WELCOME

THINGS YOU NEED TO KNOW AS NEWCOMER TO NGWENYA RIVER ESTATE

Dear Resident,

The purpose of this leaflet is to welcome you as a newcomer to our Estate and to assist you with your orientation into your new environment.

1. Ngwenya River Estate Home Owners Association (NRE HOA) is a Non-Profit Company (NPC) and owned by the registered owners of property within the Estate.

2. Mr Elmar Bodenstein is the Estate Manager, managing the Estate on a daily basis. The Managing Agent's offices are situated at the Main Gate of the Estate with office hours being Mondays to Thursdays between 08h00 and 16h30 and Fridays between 08h00 – 16h30. Contact particulars are as follows:

    - Elmar Bodenstein,
      Estate Manager
      Cell phone: 079 298 5203
      estate@pryca.co.za

    - Esther Groenewald
      Estate Administration
      Cell phone: 083 650 3751
      ngadmin@pryca.co.za

    - Adolph Erasmus
      Managing Agent
      Head Office
      Tel: 012 653 8080
      adolph@pryca.co.za

3. Living in the Estate means being part of a community of people who share the common need of a secure and high-quality lifestyle. It therefore means that respect, tolerance and consideration by all residents for one another are required to ensure agreeable harmony in the Estate. Please acquaint yourself with the Estate Rules which lay down certain boundaries within which residents are to conduct themselves. ***(Refer Annexure A)***

4. The Estate offers a 24-hour access and perimeter control service. Residents are nevertheless responsible for their own safety and safeguarding of their property.

5. **Aequitas Security** is our security service provider. The Security at the gate can be contacted on 071 192 9551 / 010 595 3900 in connection with any security related matters. Alternatively, Aequitas Security Control Room can be contacted on 010 595 3900/ 084 595 3900. Kindly be considerate when calling after hours (emergencies only).

6. We have a facial recognition access control system for the convenience of our residents and to minimize traffic build up at our gates. New residents will be registered on the ZK Bio database at the Estate Office once they take up residence. The facial recognition control system scans your face and it is therefore necessary for each resident who will use a vehicle in and out of the estate to register.

7. Visitors, inclusive of service providers and deliveries, to the Estate are also controlled electronically with the visitor's management system. Residents will with the use of the GLO CMS Community App send their visitors a pin to enter the Estate. Visitors, inclusive of service providers and deliveries, are not allowed within the Estate without a pin and valid driver's license. Please ***refer to Annexure B*** for a detailed summary of the processes to follow.

8. For details concerning access by Building Contractors and their workers, please ***refer to Annexure G2.***

9. All domestic or casual workers who work in the Estate must be registered on the biometric system at Security. A valid ID document and in the case of foreigners, a valid residence/work permit issued by the Department of Home Affairs, is required. The responsibility to apply for such a permit lies with the resident and not the worker. No domestics or casual workers will be allowed to enter the Estate without presenting security with valid identification. Residents are to advise the Estate Office immediately once such a permit holder is no longer in their employment in order to have the permit cancelled.

10. A biometric (fingerprint) reader system for pedestrians and cyclists is installed in the pedestrian lanes. The system caters for all categories of pedestrians and cyclist entering or exiting the Estate. No pedestrian or cyclist shall enter or exit the Estate in any way other than through the pedestrian lane. It is compulsory for domestic workers, gardeners, any other employees as well as residents who enter the Estate as pedestrians or cyclists to have their fingerprints registered at the Estate Office in the prescribed manner.

11. Part of our endeavor to ensure a safe environment is to keep record of all residents living in the Estate. To keep our Resident's register up to date, please inform the Estate Manager of any changes in your contact details. The HOA is committed to treat all information confidential.

12. The Estate is zoned as a "Residential site" which gives pedestrians the right of way on our roads. Our roads should however not be regarded as a playground for children. Please be aware of the speed limit of 30 km/h as well as all other traffic signs in the Estate. Quad bikes are not allowed on our roads or parks.

13. We are in the fortunate position to have access to natural parkland which is there for the enjoyment of all. Please acquaint yourself with the rules pertaining to the use of the park and common areas ***(Refer Annexure A).***

14. Refuse removal by the Estate takes place on Tuesdays. If you reside in a Sectional Title complex, it is suggested that you find out whether they have any other internal arrangements in this regard.

15. Finally, as we all strive to create a secure lifestyle within the Estate, we also have to rely on the awareness and attentiveness of our residents. Please report any suspicious person, situation or incident to the Estate Manager who will investigate and take appropriate action. I am a great believer in constructive communication and interaction between management and our residents. We encourage you to contact or visit us should you wish to make any contribution or have any query.

Enjoy your stay with us.

Kind regards,
Elmar Bodenstein
Estate Manager

LIST OF ANNEXURES

A HOUSE RULES

B ACCESS PROCEDURES FOR VISITORS INTO THEESTATE

C ARCHITECTURAL GUIDELINES

D BUILDERS CODE OF CONDUCT GUIDELINES

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ANNEXURE A

NGWENYA RIVER ESTATE HOME OWNERS ASSOCIATION HOUSE RULES DISCLAIMER

Any person entering Ngwenya River Estate and/or make use of the private open spaces in the Estate does so at his/her own risk. The Ngwenya River Estate Home Owners Association (NRE HOA) and the individual registered owners, their agents, employees and appointees, shall not be liable for any injury, loss or damage sustained by any owner or any other person or their property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees. All entrants to the Estate make use of the streets &parks thereon, whether public or private, at his/her own risk. Whilst every effort is made to secure and monitor the Estate, the Home Owners Association and individual registered owners, all their agents, employees or appointees shall not be deemed to have warranted the safety of any owner or other persons or their property (whether movable or immovable) on the Estate.

WARNING

Parts of the Estate are under camera surveillance and the fence on the perimeter is electrified which could cause injury when touched or interfered with.

All persons are to take extra care as the Crocodile River, which borders the Estate and the side streams that enter it, is known to have crocodiles from time to time. Residents are to warn all visitors & guests regarding the crocodiles and all persons are to stay well clear of the water's edge. Should any person spot a crocodile the Estate manager is to be notified immediately.

RULES OF THE HOME OWNERS ASSOCIATION

A) INTRODUCTION

Living in the Estate means being part of a community op people who share the need of a secure and high quality lifestyle. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, to the benefit of all residents' quality of life or security without interfering with other's enjoyment.

In the event of differences or annoyances, the parties involved should attempt to settle the matter between themselves by exercising respect, tolerance and consideration. Genuine respect and consideration for one another will to a large extent, assure agreeable accord on the Estate.

In terms of the Memorandum of Incorporation (MOI), the Board of Directors is given the power to make rules for the management, control, administration, use and enjoyment of the Estate. The Board also has the power to substitute, add to, amend or repeal any such rule. The MOI however, require the rules to be reasonable, binding on and to apply equally to all members. The rules should in fact be seen to be neither restrictive nor punitive, but rather as audacious framework to safeguard and promote appropriate, sensible and fair interaction. The Board also has the right to impose financial penalties (e.g. fines) to be paid by those who fail to comply with the rules. The Board may further enforce provisions of any rule by application to the courts.

B) DEFINITIONS

B1) In these Rules –

(i) a reference to a **section** by number refers to the corresponding section of the Companies Act, 2008;

(ii) any word or expression which is defined in the Act and which is not otherwise defined in these Rules, shall have the meaning assigned thereto in the Act as in force at the date of incorporation of the Company;

(iii) a reference to any Act shall include any amendment thereto or Act in substitution thereof;

(iv) the headings to the clauses in this Memorandum of Incorporation are for reference purposes only and shall not be taken into account in the interpretation of the provisions in this Memorandum of Incorporation;

B2) Unless the context otherwise requires, any words importing:-

(i) the singular number, shall include the plural number and vice versa;

(ii) the one gender shall include all genders; and

(iii) persons shall include partnerships, trusts and corporate bodies, and vice versa;

B3) If the due date for performance of any obligations in terms of these Rules is a day which is not a Business Day, then (unless otherwise stipulated), the due date for performance of the relevant obligation shall be the succeeding Business Day.

B4) Any reference to a notice shall be construed as a reference to a written notice and shall include a notice which is transmitted electronically in a manner and form permitted in terms of the Act and/or the Regulations

B5) The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it;

B6) Unless otherwise provided in these Rules:

(i) Defined terms appearing herein in upper case shall be given their meaning as defined, while the same terms appearing in lower case shall (except where defined in the **Act**) be interpreted in accordance with the plain English meaning, and;

(ii) Any words and expressions defined in any Article shall, unless the application of such word or expression is specifically limited to that Article, bear the meaning assigned to such word;

(iii) Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;

B7) The following words, expressions and abbreviations shall have the meanings hereinafter assigned to them:

(i)	**"the Act"**	:	Means the Companies Act, 71 of 2008, as amended from time to time;
(ii)	**"Article"**	:	Refers to an Article (paragraph) in the MOI;
(iii)	**"Board"**	:	Refers to the Bord of Directors of the HOA;
(iv)	**"Company"**	:	Refers to the HOA;
(v)	**"CSOS"**	:	Refers to the Community Schemes Ombud Service, established in terms of the CSOS Act;
(vi)	**"Erf"**	:	Means a full title stand within the Estate;
(vii)	**"Estate"**	:	Refers to the Ngwenya River Estate;
(viii)	**"Home Owners Association" / "HOA")**	:	Refers to the Ngwenya River Estate Home Owners Association, Registration Number: 2010/022908/08, being a Non-profit Company;
(ix)	**"MOI"**	:	Refers to the Memorandum of Incorporation of the Company;
(x)	**"Owner"**	:	Means any person who is reflected in the Deeds Registry of the relevant Deed Office as the registered owner of an Erf in the Estate and/or any Person who has successfully applied for membership of the Company;
(xi)	**"Walling"**	:	Refers to precast concrete walling, brick walling and/or any other type of walling allowed in terms of these Rules, to be erected and which walling is situated within an Erf or on the boundary between erven and/or between an Erf and the perimeter of the Estate or any street verges.

1. NOTIFICATION OF RULES

1.1 As from the date of notification of these rules they shall all apply forthwith and all owners/residents shall be required to abide thereby.

1.2 These rules do not replace any statutory law or regulation and the latter applies to all persons living in the Estate or who at any time and for any reason, find themselves within the boundaries of the Estate.

1.3 The registered owners of properties within the Estate are responsible for ensuring that members of their families, tenants, visitors, friends and all their employees, whether permanent or temporary, are aware of and abide by the rules at all times.

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

2. SECURITY

2.1 The Estate has a security system comprising of perimeter security, access control and physical patrolling which includes a 24-hour response service. It has a detection purpose and serves as a deterrent only. Residents are therefore responsible for their own safety and to protect their own private property.

2.2 The security procedures laid down from time to time shall be adhered to at all times.

2.3 The access control systems are electronically driven and are supported by an integrated data base which holds the personal particulars of all residents and against which access/egress transactions are verified. The data base is administered at the Estate Office and the following shall apply in maintaining the data base:

2.3.1 All new registered owners and tenants shall visit the Estate Office before occupation to register on the prescribed data form which is obtainable at the Office.

2.3.2 The responsibility to ensure that new owners or tenants visit the Estate Office to register on the database lies with the current owner at that time or the tenant leasing his property.

2.3.3 Any change in the information that was initially registered must be reported to the Estate Office in writing by the registered owner or tenant.

2.4 The access control process for visitors / workers is detailed in ***Annexure B***.

2.5 Tailgating (i.e. proceeding through the boom barriers when operated by the vehicle in front) is strictly prohibited. Any damage caused will be for the trespasser's account.

2.6 The guard rooms are out of bounds to anyone not authorized thereto and no parcel, item or message shall be left at the guard rooms for safekeeping, collection or for whatever reason. Residents are encouraged to obtain postal boxes from the Post Office or arrange for electronic mail services.

2.7 Residents shall at all times treat security personnel in a co-operative, patient manner and shall:

2.7.1 not become involved in any argument or confrontation with security personnel;

2.7.2 not be abusive or aggressive towards security personnel;

2.7.3 report any breach or neglect on the part of security personnel to the Estate Manager;

2.7.4 Security personnel are not law enforcing officials and it shall therefore not be expected of them to fulfil that role. Criminal matters shall be reported to the SAPS.

2.8 No trees, shrubs or any vegetation may be planted or allowed to grow against or in close proximity of the perimeter so as to interfere with the proper functioning of the security system and/or electric fence.

2.9 No unauthorized person shall interfere with the electric fence or allow it to be interfered with by any person, animal or object.

2.10 Discharging of any firearm, air-gun or any other lethal weapon is prohibited, save in self-defence.

2.11 To uphold a high standard of security all residents have a shared responsibility as a community, to report any suspicious occurrence and/or breach insecurity.

3. USE OF ROADS

3.1 The Estate is zoned as a Residential Site, giving right of way to pedestrians and children on all roads inside the Estate which places an extra responsibility on all road-users.

3.2 The normal statutory traffic laws as per the North-West Road Traffic Ordinance are applicable in the Estate and the speed limit on all roads is 30km/h.

3.3 Road Use Restrictions

3.3.1 The driving of quad bikes, any off-road engine powered vehicles and/or golf carts anywhere in the Estate is prohibited except for those used for HOA and/or security purposes.

3.3.2 The training of learner drivers on roads in the Estate is prohibited.

3.3.3 Toddlers without proper supervision are not allowed on the roads.

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

3.3.5 Driving in the Estate without a valid driver's license is prohibited.

4. KEEPING OF ANIMALS

4.1 All residents will ensure that they comply with the local authority bylaws which regulate the keeping of animals.

4.2 No poultry or animals (as defined in the bylaws) other than dogs or cats are allowed. The number of dogs and cats are limited to either two dogs or two cats or a combination of one dog and one cat.

4.3 Dogs will not be allowed into the common areas without the use of a leash.

4.4 Cats to be sterilized and Certification thereof to be provided to the HOA.

4.5 Feces of pets in parks and other common areas must be removed immediately by the handler.

4.6 A high standard of hygiene is to be maintained at all times where pets are being kept.

4.7 Stray dogs without a tag indicating its name and telephone number of its owner will be handed over to the Municipal Pound.

5. NOISE AND/OR NUISANCE

5.1 The volume of music, electronic instruments, power tools, social and any other loud activities must be limited to a level that will not cause a disturbance or nuisance to neighbors.

5.2 The use of motorbikes or any other vehicle with noisy exhaust systems or engines is prohibited.

5.3 The lighting or discharging of fireworks within the Estate is strictly prohibited.

6. BUILDING ACTIVITIES, MAINTENANCE OBLIGATIONS, ARCHITECTURAL GUIDELINES AND AESTHETICS

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

6.2 Any deviations from approved plans and the erection of all structures (including new additions, boundary walls, boundary gates, solar geysers, solar panels, solar water heaters, heat pumps, air-conditioners, generators, water tanks, Jo-Jo tanks, garden sheds, awnings and covered patio structures) requires NRE HOA and Local Authority (Where applicable) approval prior to construction.

6.3 All copies of SDP and/or building plans shall be submitted in A3 hard copy format (2 copies) and PDF electronic format (If possible) to the Estate Manager prior to submission to Local Authority. All such plans shall contain a specific reference and revision number and date.

6.4 The Estate Manger will issue an approval of SDP and/or building plans to the owner via written communication and/or stamped building plan/s, referring to the specific plan number and date. A copy of the final plan as approved by the local authority, as well as the occupation certificate, must be submitted to the Estate Manager in hard copy for reference.

6.5 All site development and building plans received will be evaluated against the architectural guidelines. The intent of the guidelines is to be defined in each case. Should an owner wish to erect a residence that is not fully in line with the guidelines, the specific application will be evaluated on its merit and its potential impact on the Ngwenya River Estate will be determined in the sole discretion of the NRE HOA.

6.6 If so required, the NRE HOA reserves the right to request actual finish and colour samples and/or quality certifications of materials, finishes or external paints in order to determine acceptability for approval.

6.7 External wall finishes (Including built boundary walls) must be plastered and painted on all sides. Face brick may be allowed if used in combination with other materials, with approval from NRE HOA. No raw or unfinished plaster will be permitted.

6.8 Cladding of exterior walls will be subject to approval from NRE HOA. Refer to **Annexure C** for further specifications.

6.9 Precast walling, see through fences and devils fork picket fences are allowed subject to NREHOA approval:

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

6.10 Garden sheds manufactured from plastic/PVC may be utilized for additional storage purposes. Natural colours only.

6.11 Sheds may not be used as sleeping quarters; play houses etc. and is limited to a maximum size of 1.8 x 1.8m. No wood, steel or sink sheds or pre-fab concrete panel enclosures will be approved.

6.11 JoJo Tanks are permitted in green and beige colour with a maximum storage capacity of 5000lt Construction design and placement thereof to be approved by the Architectural Committee.

6.12 An Owner acting as "Own Builder" will be classified and regarded as a Contractor and his activities shall be governed by these rules and regulations until all building/alteration activities have been completed, (whether or not the Owner makes use of part-time or full- time building Contractors). Owners are not allowed to "abuse" their status as homeowners to complete any form of building/alteration activity during times when construction is not allowed. No exceptions shall be made in this regard.

6.13 The rules governing Architectural Guidelines and Building Activities are set out in detail in ***Annexures C, D and G*** and are binding on all owners. Furthermore, each owner is to ensure that his contractor/service provider is made aware of the rules and complies with them. The HOA has the right to suspend any building activity in contravention of any of the rules and accepts no liability whatsoever for any losses sustained by a resident as a result thereof.

6.14 The owner shall at all times be responsible for the conduct and behaviour of his contractor, sub-contractors and visitors and shall take immediate steps to stop any conduct and/or behaviour which the HOA may in its sole discretion deem undesirable.

6.15 Maintenance Obligations:

6.15.1 The exterior of every dwelling together with fences, driveways, gardens, structures and/or facilities etc. must continuously and at all times be maintained by the owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition to contribute to the general aesthetics of the Estate.

6.15.2 The owner shall be responsible for the maintenance of all walling on or within an erf or on the perimeter of the erf to ensure that the walling, at all relevant times, complies with the architectural guidelines and aesthetics, National Building Regulations, SANS Building Standards and/or NHBRC Regulations. Where any walling of whatsoever nature is subject to “leaning” and/or where there is subsidence in its foundations, the required remedial work should be executed.

6.15.3 Should an owner fail to execute the required maintenance and/or construction to any walling upon demand thereto by the NRE HOA within a period of 30 (thirty) days from date of the demand, then and in that event the NRE HOA shall be entitled to employ a contractor in order to remedy the breach of the owner and to repair or remove the walling and/or repair and/or reconstruct the walling at the risk and expense of the owner concerned. All costs associated with the removal, demolishment and/or reconstruction of the walling, will be for the account of the owner. Where the reasonableness of the costs is challenged by the owner, the onus and burden or proof will lie with the owner.

6.15.4 Should the NRE HOA need to take action to recover any costs from the owner, the owner shall be liable for payment of legal fees on a scale as between attorney and own client.

6.15.5 Where walling serves as a boundary between two erven, the owners of the erven concerned will be jointly responsible for the maintenance and upkeep of the walling in accordance with these Rules.

7. LETTING AND RE-SELLING OF PROPERTY

7.1 Should an owner want to sell or lease his property; we encourage the appointment of an accredited Estate Agent to manage the sale or lease (Accredited with Estate Agents Affairs Board and holds a valid Fidelity Fund Certificate).

7.2 The Agent as well as the owner must ensure that the buyer / lessee be informed about and receives a copy of the House Rules, Guidelines and Regulations of Ngwenya River Estate HOA.

7.3 A levy clearance certificate must be obtained from NRE HOA prior to any transfer of ownership.

7.4 The seller of a property shall ensure that the sale agreement contains the following clauses:

*"**HOMEOWNERS ASSOCIATION***

*The Purchaser acknowledges that he is required upon registration of the property into his name, to become a member of the **NGWENYA RIVER ESTATE HOA** and agrees to do so subject to the Memorandum of Incorporation of such association.*

CONDITIONS OF TITLE

The Seller or lessor shall be entitled to procure that, in addition to all other conditions of title the following be inserted in the Deed of transfer in terms of which the Purchaser takes title to the property: "Every owner of the Erf, or any subdivision thereof, or any interest therein, or any unit thereon, as defined in the Sectional Titles Act, shall become and shall remain a Member of the Homeowners Association and be subject to its constitution, until he ceases to be an owner as aforesaid. Neither the Erf, not any subdivision thereof, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Homeowners Association."

7.5 The owner / Lessor / Lessee acknowledges upon occupation of his premises, that he and his family, his visitors and servants shall adhere to the rules and regulations as contained in this document.

7.6 Agents may only operate on a "By appointment" basis and must personally accompany a prospective buyer or lessee and are not allowed to erect any "For Sale", "To Let" or "Sold" signage boards, unless approved by the HOA.

7.7 Only Estate Agents who are registered with the HOA (list available at Estate Office) are allowed to put up "For Sale", "To Let" or "On Show" sign boards at properties that are listed for selling/letting.

7.8 The approval policy for Estate Agents may be reviewed by NRE HOA from time to time.

7.9 An annual Registration Fee will be applicable for all Estate Agents operating in Ngwenya River Estate.

8. USE OF PARKS AND OTHER COMMON AREAS

8.1 The parks in the Estate are natural areas and are developed in such a way that they create a habitat for birds, animals and vegetation and at the same time be accessible to residents without endangering the vegetation and animal life or to inconvenience others. Therefore, the following rules apply for the usage of the parks:

8.1.1 Residents shall leave any open space they visit in a clean and tidy condition.

8.1.2 No motor cycle of any sort is allowed in the park areas.

8.1.3 No firearms, fireworks or "ketties" are allowed.

8.1.4 The playing of golf is prohibited.

8.1.5 Dogs are allowed but only when on a leash.

8.1.6 The flying of remote-controlled aircraft is prohibited.

8.2 No dumping of refuse of any nature is permitted in the Estate.

8.3 Parking on sidewalks, vacant stands and any other common area is prohibited with the exception of those common areas specifically designated for that purpose.

8.4 Although sidewalks are classified as common areas, owners are responsible to:

8.4.1 develop and maintain the area between the road curb and their property boundaries;

8.4.2 maintain and paint where necessary, property boundary walling;

8.4.3 ensure that vegetation does not interfere with pedestrian traffic or obscure the vision of motorists or cyclists.

8.5 No gathering/loitering and/or use of alcohol on sidewalks or roads are allowed.

8.6 No littering is allowed.

8.7 The lighting of fires or braais in parks (and other common areas) is not permitted.

8.8 The shooting or trapping of birds or any other animal is prohibited.

8.9 Urinating in public is prohibited.

8.10 Any form of vandalism will be viewed in a serious light.

8.11 Refer to ***Annexures F and E*** for the ***Environmental and Landscaping Guidelines*** to theEstate.

9. PAYMENT OF LEVIES AND OTHER FINANCIAL OBLIGATIONS

9.1 All levies are due and payable in advance on the first day of each calendar month.

9.2 Interest will be raised on all accounts in arrear at an interest rate determined by the Directors from time to time.

9.3 The Directors can hand levy accounts that are outstanding, after 30 days and longer, over to an attorney for collection and all costs incurred will be recovered from the member.

9.4 The Directors can approve the temporary disabling of access codes if the levy payable by an owner is in arrears. Such owner will only be allowed access to the Estate after the arrears have been brought up to date.

9.5 Levy amounts may not be reduced to offset against real, perceived, partial or non-provision of services or for any other reason.

Penalties, where imposed, or any other amount (including legal costs) payable by an owner as a result of the non- compliance of a specific rule or damage to common property (other than that covered by a building deposit) shall be deemed to be part of the levy due by such owner.

10. BUSINESS RIGHTS

10.1 No business or commercial activity of any kind, including guest houses, communes or any office ventures may be conducted on any stand in the Estate without prior written approval of the Board of Directors.

10.2 All applications to conduct business must be submitted in writing to the Board of Directors which will consider only such applications which would be permitted in terms of the Town Planning Scheme and that do not compromise the security or the high-quality lifestyle of the Residents of the Estate. The Directors' decision is final and no appeal is possible. Re-application will be considered only in the event of new or additional information being made available by the applicant.

11. GENERAL

11.1 No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a screened drying yard or other designated area. Items of washing must not be visible from roads or any of the common areas and must be reasonably screened from direct view of neighbours.

11.2 All domestic refuse covered in the prescribed plastic bags shall be put into trolley bins supplied by the local authority and kept on premises screened from public view. Bins shall only be placed on the sidewalk for collection on the scheduled pick-up day and must then be removed within the same day after collection. No domestic refuse will be collected if not placed in provided bin.

11.3 The positioning of TV antennas, dishes, solar heating appliances etc. must be of such a nature not to interfere with the general aesthetics of the Estate.

11.4 Veranda/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, buntings, umbrellas, signs, symbols or whatever which are aesthetically

unpleasing or uncomplimentary to the general amenity and ambience of the Estate, may not be displayed to view in any part of the Estate.

11.5 Only Estate Agents who are registered with the HOA (list available at Estate Office) are allowed to put up "For Sale", "To Let" or "On Show" sign boards at properties that are listed for selling/letting.

11.6 No private, religious or commercial advertising notices, brochures or sign boards may be distributed or placed in the Estate other than those of security service providers at the premises of their clients for quick response purposes as well as those mentioned in 6.21 above. This however excludes internal notices to residents from the HOA.

11.7 No item or substance of whatever nature shall be disposed of through or over the palisade or electric fence.

11.8 Caravans, motorhomes, trailers and boats should be sited out of view and screened from roadways or neighbouring properties to the satisfaction of the HOA. The above should be stored under a solid structure (refer to ***Annexure C*** for specifications). No makeshift covers will be allowed.

12. ENFORCEMENT OF RULES, FINES AND DISPUTE RESOLUTION

12.1 For the enforcement of any Rules made by the Directors or the Company, the Directors shall be entitled to:

12.1.1 take such action, including proceedings in Court or applications to CSOS, as they may deem fit;

12.1.2 implement a system of fines and penalties from time to time in order to deter any contravention of these Rules and to ensure the due enforcement of these Rules.

12.1.3 Any fines or penalties imposed by the Directors are subject to adjustment and/or ratification by members in General Meeting.

12.1.4 In the event of contravention of any of these Rules, the following procedure will be followed and implemented by the Directors/Managing Agent:

(i) A letter of demand (*"the first demand"*) will be sent to the Member, specifying the nature of the breach and demanding him to remedy the breach where it is capable of being remedied, within a period stipulated in terms of the letter of demand and which demand period shall be reasonable depending on the nature and/or urgency of the matter concerned;

(ii) Should the Member fail to adhere to the first demand and to remedy the breach or where a breach is not capable of being remedied (i.e. speeding, noise), then a letter of demand, incorporating a penalty (*"the final demand"*) will be sent to the Member;

(iii) Should the Member fail to adhere to the final demand and to remedy the breach and/or to pay the fine then, unless written objection is received from

the Member concerning the alleged contravention, the prescribed fine shall be implemented and levied against the Member's levy account and shall be enforceable, as if such fine constitutes a normal levy;

(iv) For any consecutive breach or transgression of the same rule within a period of 6 (six) months, it would not be necessary for the Board to issue a first demand and in such event a final demand (incorporating the penalty) shall be issued;

(v) If a Member disputes any breach, a Committee of 3 (three) Directors appointed by the Chairman shall on receipt of the Member's written objection convene a meeting with the Member within a period or 10 (ten) days to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure as the Chairman of the Committee shall direct, provided that the Rules of natural justice shall be observed and at which meeting the Member shall be entitled to address his objection and to call witnesses;

(vi) The decision of the Committee shall be final unless objected to in writing within 10 (ten) days from notification of its decision;

(vii) Should the Member refuse to accept the decision of the Committee on any matter, such dispute shall then be referred to the Ombud Service in terms of the Community Schemes Ombud Service Act without prejudice to the right of any party to approach a Court with competent jurisdiction for relief;

(viii) Any fine imposed upon any Member will be deemed to be a debt due by the Member to the Company and shall be recoverable by ordinary civil process.

12.2 In the event of any breach of the Rules by a Member's lessee, Resident, occupant, visitor, employee, contractor, guest, member of his family or of his lessee or occupant, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the rights of the Company to take or cause to be taken, such action against the person actually committing the breach, as the Board in their discretion may deem fit.

12.3 The schedule below, until amended by members in General Meeting, shall apply from publication of these Rules and serve as the framework within which penalties may be considered and imposed for breaches or contraventions of the rules but with due regard to the nature, circumstances and severity of each misdemeanour, breach or non- compliance:

SERIAL NO.	NATURE OF TRANSGRESSION	SUGGESTED PENALTY BRACKET
1	Transgressions relating to the non-compliance with rules pertaining to security matters. (See paragraph 2 of the Rules as well as Annexure B)	R 250.00 to R1,500.00
2	Transgressions relating to the non-compliance with traffic rules and/or rules pertaining to the use of roads. (See paragraph 3 of the Rules)	R 150.00 to R 1,000.00
3	Transgressions relating to the non-compliance with rules pertaining to the keeping of animals. (See paragraph 4 of the Rules)	R 150.00 to R500.00

4	Transgressions relating to the non-compliance with rules pertaining to noise and/or nuisance. (See paragraph 5 of the Rules)	R 500.00 to R1,500.00
5	Transgressions relating to the non-compliance with rules pertaining to building activities, architectural guidelines and/or aesthetics. (See paragraph 6 of the Rules as well as Annexure G3.)	R1,000.00 to R5,000.00
6	Transgressions relating to the non-compliance with rules pertaining to the use of parks and other common areas. (See paragraph 8 of the Rules as well as Annexure E and F.)	R1,000.00 to R5,000.00
7	Transgressions relating to the non-compliance with rules pertaining to the payment of levies or other from time to time within the limits of financial obligations. (See paragraph 9 of the Rules)	As decided by the Board of Directors from time to time within the limits of the National Credit Act

ANNEXURE B

ACCESS GATE PROCEDURES – NGWENYA RIVER ESTATE

1. RESIDENTS

Residents will be registered once on the Security Biometrics system. Each member of the specific household with a valid driver's license must register to be able to use the resident lanes. All the vehicles of the household will also be scanned once for the secur ity database. Residents will then be able to enter and exit through the resident lanes at all hours without reporting further to the security guard. The control ensues by fingerprint recognition of a specific person at the biometric controller at the security boom.

2. VISITORS

With the use of the visitor's management system, residents are able to allow their visitor's entry to the Estate with the use of an app generated pin code. Residents will be registered once on the visitor's management system. After registration residents will be able to download the GLO CMS Community App from Google Play Store or Apple App Store. Visitors will be allowed entry to the Estate by presenting the security with their pin as well as a valid driver's license. Security will scan the visitors' valid driver's license, vehicle registration disc and pin code upon entering the Estate.

The GLO CMS Community App will provide residents with a

prompt when their visitors enter and exit the Estate.

IMPORTANT

For the safety and security of the Estate's Residents, no visitor will be allowed into the Estate without presenting security with a pin code and valid driver's license.

- Security will not phone residents to notify them of the arrival of their visitors.
- The visitor's pin is to be sent to the visitor directly, no visitors pin may be sent to security.

3. DELIVERIES

Delivery vehicles will not be allowed access to the Estate without presenting security with a contractor's pin and valid driver's license. Residents must send their delivery vehicles a pin through the GLO CMS Community App. The licenses of the driver and vehicle will be scanned in on the database. Delivery vehicles will be searched on discretion ofsecurity.

4. CONTRACTORS

Any contractor or sub-contractor must register construction vehicles and workers at the Estate Office for the duration of the contract before any work commences. Construction vehicles and designated drivers will be registered on the system for the construction period. Workers of the contractor will also be registered and must provide a RSA identification book or valid passport and work permit on the day of registration. No workers shall be allowed to enter on/in a vehicle and can gain access only through the pedestrian turnstile. The same procedure applies when leaving the estate. Workers' identification must be presented each day upon entering. No access will be allowed if proper identification is not presented. If workers leave the service of the contractor during the contract period, the Estate Office must immediately be notified to cancel access authorization of the worker.

5. DOMESTIC WORKERS

Residents must register domestic workers and gardeners and notify security when they are no longer in their service. Domestic workers and gardeners should present security with valid identification each day upon entering the Estate.