



HOMEOWNERS RULES AND REGULATIONS

14 November 2020

Reviewed by Reviewed by: Board of Directors and DRP

Revision: 7

PLEASE NOTE THAT THE HOMEOWNERS RULES AND REGULATIONS WILL BE REVISED FROM TIME TO TIME, AND SHOULD CHANGES BE MADE IT WILL BE FORWARDED TO ALL HOME OWNERS AND THOSE INVOLVED ON PARYS GOLF AND COUNTRY ESTATE.

CONTENTS

1. INTRODUCTION	3
2. USE OF STREETS	3
3. GOOD NEIGHBOURLINESS	4
4. ENSURING A PLEASING STREETScape	4
5. GENERAL RULES	6
6. ENVIRONMENTAL MANAGEMENT	6
7. USE OF GOLF COURSE BY NON-GOLFERS	7
8. GENERAL SECURITY	8
9. SECURITY PLANS AND RULES	9
9.1 Definitions	9
9.2 Resident's access	10
9.3 Building contractors' access	10
9.4 Visitors or Potential buyers' access	10
9.5 Delivery Vehicle access	10
9.6 Security patrols.....	11
9.7 Service or delivery access	11
9.8 Special events access	11
9.9 Residents	12
9.10 General	12
9.11 Domestic Workers and Gardeners	13
10. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES	13
11. LETTING AND RESELLING OF PROPERTY	14
12. SALE	14
13. LEASES	15
14. PETS AND WILDLIFE	15
15. ADMINISTRATION	17
Appendix 1:	19

1. INTRODUCTION

The prime objective of these Rules and Regulations is to preserve and enhance the security, aesthetics and environment within the development known as Parys Golf and Country Estate. The rules have been established in accordance with the memorandum and Articles of Association of the Parys Golf and Country Estate Home Owners Association (HOA). They are binding upon all occupants of the Estate, as is any decision taken by the Directors of the HOA in interpreting these rules.

The registered owners of the properties at Parys Golf and Country Estate are responsible for ensuring that members of their families, their tenants, visitors, friends and employees abide by these rules. Harmonious community living is achieved when residents use and enjoy their private property as well as public areas (if any) of the Estate. General consideration of all residents by, and for each other will greatly assist in assuring harmonious relations on the Estate. In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising tolerance and consideration.

When a problem cannot be resolved, the matter should be brought to the attention of the Directors for further recommendation in terms hereof. The Directors, who meet on a monthly basis, will entertain written submissions only. The decision of the Directors is final and binding in respect of the interpretation of these rules.

These rules are subject to change from time to time upon the adoption of a resolution as provided for in the memo of Articles of Association. Should any terms herein contained contradict the terms of the Development and Architectural Specifications, the latter documents will prevail.

2. USE OF STREETS

The streets of Parys Golf and Country Estate and extensions are for the use of all residents, whether it be on foot, roller-skates, bicycle, motorcycle, trucks, delivery vans, buses or cars and golf carts.

The speed limit is restricted to **40 km per hour**, throughout the Estate and the Free State Road Traffic ordinance regarding road and street usage will apply.

Parents are to ensure that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.

Power driven vehicles, e.g. cars and motorcycles, are permitted to drive on the streets of the Estate only. Parks and pavements are off limits. Only licensed drivers may operate and drive these vehicles in the streets or anywhere else on the Estate. Only golf carts may be driven on designated areas and on streets.

Estate rules do not allow four wheelers, however, to accommodate homeowners a four-wheeler track was developed in the north-eastern corner of the Estate. It is accessible to interested parties.

Parking on sidewalks and in the streets opposite traffic islands and intersections is prohibited.

Pedestrians will frequently cross streets at designated crossings on the Estate and have the right of way. Motorists are reminded always to approach crossings with caution.

The use of motorcycles or other vehicles with noisy exhaust systems, same for entering or exiting from the Estate, is prohibited.

Motorcycles and or skateboards are not allowed on pavements.

Unlicensed drivers will not be allowed on the roads under any circumstances.

Construction vehicles will have the use of a designated road as determined from time to time.

3. GOOD NEIGHBOURLINESS

Any business activity or hobby, which could cause aggravation or nuisance to fellow residents, may not be conducted from any property. This includes auctions and jumble sales.

No business may be conducted from home whatsoever, excluding one guesthouse managed according to tourism standards.

The volume of music or electronic instruments, partying and the activities of domestic help should be kept at a level so as not to create a nuisance to neighbours. No music after 22h00.

The mechanical maintenance and the use of power saws, lawnmowers, and the like (electric mowers are preferred), should only be undertaken between the following hours: Mondays to Fridays between 08h00 and 18h00 and Saturdays between 08h00 and 13h00. No lawnmowers or any other noisy implements are allowed on Sundays.

Please do not be a nuisance to your neighbours or other homeowners on the Estate. Consider your neighbours over weekends when your home is rented to weekend guests. No music after 22h00.

Washing lines must be suitably screened from neighbouring properties. Refuse, refuse bins, (except on official collection days) garden refuse and refuse bags may not be placed on the pavement. Owners must remove garden refuse on the same day.

Advertisements or publicity material may not be exhibited or distributed unless the written consent of the HOA has been obtained therefore.

Owners must ensure that domestic workers and other employees do not loiter on the Estate and specifically not at any prominent places such as at the gates, road circles, streets, etc.

4. ENSURING A PLEASING STREETScape

The collective pride of the Estate is dependent upon the contribution of every owner to create a neat and pleasing streetscape.

Each stand owner is responsible for maintaining the area between the kerb and the boundary of the property in a clean and pleasing condition. The HOA can compel the owner or tenant

to improve the aesthetic appearance of this area when deemed necessary, at the cost of the owner.

Garden fences and or walls and outbuildings forming part of the streetscape should be regularly maintained and painted where necessary.

The HOA has the right to effect repairs at the cost of the owner should it be considered necessary.

Building material may under no circumstances be dumped on the sidewalk or streets. The owner will be liable for all damages in this regard.

No trees, plants or sidewalk lawn may be damaged, removed or planted without the permission of the HOA.

Planting should not interfere with pedestrian traffic or obscure the view of motorists.

No Wendy houses or tool sheds may be erected without the prior written permission of the HOA, first being obtained. If the owner refuses to remove such structures, the HOA may remove such structures at the cost of the owner.

Caravans, trailers, boats, equipment, tools, engine and vehicle parts, should be located out of view and screened from neighbouring properties and the street as provided for in the Development and Architectural Specifications.

5. GENERAL RULES

Building according to approved standards obviates the necessity of making costly changes at a later stage.

All building plans should be in accordance with the Development and Architectural Specifications applicable to the Estate, and must be approved by the Design Review Panel upon payment of the required fee. This requirement is also applicable to any additions and alterations to existing structures and dwellings. Failure to comply with laid down building standards.

6. ENVIRONMENTAL MANAGEMENT

No rubble or refuse should be dumped or discarded in any area whatsoever.

Residents and their guests are urged to leave any open spaces 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 the open spaces.

Picnicking will only be permitted in designated areas.

Flora may not be damaged or removed from any public area.

Fauna of any nature may not be chased, trapped or harmed in any way, in any area of the Estate.

Residents shall maintain trees, plants and shrubs that have been planted on their pavements by the HOA.

Residents shall maintain a high standard of garden and pavement maintenance.

Residents should ensure that declared noxious flora are not planted or allowed to grow in their gardens.

Vacant stands must be kept clean on a regular basis to the satisfaction of the HOA, failing which, the HOA reserves the right to clean the stand at the owner's expense. The residents' use of any open space areas is entirely at their own risk at all times.

The HOA will entertain no claims for damage of whatsoever nature or from whatsoever cause.

Floodlights must be adequately screened so as not to cause discomfort to neighbours.

7. USE OF GOLF COURSE BY NON-GOLFERS

Residents have right of access to the Golf Course only when the Golf Course is not being utilised for golfing activities, and may only be used for the purpose of walking or jogging, no cycling is allowed on the fairways.

Golfers shall at all times have priority to use the Golf Course.

The playing of games or sports or any other pastime other than golf is prohibited on the Golf Course and children may not play in the bunkers.

No practicing on the golf course is allowed, whether on the fairways or on the greens. Practicing is only allowed at the facilities provided for this activity.

No dogs allowed on any part of the golf course, unless on a leash at **all** times.

Non-golfers shall at all times be responsible for their own safety including that of guests and children, when walking or jogging on, or near, or otherwise using the Golf Course, and liability for injury sustained on or near the Golf Course and any consequences thereof shall rest with these persons.

No water may be tapped from the water system used for golf course purposes.

8. GENERAL SECURITY

The following safety rules will apply:

1. Security protocol at the gate must be adhered to at all times. Under no circumstances may residents or any person other than the security personnel or members of the Trustee Committee be allowed into the Gate House.
2. All owners must request visitors to adhere to security protocol and residents are requested to always treat the security personnel in a co-operative manner.

3. All owners must ensure that contractors in their employ adhere specifically to the security stipulations of the Contractors Code of Conduct as set out in the Development and Architectural Specifications.
4. All attempts at burglary or instances of fence jumping must be reported to a member of the security staff, and or Security sub-committee immediately.
5. Security is an attitude; be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons.
6. The Estate will be manned by security 24 hours a day, and patrolled on a random basis.
7. The security centre at the gatehouse should be advised in advance of pending arrival of visitors where possible, in particular details of vehicle registration numbers and property to be visited should be provided.
8. New occupants (owners/residents) must advise Security Supervisor on duty of their home telephone or cellular phone numbers and address to enable Security to make telephone contact for permission to allow visitors to residence.
9. No property may be secured with razor wire or similar fencing during or after construction period.
10. Residents on the perimeter walls are responsible for keeping any overgrowth clear of the electrified fence.
11. Residents on the perimeter fence must advise any visitors of the dangers pertaining thereto.
12. No residents may issue instructions to Security Personnel.
13. Remote control may not be utilized by anyone other than the home owner and registered user.

9 SECURITY PLANS AND RULES

9.1 Definitions

Main Entrance

This is the entrance to Parys Golf and Country Estate, situated in the town of Parys and which is accessible from the “old bridge” over the Vaal River. Both residents and visitors may access the Estate through this entrance.

Secondary Entrance

This is the entrance to Parys Golf and Country Estate, situated on the R59 road between Parys and Sasolburg. **Only residents may access the estate through this entrance.**

Main Security Office

Security office at main entrance.

Secondary Security Office

Security office at secondary entrance.

Primary Security Zone

This is the zone leading from the Main Entrance to the clubhouse and including the grounds of the clubhouse.

Secondary Security Zone

This is the zones leading into the residential areas of the Estate to the east and west of the Main Entrance road, starting from the two boom-gates on the main entrance and excluding the main entrance road.

Security Service Provider

A security firm appointed by the HOA to provide a security service and enforce the Security plans and rules.

9.2 Resident's access

All residents must have a remote installed to open the main gates, or buy one at a cost to be determined from time to time from Fidelity Security and a pin code to open inside boom gates. This pin no will change from time to time. Residents are not allowed to hand a remote control to any other person who is not registered on the security system.

9.3 Building contractors' access

1. A building contractor is the person responsible for the site. Only he will receive a contractor's sticker. All his sub-contractors must sign in every day.
2. A site manager should run the site every day. The contractor must register the site manager with security and only then will he receive a contractor's sticker. No contractor is allowed to have an access card.
3. It is the Security Service Provider's responsibility to make sure that a contractor's sticker is taken back as soon as the contract expires.
4. Every site must be registered with the Security Service Provider.
5. All building sites must obey the rules stipulated in the building contract.
6. Building contractors working on a site on the "island" area shall access the site only through the Main Entrance.
7. Building contractors working on a site on the "feesgronde" area shall access the site only via the Secondary Entrance.
8. The Security Service Provider nightly to ensure there are no problems, e.g. people hiding or sleeping there, will visit all building sites.
9. Contractor times are strictly Monday to Friday, 07h00 to 18h00. No contractor is allowed to work weekends.

9.4 Visitors or Potential buyers' access

All visitors and members of Parys Golf & Country estate their drivers' licence and motor vehicle disk will be scanned before entering or exiting the estate.

9.5 Delivery Vehicle access

1. All deliveries made to residents must be verified by residents. Residents must verify type of delivery and where it must be delivered. Should delivery be on the neighbour's property, the owner must send a letter of approval to the General Manager for authorisation.
2. Visitors to residents will only be allowed access if prior arrangements with the main security gate have been made. Unannounced visitors will only be allowed access if the relevant resident can be contacted and agrees that access should be granted.
3. Visitors to residents are not allowed to use any facilities on Parys Golf and Country Estate without being accompanied by a resident.
4. All potential buyers should be accompanied by an agent and will only be allowed to view property from 08h00 – 17h00. Potential buyers will only be allowed access under the same conditions as visitors.
5. If not within the above hours, the following conditions will apply:
 - a. Accompanied by a resident
 - b. Accompanied by an official Parys Golf and Country Estate sales agent.
 - c. Special arrangements made by the owner or Parys Golf and Country Estate sales agent with the General Manager.
 - d. Vehicles belonging to a non-resident may be subject to a security search.
6. The Security Service Provider shall complete an incident report whenever a visitor is not following the rules.

9.6 Security patrols

1. The Security Service Provider is responsible for carrying out regular patrols on the Estate to identify and rectify any security breach. Incident reports should be completed immediately.
2. Should anything suspicious be observed that could lead to the Estate's disadvantage, the Head of Security must be contacted immediately (083 375 3560). This includes any damages to infrastructure, water pipes, electric failures, etc.
3. As a minimum requirement the following patrols shall be executed at varying hours, on a daily basis:
4. The perimeter fencing and river-front will be patrolled on a quad-bike, once every day and once every night.
5. Key points (to be designated from time to time) shall be visited by patrolling officers on foot, twice during every night and four times during every day.
6. The patrol route and times shall be varied so as not to establish a predictable routine.

9.7 Service or delivery access

All service/delivery vehicles may be subject to a security search.

9.8 Special events access

1. During special events, e.g. weddings, parties etc., the owners must arrange special permits for their guests with the Parys Golf and Country Estate Manager. (To alleviate congestion at the gate)
2. No person other than the owner or his visitor is allowed to bring any form of alcohol onto the Estate.
3. Non-residents, including domestic workers, seemingly under the influence of alcohol, will not be allowed access to Parys Golf and Country Estate.

9.9 Residents

1. All residents must use the designated resident entrance.
2. Residents are not allowed to give the security personnel any instructions.
3. All queries are to be lodged with the Parys Golf and Country Estate Manager.

9.10 General

1. The guards will phone the owners should it be necessary. For this purpose, and this purpose only, a telephone number of the owner must be left with the security staff. These numbers are to be treated with the utmost confidentiality.
2. If a homeowner should go on holiday or away for any reason it must be reported at the main security gate (083 375 3560). In this way guards can be more alert at that owner's house.
3. No hawkers, vagrants or job seekers will be allowed.
4. No agents for any products will be allowed unless written permission is obtained from the Parys Golf and Country Estate Home Owners Association.
5. No unauthorized vehicles (buses, taxis) will be allowed in Parys Golf and Country Estate.
6. Non-residents are not permitted to bring firearms onto Parys Golf and Country Estate. Any person entering the Estate with a firearm must declare it. Special permission to enter the Estate can then be obtained telephonically from the owner he wishes to visit. In the event that undeclared firearms/weapons are found, these will be confiscated and handed over to the police for collection by owner.
7. No public business may be carried out on Parys Golf and Country Estate. Other than golf carts, any motorised vehicles using the roads of Parys Golf and Country Estate shall be roadworthy.
8. No dumping of any sort is allowed on the Estate. This includes dumping of organic material. The exception will be made if written permission is obtained from the Parys Golf and Country Estate Manager.
9. Children, game and golf carts have right of way.

9.11 Domestic Workers and Gardeners

Kindly note that all domestic workers and gardeners must be registered and issued with identity tags.

The following procedures must be followed:

1. The resident or employer must complete an application form, which can be obtained from the Admin Office or on our website www.parysestate.co.za. The resident or employer must then accompany the domestic worker or gardener to the Admin Office, where a copy of the worker's identity documents, at a cost to be determined per worker and the completed form must be handed in. A registration fee per worker, at a cost to be determined from time to time must be paid annually.
2. R120-00 per person for the individual screening and R50 per person for the access card will be payable if the worker is being cleared after the screening test.
3. An access will then be issued.
4. All workers entering the Estate must make their way through the turnstile gate (Even when entering with residents.)
5. All workers must have their access card at all times while on the Estate.
6. No clothing, materials, appliances or any other goods may be removed from the Estate without written permission by the resident / employer.
7. The resident / employer will take full responsibility for workers while on the Estate.
8. It is the duty of the resident / employer to return the access card to the security office when the work contract of the worker is terminated. (R50 for access card can then be refunded).
9. It is not the Owners Association's aim to disrupt the day-to-day running of residents' households, but to manage and maintain security on the Estate.

10. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

1. Finally, the responsibility of enforcing the House Rules rests with the Owner.
2. Should any owner let his property, he shall notify the HOA in writing in advance of occupation, the name of the lessee, and the period of such lease. The owner shall inform the lessee of these Rules.
3. The occupants of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Rules.
4. All owners must ensure that contractors in their employ are aware of the Rules set out in the Development and Architectural Specifications, and that they are adhered to.
5. Please do not be a nuisance to your neighbours or other homeowners on the Estate. Consider your neighbours over weekends when your home is rented to weekend guests. No lawnmowers or any other noisy implements are allowed on Sundays.

11. LETTING AND RESELLING OF PROPERTY

The concept of this Estate imposes certain restrictions on the manner in which estate agents may operate therein. In order to ensure that the rules applicable to which regulated property ownership and occupation of the premises on the Estate are made known to new residents, the following rules relating to the re-sale or letting of property shall apply.

Should an owner want to sell or lease his property an approved agent may by select to manage the sale or lease.

The agent and the owner must ensure that the buyer and or tenant is informed of, and receive a copy of these Rules, so that these Rules are attached as an annexure to any deed of sale or lease agreement.

A clearance certificate must be obtained from the HOA at a cost prior to any transfer of the property.

No property may be let or utilised for the purpose of a commune.

Agents may only operate on a "by appointment basis" and must personally accompany a prospective purchaser or lessee. Agents are not permitted to erect signage boards without the permission of the HOA, which boards must confirm with the specifications set out in the Development and Architectural Specifications.

12. SALE

The purchaser acknowledges that he is obliged, upon registration of the property into his name, to become a member of Parys Golf and Country.

Estate Home Owners Association and agrees to do so subject to the Memorandum and Articles of Association of this body.

The purchaser further acknowledges that he is aware of the fact that he will be penalized as provided leases section if he does not complete the building of a dwelling within 3 years of the date of registration, as per Conditions of Title.

The seller shall be entitled to procure that, in addition to all other conditions of title and or subdivision referred to, the following conditions of title be inserted in the Deed of which the Purchaser takes title to the property:

Every owner of a property, or any subdivision thereof, or any interest therein, or any unit thereon, as defined in the Sectional Title Act, shall become and shall remain a member of the Home Owners Association and be subject to its constitution, until he ceases to be an owner as aforesaid.

Neither the property, nor 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 Home Owners Association.

The owner of the property, or any subdivision thereof, or any interest therein, or any unit thereof as defined in the Sectional Title Act, shall not be entitled to transfer the property or

any subdivision thereof, or any interest therein, or any unit thereof, without a clearance certificate from the Home Owners Association which certifies that the provisions of the Articles or Association of the Home Owners Association have been complied with.

The terms "Home Owners Association" in the aforesaid conditions of title shall mean the Parys Golf and Country Estate Home Owners Association (incorporated Association nor for gain).

In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of a property, the Purchaser hereby agrees to such amendment.

13. LEASES

The lessee acknowledges that, upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all rules and regulations as contained in this document.

Where tenants continuously breach the rules of the Estate, the owners can be requested to terminate the lease agreement and/or be held liable for the maximum fine allowed under the HOA rules. This clause must be written into the lease agreement.

14. PETS AND WILDLIFE

Before acquiring a dog, a homeowner must acquaint himself/herself with all the Rules of PGCE relating to dogs and with the acceptance of these rules understand the impact and added responsibility of keeping a dog in an estate environment.

Only dogs, the breed and size of which to be approved by the HOA upon application by the Homeowner, or tenant, will be permitted due to the fact that game roam the estate and pets may pose a threat thereto. Upon application homeowners must provide the Administration office of the PGCE with the name, breed, description and photograph of the dog for approval and registration purposes. Unregistered dogs and those roaming the veld, golf course, private property, or any other part of the common property, will be impounded and handed to the SPCA, or other relevant authority.

Dogs shall be limited to two per household/property, regardless of the extent thereof. However, the Board is authorised to provide interim relief to new members to allow up to four dogs per household/property, provided the new Member gives a written undertaking to not add any new dogs or replace any of their current dogs with a new dog, up to the point that the Member is compliant with the two-dog rule.

It is the responsibility of residents to secure their property adequately to prevent their dogs from straying off and wandering on the common property, or that of any other homeowner. Dogs are not permitted in, or to be walked in the natural veld, the common property, or on the golf course without a leash. Any excrement deposited on the common property or that of any other homeowner, shall be removed by the owner of such dog immediately he

becomes aware thereof. Homeowners will only be allowed to play their SMALL dogs on designated park areas if these animals are under strict control and no danger to other inhabitants. Excessive barking of dogs, regardless of the reason for such barking will under NO circumstances be tolerated as this causes the most nuisance to other homeowners.

Homeowners must ensure that they install a suitable enclosure, approved by the Design Review Committee to prevent their dogs from straying off their property and to minimise the nuisance to other homeowners. In addition, homeowners must ensure that dog kennels are not visible from the street, adjacent neighbours, or the golf course, if applicable. Any unauthorized structures must be removed and in the event of failing to do so a fine in accordance with the PGCE House Rules will be imposed and the resident or tenant will be held responsible for the costs of the removal of such a structure by the PGCE HOA.

Homeowners must make adequate arrangements for the care of their dogs while absent and are responsible to arrange for access of the person taking care thereof.

Homeowners must take firm measures in preventing their dogs from becoming a nuisance to the neighbourhood in any way. In line with international best practices, barking, whimpering or howling for an aggregate ten minutes out of an hour, will be regarded as a reasonable threshold to constitute a nuisance under this rule. When two or more dogs from one household are involved their collective, aggregate barking, whimpering or howling may not be more than the stipulated periods above. Any dog causing a nuisance and disturbance of the peace shall be deemed to be a contravention of these rules by the owner and shall be liable to a penalty levy as set out in the appendix hereto. The HOA of PGCE reserves the right to request the homeowner to remove the dog should it become an ongoing nuisance in the estate. Where permission has been withdrawn for any resident to keep a dog, such dog shall be removed from the estate within 5 days' notice of such revocation being delivered to the resident concerned, failing which such dog will be removed by the SPCA at the request of PGCE and the resident will be liable for the cost thereof.

NO CATS ARE ALLOWED ON THE ESTATE AS THEY POSE A THREAT TO THE WILDLIFE.

15. DISPUTE RESOLUTION PROCESS

Should any dispute arise between the HOA represented by a Director and any Homeowner regardless of the origin of the dispute, the Party claiming the dispute (the Originator) shall advise the other party (the Respondent) in writing thereof. For purposes of this clause, an email to the Respondent's email address will constitute such an advice.

Should the respondent wish to object to the dispute, written notice thereof must be done within 10 working days of the original advice. Should no objection be made, this will be constituted as acknowledgement of guilt. In the event of a rules breach, the HOA will levy the fine, as set out in the annexures, to the Home Owners Account.

In the event of an objection, the Respondent will within 30 days meet with the Originator in an effort to resolve the dispute in good faith.

In the event that the above meeting not achieving resolution, the following options exist:

1. Where the issue is between two home owners the dispute may be presented to the Trustees of the HOA at one of the monthly meetings. Jurisdiction in such matters is restricted to matters relating to the PGCE Rules and Regulations and explicitly excludes disputes of a civil or criminal nature.
2. Where the matter relates to a potential fine to be levied on the Respondent by the HOA, the respondent has the right to appeal to a quorate meeting of the HOA trustees at the next convening thereof.
3. The majority decision of this meeting will be final in the sanction being administered. This will be confirmed in writing and, in need, the relevant financial charges levied. This must be paid within 30 days of being levied, failing which, they will incur interest at no less than Prime +2% (Using ABSA Bank as a reference rate)
4. Should the dispute / fine be of a technical nature, a specialist, agreed to by both parties, will be appointed to provide expert opinion. The respondent will be responsible for the appointment and cost of the specialist regardless of the ultimate outcome.

Respondents are obviously free to follow any rights they may have under law but the court will be requested to secure collateral for costs should this route be chosen.

16. LEVIE ADMINISTRATION

All levies are due and payable in advance on the first day of each and every month. Levies include such items as:

1. One member per family gets one membership free, for golf, tennis and squash
2. Security
3. Upkeep of the estate
4. Interest will be raised on all arrear accounts, at the maximum rate allowed by the Ossuary Act.
5. 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 Homeowners Association shall be entitled to recover all legal costs incurred on the attorney and own client scale.
6. All building operations are to be completed in terms of the Development and Architectural Specifications within 3 years from date of registration. The owner of the property will be penalised with the payment of levies equal to triple the amount payable in terms of the Association Rules.

7. The Directors may amend or add to the Rules from time to time, as may be deemed necessary to ensure harmonious co-existence of residents.
8. The Directors have the right to fine transgressors where any of the rules as stipulated by the HOA from time to time have been broken or infringed upon. Such fines will form part of the levy and shall become due and payable on the due date of payment of the levy.
9. All fines will be debited to the account of the offender
10. Admin Office hours: Monday's – Friday's from 08h00 – 16h30. Closed on weekends and on public holidays.

Appendix 1: PENALTY SUMMARY AND APPROVED AMOUNTS FOR OFFENCES COMMITTED BY HOMEOWNERS

Section	Offence Description	Amount
Section 2	Speeding – 1 st Offence	Written warning
Section 2	Speeding – 2 nd Offence	R1000
Section 2	Any other offence – 1 st offence	Written warning
Section 2	Any other -2 nd Offence	R500
Section 3	Nuisance to fellow residents – 1 st Offence	Written warning
Section 3	Nuisance to fellow residents – 2 nd Offence	R1000
Section 3	Lawnmowers or any other noisy Implements after hours specified – 1 st Offence	Written warning
Section 3	Lawnmowers or any other noisy implements after hours specified – 2 nd Offence	R500
Section 4	Non-Compliance – 1 st Offence	Written warning
Section 4	Non-compliance – 2 nd Offence	R500
Section 5	Non-Compliance – (Building standards) offence	Written warning to correct the deviation within two months, failure to do so a fine of R50 000
Section 6	Non-Compliance – 1 st Offence	Written warning
Section 6	Non-Compliance – 2 nd Offence	R500
Section 7	Non-Compliance -1 st Offence	Written warning
Section 7	Non-Compliance – 2 nd Offence	R1000