



TAEMANE ESTATE HOMEOWNER'S ASSOCIATION NPC

RULES AND REGULATIONS

The main objects of the Association are as follows:

To promote group interest of the members (being the owners of an erf in Moreleta Park Extension 85 township) by maintaining the open spaces, the common areas, installation and maintenance of various services such as refuse collection, roads, sewerage, electricity, telephone lines, security installations, the amenities and controlling the aesthetic appearance of dwellings, walls, gates and other improvements in the township.

Providing and paying for measures to ensure the security, access to and safety of the property and all persons therein.

Optimum enjoyment by the members can only be ensured by effective administration and control. It was, therefore, necessary that a set of rules and regulations be prescribed and adopted by the Association. The following are the rules and regulations which have been adopted and which, in terms of, and together with, MOI are binding on all members of the Association.

1. INTERPRETATION

- 1.1. Clause headings are for convenience and shall not be used in the interpretation of the rules and regulations.
- 1.2. Unless the context clearly indicates a contrary intention – any expression denoting any gender includes the other genders; a natural person includes an artificial person; the singular includes the plural, and vice versa.
- 1.3. The following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them:
 - 1.3.1. "The Act" means the Companies Act No.71 of 2008, as amended.
 - 1.3.2. "Association" means Taemane Estate Homeowner's Association NPC (Registration number: 2007/021596/08).
 - 1.3.3. "The Board" means the board of directors of the Homeowner's Association.
 - 1.3.4. "The Developer" means Taemane Properties (Pty) Ltd (Registration Number: 2007/006895/07).
 - 1.3.5. "Erf" means any erf on the property, any sectional title unit thereon or any approved subdivided portion thereof excluding the streets, guard house, security access erven and the park.
 - 1.3.6. "The Estate / the Development" means Taemane Golf View Estate consisting of the township of Moreleta Park Extension 85 and all improvements thereon.
 - 1.3.7. "HOA" means Association.
 - 1.3.8. "Levy" means the levies made upon members for the purposes of meeting all expenses which the Association has incurred, or which the Board reasonably anticipate the Association will incur, in the furtherance of its objects.
 - 1.3.9. "The Manager" means any natural or juristic person appointed by the Association or the Developer to undertake all or any of the functions of the Association.
 - 1.3.10. "Member" means a member of the Association as referred to in the MOI.
 - 1.3.11. "The MOI" means the Memorandum of Incorporation of the Taemane Estate Home Owner's Association NPC.
 - 1.3.12. "The open spaces" means the common areas and surrounds, recreational areas and open spaces on the property.
 - 1.3.13. "The owner" means a registered owner of an erf as registered in the relevant Deeds Office.
 - 1.3.14. "Property" means the Township of Moreleta Park Extension 85 and any further extensions.

- 1.3.15. "The rules" means the rules made by the Board in terms of the MOI, as they apply from time to time.
- 1.3.16. "Vehicle" means a thing used for transporting people or goods, especially on land, such as a car, truck, or cart.

2. MAIN ARCHITECTURAL GUIDELINES

2.1. Introduction

- 2.1.1. These architectural guidelines form an integral part of the Rules and Regulations of the Association, and all homeowners must comply with them by agreement.
- 2.1.2. The purpose of the architectural guidelines is to ensure a coherent, high quality architectural environment in line with the prescribed character of the development.
- 2.1.3. These guidelines map out procedures to be followed for submission and approval of building plans, establishes building restrictions and regulations and prescribes design guidelines for owners and their architects.
- 2.1.4. Only architects registered with the South African Council for the Architectural Profession (SACAP) will be permitted to design homes on the estate.

2.2. Philosophy

- 2.2.1. The guidelines have been developed to maintain, protect and to ensure the realisation of a high quality, desirable and valuable residential estate.

2.3. Nature conservation and landscaping

- 2.3.1. Owners and their architects are required to design and implement the garden landscape around their houses.

2.4. Plant species not permitted

- 2.4.1. It is recommended that indigenous plant species be planted. The Board shall be entitled to order the removal of alien vegetation.

3. BUILDINGS

3.1. Building plans

- 3.1.1. The Board is responsible for ensuring that plans meet with the technical elements of the guidelines and contribute to the architectural ambience that the board and owners are seeking to achieve.
- 3.1.2. The Board has the power to approve or reject plans but will seek agreement and consensus as a rule.

3.2. Plan approval process and building plan submission:

- 3.2.1. All building designs illustrating the proposed concept must be presented for sketch plan approval as well as technical drawing approval.
- 3.2.2. A fee and certain deposits as set out in builders' guidelines will be payable to the Taemane HOA upon submission of sketch plans.
- 3.2.3. Two copies of plans are required; one will be retained by the Taemane HOA, the other returned and will either be:
- approved, or
 - approved with comment, or
 - not approved and returned with comment.
- 3.2.4. Comment may include suggested revisions and the requirement for re-submission of sketch plan drawings.
- 3.2.5. The submission fee is payable once only, whether plans are approved on first pass or not.
- 3.2.6. Technical documentation may be submitted once sketch plan approval has been obtained. Two copies of the technical documentation must be submitted. If approved, the plans will be stamped. One set will be returned to the owner and will form part of the normal submission drawings to local authorities. The other approved and stamped set will be retained by the HOA for record purposes.
- 3.2.7. Approval by the committee denotes agreement that the design is acceptable in terms of the guidelines and not approval of technical and construction details and / or compliance with NHBRC or local authority regulations.
- 3.2.8. Approved building plans are required for the sale of a property.
- 3.2.9. Use pre-approved paint codes for external walls and fixtures. Unless otherwise authorized by HOA or authorized managing agent.

- 3.2.10. Use one of the following three colours for external plastered unit walls.
 - Plascon Wall and All or similar, colour Hourie code Y4-E2-2
 - Plascon Wall and All or similar, colour Ivory Ridge code Y3-ED2-2
 - Plascon Wall and All or similar, colour Dundas code E15-3
- 3.2.11. Garden gates to be:
 - Metal Primer then Plascon Velvaglo Non-Drip or similar, colour Frazer Valley E26-6
- 3.2.12. Facia and Barge boards to be:
 - Primer then Plascon Polvin or similar, colour Frazer Valley E26-6
- 3.2.13. Low communal boundary wall to be:
 - Dulux Weathergaurd or similar, colour Furry Flush 99YY55/056
- 3.2.14. Patio ceiling to be:
 - Plascon One Coat ceiling paint or similar, colour Dried Leaf DC 9-25
- 3.2.15. Aluminium garage doors, gutters and down pipes to be:
 - Powder coated Dolphin Gray. Restore oxidation of colour with liquid Alubrite or a similar cleaner.
- 3.3. The following information must be included at sketch plan stage:
 - 3.3.1. Site plan indicating the location of the building with contours.
 - 3.3.2. Indicate existing structures, if any, on adjacent properties.
 - 3.3.3. Orientation.
 - 3.3.4. All floor plans, dimensioned and to scale.
 - 3.3.5. All elevations and sections (with dimensioned heights) required to explain the design adequately.
 - 3.3.6. A proposed schedule of materials and finishes, including colour scheme. This may be indicated through rendering / annotation.
- 3.4. Enclosing of the veranda under the following conditions:
 - 3.4.1. The walls on the ends of the veranda are to be built to the underside of roof sheeting.
 - 3.4.2. The support of the roof is to be designed by an engineer and should be:
 - Supported timber laminated beam on steel columns.
 - No intermediate columns.
 - 3.4.3. The glass fenestration closing in the veranda to be:
 - Frameless glass or,
 - Aluminium folding / sliding frame to match colour of aluminium doors and windows.
 - Designed by an engineer for adequate stability.
 - 3.4.4. The owner to prepare and submit plans and drawings for approval prior to the commencement of work.
 - 3.4.5. The owner must obtain approval of the above alteration from the local authority prior to commencement of this alteration.
 - 3.4.6. The thermal envelope of the building is not to be broken. Any change / impact on the envelope shall require fenestration compliance.
- 3.5. Payment of levies for each dwelling
 - 3.5.1. The owner of an individual erf that builds two independent units on that erf must register an individual title for each of these units on completion of the units to ensure that a levy for each unit is paid to the Taemane HOA provided that should such owner fail to register a separate title in respect of such unit, the HOA shall in any event be entitled to raise a separate levy in respect of such unit from date of completion thereof.
- 3.6. Restriction of building of boundary walls
 - 3.6.1. No boundary walls and / or boundary fences or the like shall be erected on properties where it would be 500mm and less away from an adjoining building.
 - 3.6.2. No boundary wall and / or boundary fence or the like shall be erected on the properties without the prior written consent of the Taemane HOA and City of Tshwane Metropolitan Municipality.
- 3.7. Buildings built on boundary lines
 - 3.7.1. Buildings may be built flush on a boundary line of an adjoining site provided that the adjoining owner approves and endorses plans of same.
 - 3.7.2. Roof overhangs may project a maximum of 200mm over the said boundary line.

- 3.7.3. No windows shall be permitted on the said boundary unless they are recessed by at least one metre into the building volume and are for non-habitable rooms, all to be glazed with obscure Georgian wire glass. Windows in this façade are to comply with all fire requirements and if necessary, the homeowner of the building built on the boundary line shall pay all necessary costs to achieve fire compliance.
- 3.7.4. The adjoining neighbour will allow the owner of the property built on the boundary wall reasonable access, for servicing the building constructed on the boundary provided that the property owner of the adjoining erf and the City Council have approved the plans prior to construction.
- 3.7.5. Only NHBRC registered builders approved by the Taemane HOA will be permitted.
- 3.7.6. The construction period for buildings shall not exceed three months, except under special circumstances.
- 3.7.7. No encroachment over stand boundaries will be allowed during construction.
- 3.7.8. The owner is responsible for ensuring that the builder adheres to the planning controls as amended from time to time.
- 3.7.9. Other structures
 - 3.7.9.1 "All building plans for additions or alterations must be approved by the HOA before work commences. This includes garden walls, awnings, pergolas as well as carports.
 - 3.7.9.2 Please note that while the local authorities do not require approval for certain structures, the HOA still does.
 - 3.7.9.3 Owners are required to submit a sketch / drawing to the HOA and managing agent of any all proposed alterations or additions. Along with an application detailing the materials, colours, and measurements of the modifications. The HOA will then convene to approve or reject the application. Certain conditions to approval may be stipulated at the discretion of the aesthetic committee.
 - 3.7.9.4 Depending on the type of alteration, a building plan drafted by a professional architect may be required and requested.
 - 3.7.9.5 The HOA does not allow the use or erection of so-called "temporary structures" such as lean-to's. no corrugated roof structures will be considered.
 - 3.7.9.6 The HOA will generally require additions and alterations to conform to the architectural concept of the existing building, e.g. they would require that the same roofing materials and paint colours be used, as per the finishing details document.
 - 3.7.9.7 The HOA may request that any alterations or additions that was not approved and do not conform to the aesthetical concept of the buildings, to be removed at the cost of the owner.
 - 3.7.9.8 The Building Rules that is attached as Annexure B is attached for more information.

4 SPECIAL CONDITIONS

- 4.1 The Board reserves the right to interpret the building guidelines and approve plans at its sole discretion. Specific variations in respect of individual homes may be allowed; however, these will not set any precedents and will not be considered an amendment to these rules.

5 BUILDING PROCESS

- 5.1 The Owner must obtain a list of the requirements relating to the building process and conduct of contractors from the Board. No building / construction work shall commence until at the relevant requirements have been complied with.
- 5.2 A construction deposit as determined from time to time by the board of directors will be payable before construction will be allowed to commence.

6 SERVICES

6.1 Satellite dishes

- 6.1.1 Satellite dishes and TV aerials must be fitted below the eaves line of the main building form to the approval of the Taemane HOA. No satellite dish may be larger than the diameter of 900mm and is to be white in colour.

6.2 Service pipes

- 6.2.1 Sewer and vent pipes must be concealed in vertical ducting or niches within the wall plane of the building and must conform to SANS 10400-XA. They may be exposed below 1m above natural ground level.

6.3 Air-conditioning

- 6.3.1 Air-conditioning condenser units and heat pump units must be suitably placed to minimise visibility. Window-mounted units will not be permitted. Should air-conditioning condensers need to be visible Taemane HOA permission will be required. Before the installation of an air-conditioner, where the condenser is mounted on the outside wall, the owner must obtain permission from his neighbour.
- 6.3.2 All trunking to be painted the same colour as the house.

6.4 Clothes lines, refuse areas, service courts

- 6.4.1 Clothes lines and refuse bins must be screened or placed in a concealed service court.
- 6.4.2 No hanging of clothes on boundary fences. (Please notify your domestic worker)
- 6.4.3 Dustbin only to be brought out the day before waste collection and taken back into courtyard same day as collection.

6.5 Wendy houses

- 6.5.1 No Wendy houses or lean-tos will be permitted on the estate without prior permission from the Board. Wendy houses and lean-tos cannot be used for accommodation purposes.
- 6.5.2 No garages are allowed to be converted into accommodation for domestic workers, or any other persons unless under special circumstances and with the permission of the Board.

6.6 Solar panels and generators

- 6.6.1 Solar panels are permitted.
- 6.6.2 The minimum standards for the installation of solar panels are as follows:
 - 6.6.2.1 The metering and / or connection, as may be required, shall be upgraded at the cost of the customer to meet the requirements of the Board.
 - 6.6.2.2 The installation shall comply with NRS 097-2: Grid interconnected of embedded generation: Part 2: Small scale embedded generation.
 - 6.6.2.3 Equipment must conform to the South African Renewable Power Plant Grid code.
 - 6.6.2.4 Inverters / equipment shall be type tested in terms of NRS 097-2-1 (Certificate required).
 - 6.6.2.5 The principle of a "net consumer" shall apply, i.e., a consumer who over a rolling period of a year, imports (purchases) more energy than he / she exports (puts back into the network of Board).
 - 6.6.2.6 The kWp capacity of the plant shall not exceed 50% of the allowed connection capacity.
 - 6.6.2.7 A valid copy of the COC, declaring and depicting the solar plant, shall be submitted to the Taemane HOA.
 - 6.6.2.8 A professional engineer, registered with the ECSA and appointed by the owner, shall certify the installation in writing.
 - 6.6.2.9 A complete list of applicable standards, specifications and regulations are available on request.
- 6.6.3 Generators are not permitted in the estate. Should a member / owner fail to comply with this rule, and subsequent to receiving written notice warning the member / owner to desist from using a generator within the estate with immediate effect, the directors will be entitled to, without further notice and within their reasonable discretion, fine the offending owner/resident accordingly and/or take the necessary steps to remove the generator from the estate's premises, the costs of the removal thereof to be borne by the offending owner.
- 6.6.4 Water tanks:
 - 6.6.4.1 The installations are to be done as per the stipulations/parameters of the application.
 - 6.6.4.2 The owner will be responsible for all installation / removal and maintenance costs.
 - 6.6.4.3 The installations must be professionally installed by a qualified contractor.
 - 6.6.4.4 The tanks may not be placed on the roof slabs above the garages, as the slab is not designed to support the weight of these tanks.
 - 6.6.4.5 The tanks may only be placed within the boundaries/yard of your unit and out of sight from your neighbours.
 - 6.6.4.6 The completed installation is to look aesthetically pleasing.
 - 6.6.4.7 Any damages or consequential damages to the common or private property as a direct or indirect result of the installation, will be repaired and the costs thereof will be for the owner's account.
 - 6.6.4.8 The HOA reserve the right to inspect any improvements/alterations done to the common or private property.

- 6.6.4.9 The Managing Agent / HOA accepts no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation / improvements, because of malicious damages or natural disasters or any other cause whatsoever.

7 PARKING: DRIVEWAYS AND GARAGING

- 7.1 Parking to be in accordance with zoning rights.
- 7.2 Any vehicle parked and / or abandoned in a visitor's parking area for more than 72 hours will be eligible for a fine at the discretion of the Board.
- 7.3 No vehicles belonging to residents are allowed to be parked on visitor's parking, this includes bakkies, construction vehicles, caravans etc.
- 7.4 The visitor's parking area provided on the estate is for the use of short-term visitors / vehicles only.
- 7.5 No parking on any communal areas not designated as parking.
- 7.6 No parking on the grass.
- 7.7 All caravans, trailers, golf carts and the like belonging to residents should be parked in enclosed garages.
- 7.8 No person shall, within the estate, park or store any caravan, boat, trailer, truck, or lorry in an unsightly manner except with the consent of the Board.
- 7.9 Vehicles of residents and their visitors may not be parked in in such a way that it obstructs the neighbour's way of exit and entry.
- 7.10 Residents or visitors abusing the visitor's parking and / or not adhering to allocated parking will be fined.
- 7.11 All visitors must park at the designated visitor parking or in front of the garage of the house being visited.
- 7.12 A fine will be issued to the resident whose visitor has transgressed.
- 7.13 Any reference to a fine made in the above paragraph will be determined in accordance with the Schedule of Fines attached hereto as Annexure "A".

8 MAINTENANCE AND GARDENS

- 8.1 All dwellings and structures shall be properly maintained and kept in a good and sound state of repair.
- 8.2 The owner shall maintain his stand / garden in a clean, tidy, and presentable condition to the satisfaction of the Taemane HOA.
- 8.3 Owners are responsible to keep the stand / garden free of any insects or pests.
 - 8.9.1 Proof of treatment and extermination of pest and insects needs to be provided to the Board biannually on specified dates.
 - 8.9.2 If proof can't be provided to the Board, the stand / garden will be treated with the biannual treatment of the common ground areas and cost will be levied to homeowner's account.

9 TRAFFIC

- 9.1 No person shall drive any vehicle on any road within the development at a speed more than 20km per hour.
- 9.2 The Board may, if it considers it necessary or desirable to do so, impose a speed limit lower than that referred to in clause 9.1 above on such roads or portions thereof as it may deem fit, either temporarily or permanently.
- 9.3 Pedestrians shall always have the right of way of all places and within the estate and vehicles shall be brought to a stop whenever necessary to enable such pedestrians to enjoy such right of way.
- 9.4 No person shall drive any vehicle at any place within the estate unless he / she is the holder of a valid, current driver's license, which would permit him to drive such vehicle upon a public road within the Republic of South Africa.
- 9.5 Only licensed road vehicles and golf carts will be permitted on the roads in the estate.
- 9.6 No vehicle shall enter the estate unless admitted thereto by the guard on duty at the entrance gate.
- 9.7 A maximum of five contractor vehicles per resident will be allowed into the estate at one time. A resident must apply for permission to temporarily allow more than five vehicles into the estate from the directors of the Board.

10 OPEN SPACES

- 10.1 No fires shall be lit anywhere in the open spaces except at such place as may be designated for the purpose by the Board, and in a properly constructed fireplace.
- 10.2 No camping shall be permitted.

- 10.3 No person shall discard any litter, including cigarette butts, at any place in the open spaces, except in such receptacles and in such places as may be set aside for the purposes and designated by the Board.
- 10.4 No person shall, anywhere in the estate, discharge any firearm, or any air gun or pistol, catapult, bow and arrow or any other weapon, except in self-defence.
- 10.5 No person shall use any open space within the estate in any manner, which may unreasonably interfere with the use and enjoyment thereof by other persons in the estate and the managing agents shall have the right to prohibit the use of specified sections of the open space by residents and guests, at the managing agent's discretion, should the environmental need arise.
- 10.6 No fireworks of any description shall be used on the estate.
- 10.7 All damage caused within the estate through the delivery or transportation of persons / equipment to or from an erf shall be the responsibility of the owner concerned.
- 10.8 No plants in the common area are allowed to be cut, damaged, or removed.
- 10.9 Members and owners must adhere to the EMP (Environmental Management Plan) which may be amended from time to time.

11 DOMESTIC REFUSE

- 11.1 The removal of domestic and other refuse shall be under the control of the Managing Agent who may, in exercising their functions in this regard from time to time, by notice in writing to all persons concerned:
 - 11.1.1 Lay down the type and size of refuse containers to be utilized.
 - 11.1.2 Give directions regarding the placing of such refuse for collection.
 - 11.1.3 Require the payment of reasonable charge for the provision of such containers.
- 11.2 It shall be the duty of every owner or occupier of an erf to ensure that such directions given by the Manager or council are fully observed and implemented.
- 11.3 No person shall keep any refuse within or outside his erf except in the containers aforesaid. Bins can only be brought out the day before refuse day and not any earlier. Bins to be returned to courtyard on the same day as refuse day.
- 11.4 Containers shall not be kept in any place outside any erf except in such places as may be specifically set aside therefore or as may be approved by the managing agent from time to time.
- 11.5 Garden refuse is the responsibility of owner and not be in of sight of neighbours or from the road.

12 DOMESTIC ANIMALS

- 12.1 The local authority by-laws relating to pets will be strictly enforced. Please visit the Tshwane website for the by-laws.
- 12.2 All pets should be registered with the managing agents.
- 12.3 Pets shall be permitted in the estate provided that they do not cause any nuisance whatsoever. The board of directors of the Board shall be allowed to pass separate rules relating to pets from time to time.
- 12.4 Pets should be confined to an owner's premises but may be taken for walks inside the estate provided they are at all times kept on a leash, and all pet litter is immediately removed.
- 12.5 Pets are not allowed to run free in the park without being on a leash. Pets must always be on a leash and pet owner must control the pet with the leash.
- 12.6 Every pet must wear a collar with a tag indicating the name and telephone.
- 12.7 Proof must be if cats are spayed / neutered.
- 12.8 Residents who take their pets for a walk are required to carry a refuse bag to pick up the excrement. Pets are not allowed to litter on common property.

13 INDEMNITY

- 13.1 Every member of the Association acknowledges and agrees that he hereby indemnifies the Association against all loss, liability, damage, or expense which he or any member of his family, his friends, visitors and / or servants, may suffer as the result of or which may be attributable to any negligence of whatsoever nature on the part of the Association in the administration and maintenance of the estate.

14 SECURITY

- 14.1 Perimeter and resident's entrance
 - 14.1.1 The perimeter of the estate will be fenced.
 - 14.1.2 The main entrance to the estate will be manned 24 (twenty-four) hours a day.

- 14.1.3 Security rules and regulations, as may be issued from time to time, by the board of directors of the Taemane HOA, must be strictly adhered to.
- 14.1.4 Residents must enter estate by scanning fingerprint.
- 14.2 Fingerprint profiles
 - 14.2.1 Each dwelling has an allocation of six fingerprint profiles for residents and immediate family members.
 - 14.2.2 Each dwelling has an allocation of one fingerprint profile for a domestic worker and one fingerprint profile for a gardener.
 - 14.2.3 To obtain a fingerprint profile the managing agent needs to provide confirmation letter that all required personal details have been submitted along with supporting documentation (Biometric Form).
 - 14.2.4 The Board may request that all fingerprints should be renewed on an ad hoc basis, as and when required.
 - 14.2.5 The Board may, within its absolute discretion, and without further notice, immediately suspend and/or remove the access granted to any particular resident and/or immediate family member as per clause 14.2.1 above, under circumstances where such a resident and/or immediate family member has, whether directly or indirectly, failed to comply with the express provisions of these Rules and Regulations, with specific reference (but not necessarily limited to) failure to comply with the security procedures relating to access to the Estate."
- 14.3 Visitor's entrance
 - 14.3.1 All visitor's valid driver's license card and valid car licenses should be scanned, or they will not be allowed into the estate with the vehicle.
 - 14.3.2 Security guards at the gate must obtain approval via the scanner / telephone at the guard house before a visitor is allowed entry or the resident must accompany the visitor.
 - 14.3.3 Residents are urged to make use of the Taemane app to provide entrance to visitors. Please find the VOX user manual at the end of the rules. Residents can also download the app by following the instructions in the following video: <https://youtu.be/WKGvIumYGWE>
 - 14.3.4 Please note that only cell phone numbers that have been registered to the access control system, will be able to use the app. Therefore, please plan to register the cell phone numbers of you / your tenant on the access system, before downloading the app.
- 14.4 General security
 - 14.4.1 Members must give their full co-operation and assistance to security guards. Entry will not be granted if standard procedure is not followed. If a resident comes aware of deviation of standard operating procedure occurred resident should report incident immediately to Board.
 - 14.4.2 Residents requesting deviation from standard operating procedure will be reported by security guards and will be fined at discretion of the Board.
 - 14.4.3 Owners will allow the Board reasonable access through their premises for purposes of maintenance of the Estate security system and allow the Board to control the growth of trees on their properties to ensure that it does not interfere with the security system/security fence.
- 14.5 Access control
 - 14.5.1 The security guards on duty will be authorised to intermittently inspect the vehicles of non-residents and / or passengers of vehicles who are non-residents, irrespective of whether access codes and / or access via the biometric scanning system has been generated for them or not.
 - 14.5.2 Should the occupants of the vehicle refuse to allow the security guards to perform an inspection of the vehicle, access will be temporarily denied and if need be, Brinant contacted for additional support. The security guards will be required to immediately notify the owner / resident who generated an access code for the occupants should access to the Estate be denied, to afford the owner / resident the opportunity to collect their visitors from the guard house accordingly.
 - 14.5.3 The Estate reserves its rights of admission to instruct the security guards to, within reason, deny access to any driver, passenger and / or occupant of a vehicle endeavouring to enter the estate, and who is not a member of the HOA and / or a tenant and / or resident within the Estate, who is in possession of a firearm, within the ambit of the provisions of the Firearms Control Act.

- 14.5.4 The Board further reserve their rights to immediately temporarily suspend any owner and / or resident's ability to generate access codes should his /her / their visitors continuously breach the Rules, despite notification to the owner / resident to ensure adherence to the Rules upon entering the Estate.
- 14.5.5 The Board may, within its absolute discretion, and without further notice, immediately suspend and/or remove the access granted to any particular resident and/or immediate family member as per clause 14.2.1 above, under circumstances where such a resident and/or immediate family member has, whether directly or indirectly, failed to comply with the express provisions of these Rules and Regulations, with specific reference (but not necessarily limited to) failure to comply with the security procedures relating to access to the Estate.

15 BEHAVIOURAL GUIDELINES AND RESTRICTIONS

- 15.1 Whenever the Manager or someone with his delegated authority is of the opinion that the behaviour of any person constitutes a nuisance to any other person or may be detrimental to the amenities of the estate generally, he may call upon such person to cease such behaviour. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this clause and shall be liable to a penalty.
- 15.2 No signage of whatever nature shall be allowed anywhere in the estate.
- 15.3 Any hobby which could cause aggravation or nuisance to fellow residents may not be conducted from any property.
- 15.4 Properties may only be used for residential purposes unless a special resolution of the Board provides otherwise. Any use of the dwelling must comply with the local zoning scheme regulations.
- 15.5 Residents shall exercise reasonable care to avoid making loud, disturbing, or objectionable noises, playing musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such a manner as may unreasonably disturb owners, tenants, or occupants especially after 22h00 during the week.
- 15.6 Residents are encouraged to first engage with their neighbours in a polite and courteous manner should there be any instances as mentioned in rules 15.3 and 15.5 as well as any other complaints such barking dogs.
- 15.7 Complaints regarding the behaviour of owners, tenants or fellow residents must be reported to HOA in writing and must include date, time and evidence (e.g. photo).
- 15.8 Homeowners are urged to exercise restraint in using noise-making tools and appliances between 08h00 and 17h00 on weekdays and between 09h00 and 14h00 on weekends.
- 15.9 Any person who is an owner/resident/levy-paying member, as defined herein before:
 - 15.9.1 who is threatening or has been threatened; and/or
 - 15.9.2 who is currently involved in, was involved in; and/or,
 - 15.9.3 where it is reasonably anticipated that he or she may become involved in, litigation against the estate, irrespective of the forum, and/or
 - 15.9.4 who is not in good standing with the estate/HOA, whether it be financially or by virtue of his or her conduct, and/or
 - 15.9.5 who has in any form or manner seriously breached these rules within a period of 6 months prior to the next AGM, and/or
 - 15.9.6 who is continuously the recipient of written complaints, which complaints must be reasonable, shall not be permitted to stand for or be appointed as a director, or the like, of the HOA, until such time as the dispute/litigation/conduct or financial discord with the estate has been formally and in writing condoned, repealed, withdrawn and/or waived unanimously by way of the issuing of a written letter of good-standing, by the current directors of the HOA.

16 PLAYGROUND

- 16.1 Owners, residents, and visitors use the playground at their own risk.
- 16.2 The playground is reserved for Taemane residents and their visitors only.
- 16.3 No children are allowed on the playground before 07h00 and after 22h00.
- 16.4 Improper use of equipment prohibited.
- 16.5 Children under the age of six must be accompanied by an adult.
- 16.6 Do not use equipment when wet.

- 16.7 No running, pushing, or shoving.
- 16.8 The Taemane HOA will not be liable for any injury or death of any person or for the damage to, destruction of or loss of any property including vehicles whether caused by ordinary or gross negligence of the owner, its employees, agents or contractors or any other person or any cause whatsoever. Right of admission reserved.
- 16.9 Any resident or their guests who don't adhere to these rules will be fined R 1,000 which will be charged to the owner's levy account.

17 PARK AREA

- 17.1 The park is to be used at own risk and should be kept clean at all times.
- 17.2 The park may be booked by Taemane residents only and will not be open for public events.
- 17.3 Residents intending to use the park shall book it in accordance with the procedures set out by the Board. The resident shall make use of the booking system on the Taemane website [Taemane Golf View Estate](#).
- 17.4 Any damage caused to the park by a resident, or their guests will be rectified by the Board and the cost of repair will be added to the owner's levy account upon written notification to the owner.
- 17.5 Braais are allowed in the park but should be removed after use or when cooled down.
- 17.6 Music may be played at the park subject to the following restrictions:
 - 17.6.1 The playing of music shall be in the most considerate way possible and in such a way as to not cause a nuisance to other residents.
 - 17.6.2 Should the stated music be deemed to be causing a nuisance the resident will be notified by a representative of the Board and if the resident fails to rectify the situation immediately, the Board may cut the electricity and impose a fine that will be debited to the owner's levy account.
 - 17.6.3 The playing of music at the park or surrounding area shall cease at 19h00 and the park should be vacated by 21h00, unless under certain circumstances.
- 17.7 Dogs must always be leashed.
- 17.8 Except for a fine specifically referred to above, should any person fail to adhere to the park rules a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R 1,000 for a first offence and R 2,000 for a second offence.

18 OFFENCES AND PENALTIES

- 18.1 Any person who contravenes or fails to comply with or is deemed to have contravened or failed to comply with any provisions of the house rules contained herein, or the rules made by the Board from time to time, or any order or direction given in terms hereof, shall be liable to a penalty not exceeding such amount as the directors may decide.
- 18.2 In these house rules, unless it appears to the contrary either expressly or by necessary implication, the words, and expressions as are defined in the MOI.
- 18.3 The Board may delegate any of the powers so delegated to it, or any power accorded to it in terms of these house rules to any person nominated by it for the purpose, and any reference to the Board shall be deemed to include a reference to such nominee.
- 18.4 Any penalty imposed by the Board in terms of these rules shall be deemed to be part of the owner's levy.
- 18.5 The Board shall be entitled to charge interest on all overdue accounts at a rate equal to the prime rate of interest plus 2% (two percent).

19 FINANCE

- 19.1 It is recorded that the cost of all necessary security, administration, maintenance, repairs and carrying out of improvements with reference to the Association, the open spaces, and natural surrounds of the property, shall be financed out of levies imposed by the directors from time to time in accordance with the provisions of the MOI.
- 19.2 The Board shall not less than thirty (30) days prior to the end of each financial year, or as soon thereafter as reasonably possible, prepare and serve upon every member at the address chosen by him, an estimate in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, in respect of the preceding year. The Board may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature.

- 19.3 The notice to each member shall specify the contribution payable by that member to such expenses and reserve fund, the intention being that all owners of an erf as defined shall be equally liable for payment of an equal levy, irrespective of the size of the erf or dwelling erected thereon.
- 19.4 All levies are payable on or before the first day of each month.

20 ACCESS ONTO WINGATE PARK COUNTRY CLUB

- 20.1 The Board has entered into an agreement with Wingate Park Country Club (WPCC) regarding access and access has been granted to the HOA onto the grounds of WPCC. Every member of the Taemane HOA shall be bound by the terms and conditions of the agreement providing access.
- 20.2 The following country club rules apply and are conditional to the above-mentioned agreement:
- 20.2.1 Club members which are residents of Taemane have access to the golf course area through access control at the main security gate of Taemane.
 - 20.2.2 Residents are urged to be aware that when they enter the golf course, it is a membered club which has rules and a code of conduct that residents of Taemane must adhere to.
 - 20.2.3 Access to the golf course area is at own risk as the Taemane HOA and the WPCC management cannot be held responsible for the safety of residents.
 - 20.2.4 Do not walk / run on the golf course playing areas during the golf playing times of 07h00 to 17h30. Golfers have right of way. Club members may walk to the clubhouse via the golf cart paths during playing hours.
 - 20.2.5 Residents may not practice, or play on the greens, bunkers, and fairways unless they have registered and paid for a round of golf at the Pro Shop of the club.
 - 20.2.6 Residents should please be aware of the rules when visiting the clubhouse.
 - 20.2.7 No urinating is permitted on the golf course.
 - 20.2.8 Dogs are not permitted on the golf course.
 - 20.2.9 Residents are not allowed to fish at the WPCC dams.
 - 20.2.10 Complaints received from the management of Wingate Country Club pertaining to residents of Taemane will be dealt with by the Board. Offences may lead to penalties or revoking of access to the country club for residents.
- 20.3 The access granted by the Wingate Country Club to Taemane residents is in good faith and with the understanding that residents will adhere to the club rules.
- 20.4 Residents are urged not to jeopardize this agreement.

21 PROPERTY TRANSACTIONS

- 21.1 Should an owner want to sell their property they shall ensure that any estate agent appointed by them regarding such sale, shall preferably be accredited by the Board in terms of these rules:
- 21.1.1 Accredited agencies / agents shall ensure that all purchasers of property are made aware of the rules, architectural guidelines and the memorandum and articles of association of Taemane HOA and that copies of such documents are provided to such purchasers. The purchaser is required to sign a receipt as proof of receipt thereof.
 - 21.1.2 Owners may lease units for a minimum lease period of three months. No shorter-term leasing will be permitted due to safety concerns relating to the vetting of tenants.
 - 21.1.3 All agents should follow the following procedure by property agent when applying to market a property at Taemane:
 - 21.1.3.1 Complete and submit a letter to the Board at hoa@taemane.co.za
 - 21.1.3.2 Submit the agency's, as well as its agent's Fidelity Fund certificates issued by the Property Agency Affairs Board.

22 HOMEOWNERS ASSOCIATION

- 22.1 It is recorded that the Board has been appointed to manage and promote the communal interest of the members of Taemane.
- The purchaser agrees that:

- 22.1.1 Immediately on becoming the registered owner of a stand, he will automatically become a member of the Taemane HOA and will be bound by the Memorandum of Incorporation and the rules of the HOA.
- 22.1.2 For as long as he is the registered owner of a stand, he will remain a member of the Taemane HOA and be bound by its Memorandum of Incorporation and the Rules.
- 22.1.3 Should he sell the property he will ensure that his purchaser is made fully aware of the conditions of the Memorandum of Incorporation, and the rules.
- 22.1.4 The following provisions are to be inserted in the title deed to the property in this form or in such form as may be determined by the Registrar of deeds and are imposed as conditions in favour of the Taemane HOA.
- 22.2 Ensure that its sale agreements include the following clauses:
 - 22.2.1 The owner of the stand, or any subdivision thereof, shall not be entitled to transfer the stand, or any portion, or any unit, or any interest therein, without the prior written confirmation of the Taemane HOA that all amounts due to the Taemane HOA have been paid in full and that all building rules have been complied with.
 - 22.2.2 Every owner of a stand, or of any subdivision thereof, or of any interest therein, shall automatically become and shall remain a member of the Taemane HOA and be subject to its Memorandum of Incorporation and the rules until he ceases to be an owner of the stand, or any subdivision thereof, or any interest therein. Neither the stand nor any subdivision thereof nor any interest therein shall be transferred to any person who has not bound himself to the satisfaction of the Taemane HOA to become a member thereof.
 - 22.2.3 No improvement of any nature may be affected to a stand without the prior written approval of the Taemane HOA and any building plans in respect of any improvements to be erected on a stand shall be subject to the prior written approval by the Taemane HOA.
 - 22.2.4 The owner of a stand shall not alter the access to such stand without the prior written consent of the HOA and the local authority.
 - 22.2.5 The above provisions are for the benefit of the Taemane HOA and constitute a stipulation alteri, which shall be deemed to have been accepted by the Taemane HOA, unless advised to the contrary in writing, within 7 days from date of signing of the purchase agreement.
- 22.3 Duration of agreement:
 - 22.3.1 If an agent applied successfully to market a property at Taemane, the agreement would remain in place until the unit is sold, or until the owner of the unit informs the Taemane HOA in writing that the agent no longer has a mandate from the owner to market the property.
- 22.3.2 Obligations of the agent, to ensure that its sale agreements include the following clauses:
 - 22.3.2.1 Adhere to the provisions of the Memorandum of Incorporation and the rules of the Taemane HOA.
 - 22.3.2.2 Apply for access to the property in terms of the Taemane HOA's access control policy and obtain one fingerprint profile.
 - 22.3.2.3 Accept responsibility for the actions of each of its agents and / or employees.
 - 22.3.2.4 Accept responsibility for the actions of each of its agents and / or employees.
 - 22.3.2.5 Never, in any way, claim to represent the Taemane HOA.
 - 22.3.2.6 Not canvass, advertise, hand out flyers or similar material for property transactions on a door-to-door basis on the property.
 - 22.3.2.7 Operate only on a "by appointment" basis.
 - 22.3.2.8 Ensure that the activities at such show houses do not interfere with or cause a nuisance to the neighbours.
- 22.3.3 Adhere to the following rules regarding signboards and show houses / vacant stands:
 - 22.3.3.1 "For Sale" boards will be allowed. Only one board per agency, per house, will be allowed. No other boards will be allowed anywhere on the Property.
 - 22.3.3.2 The maximum size for signboards is 600mm x 450mm.
 - 22.3.3.3 Only agents that apply successfully may show houses.
- 22.4 The following procedures apply in respect of show houses:
 - 22.4.1.1 Two agents must be on duty for the duration of the show.
 - 22.4.1.2 The guard is to call the agent when a prospective buyer arrives at the guard house, and he may not let the prospective buyer into the estate.

- 22.4.1.3 The agent must meet the prospective buyer at the entrance to the estate and satisfy himself / herself that the prospective buyers are financially capable of buying the show house / vacant stand and that they do not intend entering the Estate for criminal purposes.
- 22.4.1.4 The agent must ensure that all the details of the prospective buyer are recorded by the guard in the visitors register. In addition, the ID number or driver's license of the prospective buyer must be recorded in the visitors' book. No prospective buyer may enter the estate without positive identification.
- 22.4.1.5 The agent must escort the prospective buyer (and his family) out of the Estate immediately after they have finished viewing the show house.
- 22.5 Obligations of the agent:
 - 22.5.1 Issue clearance certificates within a reasonable period on condition that all requirements issued by the Taemane HOA from time to time are duly met. Requirements for issuing of clearance certificate:
 - 22.5.1.1 No outstanding money due by the member to the Taemane HOA.
 - 22.5.1.2 The managing agent must be in possession of all the relevant contact details of the buyer.
 - 22.5.1.3 The buyer must have signed for receipt of the Taemane HOA MOI and Rules.
 - 22.5.1.4 Upon date of accreditation furnish the agency with an electronic copy of the MOI, architectural guidelines, and rules, and thereafter furnish the agencies with all amendments thereto, from time to time.
- 22.6 Non-accredited property agencies:
 - 22.6.1 Access to a non-accredited agent will not be granted by the Taemane HOA for the showing of houses. Access to the estate for the non-accredited agent and potential buyers, must be obtained via the resident).
 - 22.6.2 The property agent may under no circumstances market anywhere else on the Property.
 - 22.6.3 1 will be allowed to use their own "For Sale" boards at the applicable stands and houses. Only one "For Sale" board per agency will be allowed on a stand.
- 22.7 Private property transactions:
 - 22.7.1 The rules applicable to property transactions, shall equally apply to members electing to execute their own property transactions (i.e., Without utilising the services of an agency / agent) except those rules, which are within the context, not applicable. The Taemane HOA shall have the right to take whatever steps it deems necessary, including but not limited to, without notice, the immediate cancellation of the accreditation, in the event of breach of any of these rules.
- 22.8 Breach:
 - 22.8.1 The HOA shall have the right to take whatever steps it deems necessary, including but not limited to, without notice, the immediate cancellation of the accreditation, in the event of breach of any of these rules.
- 22.9 Disclosure of information:
 - 22.9.1 Whereas the HOA is in a confidential relationship with its members, the HOA shall not disclose any information relating to any member's details (i.e., ownership, status, address, telephone numbers etc.) to any Agency / Agent.

23 MEMORANDUM OF ARTICLES OF ASSOCIATION

- 23.1 The MOI of the Taemane Homeowners Association in conjunction with house rules and regulations shall govern the running of the Taemane Homeowners Association.
- 23.2 Subject to the provisions of the MOI, of the company and such rules as may be made by the HOA in general meeting, these rules may be amended by the Board of the HOA from time to time.



TAEMANE ESTATE HOMEOWNER'S ASSOCIATION NPC

SCHEDULE OF FINES

ANNEXURE "A"

Description of Violation	Fine: 1st offence
Abuse or obstruction of security personnel, directors and / or any HOA personnel in the performance of their duties and / or functions	R 1,000
Access violation	R 1,000
Estate rule violation	R 250 – R 1,000
Fireworks	R 2,000
Malicious damage to property	R 2,000
Reckless endangerment to any person or property (SAPS case opened)	R 5,000
Unlawful use of firearms	R 5,000

* Should an owner / resident commit the same offence within a period of three (3) months, the directors reserve the right to double the most recent fine levied against the resident / owner for want of compliance

* An owner / resident may be liable to multiple fines for only one (1) transgression



TAEMANE ESTATE HOMEOWNER'S ASSOCIATION NPC

BUILDING REGULATIONS

"ANNEXURE "B"

The following conditions are to ensure that all construction activities at Taemane Estate proceeds in an orderly manner. It relates specifically to building contractor activity and are binding on all owners.

It is the responsibility of the owners to ensure that their building contractor is made aware of the conditions and comply strictly with them. The conditions for building contractors are set out in the document "Builders Code of Conduct", which must be read in conjunction with this document.

If it becomes apparent that a contractor is not following the conditions, the HOA will have the right to suspend building activities immediately and accepts no liability for any losses sustained by the owner as a result of this action.

ARCHITECTURAL RESTRICTIONS

All houses shall be designed to conform to these guidelines as to the satisfaction of the HOA. The decision on whether or not the plans are acceptable shall be at the sole discretion of the HOA, whose decision shall be taken within the framework of the guidelines contained herein.

No alterations or extensions are permitted without consent and acceptance from the HOA. All plans need to be submitted to the HOA for them to verify that it is according to the architect specifications.

Authorization will not be granted, should the HOA not be persuaded that the installation of the desired structure fits in with the theme of the Estate.

Builders Code of Conduct

In order to ensure that all construction activity at Taemane Estate proceeds in an orderly manner, with the least possible disruption to other residence owners, certain conditions have been adopted.

These conditions relate specifically to building contractor activity and are binding on all owners.

It is the responsibility of owners to ensure that their building contractor is made aware of the conditions and complies strictly with them.

If it becomes apparent that a contractor is not following the conditions, the HOA has the right to immediately suspend building activity and accepts no liability for any losses sustained by the owner as a result of this action.

The following conditions will apply:

1. PRECONDITIONS

Before building activity commence building plans to be approved by the HOA and local authority.

2. WORKING HOURS

Construction work will only be permitted between 7h00 & 16h30 during week days, Monday to Fridays. No work will be allowed on Saturdays, Sundays and Public holidays.

3. ENCROACHMENT

No contractor shall be allowed to encroach any other site or any public area or pavement area for building operations, without the prior permission being obtained by the HOA. Notification must be given no less than 7 working days prior. Permission will only be granted in exceptional circumstances.

No contractor employees are allowed to walk to and from the owner's property. All contractors must be transported to and from the property.

No contractor employees are permitted to use the guardhouse toilet facilities. Portable ablution facilities will not be allowed. The contractor employs must use the owners toilet facility's during the building process.

4. LIMITS OF BUILDING ACTIVITY

All activities relating to house construction must be confined within the erf boundary where construction is taking place. This relates to location of staff, sighting of material, storage bins etc.

5. DISPOSAL OF RUBBISH

It is the responsibility of the contractor and his staff to see that the site is always kept in a neat and tidy condition. Burning of rubbish and open fires generally are not permitted under any circumstances. During building operations, rubble and fill arising from building activities must be accumulated within the boundaries of the site and must be removed appropriate intervals

6. CLEANING OF VEHICLES

No washing or cleaning of construction vehicles on the site or within the boundaries of the Estate will be allowed. Vehicles spilling oil or other substances are not allowed within the Estate.

7. ROADS AND ROAD VERGES

The Owner shall be responsible for any damages to roads, kerbs or road verges within the Estate. Contractors must therefore ensure that the kerbs and sidewalks in front of their building site is adequately protected from damage by the building operations. Contractors must also ensure that the road in front of their building site is at all times swept clean. This is to minimize damage an ensure longevity of the brick road surface.

8. NOISE

All noise on the site and within the Estate must be kept to the minimum.

9. PROTECTION OF TREES

Contractors and owners must take care to protect all indigenous trees on their sites as far as possible. No damage to any trees outside a building site and within the Estate or within the immediate vicinity of the Estate will be allowed.

10. UNDESIRABLE CONDUCT

The Owner will be responsible for the conduct of the contractor employees as all times. The owner/contractor will adhere to the rules set out in this code of conduct at all times. The HOA may terminate building activities until such time as the position has been rectified as well as the levying of a penalty to the amount of R1000 on the owners levy account for any contravention of this code.

11. FURTHER CONDITIONS

The HOA reserves the right to issue further conditions or controls from time to time in the form of written notification as deemed necessary.

I _____ Registered owner of Property unit no: _____ hereby accept all conditions as stipulated.

I _____ Appointed contractor for unit no: _____ hereby accept all conditions as stipulated.

Date: _____

Date: _____

Signature registered owner

Signature contractor