

HOMEOWNERS ASSOCIATION : RULES AND REGULATIONS.

1. INTRODUCTION.

- 1.1 The objective of Sable Hills Waterfront Estate is the provision of a high quality lifestyle for residents, and the intention of these rules is for the protection of this lifestyle.
- 1.2 The rules have been established in terms of the Memorandum and Articles of the Sable Hills Waterfront Estate Homeowners Association (HOA). They are binding upon all occupants of the Estate, as is any decision taken by the Directors of the HOA interpreting these rules.
- 1.3 The registered owners of the properties are responsible for ensuring that members of their families, tenants, visitors, friends and all their employees abide by these rules.
- 1.4 Happy and harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate.
- 1.5 In respect of the interpretation of these rules, the decision of the Directors of the HOA is final and binding.
- 1.6 These rules are subject to change from time to time, as, and how, it may become necessary.
- 1.7 Members may propose changes for consideration by the Directors of the HOA to submit such proposals at an Annual General Meeting of members.
- 1.8 This document may be amended from time to time to cater for conditions that may not have been foreseen at the time of writing, and the Directors reserve the right to make such amendments as they deem fit and which shall be binding upon all residents in the Estate. The developer shall remain a director on the HOA and will have veto rights as said director.

2. STREETS WITHIN THE ESTATE.

- 2.1 The streets of the Estate are for the movement of all occupants, whether by foot or mechanical means. Note that cars are considered to be part of the street environments, but not necessarily the dominating factor.
 - 2.1.1 Speed limit is restricted to 30 km per hour, at all times on all roads.
 - 2.1.2 Save for the above the Gauteng Road Traffic Ordinance is still in force.
 - 2.1.3 Parents are responsible for ensuring that their children use streets in a safe and cautious manner.
 - 2.1.4 Engine powered vehicles are not allowed to drive anywhere except in the streets of the Estate. Parks, common areas and pavements are off-limits.
 - 2.1.5 Residents are requested to remember that pedestrians will frequently cross streets at designated crossings in the Estate, and motorists should always approach such crossings with caution.
 - 2.1.6 Bicycles, motorcycles, quad bikes or skateboards are prohibited from gardens, common areas, tennis courts and walkways.
 - 2.1.7 The use of go-carts, off road bikes etc, within the Estate is strictly prohibited.
 - 2.1.8 The use of quad bikes is allowed within the Estate. The following rules apply to the use of these quad bikes
 - 2.1.8.1 They are only allowed on the streets designated as vehicle access roads
 - 2.1.8.2 Within the speed limit
 - 2.1.8.3 Not allowed to be driven by under age or un-licensed persons unless so specified by the quad bike size or capacity and if under age to be accompanied by a licensed driver, parents or responsible licensed individual.
 - 2.1.9 If considered appropriate the Directors of the HOA may and can decide to impose fines for repeated violations.
 - 2.1.10 Refuse, garden refuse and refuse bags may not be placed on the pavements except if it will be removed within a period of 12 hours. The refuse removal schedule will be published for all residents.

3. GOOD NEIGHBOURLINESS.

- 3.1 No business activity or hobby, which would cause aggravation or nuisance to fellow residents, may be conducted, including auctions and jumble sales or the fly of model aircraft.
- 3.2 The volume of music or electronic instruments, partying and the activities of friends and visitors should be tuned to a level so as not to be heard on adjoining properties.

- 3.3 The mechanical maintenance, and the use of, power saws, lawn mowers, and the like (electric mowers are preferred), should only be indulged between the following hours:
- | | | |
|---------------------------|----------|---|
| May | - August | 07h30 - 18h00 |
| September | - April | 07h00 - 19h00 |
| Sundays & public holidays | | 09h00 - 18h00 (not between 13h00 & 16h00) |
- 3.4 Washing should only be hung on lines screened from the street and neighbouring properties.

4. ARCHITECTURAL STANDARDS.

- 4.1 The provisions of the document, titled, Architectural Guidelines will apply in its entirety. See Annexure – “A”.

5. THE STREETScape.

- 5.1 Building material may not be dumped on the sidewalks under any circumstances. See Building Activity Guidelines Annexure B point 2.1.
- 5.2 No trees or other vegetation may be removed or damaged. Removal of any trees or vegetation can only be done after written approval from the HOA.
- 5.3 No Wendy houses, steel carports, shade ports, portable pools, pre-fabricated structures, garden sheds etc will be permitted in the Estate without the written approval of the HOA.
- 5.4 No garden or boundary fences and / or walls will be permitted in the Estate without the written approval from the HOA. The architectural guidelines will make provision when these are allowed and of what material these are to be constructed of.
- 5.5 The sinking of bore holes will not be permitted in the Estate.

6. ENVIRONMENTAL MANAGEMENT.

- 6.1 No rubble or refuse should be dumped or discarded in any public area, including the parks, streets, common areas and dam environs.
- 6.2 A particular appeal is made to residents to leave open spaces they visit in a cleaner condition than in which it was found. Residents are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces.
- 6.3 Picnicking will only be allowed in designated areas.
- 6.4 Flora may not be damaged or removed from the Estate.
- 6.5 Fauna of any nature may not be chased or trapped in the Estate.

- 6.6 Residents must ensure that declared noxious flora is not planted or growing in their gardens.
- 6.7 Swimming pool may not be emptied into streets but must be disposed of on owners plot, or as directed by HOA or Local Authority.
- 6.8 Vacant stand must be kept clean on a regular basis to the satisfaction of the HOA, and if not maintained, the HOA reserves the right to clean the plots at the owner's expense.
- 6.9 The resident's use of the common areas and facilities will be entirely at their own risk at all times.
- 6.10 The use of fireworks is strictly prohibited within the boundaries of the Estate.
- 6.11 The use of alcoholic beverages in the open spaces, parks, lawns or any other common area is strictly forbidden except in areas where demarcated for use and non-compliance is subject to prosecution in terms of municipal bylaws for public open spaces.
- 6.12 The provisions of the Environmental Guidelines document will apply in its entirety. See Annexure – "C".

7. LIMITATIONS ON SERVICES.

- 7.1 Each stand will be supplied with a 40 Amp, 1 phase , 230 V electrical connection at the street or any other boundary, as the HOA may see fit. The cost of all the electricity consumed by each property owner will be for his/her personal account. With submission of building plans to the HOA for approval, each plot owner will be required to pay the HOA an electrical connection fee of R1000-00 excl. VAT for the supply and installation of a 1 phase kWh meter as well as a deposit of R1000-00 for electrical consumption, which will be kept by the HOA interest free and will be refundable on cancellation of the electrical connection and payment of all outstanding electrical costs. These fees will be reviewed from time to time.
- 7.2 Each stand will be supplied with a 25 mm diameter water connection with a minimum pressure of 1.5 Bar at the street boundary or any other boundary, as the HOA may see fit. The cost of all the water consumed by each property owner will be for his / her personal account. With submission of building plans to the HOA for approval, each stand owner will be required to pay the HOA a water connection fee of R1000-00 excl. VAT for the supply and installation of a 25 mm diameter water meter as well as a deposit of R500-00 for water consumption which will be kept by the HOA interest free and will be refundable on cancellation of the water connection and payment of all outstanding water costs .These fees will be reviewed from time to time.The water rates will be as follows and will be reviewed from time to time and are based on the monthly consumption :

# from 1 to 40,000 litres/month	- standard rate / 1000 litres.
# from 40,001 to 55,000 litres/month	- 2 x standard rate/1000 litres.

- # from 55,001 to 70,000 litres/month - 4 x standard rate/1000 litres.
- # above 70,000 litres/month - 6 x standard rate/1000 litres.

- 7.3 All the properties will have a sewer connection point, connected to a central sewer network. The sewer connection fee, which is payable to the HOA when plans are submitted to the HOA for approval, will be R1000-00 excl. VAT. The central sewer plan will be available from the architects offices situated at Sable Hills offices in the estate.
- 7.4 Each stand will be supplied with a 25mm diameter telephone sleeve connection at the street boundary or any other boundary as the HOA may see fit. This connection will be used for the telephone as well as security system connection to each stand.
- 7.5 These services in future may be taken over and managed by the local authority and changes made at their discretion after consultation with the HOA.

8. SECURITY.

- 8.1 The security guards may not be abused under any circumstances.
- 8.2 Security protocol at the gate must be adhered to at all times. The security guards have the right to stop and search any incoming or outgoing vehicles and/or people at their discretion.
- 8.3 The I.D. card system for permanent workers, temporary workers, contractors and sub-contractors must be conscientiously enforced by every owner with respect to people in his/her employ.
- 8.4 Every owner must request visitors to adhere to security protocol and residents are requested to always treat the security personnel in a co-operative and courteous manner.
- 8.5 Every owner must ensure that contractors in his employ adhere specifically to the security stipulations of the Building Activity Guidelines (Annexure – “B”).
- 8.6 All attempts at burglary or instances of fence jumping must be reported to a member of the security staff, and/or Security Sub-committee.
- 8.7 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 not displaying I.D. cards.
NOTE: All occupants are advised to install a home security system as soon as possible after taking occupation of their homes, and to link the system to the responsible company appointed by the HOA.
- 8.8 Should residents purchase burglar alarm systems for their residences, they are required to be compatible with the electronics of the Estate security system. The HOA will guide the residents on the security systems approved for the estate.

- 8.9 The onus shall be on the owners at all times to see to his or her own safety when walking or jogging, or otherwise using any public area, and no liability for the consequences of any injury sustained shall be incurred by the HOA.
- 8.10 The Estate will be manned 24 hours a day and residents, when issued with security stickers, must attach the stickers to motor vehicle windscreens. All vehicles, boats, quad bikes and motor cycles will be issued with such a sticker for easy identification by the security personnel and estate management.
- 8.11 The security centre at the gatehouse must be advised in advance of pending arrival of visitors where possible, in particular vehicle registration numbers and address of property to be visited, should be provided.
- 8.12 The Estate will be patrolled on a random basis by security guards.
- 8.13 The security in Sable Hills Waterfront Estate will enjoy the highest priority and the aim is that all residents in the Estate must have complete freedom of movement at all times. This will be achieved through, amongst others, the following security rulings:
- 8.13.1 A electrified security wall along the public road and a game fence along the other boundaries. This security measure might be upgraded in the near future. The electric fence may be in future upgraded to make provision for the fence to be divided into different zones.
- 8.13.2 Security gates and booms (both for residents and visitors) will be manned 24 hours per day by the security guards.
- 8.13.3 The Security Gate House will be linked to each residence by way of a "Mircon" telephone intercom system, so that NO unauthorised person will be able to enter the Estate without the permission of a home owner.
- 8.13.4 NO vehicle will be able to enter or leave the Estate without an approved access permit.
- 8.13.5 NO person, other than a resident, will be able to enter or leave the Estate without an approved casual employee I.D. card.
- 8.13.6 See Annexure-"B" for more details on security during construction activities.
- 8.13.7 Residents are strongly advised to acquire the following Telkom Plus facilities on their residential telephone to enhance the security operation:
- a) call waiting
 - b) call forwarding (or follow me)
 - c) or any other system to be advised.
- 8.13.8 Residents are to note that the electrified perimeter fence serves as a deterrent and detection function and is not guaranteed to prevent a determined attempt at intrusion in to the Estate.
- 8.13.9 These security rules will be compulsory for all homeowners in the Estate.

9. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES.

- 9.1 Should any owner let his property, he shall in writing advise the HOA in advance of occupation the name of the Lessee, and the period of such lease. The owner shall inform the Lessee of all HOA Rules and other regulations, and bind the Lessee to adhere to such rules.
- 9.2 The occupiers 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 HOA Rules.
- 9.3 All owners must ensure that the contractors in their employ have signed a Contractor's code of conduct prior to commencement of work, and that they adhere to the stipulations of the contract at all times.

10. PETS.

- 10.1 A maximum of two pets will be permitted on any plot in the Estate with the written permission of the HOA . These pets must be kept within the stand area. No pets are allowed to roam the Estate. Should any excrement be deposited in a common area or public area, then the immediate removal thereof shall be the sole responsibility of the proud owner of the pet. The HOA reserves the right to request the owner to remove his pet should it become a nuisance within the Estate. All pets outside of the stand area must be walked on a leash and every pet must wear a collar with a tag indicating the name, plot number and telephone number of the owner.
- 10.2 No aviaries, poultry, pigeons, wild animals or livestock will be permitted in the Estate without the prior permission of the HOA.

11. LETTING AND RESELLING PROPERTY.

- 11.1 Should any owner want to sell or lease his property, we encourage the appointment of an accredited Estate Agent to manage the sale or lease.
- 11.2 The accredited agent must ensure that the buyer/lessee is informed about and received a copy of the HOA Rules, Architectural Guidelines, Building Activity Guidelines, Environmental Guidelines and any other administrative regulations applicable at the time. The accredited agent must at all times accompany the prospect to the owners home with prior appointments agreed and the security personnel made aware of this.
- 11.3 A clearance certificate must be obtained from the HOA prior to any transfer of property.
- 11.4 The seller or lessor of a property in the Estate shall ensure that the sale/lease agreement contains the following clauses:
 - A. SALES**
 - 1. HOMEOWNERS ASSOCIATION.

- 1.1 The Purchaser acknowledges that he is required, upon registration of the property into his name, to become a member of the Sable Hills Waterfront Estate HOA, and agrees to do so subject to the Memorandum and Articles of Association of such association.
2. **CONDITIONS OF TITLE.**
 - 2.1 The Seller or Lessor shall be entitled to procure that, in addition to all other conditions of title be inserted in the Deed of Transfer, in terms of which the Purchaser takes title to the property: "Every owner of the erf, or any subdivision thereof, or any interest therein, shall become and shall remain a Member of the Homeowners Association and be subject to its constitution, until he ceases to be an owner as aforesaid. Neither the erf, 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 Homeowners Association".
 - 2.2 "The owner of the erf, or any subdivision thereof, or any interest therein, shall not be entitled to transfer the erf or any subdivision thereof, or interest therein, or any unit thereon, without a Clearance Certificate from the Homeowners Association have been complied with."
 - 2.3 The terms "Homeowners Association" in the aforesaid conditions of the Town Establishment shall mean the SABLE HILLS WATERFRONT ESTATE HOMEOWNERS ASSOCIATION (incorporated Association not for gain). In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to effect registration of same, the purchaser of same hereby agrees that the buyer is informed about and receives a copy of the following:
 - # HOA Rules and Regulations
 - # Architectural Guidelines (Annexure -"A")
 - # Building Activity Guidelines (Annexure -"B")
 - # Environmental Guidelines (Annexure -"C")
 - # Alien Weeds and Invasive Plants (Annexure "C1")
 - # Irrigation Guidelines (Annexure - "C2")
 - # Standard SALI Landscape Specification (Annexure - "C3")
 - # Water Wise Principles (Annexure - "C4")
 - # Site Development Plan (Annexure – "C5")
 - # Water Rules (Annexure – "D")and any other administrative regulations applicable at the time.
 - 2.4 All Sectional Title and Real Right owners will adhere to all the rules and regulations as stipulated in the above annexure A-D. The body corporate will have the same vote as one full title stand on the HOA.

B. LEASE.

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

2. The lessor must personally ensure that the lessee receives a copy of the HOA Rules, and any other administrative regulations applicable at the time and binds his lessee to the rules and regulations of the lease.

12. ACCREDITATION OF ESTATE AGENTS.

- 12.1 An Estate Agent is accredited after signing an agreement with the HOA, that such agent will abide by the stipulated procedures applicable to the sale and/or lease of the property in the Estate, and after having been inducted with respect to the concepts, rules and conditions under which a buyer and/or lessee purchase and/or leases the property in the Sable Hills Waterfront Estate.
- 12.2 Accreditation of Estate Agents may be reviewed by the HOA from time to time.
- 12.3 The directors of the HOA reserves the right to withdraw the agents' accreditation as deemed fit.
- 12.4 Agents may only operate on a "By Appointment" basis, and must personally accompany a prospective buyer or lessee and are not allowed to erect any "For Sale" or "To Let" signage boards, unless approved by the HOA.

13. BUSINESS ACTIVITY.

- 13.1 Any member of the HOA, or resident, wishing to conduct any business on his/her property must apply in writing to the HOA to conduct such business. The HOA will consider the application on merit, after taking into consideration the following:
 - 13.1.1 The compliance with Municipal by-laws.
 - 13.1.2 Increased traffic.
 - 13.1.3 Parking – employees and customers.
 - 13.1.4 Signage.
 - 13.1.5 Disturbance to other residents and community as a whole.
 - 13.1.6 Number of employees , hours of business , etc
- 13.2 The decision of the HOA and its Directors will be final and binding.

14. ADMINISTRATION.

- 14.1 All levies determined by the Directors' sole and absolute discretion are due and payable on or before the 7th (seventh) of each and every calendar month.
- 14.2 Interest at prime bank interest rates plus 3% will be raised on all accounts in arrears. Any arrears over R1000-00 or 60 days will be handed to attorneys for collection.
- 14.3 A further penalty, to be determined from time to time, may be imposed on any accounts unpaid after 60 days.

- 14.4 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. Such fines will form part of the levy and be due and payable on due date of payment of the levy.

15. GENERAL.

- 15.1 All common properties are for the use of all the residents of the Estate.
- 15.2 The residents, their visitors and employees may use the common areas and facilities at their own risk.
- 15.3 The boat launch ramp and boat jetties are for the sole use of the residents with a boat permit (as issued by Gauteng Provincial Dept. of Public Transport, Roads and Works) together with an approved Boat Permit, as issued by the HOA. All water user must comply with all the rules and regulations as issued by Gauteng Provincial Dept. of Public Transport, Roads and Works on the use of the Dam. See Annexure – “D” for the Rules and Regulations . Boats and Jet Ski’s will be allowed on the water as per the kwota allocated to the Estate by the Dept. of Water Affairs and Forestry. The zoning and guide plan for Roodeplaas Dam is available at HOA .
- 15.4 Boats may only be launched and used between the following hours:
- | | |
|-------------------------------|------------------|
| # May to August | 07h00 till 18h00 |
| # September to April | 06h00 till 19h00 |
| # Sundays and public holidays | 07h00 till 18h00 |
- 15.5 “Jet Skis” or other water craft with two stroke motors will be allowed to be launched or used in the waters of the Estate and are under the same permit conditions as described for boats under clause 15.3. Failure to abide by this rule will result in vessel banned from being launched.
- 15.6 Angling is allowed all along the waters edge of the Estate. An official Provincial Angling Licence will however be required, as well as membership to the Sable Hills Waterfront Estate Angling Club. See the Roodeplaas Dam Rules and Regulations at the HOA.
- 15.7 Wild life will roam freely throughout the Estate, and may not be fed, chased, trapped or hunted. The game & wildlife remains the property of the developer, and will be managed at his discretion.
Birds may not be chased, trapped or hunted in the Estate except for Indian Mya birds which are seen as intruders to the common bird live on the Estate. These birds will be exterminated by the responsible person appointed to perform this for and on behalf of the HOA.
- 15.8 All the properties will be subject to two 2m servitudes on any two boundaries other than the street boundary, in favour of the HOA for the purpose of existing or future services.
- 15.9 The rights and restrictions of each stand are written into the conditions of establishment of the proposed town and will be available from the architect on request.

- 15.10 The developer reserves the right to register servitude over any property for the purpose to protect existing services not found during initial investigations.
- 15.11 The developer reserves the right to build boathouses on the common property and to sell it as sectional title units to the residents of the Estate.
- 15.12 The developer reserves the right to use the existing staff hostel as staff housing until developer building activities has been completed on the estate.
- 15.13 The developer reserves the right to use and upgrade the existing conference facility as a business entity within the Estate.
- 15.14 The developer in consultation with the HOA reserves the right to amend these rules from time to time to cater for conditions that may not have been foreseen at the time of establishing these rules, and the Directors of the HOA reserve the right to make such amendments as they deem fit and which shall be binding upon all residents in the Estate.

Signed at on the day of200

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OWNER:

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WITNESS:

/ SABLE HILLS HOMEOWNERS RULES & REGS

07th June 2005