PCC") dam or in any water feature situated on the Common Property or on the Rental Properties.
- 4.7 The Directors shall have the right to request that a Member or his tenant forthwith remove a pet which in the opinion of the Directors poses a threat to the health, safety or welfare of any other resident, visitor, employee, contractor or other pet or the wildlife in the Development or which pet violates any provision in this clause or should such a pet become a continuous nuisance or a danger in the Development.
- 4.8 No dog may roam freely or be enabled to roam freely on any portion of the Rental Properties, the Servitude Properties or the Common Property in the Development.
- 4.9 No Member and/or member of a Member`s household may jointly keep more than two dogs of any breed and/or two domesticated cats on his Erf. Each Member and members of a Member`s household who own and keep a domesticated cat(s) in and on their Erf in the Development, should fit a small audible bell to the collar of such domesticated cat. No Member or member of a Member`s household shall be entitled to keep any rabbit, pigeon, bird, poultry, rat, hamster, mouse, pig or snake in and on his Erf in the Development.
- 4.10 No employee of any Member, employee of a member of a Member`s household or any employee of any tenant on any Erf in the Development shall be entitled to own and keep any form of pet or animal (inclusive of a dog, domesticated cat, rabbit, pigeon, bird, poultry, rat, hamster, mouse, pig or snake, excluding a guide dog in the case of any Member or member of a Member`s household who has been medically certified as being blind) in and on any Erf in the Development.
- 4.11 No tenant of any Member nor any member of the household of any such tenant in the Development nor any employee of any tenant who:
- 4.11.1 moves into the Development; or
- 4.11.2 renews an existing lease agreement; or
- 4.11.3 ,having not kept any form of pet or animal on an Erf in the Development as at 27 August 2019, wishes to acquire, adopt or keep any pet or animal on an Erf in the Development,

after 27 August 2019, shall be entitled to own and keep any form of pet or animal (inclusive of a dog, domesticated cat, rabbit, pigeon, bird, poultry, rat, hamster, mouse, pig or snake, excluding a guide dog in the case of any Member or member of a Member's household who has been medically certified as being blind) in and on any Erf in the Development.

- 4.12 No Member and/or member of a Member's household or any employee of a Member is allowed to take any dog of any breed into and onto the neighbouring property registered in the name of the PCC through the PCC entry gate situated in the portion of land rented by the Company from the PCC, or otherwise.
- 4.13 No animal living in the Development may be bred for the purpose of the sale thereof or for any commercial or illegal purposes.
- 4.14 ~~Every~~Each Member ~~is shall be~~ liable for any damage or injuries caused by its pet to any one resident, person, other pet or property in the Development, ~~the pet of a member of a Member's household, the pet of a tenant of a Member or the pet of a visitor to a Member, member of a Member's household or the tenant of a Member. Each~~ The Member therefore indemnifies and hold the Company, ~~the Directors, employees, Member's tenants, contractors and visitors to the Development and hold it~~ harmless against any damage and claims, damages arising from such action, medical expenses, obligations, liabilities, other expenses, judgements, professional legal fees on a scale as between attorney and client and any other costs of any nature whatsoever arising from or caused by any pet of such Member.

5. THE DAM

The dam is the property of the City Council of Pretoria. The PCC holds a servitude over the dam. Neither the Company nor any Member has any rights in respect of the dam. Swimming, fishing and boating without the prior written consent of the PCC is strictly prohibited because it will be deemed to constitute a breach of the agreement between the Company and the PCC and will jeopardise the Company's relationship with the PCC. The PCC requires as a precondition to its consent a written indemnity against any claims. In the event of use, Members and their household, their guests/visitor, tenants and employees will also have to indemnify the Company.

6. ECOLOGY, FIREWORKS, FIREARMS OR WEAPONS, GIFTS

- 6.1 No littering is allowed on the Development.
- 6.2 No removal of or damage to trees or plants (flora) is allowed on the common property, rental properties and servitude properties.
- 6.3 Animals (fauna) may not be injured, trapped, harassed, interfered with, removed, poisoned or killed on the Development.
- 6.4 No litter, garden waste or other rubbish may be stored or accumulated on any of the Erven or in the Development.
- 6.5 Inflammable material, unless for ordinary household use, may not be stored.
- 6.6 Music, noise and the activities/conduct of all Members, a member of a Member's household, tenants, visitors and employees of Members and tenants must be contained within reasonable levels and not create any form of nuisance or disturbance in the Development, especially during the evening from 23h00.
- 6.7 Washing and rubbish bins must, as far as reasonably possible, be kept out of the public eye.
- 6.8 No fire or private functions or picnics are allowed on the Development property (including Rental Properties) without the written consent of the Directors.
- 6.9 It is strictly forbidden to discharge a firearm (including pellet gun), shoot with a paintball gun, use a crossbow or blowpipe or catapult in the Development (including Rental Properties).
- 6.10 The lighting or activating of any form of fireworks in the Development (including Rental Properties) is strictly forbidden.
- 6.11 Members are not allowed to compensate (money or otherwise) employees or contractors of the Company or retain their services during working hours. Contributions by members to the Village's Christmas bonus fund serves as an alternative to distribute rewards equitably.

7. PUBLIC SPACES

Public spaces (the ~~Common Property~~Common Property, the Rental Properties and the Servitude Properties) are for the

reasonable use of all Members and may not be appropriated by any Member. The fact that a Member has obtained special permission to use an area on the ~~Development, does~~ Development, does not divest other Members of their rights of access and use.

8. USE OF DWELLINGS

- 8.1 Overpopulation of any dwelling on an Erf is prohibited. In order to determine whether a dwelling or any particular room on an Erf is overpopulated, the Directors shall take cognisance of the normal use of the dwelling, its rooms, and more especially the nature and quality of the Development as a residential area, and the preservation of its market value and exclusivity.
- 8.2 Stands are zoned "special residential" and buildings on an Erf may be used as dwellings only.
- 8.3 The use of any Erf for business or professional purposes is prohibited.
- 8.4 No Erf may be utilised for the purposes of a commune.

9. FINES

9.1 Should any Member or anyone in a Member's household (including children and employees), guests, Contractors, service providers and/or ~~or~~ tenants contravene any provision of the Village Conduct Rules or these House Rules, the Directors may in their discretion, depending on the nature and severity of the contravention or infringement, either:

9.1.1 inform that Member in writing of the contravention or infringement and:

- grant the Member 14 (fourteen) days from the date of the letter within which, in writing, to justify the conduct forming part of the contravention or infringement alternatively to make representations to the Board concerning the accusations re the contravention or infringement or the levying of a fine as provided for in Clause 15 of these House Rules;
- require of that Member or anyone in a Member's household (including children and employees), guests/visitors, Contractors, service providers and/or ~~or or tenants or tenants~~ to desist from that contravention, infringement or behaviour immediately or within a reasonable period of time, or to rectify such contravention, infringement or behaviour;
or

9.1.2 direct the Member to stop the contravention, infringement or behaviour and immediately levy the first or further fines on the Member on the basis provided for in clause 9.3 below, read with clause 15 below.

9.2 Notice of any contravention or infringement will either be given telephonically or electronically and by placing the notice in the Member's post box in the Development if the Member cannot be reached otherwise.

9.3 ~~Should the Member fail to desist or should he repeat the same contravention, alternatively, depending on the nature and severity of the contravention or infringement if the Member was immediately fined by the Directors, the Directors, duly authorised in terms of the MOI, may immediately impose a fine or further fines as prescribed in clause 15 below upon the Member, in the case where a first fine was not immediately imposed, after having given the Member the opportunity to justify his conduct in writing or otherwise make representations concerning the accusation or the fine(s). In the event of the Member committing a second or further contravention of the same offence within 18 months of the previous offence, the D~~ irectors may in their discretion apply the fines referred to in column 2 or 3 of the clause 15 schedule.

9.4 The Directors may nevertheless take whatever legal steps they regard appropriate, over and above the imposing of a fine or fines, against any contravening or infringing Member or a tenant of a Member.

10. PROPERTY TRANSACTIONS

- 10.1 No private or Development agent "for sale", "to let", "sold" or the like boards shall be erected anywhere in the Development without the written approval of the Directors.
- 10.2 Door-to-door calls ("cold canvassing") of Members by Development agents or any other marketing agent is prohibited.

10.3 No show houses are permitted in the Development.

11. SECURITY

11.1 All Members, members of a Member's household, tenants of Members and their respective employees, contractors, service providers and/or guests/visitors shall be obliged to comply with the security rules and other security directives, protocols, processes, procedures and access control measures as adopted and published by the Board of Directors of the Company from time to time relating to security issues, with the inclusion of but not limited to access to or egress from the Development (which covers the main gate and the PCC gate), monitoring and supervision of staff, and safety precautions (including procedures with respect to children, pets, vehicles, fire prevention and control, and emergency protocols). A copy of the Waterkloof Village Main Gate and the PCC gate prescribed access and egress security processes, -procedures, -controls, -policies and -protocols are attached hereto marked Annexure "X" ("**Access Control Security Policy**").

~~11.2 Security officials shall at all times be treated respectfully and courteously and in a cooperative manner.~~

~~11.311.2 All Members, members of a Member's household, tenants of Members and their respective employees, contractors, service providers and/or guests/visitors~~ Members must at all times treat security personnel respectfully, courteously and in a cooperative manner. No Member, member of a Member's household, tenant, employee, contractor service provider or visitor and may not under any circumstances make any threat to any security guard/official.

~~11.411.3~~ All security protocols and processes stipulated in the Access Control Security Policy at the gatehouses and the PCC gate shall be strictly adhered to at all times. Under no circumstances shall any Member, members of a Member's household, tenants of Members and their respective employees, contractors, service providers and/or guests/visitors member of a Member's household or tenant of a Member or any person other than security personnel, Directors or authorised personnel be allowed into the guardhousegatehouse.

~~11.511.4~~ The terms of the Access Control Security Policy must be diligently enforced by every Member upon the members of its household, tenants, employees, contractors, service providers and visitors. No visitor or any category of employee, contractor or service provider may enter the Development (either through the main gate or the PCC gate) without being issued with the requisite authorisation. All shuttle service vehicles, taxis, Uber vehicles, privately arranged transport vehicles, Bolt vehicles, E-taxi and any other similar transport service will be treated and processed as visitors to the Development.

~~11.611.5~~ Each Member takes full responsibility and accepts accountability for the use of all security access discs and/or security access cards issued in the name of such Member, by any and all members of the Member's household, such Member's tenants and employees.

~~11.711.6~~ Each Member, members of a Member's household and tenant of a Member, including their visitors but excluding their employees, who accesses or egresses the main gate in the Development as a pedestrian or cyclist undertakes to at all times adhere to and will be subject to the terms applicable to pedestrians and cyclists as stipulated in the Access Control Security Policy.

~~11.811.7~~ All employees, gardeners and domestic workers of Member's, members of a Member's household, tenants of Member's and service providers must be in possession of their security access cards at all times and shall at all times be subject and adhere to the terms stipulated in the Access Control Security Policy which have been made applicable to them.

~~11.911.8~~ All Members, members of a Member's household, tenants of Members and their respective employees, contractors, service providers and/or guests/visitors ~~Every member, their visitors, employees, contractors and their representatives must comply with prevailing security access control, security processes and procedures. No Member, member of a Member's household and tenant of a Member may under any circumstances furnish any of their security access disks or security access cards to any third party in order to assist or enable such third party to gain access or egress from the Development. No Member may under any circumstances bring any form of labour/contractor into or out of the Development without following the approved security procedures in terms of permits or access/egress procedures and protocols stipulated in the Access Control Security Policy (Annexure X).~~

~~11.1011.9~~ No Member, member of a Member's household and tenant of a Member may under any circumstances allow any third party to use any of its security access discs or security access cards

to gain access or egress from the Development.

41.111.10 Any security guard employed at the main gate and/or physically or through the camera system installed in the Development at the PCC gate in the Development, may at any time request any Member, member of a Member`s household, tenant of a Member and their employees, service providers and contractors to produce their security access disc or security access card for inspection and verification, upon accessing or egressing from the Development.

- ~~41.42~~11.11 All Members, residents, visitors, tenants and invitees must adhere to security protocol and processes and may not use access cards or discs belonging to another person or Member.
- ~~41.43~~11.12 Security related incidents must be reported to the security guards at the guardhouse, Estate Manager and security Director~~control room~~ immediately.
- ~~41.44~~11.13 Except for the Directors, no person shall authorise a deviation from the rules which covers all operational aspects for access/egress and movement on the Development.
- ~~41.45~~11.14 No electric fences of any kind may be erected by residents inside the Development boundary or their Erf.
- ~~41.46~~11.15 The Company in conjunction with Members residing along the electrified boundary fence of the Development shall at all times keep the said electric fence clear of any vegetation. Members and their tenants shall at all times advise the members of their households and any visitors/contractors/employees and service providers of the dangers pertaining to such electric fences. Members, members of a Member's household and their tenants shall allow security staff and contractors and service providers appointed by the Directors and/or estate manager to enter their Erven on reasonable notice to inspect or repair the electric fence or security systems when required.
- ~~41.47~~11.16 No Members or their tenants may issue instructions to or countermand the standing instructions issued to security personnel.
- ~~41.48~~11.17 No Member, a member of a Member's household, tenant or visitor, or employee or contractor of any Member or tenant shall act in any way or conduct itself in any way if such action or conduct can be deemed to interfere with or prevent any of the security guards in the Development in the execution of their standing instructions or the adhering to their standing orders at any time. These actions or conduct shall be deemed to include any deliberate lack of cooperation by any Member, a member of a Member's household, tenant or visitor, or employee or contractor of any Member or tenant with any reasonable request or instruction issued by any of the security guards on duty in the Development.
- ~~41.49~~11.18 All classes of visitors to the Development must produce either a valid original driving license, or valid original identity book or passport for access to the Development, failing which such visitors may be refused entry.
- ~~41.20~~11.19 The Development will be manned by security twenty-four hours a day, seven days a week and patrolled on an ongoing basis.
- ~~41.24~~11.20 To facilitate entering the Development, Members and their tenants are requested where possible to advise security in advance of large groups of guests/visitors by contacting the control room with their relevant particulars.
- ~~41.22~~11.21 No Member, members of a Member's household, tenants of Members and their respective employees, contractors, service providers and/or guests/visitors ~~Member or their tenants and any of their employees/guests/visitors/Contractors~~ shall make or be party to the making of any false alarm.
- 11.22 Deliberate obstruction of access and egress to/from the Development is prohibited.
- 11.23 No Member, members of a Member's household, tenants of Members and their respective employees, contractors, service providers and/or guests/visitors shall enable or facilitate tailgating at the main gate, i.e. gaining unauthorised access into or exiting the Development by slipping under the boom which was raised to allow access/egress to previous person/driver.
- 11.24 No Member or his tenants may employ private security guards to patrol the outside of their Erven. Should private security be required, the Member or his tenants may only make use of the security company contracted by the Company by prior arrangement and all costs will be for the account of the Member or his tenants. Private security guards may not carry unconcealed arms and may under no circumstances patrol or walk-about outside the boundaries of an Erf.
- 11.25 No Member, members of a Member's household, tenants of Members and their respective employees, contractors, service providers and/or guests/visitors ~~Member, member of a Member's household or a tenant of a Member and/or any of their~~

~~employees/visitors/Contractors/service providers~~ shall at any time interfere with, remove or damage any of the security equipment, security systems or camera surveillance equipment which have been installed on the instructions of the directors or estate manager in the Development. Should any such interference with, removal or damage be so effected, the relevant Member will be held liable for any and all such replacement- and/or repair costs, which costs shall include the costs of contracting the deployment of additional security guards in the Development for the full period during which such replacements and/or repairs have to be effected.

- 11.26 The flying or operation by any Member, tenant, visitor/[guest](#) or any member of their households of any form of unmanned remotely controlled drone (including unmanned aircraft, plane or helicopter) in the Development (including Rental Properties) or in the air space above the Development (including Rental Properties), whether same is equipped with any form of camera, recorder or other data or video capturing equipment or not, which might in any way whatsoever be deemed to
- 11.26.1 invade the privacy of any Member, tenant and/or their households; or
 - 11.26.2 pose any form of risk to the Erf, property or assets of any Member, tenant and/or their households, or
 - 11.26.3 endanger the life or physical wellbeing of any Member, tenant and/or their households; or
 - 11.26.4 endanger the life or physical wellbeing of any animal belonging to any Member, tenant and/or their households and/or the life or physical wellbeing of any wild animal; or
 - 11.26.5 cause any form of noise or other form of pollution, is
- strictly prohibited.
- 11.27 Security officials of the security company/Contractors appointed by the Board and/or estate manager from time to time shall at all times be entitled to inspect the vehicles of all Contractor's, service providers, shuttle service drivers, taxi drivers, Uber driver's, privately arranged transport drivers, Bolt drivers, E-taxi drivers and vehicles of any other similar transport service at the time of entry to or egress from the Development by inspecting the boots and cabins of their vehicles, inside the canopies or under the tarpaulins of any and all Bakkie's and inside any containers found in the boot of any vehicle or inside the canopies or under the tarpaulins of any and all Bakkie's.
- 11.28 In exceptional circumstances where it may be allowable by law, for example where a security guard on duty reasonably believes that any employee of a Member, contractor or service provider and/or any of their individual employees has committed a crime or is about to commit a crime in the Development, then and only in such event a security guard on duty may search the parcels/backpacks or bags of any such individual employee, contractor or service provider at the point of access to or egress from the Development. In all other circumstances a security guard on duty shall be entitled to reasonably request any such employee of a Member, contractor or service provider and/or any of their individual employees whether they have in their possession any item(s) which they wish to remove from the Development. If they answer in the affirmative, the security guard on duty would be entitled to request sight of a written letter which will have to be produced and handed to the security guard on duty, which has been issued by a Member, member of a Member's household or tenant of a Member, in which letter each and every item so removed are individually itemised and described. In the event that no such written letter can be produced to the security guard on duty, the security guard on duty shall be entitled to forthwith contact the relevant Member, member of a Member's household or tenant of a Member to enquire whether such employee of a Member, contractor or service provider and/or any of their individual employees legally entitled to remove such complete list of items. If the required oral or written permission cannot be obtained in the afore said way, the security guard on duty shall be entitled to refuse the removal of each such individual item from the Development.
- 11.29 The Board applies a policy of zero tolerance regarding any transgression/infringement of the rules stipulated in this clause 11 inclusive of the rules stipulated in the Access Control Security Policy ([Annexure X](#)).

12. PAYMENT OF LEVIES

- 12.1 Levies and other amounts owed to the Company are payable on demand.
- 12.2 Should a Member fail to make payment by the due date after an account has been sent to that Member, interest shall be payable at the prime rate of the Company's bankers plus 3% calculated from the due date.

- 12.3 If an account is not settled with interest within two calendar months, legal steps will be taken without further notice.
- 12.4 If the Directors are of the opinion that there is a risk that any amount may not be recovered from a Member, it may take legal steps as soon as the amount is due and payable.

13. PROCEDURE FOR THE APPROVAL OF ALTERATIONS/ADDITIONS TO VILLAS

- 13.1 The Rules and guidelines for home maintenance, redevelopment (building alterations), landscaping and appearance of villas are prescribed in Article 3.19 of the MOI and ~~documented are attached to The Village Conduct Rules~~ as Annexure "CB".
- 13.2 The Directors shall in their discretion from time to time be entitled to amend or alter the Rules and Guidelines for Home Maintenance, Redevelopment (building alterations), Landscaping and Appearance of Villas and to increase or amend any of the Building Approval Fees as per Appendix A to the Rules and Guidelines for Home Maintenance, Redevelopment (building alterations), Landscaping and Appearance of Villas ("**Aesthetic Rules**").
- 13.3 In the period between two Annual General Meetings Directors shall be entitled to amend, delete or substitute any rule or prescribed fee in the Aesthetic Rules, if it is reasonably necessary to do so. The Directors must submit all such amendments, deletions or substitutions to the immediately following Annual General Meeting for ratification.
- 13.4 Members, tenants and their households are again reminded that NO existing colour scheme of any external wall, chimney, alcove, defined area, plaster surrounds, painted verandah, painted deck, painted balcony, painted pergola, painted porch, painted balustrade, painted railing or external staircase on any Erf, may be altered or amended, even if such paint project can be defined as a "minor project" in terms of the Aesthetic Rules, unless a written application containing full particulars of such envisaged colour scheme change which has to fall within the prescribed Waterkloof Village Colour Palette has first been submitted by the Member in question to the Board, and until such application has been approved in writing by the Board in terms of the prescribed procedures in the Aesthetic Rules.
- 13.5 For purposes of the Aesthetic Rules and these House Rules, any reference to a "**Contractor**" shall be deemed to be inclusive of any contractor, independent contractor, any employee (whether permanent or temporary) of any Member or contractor or independent contractor, which is instructed or appointed or tasked (whether for reward or not) to do any form of maintenance work (broadly defined) in the Development.
- 13.6 A Contractor shall be entitled to neither sleep nor overnight on any building site, Erf or any portion of the Development at any stage nor be permitted to be present inside the Development outside of the permissible hours prescribed in the Aesthetic Rules.

14. TREES AND VISTAS

- 14.1 The protection of reasonable vistas of all Members and their tenants is important. The planting and non - maintenance of trees that could have an impact on the views of Members must be done accordingly, whether on common or owned property.
- 14.2 If the Directors are of the opinion that there is a material impact on the vistas of a complaining resident it may request the Member to rectify the situation as soon as possible.
- 14.3 The Directors will be responsible for regular maintenance of the trees on the Common Property, the Servitude Properties and the Rental Properties and will do so on a regular basis without interference from the Members or that of their tenants.
- 14.4 Members will be responsible for regular maintenance of trees and shrubs on their Erven to prevent any interference with or obstruction thereof of any security equipment.

15. SCHEDULE OF TRANSGRESSIONS & PENALTIES/FINES

(This Schedule is a guideline, amended from time to time, with additions and deletions as deemed necessary by the Directors from time to time)

DESCRIPTION OF TRANSGRESSION	1 ST OFFENCE	2 ND OFFENCE	3 RD OFFENCE ONWARDS
TRAFFIC RELATED			
Speeding, reckless driving and dangerous driving	Written warning R250	R500	R750
Skipping stop signs.	Written warning	R500	R750
Parking a vehicle anywhere on the Common Property other than in a demarcated public/visitors parking bay, using a public/visitors' parking bay on a semi-permanent or permanent basis or parking a vehicle in such a way that it is disturbing the free flow of traffic in the Development.	Written warning	R250 R500	R750
Driving of vehicles including golf carts by any person under the age of 18 without a valid driving license.	Written warning	R250	R750 R500
DISTURBING THE PEACE			
Noise or disturbance generated by music, electronic instruments, mechanical and/or electrical equipment (including petrol/diesel equipment), partying and the activities or actions or conduct of Members, a member of a Member's household, tenant or visitor/ guest , or employee or contractor of any Member or tenant.	Written warning	R1 000	R2 000
SECURITY			
Unauthorised use of access cards or disks by any person.	R2 000	R3 000	R4 000
Unauthorised entry into the Development or allowing any third party to access/exit the Development by any Member, a member of a Member's household or tenant, or employee or contractor of any Member or tenant allowing anybody into the Development without following the stipulated procedures in the approved Access Control Security Policy.	R2 000	R3 000	R4 000
Treating the security guards in an abusive manner, preventing the security guards from exercising their duties or interfering with any of the duties and standing orders/ instructions of the security guards. This shall include showing a lack of cooperation with any reasonable request or instruction issued by any of the security guards.	R500 R2000	R1-000 R3000	R2-000 R4000
Threatening of a security guard/official, any other Member, members of a Member's household, tenants of Members and their respective employees, contractors, service providers and/or guests/visitors Member, member of a Member's household, tenant, employee, contractor, service provider or visitor	R1-000 R2000	R2-000 R3000	R3-000 R4000
Issue instructions to any security personnel/guards or countermand the standing instructions issued to security guards.	R2000	R3000	R4000
Bringing any form of labour or contractor or service provider into or out of the Development without following the approved security procedures in terms of permits or access/egress procedures and protocols stipulated in the Access Control Security Policy.	R24 000 p/p	R32 000 p/p	R43 000 p/p

<p>If any Member, member of a Member`s household or tenant of a Member allows any third party (including any of their or any other Members`, members of another Member`s household or any tenant of another Members` employee, visitors/<u>guests</u>, service providers and/or Contractors and any of their respective employees) into or to exit the Development without following the approved Access Control Security Policy. The drivers of all shuttle service vehicles, taxis, Uber vehicles, privately arranged transport vehicles, Bolt vehicles, E-taxi and any other similar transport service will be included in this prohibition.</p>	R 21 000 p/p	R 32 000 p/p	R 43 000 p/p
<p>Tailgating i.e. gaining unauthorised access into <u>or exiting</u> the Development by slipping under the boom which was raised to allow access/<u>egress</u> to previous person/<u>driver</u>.</p>	R2 000	R3 000	R4 000
<p>Deliberate obstruction of access/egress to/from Development.</p>	R10 000 per incident		

If any Member, member of a Member`s household or tenant of a Member furnishes any of its registered security access disks or security access cards to any other Member, member of another Member`s household, tenant of another Member or to any other third party in order to assist or enable such other person or third party to gain access or egress from the Development	R2 000	R3 000	R4 000
If any Member, member of a Member`s household or tenant of a Member allows any other Member, member of another Member`s household, tenant of another Member or any other third party to utilise any of its registered security access disks or security access cards in order to assist or enable such other person or third party to gain access or egress from the Development	R2 000	R3 000	R4 000
If any employee/visitor/contractor/service provider of any Member, member of a Member`s household or tenant of a Member refuses to adhere to or comply with any of the terms stipulated in the Access Control Security Policy.	R2 000	R3 000	R4 000
Any form of non-adherence or non-compliance, willful or otherwise, of any of the vehicular security and access measures stipulated at the main gate and/or the PCC gate in the Access Control Security Policy	R2 000	R3 000	R4 000
Any form of non-adherence or non-compliance, willful or otherwise, of any of the security and access measures stipulated in respect of the PCC gate in the Access Control Security Policy	R2 000 and the revoking of the mobile phone access mechanism for a period of 3 months	R3 000 and the revoking of the mobile phone access mechanism for a period of 4 months	R4 000 and the revoking of the mobile phone access mechanism for a period of 6 months
Any form of non-adherence or non-compliance, willful or otherwise, of any of the pedestrian/cyclist security and access measures stipulated in respect of the main gate in the Access Control Security Policy	R1 000	R2 000	R3 000
Any deliberate damage to or deliberate interfering with any of the security equipment, security systems or camera surveillance equipment which have been installed in the Development (including Rental Properties)	Cost of repair plus R2 000	Cost of repair plus R3 000	Cost of repair plus R4 000
Any unauthorised entering of the security guard gatehouse at the main gate	R1 000	R2 000	R3 000
PETS			
Barking dogs. Pets becoming a nuisance in the Development.	R1000 per dog/pet Written warning	R2-000 1000 per dog/pet	R3-000 2000 per dog/pet
Pets roaming the common property in the Development or entering another Member`s Erf.	R500 per dog/pet Written warning	R1-000 750 per dog/pet	R1500 per dog/pet
Dogs not under direct control on a physical leash or held by an adult who can physically control the animal on such leash, whilst being walked in the Development.	R500 per dog/pet Written warning	R1-000 750 per dog/pet	R2-000 1500 per dog/pet
Animal tied to any stationary object on the Common Property in the Development.	R500 per dog/pet Written warning	R1-000 500 per dog/pet	R1-500 1000 per dog/pet

<p>Damage or injuries caused to or attack by any pet/dog of any resident, <u>to any person, employee, contractor, security guards</u>, other pet or property in the Development. Any pet/dog posing a threat to the health, safety or welfare of any other resident, visitor, employee, contractor, <u>security guards</u> or other pet or the wildlife in the Development.</p>	<p>R1 000 per dog/pet over and above the other fines listed under the heading "Pets" above</p>	<p>R2 000 per dog/pet over and above the other fines listed under the heading "Pets"</p>	<p>R3 000 per dog/pet over and above the other fines listed under the heading "Pets" above</p>
<p><u>Fauna removed or damaged.</u></p>	<p><u>R1 000</u></p>	<p><u>R2 000</u></p>	<p><u>R3 000</u></p>

		above	
Keeping more than two dogs or two cats.	Written warning (30 days to comply)	R2 000 per pet in excess of the allowed number, per month	<u>R2 000 per pet in excess of the allowed number, per month</u>
Breeding of any dog/pet/animal for the purpose of the sale thereof or for any commercial or illegal purposes.	R500 per pet	R1 000 per pet	R2 000 per pet
Dogs/pets swimming in dams/public water features.	R250 per dog/pet	R500 per dog/pet	R750 per dog/pet
Not removing pet excrement or carrying receptacle for same.	R250 Written warning	R500	R750
Injury, trapping, harassing, poisoning or killing of any animals in the Development. Flora chased, trapped, harmed/injured, poisoned, killed, removed or interfered with or harassed, in any way.	R500 250 per animal over and above the other fines listed under the heading "Pets" above	R750 500 per animal over and above the other fines listed under the heading "Pets" above	R1000 750 per animal over and above the other fines listed under the heading "Pets" above
Taking a dog onto or into the property registered in the name of the PCC through the PCC gate	Written warning	R250 per dog/pet	R500 per dog/pet
If any tenant of a Member, any member of the household of any tenant of a Member or any employee of a tenant of a Member in the Development: <ul style="list-style-type: none"> • moves into the Development; • renews an existing lease agreement; or • having not kept any form of pet or animal on an Erf in the Development as at 27 August 2019, after 27 August 2019 brings or keeps any form of pet or animal (inclusive of a dog, domesticated cat, rabbit, pigeon, bird, poultry, rat, hamster, mouse, pig or snake, excluding a guide dog in the case of any Member or member of a Member's household who has been medically certified as being blind) in and on any Erf in the Development 	Written warning with 30 days within which to remove such animal or pet	R1 000 per animal or pet per month, over and above the other fines listed under the heading "Pets" above.	R2 000 per animal or pet per month, over and above the other fines listed under the heading "Pets" above.

CONTRACTORS			
Contractors working or Members or tenants performing construction or maintenance work outside permitted times without written permission.	R1 000	R2 000	R3 000
Contractor workers or any of their employees leaving their specified building site on any Erf on foot not transported to and from the building site to the main access gate by the Contractor in his vehicle.	R500	R750	R1 000
Contractors not keeping their sites clean, tidy & properly screened.	Written warning (48 hours to comply)	R2 000 per week	R3 000 per week
Fires lit on building sites by Contractors and/or their workers/employees.	R1 000	R2 000	R3 000
Dumping of rubble, refuse or building material anywhere in the Development.	R2 000	R2 500	R3 000
Littering anywhere in the Development.	Written warning	R250	R500

Burning of rubbish in the Development.	R1 000	R2 000	R3 000
Fauna and flora chased, trapped, harmed, removed or interfered with or harassed in any way.	R1 000	R2 000	R3 000
GENERAL			
Operating a business in the Development without prior Local Authority and/or HOA approval.	Written warning (30 days to comply)	R20 000 p/m from month 1-3 and R50 000 p/m from month 4 onwards (with potential legal action)	
Unauthorised advertising in the Development.	R1 000	R2 000	R4 000
Unauthorised flying of remotely piloted aircraft systems	R500250	R750500	R1 000
Vandalism to any of the Rental Properties, the Servitude Properties or the Common Property or to any structure in the Development	Cost of repair Plus R1 000	Cost of repair Plus R2 500	Cost of repair Plus R5 000
The willful and intentional discharge of a firearm (including pellet gun), excluding a scenario where same is done in self-defense, shooting with a paintball gun, using a crossbow or blowpipe or catapult or the lighting or activation of any form of fireworks.	R1 000	R2 000	R3 000
<u>Provide any compensation (money or otherwise) to employees or contractors of the Company. Retain the services of employees or contractors of the Company during working hours.</u>	<u>Written warning</u>	<u>R500</u>	<u>R1000</u>
Non-compliance with any of the Aesthetical guidelines.	R3 000 per month from month 1-2 R5 000 per month from month 3 onwards		
Building without approved building plans / deviating from approved building plans	R3 000 per month from month 1-2 R10 000 from month 3 onwards		
Any form of building encroachment of any other Erf, the Rental Properties, the Servitude Properties or the Common Property in the Development.	Written Warning (7 days to comply)	R5 000 per month	
Erection of any Wendy houses, shacks and/or other structures on an Erf in contravention of the House Rules.	Written Warning (14 days to comply)	R3 000 per month from month 1-2 R5 000 per month from month 3 Onwards.	