

RULES AND REGULATIONS

THREE RIVERS EAST EXT. 2 HOME OWNERS ASSOCIATION

1. Three Rivers East Ext 2 Home Owners Association - Introduction

The objective of the H.O.A is for the provision of a high-quality lifestyle for the residents. The rules have been established in terms of the memorandum and the articles of the Three Rivers East Ext 2 Home Owners Association. They are binding upon all land/home owners of the development, as is any decision taken by the members in interpreting these rules. In respect of the interpretation of these rules, the decision of the directors, appointed or involved party is final and binding. These rules are subject to change by the directors from time to time.

2. Three Rivers East Ext 2 – Home Owners Association

- 2.1 The purchaser acknowledges herewith that he will become a member of the Three Rivers East Ext 2 Home Owners Association and abide by the rules and regulations upon registration of the property in his name and subject to the constitution of the aforementioned association.
- 2.2 The purchaser will stay a member of the Three Rivers East Ext 2 Home Owners Association as long as he is the registered owner of the property.
- 2.3 The right and duties of the purchaser as a result of his membership cannot be ceded or transferred to any other party.

3. General rules, regulations and services

- 3.1 It is recorded that the property is zones as a rural residential property and will be used for that purpose and may not be sub divided.
- 3.2 The purchaser will not have the right to build more than 1 (one) residential dwelling with the normal outbuildings on the property without the prior consent of the E.L.C and the T.R.E Ext 2 H.O.A. It is recorded that the T.R.E Ext 2 H.O.A. will be entitled to decline without giving reason for refusal.
- 3.3 The speed limit is restricted to 40km/h. The Gauteng road traffic ordinance is still in force, engine powered vehicles are not allowed to drive anywhere except in the street – pavements, common property and vacant stands are off limits.

- 3.4 The purchaser shall maintain his vacant land – a high standard of garden frontage and pavement management. The outbuildings and structures on the property in an acceptable manner to T.R.E Ext 2 H.O.A. alternatively the T.R.E Ext 2 H.O.A reserves the right to attend to the maintenance of the property on behalf of the purchaser without notice – all costs incurred will be for the purchasers account.
- 3.5 No business/farming of any nature may be conducted on the property – unless approved by the T.R.E Ext 2 H.O.A
- 3.6 Contractors required for complex related services, will be appointed by the T.R.E Ext 2 H.O.A
- 3.7 The purchaser will take all necessary steps to prevent fire and spreading of fire within the estate.
- 3.8 The occupants of any property within the estate are liable for the conduct of their guests, or any other person/s working for the occupants from time to time
- 3.9 Trees or plants on the sidewalk, common property or estate entrances may not be removed without permission from the T.R.E Ext 2 H.O.A
- 3.10 Conditions may be changed but only with the written consent of the T.R.E Ext 2 H.O.A
- 3.11 The removal of garden refuse remains the responsibility of the owner, any person caught or reported dumping garden refuse or any other form of rubble in or on pavements surrounding the estate will be fined R500.00 costs for the removal of the refuse/rubble will be for the owner's immediate settlement of R800.00.

4. Pre-construction phase

- 4.1 Construction shall commence not later than one (1) year after registration of the property in his/her name. Should an owner not commence building by that time, a double levy will be charged until the date an occupation certificate is issued on the property.

Should construction not be finalized within 1 (one) year, a double levy will be charged until the date an occupation certificate is issued on the property.
- 4.2 The residential and outbuildings must be a minimum size of 200 square meters.

- 4.3 Building plans of any building or structure to be erected must be submitted to the T.R.E Ext 2 H.O.A. and Emfuleni Local Council (ELC) for approval. The T.R.E Ext 2 H.O.A. will be entitled in their discretion, to refuse to approve the building plans or structure, should it not be according to the general standard of the development. The purchaser will not be entitled to submit the building plans or structure to the E.L.C. should it not comply with the general standard of the estate
- 4.4 All buildings or structures must have tiled roofs, thatch or concrete roofs, (no Chromadeck), or as approved by the T.R.E Ext 2 H.O.A.

5. Construction phase

- 5.1 The contractor/owner will provide security with a list of contractors and their employees who need access authorization during the construction period. The contractor must complete an access control form. These lists must be updated when necessary. No contractor or employee of the contractor will be permitted access without the correct access procedure being followed.
- 5.2 Before construction may proceed the owner/contractor must submit a copy of Emfuleni Local Council approved building plans payment of the builders deposit, installation of a water meter, builders electrical connection, dustbin and chemical toilet available for use on site. Connections and cash payment must be arranged with the managing agent, and one week notice period is required for installations.
- 5.3 Each owner shall ensure that reasonable measures are taken to reduce dust, noise, effluent or waste pollution that may affect the adjacent properties.
- 5.4 Each owner shall ensure that measures are taken to prevent damage to roads and all property within the estate through any act or the omissions of the contractor. This includes violation of traffic rules and regulations imposed by the H.O.A any such damage caused by the owner's contractors shall be repaired at the cost of the contractor. The owner will remain responsible for all damage not settled by his contractor
- 5.5 Construction activities allowed during the following hours:
- | | |
|-----------------|---------------|
| Monday – Friday | 07h00 – 17h00 |
| Saturday | 07h00 – 13h00 |
| Sunday | not permitted |
| Public holidays | not permitted |

- 5.6 Penalties without notice will be enforced where contractors do not abide by the estate rules and conditions. The owner will remain responsible for penalties not settled by his contractors.

6. Completion phase

6.1 Clearance for Occupation

Installation of Permanent Electrical Connection

Copy of Electrical Compliance Certificate

Copy of Qualified Plumbers Certificate

Copy of Occupational Certificate

7. Monthly levy (the levy will be determined, dividing the expenses between the registered owners) the purchaser will be liable to pay a monthly levy of R868.00 (Eight Hundred and sixty-eight) subject to change by the T.R.E. Ext 2 H.O.A. the levy will be paid in advance from date of registration. Levies will be paid in respect of the following services:

- 7.1 Streets, road reserves, entrances – maintaining – streets, road reserves, common property, pelican entrance, Vischgat entrance pavement.
- 7.2 The security enclosure – being the wall, electric fence, Security Company (guards) management thereof.
- 7.3 Administration fee
- 7.4 Supplies – poisons, plants, grass, trees, painting
- 7.5 Pavements – being pelican and Vischgat – 2m distance
- 7.6 Rubble removal – subject to change
- 7.7 Electrical & plumbing maintenance – street lights, roads bulk meter supply, mini sub stations and kiosks.
- 7.8 Common water and electricity – estate common use – gardens electric fence and street lights
- 7.9 Insurance

8. Resale of property and commissions

- 8.1 With the sale of a property the attorney must before transfer of the property, obtain clearance certificate from the managing agent / T.R.E. Ext 2 H.O.A. confirming that all outstanding monies have been settled in full and all conditions complied with.
- 8.2 The T.R.E. Ext 2 H.O.A. will withhold a clearance certificate for transfer, if the seller has not complied with all rules and regulations or if the purchaser has not undertaken in writing by signing this document. To be bound to the conditions as set out in this agreement and memorandum of association.
- 8.3 With any successful sale and transfer the T.R.E. Ext 2 H.O.A. will require an acceptable guarantee from the transferring attorney for the 1% T.R.E. Ext 2 H.O.A. fee
- 8.4 The T.R.E. Ext 2 H.O.A. will be entitled, with the permission of all registered authorities, to register any conditions stated in this contract against the deed of transfer of the purchaser's property. The omission to register will in no way have any effect on the enforceability thereof.

9. Contract and bond applications

- 9.1 A copy of the signed contract must be submitted to the managing agent
- 9.2 The purchaser will submit a copy to the bank or bond- originator for bond approval.

10. Good neighbourliness

- 10.1 No business activity or hobby, which would cause aggravation or nuisance to fellow occupants, may be conducted, including auctions and jumble sales.
- 10.2 The volume of music or electronic instruments and partying should be turned to a level so as not to disturb owners on adjoining properties.
- 10.3 The use of power saws, lawnmowers etc. is permitted between 7h00 – 18h00.
- 10.4 Washing may only be hung on lines screened from the street.
- 10.5 Household refuse bags may not be placed on pavements, except if they will be removed within 8 hours.

11. Security

- 11.1 Security will be arranged by the H.O.A
- 11.2 Report suspicious persons not displaying formal id entrance cards
- 11.3 The security guard may not be verbally or physically abused
- 11.4 Security protocol at the gate must be adhered to at all times
- 11.5 Owners must ensure that their visitors and contractors adhere to all security stipulations
- 11.6 Should residents purchase bugler alarm systems for their residents, they are required to be compatible with the electronics of the developments security system
- 11.7 The security centre at the gate should be advised in advance of visitor's vehicle registration number
- 11.8 The owner, tenant, visitors or any other person may not jeopardize the safety of residents at the estate any owner or person ignoring estate rule regarding safety will be reported to the appropriate authorities or dealt with as seen fit by the T.R.E. Ext 2 H.O.A.

12. Pets

- 12.1 The local authority bylaws relating to pets will be strictly enforced. Without written approval by the H.O.A no person may keep more than four pets on the property
- 12.2 No poultry, pigeons, aviaries, wild animals or live stock may be kept at the estate without approval of the H.O.A and all direct neighbours
- 12.3 Pets are not permitted to roam the streets. R250.00 will be payable for roaming pets-subject to change
- 12.4 Should any excrement be deposited in a public area, the immediate removal thereof shall be the sole responsibility of the proud owner of the pet, failing of the removal of the excrement by the owner and caught, will mean a fine of R250.00.
- 12.5 Pets must wear a collar with a tag indicating the owners name, contact no and address, stray pets will be apprehended and handed over the municipality pound.

12.6 The H.O.A reserves the right to request the owner to remove his pet should it become a nuisance within the development.

13. Tenants, visitors & contractors

Should an owner let his property, he should advise the managing agent in advance and in writing of the occupation, name of lessee, contact details and period of lease. The owner shall advise the lessee of the house rules and regulations at the estate and bind the lessee to adhere to such rules, may the owners wish to transfer the water and electrical account into the name of the lessee the owner will advise the lessee of the connection and monthly administration fee. 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 such rules.

SIGNED AT _____ ON THE _____ DAY OF _____ 20__

WITNESS 1

PURCHASER / LESSEE

WITNESS 2

SIGNED AT _____ ON THE _____ DAY OF _____ 20__

WITNESS 1

SELLER

WITNESS 2