



GOLDEN ACRES WATERFRONT ESTATE

HOME OWNERS RULES

1. INTRODUCTION

- 1.1 The objective of the Golden Acres Home Owners Association (the "HOA") is to provide a high quality lifestyle for residents, within a secure estate, offering sports and recreation facilities for the use and benefit of the residents.
- 1.2 These Rules have been established in accordance with the Memorandum and Articles of Association of the HOA. The rules are binding upon all occupants of Golden Acres Waterfront Estate ("the Estate"), as is any decision taken by the HOA in interpreting these rules.
- 1.3 The Association Members are responsible for ensuring that members of their families, tenants, visitors, friends and employees abide by these rules.
- 1.4 Happy and harmonious living is achieved within the Estate when residents use and enjoy their private property as well as the common areas and facilities on the Estate.
- 1.5 The decision of the HOA is final and binding in respect of the interpretation of these Rules.
- 1.6 These Rules are subject to change from time to time in terms of the Articles of Association of the HOA.

2. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

2.1 In these Conduct Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Articles of Association shall bear the same meaning in these Conduct Rules as in the Articles of Association.

Unless the context otherwise requires, any words importing the singular number only shall include the plural number and vice versa, and words importing any one gender only shall include the other gender as well as juristic persons.

In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

2.1.1 The "Association" means the GOLDEN ACRES Home Owners Association, an association incorporated in terms of Section 21 of the Companies Act No 61 of 1973;

2.1.2 The "common property" means the common property to be managed and controlled by the Association as defined in the Articles of Association of the Association;

2.1.3 "GOLDEN ACRES" means the township established on the development area;

2.1.4 "Member" means a member of the Association. The term "member" generally has the same meaning as "home owner", but is more exact and ties in with the Articles of Association. For this reason, "member" is used in preference to "home owner" or "owner";

2.1.5 "Directors" means the directors, for the time being, who act on behalf of the Association

2.1.6 "Vehicle" means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency.

2.2 It shall be the responsibility of every member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these Conduct Rules. In the event of any breach of the Conduct Rules by the member, members of his household, employees, tenants, invitees and guests, or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by the member himself.

2.3 Where there is a conflict between the Conduct Rules and the Articles of Association of the Association, the Articles of Association of the Association shall prevail.

3. TRAFFIC / PEDESTRIANS

3.1 No vehicles shall enter or leave GOLDEN ACRES at any point other than at the entrance gates, except with the consent of the Association, which

consent will only be given in special circumstances. Non-members are required to sign the relevant entry document stating that they will abide by the Conduct Rules, regulations and Articles of Association of GOLDEN ACRES.

- 3.2 All vehicles entering GOLDEN ACRES shall stop at the vehicle entrance. No tailgating.
- 3.3 No vehicle shall enter GOLDEN ACRES 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.
 - 3.3.1 No member shall permit the use of such device for operating the vehicle entrance gate by any person save a member of his household, or the guests or lessees of the member.
- 3.4 The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of GOLDEN ACRES.
- 3.5 Guests of members and tenants will have to stop at the security entrance such that their host can be contacted in order to open the gate by remote control. Entry will be refused if the above process cannot be concluded satisfactorily.
- 3.6 Heavy deliveries (being vehicles having a gross weight in excess of 12 tons) are not permitted without the consent of the directors, for the time being, of the Association.
- 3.7 Motorised vehicles, including golf carts, shall be driven on GOLDEN ACRES roads only by persons who hold a valid current driver's license which would permit them to drive that vehicle on a public road within South Africa.
- 3.8 No person shall drive any vehicle on any road within GOLDEN ACRES at a speed in excess of 40 km per hour. A lower speed limit may be imposed by the Association where appropriate.
- 3.9 The Association may, by means of appropriate signage designed specifically for GOLDEN ACRES, give direction as to the use of roads or any portion of the roads and common property, and failure by any person to obey this signage shall be a contravention of these Conduct Rules.
- 3.10 All persons on GOLDEN ACRES shall observe and comply with the provisions of any road traffic legislation applicable to the Limpopo Province as fully and effectively as though GOLDEN ACRES roads are public roads as defined in such legislation.
- 3.11 Notwithstanding clause 3.7 and subject to the provisions of clause 3.12 below, vehicles such as motorised ride-on mowers, "carryall" carts for the development and maintenance of GOLDEN ACRES, as well as motorised golf carts may be driven on GOLDEN ACRES roads, provided:

- 3.11.1 the vehicles are in sound mechanical condition;
 - 3.11.2 the vehicles have adequate front and rear lights when driven after dark; and
 - 3.11.3 the provisions of clause 3.8 is observed.
- 3.12 No person shall store any motor vehicle, golf cart, caravan, boat or the like in any place on GOLDEN ACRES except in a structure built for this purpose approved in writing by the design review committee. None of the above shall be left overnight on any road.
- 3.12.1 No helicopters or any means of aerial conveyance may be landed at any place on GOLDEN ACRES without the authority of the directors of the Association.
 - 3.12.2 No vehicle may at any time block the thoroughfare of other vehicles on any road.
- 3.13 Vehicles shall be parked in designated parking bays only on roads and hard surfaces and no parking shall be done on any grass or pavements situated outside any stand or unit boundary.
- 3.14 Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets.

4. USE OF FACILITIES

- 4.1 Residents and their guests have the right of access and use of the sports facilities only during the hours as stipulated from time to time by the HOA.
- 4.2 Using of the facilities shall be at own risk and the HOA does not accept liability for any loss or injury sustained as a result of the use of any of the facilities on the Estate.
- 4.3 The right of use of the facilities is subject to the payment of the levies to the HOA. Any member that is in arrears will not be entitled to such use for the period that payment of levies is in arrears.
- 4.4 The HOA has the right to preclude anyone from using the communal facilities should they be found to abuse them.
- 4.5 The following rules will apply to the swimming pool. Please note that all right of admission reserved.
 - 4.5.1 Only one braai boma may be occupied per group
 - 4.5.2 No music and loud noise permitted
 - 4.5.3 No persons to be under the influence of alcohol
 - 4.5.4 Premises to be kept neat and tidy

- 4.5.5 No food and beverages allowed in the swimming pool or on the paving
 - 4.5.6 Pool reserved for tenants only
 - 4.5.7 Glassware only allowed in braai bomas and on the grass
 - 4.5.8 On departure, premises to be left in a tidy state
 - 4.5.9 Children to be supervised by an adult in the swimming pool at all times
 - 4.5.10 All persons using the pool do so at their own risk
 - 4.5.11 Please shower before entering the pool
 - 4.5.12 No pets allowed in the pool area
 - 4.5.13 Proper swim attire to be worn
 - 4.5.14 No running or horseplay around pool area
- 4.6 The following rules will apply to clubhouse. Please note, right of admission reserved. (Addendum 1)
- 4.6.1 A "Clubhouse Rental Agreement" needs to be signed and a deposit paid before the facility can be used. Please find the contract document as addendum 1 to this document (this document is available from the Estate Manager)
 - 4.6.2 In signing the document, you agree to the terms as stated therein
 - 4.6.3 The venue will be your responsibility from 08h00 until 24h00 on the day of your function.
 - 4.6.4 The HOA shall not be liable for any injury, loss or damage caused to any guest during the period for which the rental agreement is applicable.
 - 4.6.5 In order not to disturb other resident, any music must be turned down to background music as from 22h00 onwards.
 - 4.6.6 It is your responsibility to tidy up and clean the clubhouse before 10h00 on the day after the function.
 - 4.6.7 Should this not occur, you agree that R500 will automatically be deducted from your deposit to contribute towards the clean-up costs that will need to be covered by the HOA.

- 4.6.8 All damages inflicted upon the venue by guests will be charged directly to the client.
- 4.6.9 A R1 000.00 (one thousand rand) deposit will be charged; which will be returned to the client as soon as it is confirmed that the venue has been left in the same state as it was handed over.
- 4.6.10 Furthermore, a R500.00 (five hundred rand) rental fee will be charged for the venue only, no furniture included.
- 4.6.11 A maximum of 100 guests are allowed.
- 4.6.12 No deliveries will be accepted prior to date of your function unless prior arrangements have been made with the HOA; and should this be the case, the HOA cannot be held responsible for such goods.
- 4.6.13 Golden Acres do not accept responsibility for any losses, damage to personal properties or inconvenience due to power failures and/or acts of God.
- 4.6.14 The Estate Security reserves the right to stop the function immediately if you do not comply with a verbal warning relating to acts that may occur which are deemed to be harmful or create a nuisance to the residents of Golden Acres

5. CONDUCT: GOOD NEIGHBOURLINESS

- 5.1 No person shall make or cause to make any disturbance or excessive undue noise, which creates a disturbance to other persons. In particular;
 - 5.1.1 Burglar alarms must have armed response back up. Alarms going off must be attended to.
 - 5.1.2 All vehicles must be fitted with an acceptable silencer system.
 - 5.1.3 The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbours is strongly discouraged after normal working hours unless there are exceptional circumstances. These activities are, however, prohibited after 13h00 on the following days: Sundays, New Year's day, Easter, Christmas and Family Day [26 December]. All building work, whether undertaken by a contractor or by the home owner, must be undertaken during the hours stipulated by the Association from time to time for building contractors, unless written approval for an exception is given by the Association.

- 5.2 No business activity or hobby shall be conducted on any property which will cause aggravation or nuisance to fellow residents.
- 5.3 The lighting of fire-works is not permitted.
- 5.4 No business activity or hobby shall be conducted on any property without the written approval of the HOA.
- 5.5 The volume of music, electronic instruments or entertainment should be kept at a level so as not to create a nuisance to other residents.
- 5.6 The use of power tools should be restricted to the following hours:

Monday to Friday 07:30 – 18:00
Saturdays 08:00 – 16:00
- 5.7 Washing lines must be suitably screened from neighbouring properties.
- 5.8 Refuse must be properly retained and collection of refuse will be on a system determined by the HOA from time to time. Garden refuse must be removed on the same day.
- 5.9 Advertisements or publicity material may not be exhibited or distributed unless the consent of the HOA has been obtained.
- 5.10 Owners and tenants must ensure that domestic workers and other employees do not loiter on the Estate and specifically not at any prominent places such as the sports facilities, gate, street circles, boat house, etc.
- 5.11 In the event of a dispute, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration. Where a dispute cannot be resolved, the procedure shall be as follows:
 - 5.11.1 Written submissions will be made by the parties involved in the dispute to the HOA;
 - 5.11.2 The HOA may, at its sole discretion, decide as to whether the HOA will arbitrate on the matter or not;
 - 5.11.3 If the HOA decide to arbitrate on the matter, the decision of the HOA shall be final and binding on the parties in respect of the resolution of the dispute;
 - 5.11.4 In the event that the HOA is of the view that it is not prepared to arbitrate in the matter, the HOA may appoint an arbitrator at its sole discretion, in which event the arbitrator's decision shall be

final and binding on the parties and such arbitrator shall have the right to make an award as to legal costs.

5.12 Alarm or protection systems may be installed in private dwellings subject to the following condition

5.12.1 flashing outside lights are permissible;

5.12.2 the system provider must inform the GOLDEN ACRES security service forthwith upon being alerted to any problem;

5.12.3 GOLDEN ACRES security service will use their best endeavours to investigate any such problem;

5.12.4 the member concerned will be charged and debited with a reasonable "call-out" charge of R100 (one hundred rand), or such other amount as may be determined from time to time by the directors for the time being of the Association.

5.12.5 No party and/or resident shall have any claim of whatsoever nature for damages against the HOA as a result of a decision taken by the HOA regarding the interpretation of these rules.

6. MAINTENANCE OF STREETScape

6.1 Each owner is responsible for maintaining the area between the kerb and the boundary of his 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.

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

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

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

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

6.6 Failure of streetlights must be reported to GTM electrical department.

7. MAINTENANCE OF STANDS/GARDENS & HOUSES

7.1 The HOA shall have the right and duty to control the environment,

which shall include, but not be limited to the vegetation on the stands and common property, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees.

7.2 The HOA holds the right to cut and tidy open stands at the cost of the owner of the stand. If the stand is not tidy the HOA will undertake cutting in January, April, August and November. Owners can avoid this cost by cleaning their stands before then. Cut vegetation must be removed.

7.3 Members are required to keep the exterior of their dwellings in a good state of repair and their stands tidy. Should a dwelling fall into a state of disrepair, or should a stand become unsightly, the HOA shall call upon such member to rectify the situation, detailing what remedies are required and giving the member a reasonable period for commencement and completion. If the member fails to comply with the HOA requirements within the stipulated times, the member shall be in breach of the Conduct Rules and the HOA may proceed in terms of the rules and fines may be levied.

7.4 No wendy houses or tool sheds may be erected.

7.5 Caravans, boats, trailers, equipment, etc. should be located out of view from neighbouring properties and the street.

8. ENVIRONMENTAL MANAGEMENT

8.1 No non-indigenous, noxious or prohibited trees shall be planted anywhere on the estate without the written permission of the HOA.

8.2 Any person using an open space or the waterfront area is to leave it in a neat and tidy state. Residents and their guests are urged to develop the habit of picking up and disposing of any litter encountered in the open spaces.

8.3 Picnicking shall not be permitted on the boathouse stand or elsewhere other than in specifically approved and demarcated areas.

8.4 The small dam next to the sports complex, is not considered as open space for the use of residents, guests or employees and only the neighbouring owners shall have access to the dam area.

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

8.6 Birds and other fauna are considered as protected and may not be harmed, unless necessary under the circumstances. No shooting of birds is allowed.

9. DOMESTIC ANIMALS

- 9.1 Dogs, cats and other domestic animals are permitted on the estate, on condition that they do not cause an unreasonable nuisance to neighbours.
- 9.2 No poultry, pigeons, aviaries or wild animals may be kept on the estate without the written permission of the HOA.
- 9.3 Pets are not permitted to roam the streets and dogs must be kept on a leash in all areas other than the private property of the owner.
- 9.4 Should animal excrement be deposited in a public area the pet owner/handler shall be responsible for the immediate removal thereof.
- 9.5 The HOA reserves the right to request the owner to remove his pet should it become a nuisance on the estate.
- 9.6 The number of domestic animals may be limited by the HOA.

10. SECURITY

- 10.1 The security system and security guards are there for the benefit of the entire estate and shall not be abused by any person.
- 10.2 Security protocol at the gate must be adhered to at all times.
- 10.3 No resident or any other person other than the security personnel or members of the HOA assigned to security related matters, shall be allowed into the security office at the gate.
- 10.4 All owners or residents are to install and maintain the minimum security system applicable from time to time as required by the HOA.
- 10.5 Owners and/or residents must request their guests and employees to adhere to the security protocol determined by the HOA from time to time.
- 10.6 Vehicle security stickers must be affixed to vehicle windscreens to assist the guards in the performance of their duties.
- 10.7 All owners and approved lessees shall be provided with security access cards of a type to be determined and consistent with the security system selected.

- 10.8 The estate security will be manned 24 hours a day, on a basis determined from time to time by the HOA.
- 10.9 No property may be secured with razor wire or similar fencing during or after the construction period.
- 10.10 No residents may give instructions to security personnel.
- 10.11 New occupants must advise the security supervisor of their particulars (Cell/Tel no, etc.) to update the security data.
- 10.12 Owners and residents are responsible for their own security. A lot of effort is given to security but the HOA cannot be held responsible for any theft or any other security situation.

11. TENANTS, VISITORS, CONTRACTORS & EMPLOYEES

- 11.1 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 further ensure that the occupant is aware of all the rules applicable from time to time.
- 11.2 The occupants of any property within the estate are liable for the conduct of their visitors, contractors and employees.
- 11.3 All owners must ensure that contractors have signed the contractors agreement prior to commencement of work and that they adhere to the stipulations thereof. Should a contractor not adhere thereto, the owner becomes liable to the HOA for any breach thereof.
- 11.4 All contractors to register before work commences.

12. LETTING & RE-SELLING

- 12.1 Should the owner wish to re-sell his property, only an accredited estate agent as envisaged in 10.5 may be selected to manage the sale or lease, if the owner does not conclude the sale or lease himself. "Sale" includes the transfer of interest in a company, close corporation or trust.
- 12.2 The owner and any accredited agent must ensure that a purchaser is made aware of the contents of the Home Owners– or any other Rules applicable to the development.
- 12.3 The seller or lessor of a property within the estate shall ensure that the sale or lease contains at least the following clauses:

12.3.1 Sale

This agreement is subject to the consent of the HOA;

The purchaser acknowledges that the property may not be transferred until the purchaser has agreed to become a member of the HOA subject to all its rules and regulations;

The property may not be subdivided. However, refer to amended rights pertaining to Stands 5062, 5068, 5069, 5070, 5071, 5079, 5080 and 5114 as they will be able to change their densities.

12.3.2 Lease

The lessee acknowledges that upon occupation, he and his family, his employees and invitees shall abide by all rules and regulations of whatever nature applicable on the estate from time to time.

- 12.3 Accredited agents may only operate on an appointment basis and must personally accompany clients to a property for sale or rent. No signboards shall be erected other than agreed with the HOA. Agents need to register with HOA.
- 12.4 For as long as the developer requires, an estate agent approved by the developer will be the only accredited agent that may be appointed by the HOA. Thereafter an estate agent is accredited after signing an agreement with the HOA to the effect that such agent shall adhere to the stipulated procedures applicable to the sale or lease of a property in the estate, having been familiarised with respect to all documentation relating to the transaction and the control, management and running of the estate.
- 12.5 The HOA reserves the right to review the accreditation of any agent and the policy relating thereto from time to time other than the agent approved by the developer as envisaged above.

13. ADMINISTRATION

- 13.1 All levies are due and payable on or before the 7th day of every month, in advance and interest on arrears will be raised on overdue accounts at a rate determined by the HOA from time to time. Further penalties may also be raised by the HOA on accounts overdue for a period longer than 60 days. Any Legal cost will be for the account of the owner not paying his account.
- 13.2 The HOA shall have the right to impose fines to transgressors of any rule or regulation in relation to its seriousness. Such fine shall be recovered via the levy invoicing system.

- 13.2.1 Any person who contravenes or fails to comply with any provision of these Conduct Rules, or any conditions imposed by or directions given in terms of the Conduct Rules, shall be deemed to have breached these Conduct Rules and will in the entire discretion of the directors for the time being of the Association be subject to any penalties imposed by the directors having regard to the circumstances and which may include the imposition of fines which amount shall not exceed R1 000-00 (one thousand rand) for each separate offence, adjusted for inflation from time to time and / or the temporary suspension of the member's social membership as defined in the Articles of Association of the Association.
- 13.2.2 In the event of a breach by members of the member's household, employees, invitees, guests and tenants, and the members of the tenant's household and the tenant's employees, invitees and guests, the member shall be liable for the payment of any fines imposed;
- 13.2.3 In the event of a breach by a tenant, a member of the tenant's household or employees, invitees or guests of the tenant, the HOA may, in addition to the imposition of any fine or other penalty, bar the above mentioned from access to GOLDEN ACRES.
- 13.2.4 In the event of a continuing offence, any person subject to these Conduct Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 (twenty four) hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.
- 13.2.5 Any fine imposed on a member, in terms of clause 13.2.1 or 13.2.2, shall be a debt due and payable to the HOA by the member on demand.
- 13.2.6 Should a member fail or refuse to comply with these Conduct Rules, the HOA may take whatever action may be necessary and appropriate in the circumstances and recover from the member any costs incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.

14 ARCHITECTURAL RULES IN GENERAL

- 14.1 Concept plans must be submitted to ARCHITECTURAL COMMITTEE for scrutiny prior to submission of detailed working drawings. Please

refer to architectural rules/manual. (Which may be amended by the HOA from time to time) Please refer to Addendum 2

14.2 PLANS

- 14.2.1 Detailed working drawings incorporating a site development plan, together with a building deposit and security clearance form are to be submitted to the architectural committee of the HOA for approval, prior to being submitted to the local authority for approval. The HOA reserves the right to prevent commencement of building construction without prior approval by the HOA and the local authority.
- 14.2.2 Where house designs are found to be insensitive towards the character of the estate, the owner can be requested to alter such designs or to make use of another suitably qualified architect.
- 14.2.3 One copy of the approved plans submitted, will be kept for record purposes.
- 14.2.4 Construction will be completed within 9 months from the commencement date, failing which the owner will be fined on a monthly basis.
- 14.2.5 Where building works have not commenced within one year of date of approval of the plans by the HOA, such initial approval shall lapse and plans have to be re-submitted for approval.

14.3 PREPARATION OF PLANS

- 14.3.1 Aesthetic approval will be given on the normal municipal submission plans prior to them being lodged with the local authority for building regulations approval.
- 14.3.2 Design and layout of the entire stand will be considered from the outset. Site plans are required on all swimming pools. Special attention is to be given for privacy, water drainage and safety fencing.

14.4 ARCHITECTUAL REQUIREMENTS

- 14.4.1 The main dwelling, excluding garages and outbuildings, may not be less than 160m² on Town house stands, and 250m² on larger stands.
- 14.4.2 Elevation treatment of all buildings must conform with acceptable architectural standards, so as not to interfere with

or detract from the general aesthetic appearance of the neighbourhood.

14.4.3 No thatched roofs are allowed;

14.4.4 All plumbing must be ducted and suitably screened.

14.4.5 External finishes and colours must be shown on the plan – colour samples may be requested and is also applicable to re-painting.

14.4.6 No solar panels or geysers may be visible from the street.

14.4.7 Outbuildings and additions must match original design and style.

14.4.8 Staff accommodation is to open into a screened yard or patio.

14.4.9 The height of buildings may not exceed two storeys. The impact of a second storey on privacy and views will be considered when plan approvals are requested.

14.4.10 Street boundary walling designs will be strictly controlled and will be subject to the approval of the architectural committee of the developer or HOA.

14.5 TOWN HOUSES (STANDS 3227 – 3326)

14.5.1 Building Plans are limited to the 9 designs available as prescribed by the developer.

14.5.2 Any amendments to a plan chosen will be for the account of the buyer/owner, including architectural fees, building costs or any increase in costs relating to the amendment.

14.5.3 Any amended building plan must firstly be submitted to the developers and thereafter to the HOA for approval, prior to commencement of any building works.

14.5.4 Construction must commence within one year after transfer of the stand from the developer to the first buyer and must be completed within 12 months from commencement date, failing which the owner will be fined on a monthly basis.

14.5.5 Double storey townhouses may only be erected on approved sites and views will be considered in the applications.

14.5.6 All townhouses are to be fenced on three sides as per architectural design at the cost of the owner and negotiations between neighbours regarding the sharing of building costs should be with the point of departure that each owner is pro-rata responsible for the costs of boundary walls between properties.

14.6 GRANNY FLATS

14.6.1 No granny flats are allowed on stands smaller than 3 000m².

14.6.2 The granny flat must be linked structurally and visually to the main dwelling and must seem to be one unit.

14.6.3 No sub-division of the property will be allowed.

15. PRIVATE BOREHOLES

15.1 Private boreholes may only be drilled upon with prior permission from the HOA.

15.2 Should a borehole interfere with the natural water supply of the water features on the estate, use of the borehole may be suspended by the HOA.

16. BUILDING CONTRACTOR ACTIVITY

16.1 These rules regarding building contractor activity are to ensure that building activity is conducted with the minimum of inconvenience and disruption of residents. Contractors must register. (Please see addendum 3).

16.2 These rules are binding on all owners, residents, their contractors and sub-contractors.

16.3 The HOA has the right to suspend any building activity in contravention of any rule or condition and will not be liable for any loss, injury or any claim as a result of any building activity of whatsoever nature

16.4 No construction may commence unless a water connection is installed on site

16.5 An approved site toilet must be installed before commencement of building works

16.6 No contractor activity is allowed on Sundays and Public Holidays.

- 16.7 Contractor workers and personnel are not permitted to remain on the estate between 18:00 and 06:00.
- 16.8 The contractor shall provide facilities for rubbish disposal to be removed weekly and not be disposed of or burned on the estate.
- 16.9 If the contractor fails to keep the site clean and tidy within reason, he may be prohibited from entering the estate until such time that the site is properly cleaned.
- 16.10 Building boards may only be erected with the permission of the HOA and must be removed upon completion of building works.
- 16.11 The owner and contractor shall be jointly responsible for any damage to streets, paving, kerbs, private or estate property as a result of building activities.

17. NEWSLETTER – WEB PAGE

An estate newsletter will be published from time to time to advise owners and residents of events and news within the estate and the area. Owners and residents are invited to participate by contributing any newsworthy items by way of editorials, subject to space availability.

18. MEMBERSHIP

Upon registration of any property in the name of a purchaser, the purchaser shall automatically become a member of the HOA and he, his family, employees and invitees are bound by these rules.

19. BOAT GARAGES

It is recorded that the boat garages erected, or to be erected on stands 5041 and 3360 (Boat House stand and Sports Complex stands), remain the property of the developers (or right holder who are entitled to register the right of use (usus fructus) and to rent out or sell these rights, notwithstanding ownership of these stands.

- a. The number of garages to be erected is entirely up to the developers and will be determined upon demand.
- b. Boat garages may be erected in phases.
- c. The developers are not liable for any rates, taxes or other charges as a result of their right and interest in the boat garages

20. WATERFRONT

- 20.1 OLDEN ACRES HOA, will develop the waterfront as and when Sufficient funds become available. The right of stands xxx and yyy may proceed with a joint venture together with the HOA.
- 20.2 No one is permitted to prevent the access gate to the waterfront from closing automatically, and offenders will be fined by the HOA.
- 20.3 No littering allowed and all rubbish to be removed on departure.