

## ANNEXURE "A"

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

#### **HOUSE RULES** (DRAFT 20265)

#### **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 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 The Member remains responsible and liable for any breaches or transgressions committed by a family member, employee, agent, contractor, sub-contractor, service provider, tenant, visitor, or guest (including any customer, client or patient) whilst in or about the Development.
- 1.7 All the terms defined in the MOI of the Company shall, unless the context otherwise requires, bear the same meaning in these House Rules.

#### **2. COMPANY CONDUCT RULES**

Attention is drawn to the 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 (including any customer, client or patient), visitors, contractors, sub-contractor, service providers, agents, tenants shall be deemed to be a breach by the Member personally for which the Member will be responsible and 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 "C").

### 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~~motorcycle 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, service providers and contractors executing work for any Member/tenant will park their vehicles on the Erf of the Member 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 Estate Manager.
- 3.7 Members/tenants should see to it that their own vehicles and those of guests, invitees, service providers 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 the 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 Estate 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 Estate 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 wherever necessary to effect this.

#### 4. PETS

- 4.1 Animals may not be a nuisance and Local Authority bylaws relating to pets shall be strictly enforced. ~~Barking-of~~Barking 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) or to contractors, service providers and employees.
- 4.3 Animal litter in 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, birds, aviaries, rabbits, wild animals, livestock, venomous insects, reptiles of any nature or the like shall not be permitted to be kept by Members 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 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 Member is liable for any damage or injuries caused by its pet to anyone or property in the Development. The Member therefore indemnifies the Company, and hold it harmless against any damage and claims, damages arising from such action.

## 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. A Member indemnifies the Company against any claim of the PCC or City of Tshwane Municipal Council in respect of such claim arising of the prohibition aforesaid.

## 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~~ 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 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 Servitude and 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 (including bow and arrow) 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 Servitude and Rental Properties) is strictly forbidden.
- 6.11 Members are not allowed to compensate (money or otherwise) employees or contractors or service providers 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, 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 not divest other Members of their rights of access and use. A Member may not prevent any other Member from the use of Common Property.

## **8. USE OF DWELLINGS**

- 8.1 Overpopulation of any dwelling on an Erf is prohibited. In order to determine whether a dwelling or any 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 any of the persons refer to in clause 1.6 contravene any provision of the Village Conduct Rules or these House Rules (including the Security Access Control Policy), the Directors may in their discretion, depending on the nature and severity of the contravention or infringement, either:
  - 9.1.1 inform the 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/penalties as provided for in Clause 15 of these House Rules;
    - require of that the Member 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/penalties 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 In the event of the Member committing a second or further contravention/infringement of the same offence within 18 months of the previous offence, the Directors may in their discretion apply the fines/penalties 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 (including penalties), against any contravening or infringing Member.

## **10. PROPERTY TRANSACTIONS AND ESTATE AGENTS**

- 10.1 No private or Development agent or Estate 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 Estate Agent or any other marketing agent is prohibited.

- 10.3 No show houses are permitted in the Development.
- 10.4 Any Estate Agent (agent) appointed by a Member must be registered with the appropriate professional body (PPRA). An appointed Estate Agent must register with the Waterkloof Village Estate Manager prior to conducting business within the Development, in order to structure and regulate their activities within the Development.

## 11. SECURITY

- 11.1 All Members 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 All Members must at all times treat security personnel respectfully, courteously and in a cooperative manner and may not under any circumstances make any threat to any security guard/official.
- 11.3 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 or any person other than security personnel, Directors or authorised personnel be allowed into the guardhouse.
- 11.4 The terms of the Access Control Security Policy must be diligently enforced by every Member upon the members of its household, tenants, employees, contractors, sub-contractors, service providers, guests, agents and visitors. No visitor or guest 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 formal 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.
- 11.5 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 (including the use of the ClickON and PCC gate access applications), by any and all members of the Member's household, such Member's tenants and employees.
- 11.6 Each Member but excluding their employees, contractors and service providers, 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.
- 11.7 All employees, gardeners and domestic workers of Member's, members of a Member's household, tenants of Member's and service providers must always be in possession of their security access cards 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.
- 11.8 All Members must comply with prevailing security access control, security processes and procedures. No Member may under any circumstances bring any form of labour/contractor/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 (Annexure X).
- 11.9 No 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. This includes the use of the ClickON and PCC gate access applications by third parties to gain access or to egress from the Development.
- 11.10 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 to produce their security access disc or security access card for inspection and verification, upon accessing or egressing from the Development.

- 11.11 All Members must adhere to security protocol and processes and may not use security access cards or security access discs belonging to another person or Member (including the ClickON and PCC gate access applications).
- 11.12 Security related incidents must be reported to the security guards at the guard house, Estate Manager and security Director immediately.
- 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.
- 11.14 No electric fences of any kind may be erected by Members inside the Development boundary or their Erf.
- 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 shall at all times advise the members of their households and any visitors/guests/contractors/employees/agents and service providers of the dangers pertaining to such electric fences. Members 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.
- 11.16 No Members may issue instructions to or countermand the standing instructions issued to security personnel.
- 11.17 No Member 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 with any reasonable request or instruction issued by any of the security guards on duty in the Development.
- 11.18 All classes of visitors to the Development must produce either a valid original driving license, or valid original identity book or valid original passport for access to the Development, failing which such visitors may be refused entry.
- 11.19 The Development will be manned by security guards twenty-four hours a day, seven days a week and patrolled on an ongoing basis.
- 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.
- 11.21 No Member shall make or be party to the making of any false security alarm or panic alarm (ER24).
- 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 (including PCC 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 may employ private security guards to patrol the outside of their Erven. Should private security be required, the Member 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. 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 shall at any time interfere with, remove or damage any of the security equipment, security systems or camera surveillance equipment (including security lights) which have been installed on the instructions of the Directors or Estate Manager in the Development.

Should any such interference, 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 of any form of unmanned remotely controlled drone (including unmanned aircraft, plane or helicopter) in the Development (including Servitude and Rental Properties) or in the air space above the Development (including Servitude and Rental Properties), whether same is equipped with any form of camera, light, laser, jamming device, 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; or
- 11.26.2 pose any form of risk to the Erf, property or assets of any ~~Member~~Member, or
- 11.26.3 endanger the life or physical wellbeing of any Member; or
- 11.26.4 endanger the life or physical wellbeing of any animal belonging to any Member and/or the life or physical wellbeing of any wild animal; or
- 11.26.5 interfere with the security systems and their functioning
- 11.26.6 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 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 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/breach 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 as specified in the MOI.
- 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 clause 10.13 of the MOI and documented as Annexure "C".
- 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 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. This includes the repainting of the exterior of the house even where no colour scheme change is envisaged, written approval is required.
- 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 service provider, 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 or service provider 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, VISTAS AND GARDENS

- 14.1 The protection of reasonable vistas of all Members 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 resident complaining ~~it~~they may request the Member to rectify the situation as soon as possible.
- 14.3 The Directors will be responsible for regular maintenance, landscaping, removal, replacement and planting of ~~trees, shrubs~~trees, shrubs and grass on the Common Property, the Servitude Properties and the Rental Properties and will do so on a regular basis without the consent of or approval by or interference from the Members. Members are not allowed to re-landscape gardens, removal, replacement and planting of trees, shrubs and grass on Common Property, the Servitude Properties and the Rental Properties.
- 14.4 Members may not countermand instructions given to gardening staff and/or landscaping contractors.
- 14.5 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 and system or the damage to the Development infrastructure.

### 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 <sup>ST</sup> OFFENCE | 2 <sup>ND</sup> OFFENCE | 3 <sup>RD</sup> OFFENCE ONWARDS                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------|
| <b>TRAFFIC RELATED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                         |                         |                                                                                                        |
| Speeding, reckless driving and dangerous driving                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Written warning         | R500                    | R750<br>Thereafter the amount will be increased every time by a factor 2 based on the last fine        |
| Skipping stop signs by Members, Member's household, tenants and tenant's household (including children and employees), (not including guests (including any customer, client or patient), visitors, contractors, sub-contractor, service providers, agents, delivery vehicles).                                                                                                                                                                                                                                                                                                               | Written warning         | R500                    | R750<br>Thereafter the amount will be increased every time by a factor 2 based on the last fine        |
| Skipping stop signs by Member's and tenant's guests (including any customer, client or patient), visitors, contractors, sub-contractor, service providers, agents, delivery vehicles                                                                                                                                                                                                                                                                                                                                                                                                          | <u>R500</u>             | <u>R500</u>             | <u>R500</u>                                                                                            |
| Members, Member's household, tenants and tenant's household (including children and employees), (not including guests (including any customer, client or patient), visitors, contractors, sub-contractor, service providers, agents, delivery vehicles) pParking 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 wayway that it is disturbing the free flow of traffic in the Development or block the access to a Member's erf. | Written warning         | R500                    | <u>R750</u><br>Thereafter the amount will be increased every time by a factor 2 based on the last fine |
| Member's and tenant's guests (including any customer, client or patient), visitors, contractors, sub-contractor, service providers, agents, delivery vehicles 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 or block the access to a Member's erf.                                                                                               | <u>R500</u>             | <u>R500</u>             | <u>R500</u>                                                                                            |
| Driving <del>vehicles</del> vehicles, including golf carts by any person under the age of 18 without a valid driving license.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Written warning         | R250                    | R500<br>Thereafter the amount will be increased every time by a factor 2 based on the last fine        |
| <b>DISTURBING THE PEACE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |                         |                                                                                                        |
| 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. Hooting from vehicles.                                                                                                                                                                                                                                                         | Written warning         | R1 000                  | R2 000<br>Thereafter the amount will be increased every time by a factor 2 based on the last           |

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| <b>SECURITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                         |                                         |                                         |
| Unauthorised use of security access cards or security access disks by any person. The same applies for the ClickON and PCC gate access applications.                                                                                                                                                                                                                                                                                                                                                                                                                            | R2 000                                  | R3 000                                  | R4 000                                  |
| Unauthorised entry into the Development or allowing any third party to access/exit the Development by any Member 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.                                                                                                                                                                                                                                 | R2000                                   | R3000                                   | R4000                                   |
| Threatening of a security guard/official, by any Member                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | R2000                                   | R3000                                   | 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.                                                                                                                                                                                                                                                                                                                 | R2 000 p/p                              | R3 000 p/p                              | R4 000 p/p                              |
| If any 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/guests, 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. | R2 000 p/p                              | R3 000 p/p                              | R4 000 p/p                              |
| Generating or creating a false security alarm or panic alarm (ER24).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | R2000<br><br>Plus, cost incurred by HOA | R3000<br><br>Plus, cost incurred by HOA | R4000<br><br>Plus, cost incurred by HOA |
| Tailgating 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. The same applies for the PCC gate.                                                                                                                                                                                                                                                                                                                                                                    | R2 000                                  | R3 000                                  | R4 000                                  |
| Deliberate obstruction of access/egress to/from Development. Including the PCC gate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | R10 000 per incident                    |                                         |                                         |
| If any 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 to or egress from the Development. Including the use of the ClickON and PCC gate applications.                                                                                                                                                                                        | R2 000                                  | R3 000                                  | R4 000                                  |

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| If any 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. The same applies for the use of the ClickON and PCC gate access applications. | R2 000                                                                                   | R3 000                                                                                                 | R4 000                                                                                                                    |
| If any employee/visitor/guest/agent/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<br>Thereafter the Directors may refuse them access.                                                                |
| 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 guardhouse at the main gate                                                                                                                                                                                                                                                                                                                                     | R1 000                                                                                   | R2 000                                                                                                 | R3 000                                                                                                                    |
| <b>PETS AND GARDENS</b>                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                          |                                                                                                        |                                                                                                                           |
| Barking dogs. Pets becoming a nuisance in the Development.                                                                                                                                                                                                                                                                                                                                                | Written warning                                                                          | R1000 per dog/pet                                                                                      | R2000 per dog/pet<br><br>Thereafter the amount will be increased every time by a factor 2 based on the last fine          |
| Pets roaming the common property in the Development or entering another Member's Erf.                                                                                                                                                                                                                                                                                                                     | Written warning                                                                          | R750 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.                                                                                                                                                                                                                                        | Written warning                                                                          | R750 per dog/pet                                                                                       | R1500 per dog/pet                                                                                                         |
| Animal tied to any stationary object on the Common Property in the Development.                                                                                                                                                                                                                                                                                                                           | Written warning                                                                          | R500 per dog/pet                                                                                       | R1000 per dog/pet                                                                                                         |
| Damage or injuries caused or attack by any pet/dog of any resident, to any person, employee, contractor, security guards, 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, security guards or other pet or the wildlife in the Development.                                                   | R1 000 per dog/pet over and above the other fines listed under the heading "Pets" above. | R2 000 per dog/pet over and above the other fines listed under the heading "Pets" above. Plus, medical | R3 000 per dog/pet over and above the other fines listed under the heading "Pets" above. Plus, medical costs if relevant. |

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|                                                                                                                                | Plus,<br>medical<br>costs if<br>relevant.                | costs if<br>relevant.                                    |                                                          |
| Flora removed or damaged. Additions/removals/cut of trees/shrubs/grass on common property. Altering or damaging the landscape. | R1 000<br><br>Plus,<br>replacement<br>and repair<br>cost | R2 000<br><br>Plus,<br>replacement<br>and repair<br>cost | R3 000<br><br>Plus,<br>replacement<br>and repair<br>cost |
| Countermand the instructions given to gardening staff and/or landscaping contractor.                                           | R1000                                                    | R2000                                                    | R3000                                                    |

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| 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                                                 | R2 000 per pet in excess of the allowed number, per month                                                 |
| Keeping of birds, poultry, racing pigeons, aviaries, rabbits, wild animals, livestock, venomous insects, reptiles of any nature or the like by residents in the Development, whether as pets or otherwise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Written warning (30 days to comply)                                                  | R2 000 per pet/animal per month                                                                           | R3 000 per pet/animal per month                                                                           |
| 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, including PCC dam.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | R250 per dog/pet                                                                     | R500 per dog/pet                                                                                          | R750 per dog/pet                                                                                          |
| Not removing pet excrement or carrying receptacle for same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Written warning                                                                      | R500                                                                                                      | R750                                                                                                      |
| Fauna chased, trapped, harmed/injured, poisoned, killed, removed or interfered with or harassed, in any way.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | R500 per animal over and above the other fines listed under the heading "Pets" above | R750 per animal over and above the other fines listed under the heading "Pets" above                      | R1000 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"> <li>moves into the Development;</li> <li>renews an existing lease agreement; or</li> <li>having not kept any form of pet or animal on an Erf in the Development as at 27 August 2019,</li> </ul> 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                                                                                                                                                                                                   |                                      |                 |                   |
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| Contractors or service providers or Members 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 per person                      | R750 per person | R1 000 per person |
| 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            |

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| 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                                                                                  |
| Contractors or service providers sleep overnight on any building site, Erf or any portion of the Development at any stage or to be present inside the Development outside of the permissible hours prescribed in the Aesthetic Rules.                                                         | R1000 per person                                                                   | R2000 per person                                                                              | R3000 per person<br>Thereafter the Directors may refuse them access to the Development. |
| <b>GENERAL</b>                                                                                                                                                                                                                                                                                |                                                                                    |                                                                                               |                                                                                         |
| 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 show housing.                                                                                                                                                                                                                                                                    |                                                                                    |                                                                                               |                                                                                         |
| Unauthorised flying of remotely piloted aircraft systems                                                                                                                                                                                                                                      | R500                                                                               | R750                                                                                          | R1 000                                                                                  |
| Making a fire or private functions or picnics on the Development property (including Servitude and Rental Properties) without the written consent of the Directors                                                                                                                            | R1000                                                                              | R2000                                                                                         | R3000                                                                                   |
| 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 (including bow and arrow) or blowpipe or catapult or the lighting or activation of any form of fireworks. | R1 000                                                                             | R2 000                                                                                        | R3 000                                                                                  |
| Provide any compensation (money or otherwise) to employees or contractors or service providers of the Company. Retain the services of employees or contractors or service providers of the Company during working hours.                                                                      | Written warning                                                                    | R500                                                                                          | R1000                                                                                   |
| Non-compliance with any of the Aesthetical guidelines.                                                                                                                                                                                                                                        | R5 000 per month from month 1 to month 2<br>R10 000 per month from month 3 onwards |                                                                                               |                                                                                         |
| Building without approved building plans / deviating from approved building plans.                                                                                                                                                                                                            | R3 000 per month from month 1 to month 2<br>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 to month 2<br>R5 000 per month from month 3 Onwards.            |                                                                                         |