



ESTATE
Westwood

Westwood Homeowner Association Rules

Westwood Estate – Flamethorn Drive (Estate) and 12 Grace Avenue (Lodge)

**Applicable to Aloe Terrace / Plumbago Terrace / Strelitzia Terrace (the BCs')
and
Westwood Lodge**

**** The Trustees of the Bodies Corporate have been mandated by resolution of the Directors of the Westwood Homeowners Association to manage and implement the Rules and Fine system within the respective Bodies Corporate. The Westwood Homeowners Association will manage and implement the fine system on the Lodge side of the Estate.**

Westwood Estate Homeowners Association Rules

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Please note Resolutions passed by Directors - Section 27 of this document

1 INTERPRETATION

- 1.1 In these rules, unless inconsistent with or otherwise indicated by the context:
- 1.1.1 **“the association”** means Westwood Estate Homeowners Association (Association incorporated under Section 21), registration number 2007/029481/08, a company duly incorporated in accordance with the laws of the Republic of South Africa;
 - 1.1.2 **“the constitution”** means the Memorandum and Articles of Association of the association;
 - 1.1.3 **“the directors”** means the directors for the time being of the association or their alternates, as the case may be;
 - 1.1.4 **“Estate”** means Westwood Estate, a residential estate to be laid out on Erf 3 Garden Park No 15308, subdivisions 100, 103, 105, 213, 214 thereof; Lodge means Erf 3 Garden Park No 15308, subdivisions 4 to 49, 173 to 211, 212, Rem of 212, 222 to 237 thereof;
 - 1.1.5 **“the manager”** means the person appointed to that office by the association;
 - 1.1.6 **“member”** means a member of the association;
 - 1.1.7 **“owner”** means the owner of an erf or an owner of a section / unit / apartment in a sectional title scheme forming part of the Estate
 - 1.1.8 **“resident”** means any person who is resident at the Estate and includes owners and members of their family, their guests, and tenants;
 - 1.1.9 **“rules”** means the rules as contained in this document;
 - 1.1.10 **“vehicle”** means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
 - 1.1.11 any reference to natural persons includes legal persons and vice versa;
 - 1.1.12 any reference to gender includes other genders;
 - 1.1.13 words and phrases defined in the constitution bear corresponding meanings herein;
 - 1.1.14 The clause headings in these rules have been inserted for convenience only and shall not be taken into account in its interpretation.
 - 1.1.15 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
 - 1.1.16 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these rules, notwithstanding that it is only contained in the interpretation clause.
 - 1.1.17 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusive of the first and inclusively of the last day unless the last day falls on a day that is not a business day, in which case the day shall be the next succeeding business day.
 - 1.1.18 These rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2 INTRODUCTION

The Estate has been developed to provide a community oriented, safe environment for its residents. Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate in a considerate manner. These rules have been adopted in accordance with the constitution in order to ensure and promote security, aesthetics and the environment that form part of such a lifestyle. These rules are not intended to limit the lifestyle and/or investment of residents. Accordingly, the residents are not only bound by these rules, but they are also protected by them.

These rules are administered and by the Directors but acting on a resolution by the association, the Trustees of the various bodies corporate are mandated to implement and enforce the rules and regulations of the Estate and to impose fines where such transgressions take place. It is the responsibility of every owner to ensure that all of their invitees (including but not limited to guests and tenants) abide by these rules. These rules supersede all rules adopted by bodies corporate within the Estate.

3 DOMESTIC REFUSE

- 3.1 Estate - All refuse (whether domestic or garden) shall be removed to, and stored, in the designated bin yard and shall not be visible from any road or common area. All of the requirements of the local authority with regard to the collection of refuse shall be complied with
- 3.2 Lodge - All refuse (whether domestic or garden) shall be kept in suitable containers, stored in the relevant bin area, and shall not be visible from any road or common area, except when placed out for the purposes of collection by the local authority or waste collection contractors on the designated collection day. All of the requirements of the local authority with regard to the collection of refuse shall be complied with.

4 DOMESTIC ANIMALS`

- 4.1 NO dogs will be permitted at Aloe, Strelitzia or Plumbago Terrace save for those dogs already present. No new dogs will be permitted and, on the demise, or loss of a dog already present, no replacement dog will be permitted. For residents residing on the Estate with dogs, they will continue to be bound by the Rules. Resolution 14.

Exception to 4.1 will be made in the case of a valid medical reason such as in the instance of a guide dog.
- 4.2 Lodge – No dogs will be permitted within the Lodge without the express written permission of the association, which permission may be withheld.
- 4.3 The keeping of cats is prohibited within the Estate due to the conservation servitude. The wild feral cats residing on the Estate will be neutered, or spayed, insofar as possible.
- 4.4 Lodge - Only small dogs not known to be of an aggressive breed and weighing no more than 20kg when fully grown may be kept. A maximum of two dogs per dwelling will be permitted.
- 4.5 Dogs must be kept in suitable enclosures and be prevented from straying off the relevant owner's property or exclusive use area within a sectional title unit.
- 4.6 Accommodation for pets should be located out of view and screened from neighbourhood properties and the street.
- 4.7 All domestic animals shall at all times bear a tag that shall reflect the name and telephone number of the relevant owner.
- 4.8 Only domestic animals, which in the sole opinion of the association pose no danger to residents, may be kept. No wild animals, reptiles, cattle, poultry, pigeons, or the like may be kept. If animals are brought onto or found in the Estate, or Lodge, contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either –

- 4.8.1 Require the relevant owner to remove the animal from the Estate, or Lodge and/or
- 4.8.2 The association may apply in terms of Section 39 of the CSOS Act to have the pet removed.

- 4.9 Dogs shall not be allowed on common property. Dogs may only be walked on the road reserve and must be on a leash at all times. If any dog digs holes and/or otherwise damages property or defecates on property, the relevant owner shall be required to repair the damage and/or remove the faeces, as the case may be.
- 4.10 The Association shall have the right to act against owners who fail to prevent persistent barking by dogs, or whose pets create any nuisance. Persistent complaints will result in the removal of the pet from the Estate, or Lodge, the cost of which will be for the owner's account.
- 4.11 No person may cure or hang up to dry, any meat, fish skin or carcass or any part thereof within the Estate, or Lodge
- 4.12 As an eco-estate, the Association does not promote the harming or killing of animals, but should there be an application for this on specific and justifiable grounds, it should be submitted in writing to the Association at least two (2) weeks prior to the intended date of the religious or cultural event. The Association must be provided with the following information before permission will be granted, and no event may take place without the express written permission of the Association
 - a) The date and time of the proposed slaughtering
 - b) The type of animal to be slaughtered;
 - c) The proposed method of slaughter
 - d) The number of visitors expected
 - e) The name and qualification of the person registered by the relevant authority to perform the religious or cultural slaughtering;
 - f) Confirmation that the animal will be brought onto the premises immediately prior to the ritual or cultural slaughtering, and that all remains of the animal will be removed immediately from the premises after the act of ritual or cultural slaughtering
 - g) The method to be used to clean up the premises so that no trace is left remaining
 - h) Notice from the local authority must accompany the notice confirming that all by-laws with regards to the ritual or cultural slaughter have been/will be complied with;
 - i) Certificate from the Society for the Prevention of Cruelty towards Animals (SPCA) must accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter.
 - j) Notice must be given to all adjacent units of the date and time of the proposed slaughter and proof of the receipt of such notice by the owner/tenant responsible for the unit must be timeously submitted to the trustees;

Failure to comply with the requirements set out above will entitle the association to refuse permission and to prevent the act of ritual or cultural slaughtering from taking place on the premises, or penalising the owner with a fine.

5 SECURITY

- 5.1 The security staff may not under any circumstances be abused either verbally or physically
- 5.2 No property may be secured with razor wire or similar fencing during or after the construction period.
- 5.3 No resident may issue instructions to Security Personnel.

- 5.4 No vehicles or persons shall enter or leave the Estate, or Lodge, at any point except at the entrance gate other than in extraordinary circumstances and with the prior written consent of the association.
- 5.5 No resident may issue to themselves a code for access. The issue of an access code is reserved for visitors only. Residents are to use their access card, failing which, to sign in.
- 5.6 No resident may provide false information about their visitor
- 5.7 All vehicles entering and/or leaving the Estate, or Lodge, shall stop at the vehicle entrance. No vehicle shall enter the Estate unless admitted by the guard on duty at the gate, except where the association has issued to the driver a device enabling the driver to operate the vehicle entrance gate himself, e.g., a gate/boom remote, card or biometric scanner. Such devices are issued for the personal use of the person to whom it is issued and shall not be shared with or used by or transferred to any other person.
- 5.8 Other than those contained herein, the Estate manager may from time to time furnish further rules in respect of security.

6 DOMESTIC WORKERS

- 6.1 Resident's domestic staff are obliged to abide by these rules and the constitution. Residents are obliged to supply their domestic staff with copies of these rules and the constitution.
- 6.2 Domestic workers may only reside on the Estate, or Lodge, if accommodated within the Owner's primary residence.
- 6.3 Owners must ensure that domestic workers and other employees do not linger in the Estate, or Lodge.
- 6.4 The Association shall be entitled to request the removal of the domestic staff, where it is of the opinion that the proposed domestic staff is either unsuitable or would involve a security risk if employed within the Estate, or Lodge. This may be done at the request of the employer, or after an investigation by the Estate management to determine if there is reasonable cause for such a removal.

7 TRAFFIC

- 7.1 Heavy deliveries are not permitted, without the consent of the association, on Sundays or public holidays nor before 07:00 and after 17:00 on weekdays nor before 08:00 and after 15:00 on Saturdays.
- 7.2 No vehicle having a gross weight in excess of 2 tonnes shall be permitted to access any road within the Estate
- 7.3 No vehicle having a gross weight in excess of 10 tonnes shall be permitted to access any road within the Lodge without the express written consent of the association.
- 7.4 A maximum speed limit of 20 (twenty) km/ph. shall apply provided that lower speed limits may be imposed by the association where it deems fit.
- 7.5 Animals and birds shall at all times have the right of way on and about the Estate, or Lodge. Vehicles shall be brought to a stop whenever necessary.
- 7.6 No person shall drive or ride any vehicle within the Estate, or Lodge, in such a manner that would constitute an offence under any traffic ordinance. All vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, vehicles emitting excessive noise and/or smoke are prohibited.
- 7.7 Owners and occupiers of the Estate, or Lodge, shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property.

- 7.8 No vehicle repairs may be undertaken on pavements or on the road system within the Estate, or Lodge, and no damaged or unroadworthy vehicles may be stored within the Estate, or Lodge
- 7.9 The directors reserve the right to introduce any traffic calming measures, including, but not limited to, speed-humps and/or pedestrian crossings, that they in their discretion deem necessary.
- 7.10 Vehicles parking or entering the Estate, or Lodge, are subject to the express condition that it is parked at the owner's risk and responsibility and that no liability shall attach to the Homeowners' Association or its Agents or any of the employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.

8 OPEN SPACES AND ENVIRONMENTAL ASPECTS

- 8.1 The association shall be entitled to control all aspects of the environment on or about the Estate, or Lodge, including but not limited to the management and control of fauna and flora.
- 8.2 No person shall do anything or omit to do anything that may in the opinion of the association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of common areas by residents and their invitees.
- 8.3 Littering is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose. Residents and their guests are urged to leave any open space they visit in a cleaner condition than that in which it was found. Residents should also develop the habit of picking up and disposing of any litter encountered in open spaces.
- 8.4 Camping is prohibited. Fires may not be lit on or about common areas except in places specifically designated by the association for that purpose. Fires may not be lit on private erven other than in properly constructed braai/fireplaces designed for that purpose.
- 8.5 No person shall conduct any gardening and/or landscaping on common areas. No person shall (without the prior written authority of the association) pick or plant any flowers or plants on or about the common areas.
- 8.6 No rubble or refuse should be dumped or discarded in any public area, including the parks, streets, sidewalks, dams, or vacant stands.
- 8.7 The association shall be entitled to prohibit or restrict access to any part of the Estate, or Lodge, in order to preserve the natural fauna and flora.
- 8.8 No domestic animals shall have access to common areas.
- 8.9 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the Estate, or Lodge, other than in self-defence. Hunting and trapping in any manner is strictly prohibited.
- 8.10 Floodlights must be adequately screened so as not to cause discomfort to neighbours, except where deemed necessary by the association, or bodies corporates, for security purposes.
- 8.11 The designated walkways throughout the Estate, or Lodge, are for pedestrian traffic only. No person shall operate a conveyance (including but not limited to bicycles, tricycles, skateboards, go-karts, roller skates and the like) on these designated walkways.

9 DAMS AND STREAMS

- 9.1 The Association will appoint a qualified civil engineer to inspect the attenuation ponds on a bi-annual basis to ensure that the ponds function as intended.
- 9.2 No person shall launch any boat or craft of any description on any dam or waterway in the Estate.

- 9.3 No water sport (including but not limited to swimming, fishing, scuba diving and the like) is permitted on or in any dam or waterway at the Estate and no person shall enter any dam or waterway within the Estate without the prior written consent of the association.
- 9.4 No domestic animal shall be allowed to enter any dam or waterway.
- 9.5 No persons shall pollute or permit the pollution of any dam and/or waterway on or about the Estate by any substance that may in any manner be injurious to any plant, animal, or bird life or which may in any way be unsightly.

10 CONSERVANCY AREA

- 10.1 Westwood Estate has some 10-hectares devoted to an indigenous open space area which has been declared a conservation servitude. Care has been taken to rehabilitate the natural forest growth and wetland areas in the valleys in order to enhance the visual appeal of the area. Residents are required to respect and maintain the indigenous nature of the environment.
- 10.2 The rehabilitation of wildlife in the area has also been of concern, and residents will find vervet monkeys, banded mongoose, blue duiker, and some water mongoose as well as numerous bird species within the estate. In particular, the estate is also the habitat of the Black Headed Dwarf Chameleon and the Pickersgill's Reed Frog, both of which are endangered species. All the wildlife within the Estate is protected under the Homeowners Rules and may not be interfered with in any manner.
- 10.3 The preservation and maintenance of the Conservation Servitude is the responsibility of the Homeowners Association, and the cost thereof is included in the levy.
- 10.4 Persons walking on or about the Conservancy Areas do so at their own risk. The association will entertain no claims for damages of whatsoever nature or from whatsoever cause arising.
- 10.5 No domestic animal shall be allowed to enter the Conservancy Area.

11 LETTING AND RESALE

- 11.1 These rules apply to and are binding upon all tenants. An owner (or his agent) who intends to let an erf shall –
 - 11.1.1 Furnish his tenant with a copy of these rules; and
 - 11.1.2 Furnish the association with a copy of the signed approved Westwood Estate Lease Agreement which shall be for a minimum period of 6 (six) months, and which contains a clause in terms of which the tenant acknowledges and agrees that these rules are binding upon him and are enforceable against him by the association.
 - 11.1.3 Furnish the association with a copy of the signed approved Lodge Lease Agreement, if requested, which shall contain a clause in terms of which the tenant acknowledges and agrees that these rules are binding upon him and are enforceable against him by the association.
- 11.2 Erven may be re-sold only through the agency of estate agents fairly vetted, trained, and approved to operate on the Estate of by the association, which estate agents shall be required to abide by such rules and directives relating to advertising, access to the Estate, or Lodge, the holding of show houses and the like as the association may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to the Estate, or Lodge.
- 11.3 Erven may be re-sold by owners through private sales, or through their own selected agent, subject to the selected agent being vetted, trained and approved to operate on the Estate by

the association prior to any business being conducted on the Estate. Westwood Homeowner Association Rules – September 2022 Page 9 of 21

- 11.4 An estate agent who wishes to operate on the Estate, must, in writing, approach the Estate Manager, or the Directors of the association with their request to become vetted, trained and approved to operate on the Estate. They must provide their professional credentials including a valid Fidelity Fund Certificate for both them and for the company; their track record; and three traceable references of properties that they have sold, or rented, in the three month period prior to their request to become an agent permitted to operate on the Estate. The approval to operate is strictly for one dwelling and one owner only, and will be at the discretion of the Directors..
- 11.5 The association shall have the sole right to determine who may operate on the Estate, which determination shall depend on the credentials provided by the Estate Agent, their overall track record, and their comprehensive understanding of the Estate rules, regulations and contracts in force at the time.
- 11.6 Only estate agents who have been vetted, trained and approved to operate on the Estate may be used to sell, or let property within Westwood Estate. Should an owner appoint an unvetted, untrained or unapproved estate agent to sell, or rent his apartment and the estate agent fulfils this mandate, the owner will be fined R2,000.00. In all instances no access cards will be issued to the incoming residents until such time as the fine is paid in full. Resolution 12 – 3/3/2011

12 CONDUCT

- 12.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specially designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible for any road and/or other erf. Residents of Strelitzia Terrace, Plumbago Terrace and Aloe Terrace are enjoined not to hang laundry on any terrace/balcony.
- 12.2 Fireworks are strictly prohibited. No open fires or “braais” are permitted on the balconies or veranda.
- 12.3 No unauthorised persons are allowed on any erf where building operations are under progress.
- 12.4 Any business activity or hobby that could cause aggravation or nuisance to fellow residents may not be conducted from any property. This includes auctions and jumble sales.
- 12.5 Everybody in the Estate, or Lodge, must observe the “quiet hours” curfew from 22h00 to 06h30. Notwithstanding the above, no persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other residents. In the event of a breach of the noise rule, a fine may be imposed at the discretion of the association. In particular and without limiting the generality of the foregoing –
 - 12.5.1 Burglar alarms must comply with any regulations which the association may make with regard thereto from time to time;
 - 12.5.2 All vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;
 - 12.5.3 The use of noisy machinery and power tools in the open outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances;
 - 12.5.4 All building work, whether undertaken by a contractor or by the resident, must be done during the hours stipulated by the association from time to time for building contractors, unless written approval is given by the association for building operations to take place outside such hours.

- 12.5.5 All building work shall be concealed behind a creosote pole and shade cloth fence at a minimum height of 1,8 metres which fence must be within the boundaries of the property and may not be positioned on any common ground.
- 12.5.6 All building rubble must be removed from the Estate by the contractor and may not be stored, or disposed of, on any common ground, or, bin yard or clubhouse.
- 12.5.7 Loud music and other undue noise is not permitted.
- 12.5.8 The mechanical maintenance, and the use of power tools, lawn mowers or the use of any other mechanical equipment, and the like should only be undertaken between the following:

Monday – Friday	07:00 – 17h00
Saturday	08:00 – 15:00
Sundays and Public Holidays	Not permitted

- 12.6 In order to maintain the residential density levels of the Estate, no member or tenant shall accommodate or allow the accommodation of more persons in any residence than the maximum number determined in accordance with the following schedule:

1 (one) bedroom	3 (three) persons
2 (two) bedrooms	4 (four) persons
3 (three) bedrooms	6 (six) persons
4 (four) bedrooms	8 (eight) persons
5 (five) bedrooms	10 (ten) persons

- 12.7 Lodge – Garage doors must remain closed at all times and may not be left open for other residents to see inside. Garages are by their very nature untidy and garage doors must thus remain closed and in good order at all times.
- 12.8 Window blinds / curtains where visible to common areas, neighbours, or adjoining properties must be neutral, or muted in colour so as not to cause aesthetic disharmony to any of the surrounds. By way of an example, a cream coloured curtain will not cause disharmony to the surrounds whereas a bright dayglo orange curtain will.
- 12.9 No flags, flagpoles or radio aerials on poles may be erected on a property within the Estate, or Lodge.
- 12.10 Children / Young people
 - Children are subject to the estate rules in the same way as adults.
 - Children under the age of 12 (Twelve) years of age must be supervised by a person over 18 (eighteen) years of age at all times.
 - Residents will be held responsible for the acts of their children and their visitors’ children.
 - Children are not permitted to play in the road with a ball, ride a bicycle, scooter, push bike, toys and the like. (with the exclusion of paths/areas provided for this purpose)
 - Children are not permitted to play on staircases or anywhere near buildings including the grassed areas, near cars or leave their toys, shoes, clothing items and bicycles lying around anywhere on the common property.
 - Residents shall properly supervise their children, their children’s friends, and children of their visitors so that no provision of the estate rules is infringed, no nuisance is caused to any other tenant and/or occupier, to common property, or to any unoccupied unit.
 - Children are to respond to estate security with courtesy and respect.
 - Warning and/ or a fine will be issued to the responsible unit owner should children cause damage or loss to common property, to a unit or to an occupant of the estate.

- Children utilizing the pool area must be properly, and directly supervised by an adult at all times.
- Noise from the clubhouse must be kept to a minimum.

12.11 Balconies / Patios

- Washing may not be hung over balconies or any part of the unit visible to the other units from the outside of the unit, building or estate. A tenant or occupier shall not erect his/her own washing line(s) and only an approved Dri-buddi is permitted.
- Washing and Laundry may not be hung on the balcony on a clothing horse.
- No object may be visible or protrude from the building.
- No object, water or refuse of any nature may be thrown off /discharged from balconies.
- No refuse may be kept on the balcony area as this encourages insects, rodents, and animals to the building.
- Only garden furniture and/or pot plants, (provided it has a drip tray), may be kept on balconies
- Balconies and patios may not be used as a storage area/space.
- Balconies and patios must be kept neat and tidy at all times.

13 COMMERCIAL ACTIVITIES

- 13.1 The association is entitled to regulate all commercial activity on or about the Estate. No commercial activity of any nature from an Erf / Portion forming part of the Estate may be conducted, with the exception of Portions 28 to 49 and 173 – 203.
- 13.2 Notwithstanding rule 13.1, the operation of a guesthouse is strictly prohibited, except for Portions 28 to 49 and /or Portions 173 to 203 where short-term accommodation is permitted.
- 13.3 No advertising board or signs, including business signage of any nature, may be displayed on or about the Estate.
- 13.4 No flyers or advertising materials may be distributed on the Estate without the express written permission of the Directors of the association.
- 13.5 No door-to-door canvassing and/or selling is permitted.

14 BUILDING REQUIREMENTS AND CONSTRUCTION (applicable primarily to the Lodge)

- 14.1 All construction activities including but not limited to new building construction, alterations, and additions, are controlled within the Westwood Estate Architectural Code, and shall be complied with. There will be a differentiation of the Architectural Code applicable to the Lodge, which comprises a mixed land-use. The purpose of the differentiated Lodge code is to modernise the code to meet current market trends, desires and demand. Any member wishing to erect or build a dwelling unit or structure on his property or make any extensions or additions thereto, shall submit to the Association such approved plans, drawings and ancillary documents as may be necessary in the opinion of the Association to grant approval thereto, provided that the Association:
 - 14.1.1 In its sole discretion may approve, refuse, or require such amendments to be made to such application that are deemed necessary to comply with the nature and amenity of the Estate, or Lodge
 - 14.1.2 May grant its approval subject to such conditions it deems applicable;
 - 14.1.3 Must grant its approval in writing.
- 14.2 A contract entered into with any contractor, sub-contractor or supplier by any member in relation to the construction of any dwelling or any extensions and additions, must be made subject to the Rules of Conduct for contractors, subcontractors and suppliers, copies of which

can be obtained from the office of the Association. Failure to adhere to this rule or failure by the contractor, sub-contractor, or supplier to adhere to the rules relating to such parties' activities, could result in the suspension of building activities and/or disciplinary procedures by the Association against the member concerned.

- 14.3 The association shall be entitled to direct the relevant owner to effect maintenance work on his home should the association deem such maintenance necessary.
- 14.4 Swimming pools must be submitted to, and have approval from, the municipality, as well as the association before construction commences.
- 14.5 Swimming pool water may not be emptied into the sewer system but must be channelled into the storm water system.

15 FIRE PREVENTION AND HAZARDOUS SUBSTANCES

No person shall bring or permit any person to bring any substances into the Estate, or Lodge, or permit the storage of a substances in the Estate, or Lodge, which may constitute a fire hazard or a threat to the health of an of the residents or other person or which may result in the contamination of the Estate.

16 LANDSCAPING AND POOLS

- 16.1 All gardens and pools must be maintained by members to the standards required by the association. Should these standards not be adhered to, the association shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and charge the member therefore.
- 16.2 Only plants approved by the Landscaping Guide may be planted anywhere in the Estate, or Lodge.
- 16.3 Each erf owner is responsible for maintaining the area between the curb and the boundary of his property in a clean and pleasing condition. The association can compel the owner or tenant to improve the aesthetic appearance of this area when deemed necessary, at the cost of the owner.
- 16.4 Garden fences and/or walls and outbuildings forming part of the streetscape should be regularly maintained and painted when necessary. Applicable to the Lodge only.
- 16.5 The association reserves the right to effect repairs at the cost of the owner should it be considered necessary.
- 16.6 Building material and/or rubble may under no circumstances be dumped on the sidewalks or streets. The owner will be liable for all damages/clearing costs in this regard.
- 16.7 No trees, plants or sidewalk lawn may be damaged, removed or planted without the permission of the association.
- 16.8 Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
- 16.9 No Wendy Houses or tool sheds may be erected.

17 ELECTRICITY SUPPLY

- 17.1 The association shall take all reasonable precaution to procure and maintain a suitable plant for the distribution of electricity to secure to members a constant supply of electricity, but do not guarantee that same will always be maintained, and shall not be liable for damages, expenses or costs caused to members, tenants or guests for any interruption in supply, variation of voltage, variation of frequency, any failure to supply a balanced three phase current or failure to supply electricity.

- 17.2 In no case shall the association be liable for any failure, variation or interruption that may be due to the injury or destruction of the buildings or plant belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes of workmen or lock out by employers, whether such strikes or lockout be on or outside the Estate. The association shall further not be liable for any failure, variation, or interruption of supply to members due to any failure, variation, or interruption of the supply to it from Eskom / Municipality.
- 17.3 Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.
- 17.4 The association does not undertake to attend to a failure of supply due to a fault in the electrical installation. When any failure of supply is found to be due to a fault in the electrical installation, or to the faulty operation or apparatus used in the connection therewith, the association shall have the right to charge the member the fee as prescribed by them for each restoration of the supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main or charge for such fault or faulty reparation as aforesaid.
- 17.5 No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 17.6 No person, other than a person specifically authorised thereto by the association or Estate manager may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 17.7 The association or Estate manager may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 17.8 The association shall further not be held liable for any fluctuations in voltage caused by variations in municipal supply over which it has no control.
- 17.9 The members shall pay for the usage of electricity on a pay as you use basis. Electrical units will therefore be installed in each residential home at a charge determined from time to time by the association. Procedures, costs, and all other aspects relating to the electrical system utilised in the Estate shall be determined from time to time by the association and communicated to members by the Estate manager.

18 USE OF CLUB HOUSE AND POOL

- 18.1 The use of the clubhouse and pool is at the person's own risk. The directors, and trustees, are not liable for any injuries arising from the use of the clubhouse and/ or pool.
- 18.2 The use of the clubhouse may be restricted at the discretion of the directors, and trustees.
- 18.3 The rules applicable to the use of the clubhouse and pool are displayed at the clubhouse and must be carefully read prior to use.
- 18.4 The owner is solely responsible for the behaviour of their guests and for ensuring that they observe, and comply, with the rules.
- 18.5 A fine may be levied at the discretion of the association in the event of a breach of the rules.

19 PARKING

- 19.1 Only designated parking bays may be used.
- 19.2 Only parking bays officially allocated to an apartment may be used by the residents of that apartment.
- 19.3 Parking in a parking bay that is not allocated to the apartment, or parking in such a way that causes a nuisance to others, will result in a fine of R 1,000 per incident per day.

- 19.4 All vehicles other than motor cars, i.e., trailers, caravans, boats, and the like may not be parked on or be visible from any roads, vacant erven, or other common areas. The Association may request the resident to remove any vehicle parked in contravention of this rule from the Estate, or Lodge. The relevant owner shall be responsible for all costs so incurred. Failure to comply may then lead to fines until such time that the vehicle in question is removed.
- 19.5 Notwithstanding the provisions of 19, day guests may park their cars on a temporary basis in the official demarcated parking areas, provided that they do not park in the street and do not cause any disturbance or obstruction to the flow of traffic. Permanent parking in these areas is strictly prohibited.
- 19.6 As there is limited parking available, the policy of the association is to have fair use. By way of an example, a person who has five vehicles does not have the right to use more parking than a person who has only two vehicles. In such an instance, the person who has five may use two parking spaces and the person who has two vehicles may use two parking spaces. The purpose of this Clause is to ensure that no person uses all of the available designated parking spaces at the expense of any other resident. Where this happens, the association may request that the excess vehicles be removed from the Estate to be parked at an alternative location outside of the Estate

20 ADMINISTRATION

- 20.1 All levies are due and payable in advance on the first day of each month.
- 20.2 Interest will be raised on all arrear accounts, at the maximum rate allowed by the National Credit Act no. 34 of 2005, or its subsequent amendments.
- 20.3 Further penalties or legal action, to be determined from time to time will be imposed on owners with accounts in arrears for 60 days or longer. The association shall be entitled to recover all legal costs incurred on the attorney and own client scale.
- 20.4 The association may amend or add to the Rules from time to time, as may be deemed necessary to ensure harmonious co-existence of residents.

21 FINES AND PENALTIES

- 21.1 The association has given the Trustees of Aloe Terrace, Plumbago Terrace and Strelitzia Terrace, in terms of resolutions dated 20 March 2009 and 02 October 2014, a mandate to manage the fines on behalf of the association as set out in the resolutions.
- 21.2 The association shall investigate (in such manner as it deems fit) written complaints received from members relating to the behaviour and/or conduct of other residents and persons on or about the Estate, or Lodge, and shall take such steps with regard thereto as it may deem fit. The association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether complaints are received.
- 21.3 If any person contravenes or fails to comply with any of the provisions of these rules or any conditions imposed by or directives given by the Association in terms of these rules, the directors shall be entitled (without limiting any other rights afforded to them in terms of these rules) to impose suitable fines on the person concerned. If the person concerned is a guest, tenant, or other invitee of a member, that member will be liable for payment of such fine. Any fine imposed on a member and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the member concerned to the association forthwith on demand.
- 21.4 The quantum of any fine, per incident, shall not exceed the collective monthly levy of the association plus the body corporate levy that may be applicable to the member.
- 21.5 The provisions of this rule are without prejudice to any other rights that the association may have in terms of the Constitution or at law, including approaching CSOS in terms of section 39 of the CSOS Act.

22 ENFORCEMENT OF THE RULES

- 22.1 For purposes of the enforcement of any of the rules, the Trustees of the bodies corporate, by mandate of the association and the directors, may –
 - 22.1.1 Take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall then be deemed to be a debt owing by the member concerned to the association;
 - 22.1.2 Take such other action, including a visitor ban or court proceedings, as they may deem fit.
- 22.2 In the event of any breach of the rules by any member's tenants, or his guests, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the directors may take or cause to be taken such steps against the person committing the breach as they in their discretion may deem fit.
- 22.3 No party and/or resident shall have any claim of whatsoever nature for damages against the association as a result of a decision taken by the association regarding the interpretation of these rules.

23 GENERAL RULES

- 23.1 The association shall have control of the use of all recreational and entertainment facilities and all other amenities in the Estate and the directors shall have the right to levy charges for the use thereof.
- 23.2 In general, where no specific rules have applicability, the Directors reserve the right for the Estate manager to make rules from time to time that they deem necessary, subject always to approval by the Board of Directors' supported by a Resolution.
- 23.3 The Directors reserve the right for the Estate manager to amend these rules from time to time in such a manner as they deem necessary, subject always to approval by the Board of Directors' supported by a Resolution.

24 PROTOCOL FOR AMENDING/ADDING FINES:

Because the HOA is the governing body of Westwood Estate and the Constitution states that only they have the right to implement/amend/add fines, all such matters must go through the Directors of the HOA. The standard of conduct applies across the entire estate and therefore no one body corporate can have its own system of rules and fines.

The HOA will amend/add rules as required if they are sensible and reasonable and do not unfairly restrict the freedoms that people have the right to enjoy. At the same time, the right to said freedoms does not mean that the rights of others may be infringed upon and where this happens, the rules and fine system becomes relevant.

Any amendment to the rules and fines on the estate must be done via a Resolution signed by the Chairman of the HOA.

Should a Body Corporate wish to amend or add a fine the request is to be submitted to the estate manager, who will then submit the request to all the trustees of each body corporate for their endorsement. Once such endorsement is received it will be submitted to the HOA for approval which approval will not be unreasonably withheld. It is recommended that the fines be reviewed by the Trustees every six to twelve months with suggestions and / or comments forwarded to the HOA for consideration.

25 GUIDE TO IMPLEMENTATION OF FINES WITHIN WESTWOOD ESTATE

As the Westwood Estate Sales Contract and the Westwood Estate Homeowners Association Constitution state, the Homeowners Association is the governing body of the entire estate and the various bodies corporate within the estate are obliged to conform to the Westwood Estate Homeowners Articles of Association.

This document expressly refers to the conditions imposed as Clause 8.5: Rules, which stipulate, inter alia, that the Homeowners Association Board may, from time to time make rules, applicable within the Estate, specifically about:

- 8.5.1 the conduct of any persons within the Estate and the prevention of nuisance of any nature to any owner of immovable property in the Estate;
- 8.5.1 the imposition of fines and other penalties to be paid by Members of the Association.

It is therefore essential that the Homeowners Association lay down a set Code of Conduct in relation to the imposition of fines within the Estate. These now follow and all Bodies Corporate and the Managing Agents are compelled to comply with these provisions, with no exception, unless approved in writing by the Board of the Homeowners Association.

In the event of a contravention of any of the requirements of the WESTWOOD ESTATE HOMEOWNERS' ASSOCIATION RULES the following action shall be taken against the registered owner of the unit: -

1. A formal complaint needs to be noted at the time of the transgression in the Incident Book / Occurrence book held at the Gatehouse by Security who will submit a copy of such incident to the Estate Manager, or a formal complaint submitted on the approved complaint form and placed in the Estate Manager's collection box at the Gatehouse.
2. Where a warning is applicable, the Estate Manager on behalf of the Directors/Trustees/Managing Agents will issue a first warning notice to the registered owner by hand, email or registered post giving full details of the alleged contravention in clear and unambiguous terms.
3. In the case of a further breach of the rules within a 90-day period, or, in the case of a blatant disregard of the rules which, in the opinion of the Trustees and /or Directors of the Homeowners Association, is a serious contravention, a Final Warning notice shall be delivered or sent to the registered owner by hand, email or registered post giving full details of the alleged contravention in clear and unambiguous terms. In addition, the owner shall be advised that a fine has been imposed and debited to his levy account.
4. The owner or his agent shall have the right to repudiate such fine by means of an Objection form which must clearly state valid reasons for the repudiation and be submitted to the Estate Manager/Trustees/Managing Agents within 14 days of such fine being issued.
5. The Trustees of the particular body corporate in which the owner has an apartment shall then decide if the owner is guilty of the contravention or not. If found guilty, the Trustees will uphold, amend or waive the fine if circumstances warrant such consideration. The owner shall be informed of their decision, and reasons therefore, as well as the final amount of the fine.
Should the owner want to dispute the trustees decision he or she can approach the CSOS in terms of section 39 of the CSOS Act.
6. The Board of the Homeowners Association shall review the scale of the fines to be imposed on an ad hoc basis. The maximum penalty payable by the owner may not exceed the collective monthly levy which comprises the Homeowners levy plus the Bodies Corporate levy.
7. An owner will be liable for all legal costs, and any other expenses, incurred by the Board of the Homeowners Association or Body Corporate in enforcing the Rules of the Estate.
8. The Estate Manager shall furnish at each month end a list of all warnings given and fines issued for that month to both the Managing Agents and Trustees.
9. The Managing Agents shall provide at each month end a list of all fines not paid for that month to the Trustees of the Bodies Corporate
10. The Managing Agents shall allocate all monies paid as fines into the relevant Body Corporate, which must appear on all income statements and / or balance sheet as an income stream. All fines issued on the Lodge side of the Estate will accrue to the association.

26 WEHOA FINE SCHEDULE

Please see the below fine schedule for rules most often transgressed. Penalties for other transgressions will be left to the trustees to determine.

1. Pets are not allowed and keeping a pet will result in a fine	R1,000
2. Leaving any refuse lying in any place outside of the green refuse bins in the designated bin area	R500
3. Littering in any common area of the estate. This includes leaving apartment refuse in the clubhouse bin yard.	R500
4. Any rule regarding Vehicles No overnight parking of trailers, boats or Caravans. (Including but not limited to parking contraventions, maintenance of vehicles, exceeding posted speed limits, etc)	R300
5. Any rule regarding damage to common property	R300
6. Use of common property and interfering with others by creating a disturbance of any type of nuisance or detracting from the enjoyment of others. Perpetrators who have had 3 separate noise related fines within 3 months will receive a visitors ban for the same period.	R500
7. Any breach regarding interference of the appearance any building from the outside (including but not limited to erection of any type of television receiving device, installation of air-conditioning units, fitment of any non-approved security gates, etc). The owner will be responsible for the costs of removing said article.	R300
8. Any breach regarding the placement of any signs or notices anywhere within the estate without the proper permission having been granted by the Homeowners Association. The Homeowner's Association is permitted to remove any such signs or notices without due warning and confiscate same until payment of the fine is tendered.	R300
9. Hanging of any item of laundry (including but not limited to clothing, towels, rugs, carpets, bedding, etc) from any terrace and/or any place visible to other persons within the estate. No warning issued.	R1,000
10. Storage of inflammatory material or dangerous acts (including but not limited to the setting off fireworks within the estate, discharge of a weapon, etc.).	R500
11. Keeping section free of pests where there is a likelihood of a health risk	R300
12. Contravention of National or local law or by-law	R1,000
13. Construct anything on any exclusive use area without the written consent of the Homeowners Association. Any costs of removal of such construction to be borne by the owner of the sectional title unit.	R1,000
14. Alterations to any internal area of any exclusive use area or sectional title, which impair stability or use and enjoyment of any person within the estate. The costs of rectifying such alterations to be to the account of the sectional title owner.	R1,000
15. Use of the exclusive use area for any purpose other than intended (including but not limited to using the premises for business purposes)	R500
16. Interfere in any way with the provision of water and electrical services within the estate	R1,000
17. Failure to carry out work as ordered in respect of section	R500
18. Failure to repair, maintain & keep clean section & exclusive use area	R500
19. Illegal parking in another unit's parking bay will result a fine.	R300
20. Leaving unroadworthy cars on the estate. Will receive a warning and then a fine per week.	R300
21. The Estate has limited parking and if one particular unit should be found occupying several parking bays there will be penalties per additional vehicle per week.	R300
22. Residents of the estate are obligated to apply to both the resident access control system (Card) as well as the visitor management system (My Estate Life App) Failure to apply for either, or both, within 30 days of taking occupancy will result in a fine which fine will be charged each and every month until application has been made.	R1,000
23. Giving false information on the My Estate Life app	R500

24. Speeding on Flamethorn Drive or Pigeonwood Drive. The speed limit has been set at 20kph due to the presence of kids on the estate.	R500
25. Should there be an incident of tailgating, the resident is to receive a R1,200 fine as it jeopardises security and is in contravention of the sign erected at the gate house prohibiting such behaviour. No Warning.	R1,200
26. Residents that allow visitors access to the Estate while they are not on the Estate themselves will be fined. In addition, the resident will for a period of one month, be obliged to meet and escort visitors from the gatehouse.	R1,000
27. Using the panic button function on the My Estate Life app for a non-emergency second offence will result in penalties.	R300
28. Leaving garage door open impacting the aesthetic value and / or appeal of the Estate	R300
29. Window Coverings / Curtains / Blinds not neutral in colour causing disharmony to the surrounds will result in a fine, which fine will be charged each and every month until the offensive window covering has been removed or replaced.	R 750
30. Any breach of the rules by any child (Clause 12.10), shall carry a first warning to be followed by a fine. A breach would include, but not be limited to, noise, disturbance, mess, playing in excluded areas etc.	R 750
31. Any breach of the balcony / patio rules or general rules (Clause 12.1; Clause 12.11 and Resolution 11 : 02/03/2011.	R 1,000

27 RESOLUTIONS IMPACTING ON HOA RULES

Resolution 1: 20/03/2009: The board of directors voted unanimously on the adoption of a rule to the effect that any system of fines or penalties imposed by any trustees of anybody corporate of a sectional title scheme within Westwood will require the prior approval of the board of directors, which approval shall not unreasonably be withheld provided that the system and quantum of fines is in accordance with that adopted by the association in respect of its members.

Resolution 2: 08/06/2009: Erven may be re-sold by owners only through the agency of estate agents approved of by the association, which estate agents shall be required to abide by such rules and directives relating to advertising, access to the Estate, the holding of show houses and the like as the association may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to the Estate. Erven may also be re-sold by owners through private sales. The association shall have a right to determine the number of estate agents that may be represented on the Estate for selling and rentals and the agents will be appointed on that basis.

Resolution 3: 10/06/2009: The board of directors voted unanimously on the adoption of a new Estate Agency Accreditation Agreement including the revised Application and Accreditation Rules for Estate Agents.

Resolution 6: 01/11/2009: The board of directors voted unanimously on the amendment of Westwood Homeowners Association Rule 11.1.2 to read as follows:
Furnish the association with a copy of the signed approved Westwood Estate Lease Agreement which shall be for a minimum period of 6 (six) months, and which contains a clause in terms of which the tenant acknowledges and agrees that these rules are binding upon him and are enforceable against him by the association.

Resolution 11: 02/03/2011: 1. It is recorded that the following resolution was passed:
The terraced area of all apartments is to be always kept in a neat and tidy condition. Inter alia including but not limited to, the following activities are prohibited on, from or adjacent to terraced area of the apartments:
a) Accumulation of junk, clutter, furniture;
b) Storage;
c) Alteration, enclosing, screening;
d) Hanging clotheslines;
e) Drying or airing of clothes, laundry, carpeting;
f) Installation of awnings, sunshades, canopies, trellises, shutters, or antennas
g) No throwing of anything off the balcony and patios
No warning notice will be issued, and any contravention of this rule will have a R500.00 fine levied against the owner, with the exception of item (e) above: residents drying or airing of clothes, laundry, carpeting where the owner will be levied with a R1,000.00 fine.

Resolution 12: 03/03/2011: 1. It is recorded that the following resolution was passed:
11.3 In accordance with the resolution passed on 8th June 2009 which stipulates that only accredited estate agents may be used to sell or let property within Westwood Estate and noting that there have been contraventions of this rule on several occasions, the Directors now mandate that should an owner appoint a non-accredited estate agent to rent his apartment and the non-accredited estate agent fulfils this mandate the owner will be fined R1,000.00. Should an owner appoint a non-accredited estate agent to sell their apartment within Westwood Estate and the estate agent fulfils this mandate, the owner will be fined a sum of R2,000.00.

In all instances no access cards will be issued to the incoming residents until such time as the fine is paid in full.

Resolution : 02 October 2014

1. Notwithstanding that the Bodies Corporates already manage and implement the WEHOA rule and fine system, the WEHOA Board hereby mandates the Bodies Corporate / Trustees to implement and enforce the rules and regulations of the estate in accordance with the Protocol attached hereto. Further, please refer to Clause 2 and 19 of the Westwood Estate Home Owners Rules which documents is on the web site under the Documents tab.
<http://www.westwoodestate.co.za/downloads>
2. The WEHOA Board mandates the Bodies Corporates / Trustees to impose fines where such transgressions take place on their property.

3. The WEHOA Board mandates the Bodies Corporates to retain the income from any fine imposed on their property on the condition that if the fine is for some reason found to be unfair or unlawful, it will be refunded to the owner without delay. Furthermore, if any fine is challenged in any forum or court of law, the cost for defending the matter will be for the relevant Body Corporate and not for the members of the WEHOA.
 4. Where a rule transgression takes place on any WEHOA property, the transgression is to be recorded in writing and sent to both the Estate Manager and WEHOA Chairperson for attendance. If a fine is imposed, the income shall be for the sole benefit of the WEHOA.
 5. Where any fine is disputed or issued in such a way that it could be deemed to be unfair or discriminatory or unreasonable, then in such a matter, the WEHOA Board reserves the right to review and / or set aside the fine.
 6. Only the WEHOA Chairperson and/or Deputy Chairperson may, on behalf of the WEHOA Board issue oral or written directives or instructions to the Estate Manager or any WEHOA staff member
 7. Only the WEHOA Chairperson and/or Deputy Chairperson may, on behalf of the WEHOA Board, issue written communications to any party, member and / or service provider employed or contracted by the WEHOA.
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Resolution 14: It is recorded that the following resolution was passed:

- 4.1 At the AGM held on the 17th November 2016, it was agreed by all present that NO dogs would be permitted at Aloe, Strelitzia or Plumbago Terrace save for those dogs that were already present. No new dogs would be permitted and, on the demise, or loss of a dog already present, no replacement dog would be permitted. For residents residing on the Estate with dogs, they would continue to be bound by the rules as set out above.
-

Resolution 15 : 28 September 2020. It is recorded that the following resolution was passed:

The Directors' passed a resolution to amend the Westwood Estate Rules to :

- A. Update, and modernise, the Estate Rules to conform to the current operational requirements and conditions
 - B. Differentiate the applicable and relevant Rules between "Westwood Estate" a sectional title development at Flamethorn Drive, and "Westwood Lodge", a freehold development at Grace Avenue.
-

Resolution 16 : 15 March 2022. It is recorded that the following resolution was passed:

The Directors' passed a resolution to amend the Westwood Estate Development and Architectural Code – reference in the Rules in terms of Clause 14.

Development and Architectural Code

Clause 2.9

Amend to:

Windows and External Doors

- Exterior Windows and doors – Varnished hardwood type of generally vertical proportions, or aluminium type of vertical proportions in brown aluminium to match as closely as possible the shape and stain of the existing timber doors and windows. Burglar bars to comply as closely with the current permitted form so that no discernible or obvious difference is apparent.
 - No winbloks, cottage pane, arched windows, glass bricks, curtain wall glazing
 - Glazing to be clear glass i.e., no coloured nor reflective glazing
 - No logos or emblems to be sandblasted onto glass
 - Garage doors to be sectional slide over.
 - Varnished hardwood timber or fiberglass brown colour
-

Resolution 17: 21 July 2022. It is recorded that the following resolution was passed:

1. CSOS registration of RULES

- a. Further to the mandate to manage the HOA fine system provided to the Bodies Corporates of the Estate, the RULES are to be submitted to CSOS for registration in respect of each Body Corporate, notwithstanding that the HOA is not required to submit such RULES to CSOS given that it falls under the Companies Act and not the Sectional Titles Act. The submission of the RULES to CSOS for registration is for convenience only and eliminates any potential conflict that could arise from having the bodies corporate exercise their mandate.
- b. The establishment and amendment of the RULES and FINES remain the sole responsibility and prerogative of the Directors of the HOA.

2. Amendment to the Development and Architectural Controls

Amend Clause 2.9

- All costs associated with the purchase and installation of aluminium windows and doors is for the Owners account.
- Any alterations done to windows or doors must be approved and signed off by the Trustees and / or the Estate Manager acting for the Trustees
- Removal and re-installation of an existing security doors may be required which is for the Owners account
- Any installation related damage to the building is to be repaired by the owner in accordance with the approved paint specifications Each frame is custom made and will require proper measurement prior to fabrication.
- Frames are custom made and will require proper measurement prior to fabrication
- The recommended supplier is www.proaluminium.co.za

Add Clause 2.10

Window and Door Screens

- Screens are to be installed on the interior of the recess/reveal of the unit. The front door into the common corridor is specifically exclude from this clause due to the architectural design of the buildings.
- The Insect screen is a brown PVC coated fiberglass insect screen with woven mesh
- The Security screen is 316 Marine grade stainless Steel, 0.9mm Waven Mesh, which will also prevent insects
- All screens to have an aluminium frame in brown. Windows and sliding doors to open horizontally.
- Any installation related damage to the building is to be repaired by the owner in accordance with the approved paint specifications
- The installation may require the removal of the existing security gate / burglar guards which will be for the owners' cost.
- Each frame is custom made and will require proper measurement prior to fabrication.
- The approved service provider www.allstarflyscreens.co.za

Add Clause 2.13

Water Tanks

- Water tanks may not be larger than 600mm in Diameter and 1190mm high
- Hold 260 Litres or less
- Are Beige in colour and placed as close to the sliding door as physically possible.
- All tanks are to have a drip tray with connected drainage to ensure no water damage to the unit below
- The recommended tank is an Eco Tank available from various suppliers
- The installation and maintenance of the tank is for the Owners cost.
- Tanks are to be filled manually and no pump is permitted

Add Clause 2.14

Inverters

- Generators are not permitted due to excessive noise
 - Approved Inverters are permitted
 - A registered and properly qualified electrician must do the Installation of an inverter and power box
 - All trunking and any installation related damage to the building is to be repaired by the owner in accordance with the approved paint specifications
 - Inverters are to be installed within the unit and may not be installed on common property
 - Inverters may only power one unit only and may not be shared with any other unit.
-

Resolution 18: 27 02 2023 :

- Amend Clause 11.2; 11.3; 11.4; 11.5; 11.6 of the Rules
 - Amend Clause 26.25 of the Rules
-

Resolution 19: 15 05 2024

- Add Clause 12.10 - Children and their behaviour
 - Add Clause 12.11 – Provide more clarity regarding the use of balconies and patios.
 - Amend Clause 26 FINE SCHEDULE, (Item 30 and 31), to add in a specific fine notice for children and for the use of balconies / patios.
-