



HOME OWNERS ASSOCIATION
CONDUCT RULES

*(Made by the Board of Trustees of the Mentoor Mountain Estate Home Owners Association
in terms of the Constitution)*

DISCLAIMER

*Any person entering the Estate does so at his or her own risk.
Mentoor Mountain Estate Home Owners Association shall not be liable for any injury,
damage or loss suffered by such person arising from any cause whatsoever while on the
Estate.*

VRYWARING

*Enige persoon wat die Landgoed betree, doen dit op sy of haar eie risiko.
Mentoor Mountain Estate Huiseienaarsvereniging is nie aanspreeklik vir enige besering,
skade of verlies wat so 'n persoon weens enige oorsaak hoegenaamd opdoen of ly terwyl hy
of sy op die Landgoed is nie.*

ISILANDULO

*Nawuphi umntu ongena kwi-Estate uzifaka engozini ngobutyala bakhe.
I-Mentoor Mountain Estate Home Owners' Association ayisayi kubekwa tyala nakowuphi
umonzakalo, umonakalo okanye ilahleko kumntu lowo ngexesha ekwi-Estate.*

SPEED RESTRICTION – SPOEDBEPERKING ISANTYA ESIMISELWEYO

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PREAMBLE

- *The Mentoor Mountain Estate Home Owners Association (“Association”) has as its primary objectives:*
 - *To promote and enforce certain standards for community living for the residents of the Mentoor Mountain Estate Development (hereafter 'the Estate') so that residents may derive the maximum collective benefit there from,*
 - *To maintain basic aesthetic standards to enhance property values in the Estate, and*
 - *to provide residents with a superior quality lifestyle by offering safe and harmonious community living.*
- *A Trustee Board will be established in terms of the Constitution of the Association, which Board will exercise certain powers in terms thereof. The Constitution authorises the Trustees to make certain Rules in order to regulate the conduct of residents and other persons on the Estate.*
- *The success of the Estate depends on the extent of the contribution of every resident towards maintaining a pleasant and safe environment as well as a neat and attractive streetscape.*
- *Even though the Estate is not a security complex and does not have an electrical fence surrounding the Estate, the security of the Estate and the residents are regarded as of paramount importance.*

1. DEFINITIONS:

In the interpretation of these Rules, unless the context indicates a contrary intention –

- 1.1. **Constitution** means the **Constitution of the Mentoor Mountain Estate Home Owners Association**, as amended from time to time;
- 1.2. **Estate** means the **Mentoor Mountain Estate Development**;
- 1.3. **Managing Agent** means the person or Agency from time to time appointed by the Trustee Board on its behalf *inter alia* to ensure compliance with rules and control measures regulating security, work and conduct on the Estate;
- 1.4. **Occupant** means any person who has the right to reside, or be present, in a property on the Estate in terms of a lease agreement or other arrangement, whether for consideration or not;
- 1.5. **Signage** means any sign, notice, billboard, advertisement, placard, or the like, irrespective of the material of which it is manufactured; and
- 1.6. **Vehicle** means any mode of transport, including, but not limited to, a motorcar, motorcycle, motor scooter, truck, caravan, trailer or boat.

1.7 **The Trustee Board** means the committee established in terms of the Constitution to exercise certain of its powers.

1.8 **Mentoor Mountain Estate Home Owners Association (“the Association”)** means an Association established for the purpose of the promotion, advancement and protection of the registered owners of erven in the development and shall come into existence simultaneously with the registration of the first erven in the Deeds Office.

2. **WORDS AND EXPRESSIONS:**

2.1. Words importing –

2.1.1. a reference to the singular includes the plural, and the converse also applies;

2.1.2. a reference to a gender includes the other genders; and

2.1.3. a reference to natural persons includes legal persons, and the converse also applies.

2.2. Words and expressions to which a meaning is assigned in the **Constitution** shall bear the meaning so assigned to them, and in the event of any conflict between the **Constitution** and these Rules, the **Constitution** shall prevail, unless it is inconsistent with the context.

3. **CALCULATION OF PERIODS:**

When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday, except if the rule refers to “calendar days”, in which case, all the days of the week will be included, exclusively of the first and inclusively of the last.

4. **BINDING NATURE OF RULES:**

4.1. The provisions of these Rules and any condition determined or instruction given hereunder shall be binding on each member of the Association, and it shall be the duty of a member to ensure compliance with same by –

4.1.1. any member of his family, his visitor, estate agent, service provider, employee and worker; and

4.1.2. any occupant of his property, and any member of the occupant's family, his visitor, service provider, employee and worker.

4.2. The Trustee Board may at any time apply to a court of competent jurisdiction for an order to compel the person or persons concerned to comply with these Rules and any condition determined or instruction given hereunder.

5. **RELAXATION OF RULES:**

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustee Board at any time.

6. **RISK AND INDEMNITY:**

6.1. Any person present on the Estate is there and does so entirely at his own risk, and no person shall have any recourse or claim of whatever nature against the Association, its Trustees, employee, worker, agent or contractor arising from such

presence, nor for anything that may befall him or his property, in the course of such presence, whether caused by human or animal agency, natural phenomenon or otherwise.

- 6.2. The Association shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property, directly or indirectly, in or about the streets or private open spaces, or for any act done by, or for any neglect on the part of, the Association, its Trustees, worker, employee, agent or contractor.

7. MEMBER'S LIABILITY:

- 7.1. All members will be liable to pay levies to the Association as provided for in the Constitution and as determined from time to time by the Trustee Board.

- 7.2. A member may be held liable for damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Trustee Board in enforcing compliance by him or her, or any other person referred to in Rule 4, with these Rules or any condition determined or instruction given hereunder.

- 7.2. Damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Trustee Board in enforcing compliance with these Rules and any condition determined or instruction given hereunder shall be deemed to be a levy contemplated in the **Constitution**, and shall be added to the member's levy statement and shall bear interest as a levy debt.

7.3 WATER:

- 7.3.1 Each erf shall have a municipal water supply for household use and shall be obliged to pay the municipality for such water consumed.

- 7.3.2 All water consumed in respect of the common area shall be paid for by the Association, out of its funds or levies collected.

7.4 RATES AND TAXES:

Each owner of an erf shall pay such rates and taxes as are levied in respect of his erf to the relevant local authority.

7.5 EXISTING HOUSES AND OWNERS

- 7.5.1 It is recorded that there are 2 erven in the Development that are occupied by 2 original families of the original Farm on which the development is situated. These erven will be transferred into the names of the original owners simultaneously with the first transfers in the Development, and these original owners will be excluded from payment of any levies until the day that they cease to be an owner. This exclusion relates only to the first Transferees and owners of the properties and consequently their successors in title of the erven, irrespective of the reason (*causa*) for the transfer, will be liable for payment of levies to the Association from the date that they become entitled to the property. The registration of transfer of the erven in the Deeds Office is not a prerequisite for their liability towards payment of the levies, and the successor in title of the original Transferee will become liable when the original Transferee cease to be an owner, whether by death, sale or any other reason.

7.5.2 The exemption of the owners in condition 7.5.1 above from payment of levies will not exempt them from being bound by the terms and conditions of this Constitution and the Rules of the Home Owners Association and they will become members of the Association once the erven are transferred into their names.

8. MEMBER'S OBLIGATIONS:

8.1. When concluding an agreement of sale with a prospective purchaser or an agreement granting rights of occupancy with a prospective occupant the member must include a provision in such agreement that the person concerned is obliged to comply with these Rules, and furnish him with a copy hereof.

8.2. A member may not use, or permit to be used, his erf or any structure erected or placed thereon, or a street or private open space, in a manner or for a purpose that will cause a nuisance or create a disturbance, or that will be injurious to the ambience of the Estate.

9. BUSINESS ACTIVITIES:

9.1. No person may conduct a business or practice a trade on or from an erf in the Estate without the prior written permission of the Trustee Board and of the Stellenbosch Municipality.

9.2. If the applicant is not the owner of the erf concerned, the written permission of that owner for such an application must accompany the application to the Trustee Board and the Stellenbosch Municipality.

10. PERSONS EMPLOYED BY THE TRUSTEE BOARD

No person referred to in Rule 4 may request a service provider, employee, worker or agent of the Trustee Board to perform tasks for them during their work hours, or interfere with such persons in the performance of their duties, and must give them their full co-operation.

11. UNBECOMING CONDUCT

11.1 No person who resides on, or enters, the Estate may indulge in conduct that, in the discretion of the Trustee Board, is unbecoming, constitutes a nuisance or creates a disturbance.

11.2 As a general rule, any excessive noise between the hours of 22h00 and 07h00 will be considered a disturbance and the Association will have the right to enforce the peace.

11.3 No fireworks whatsoever are allowed in the Estate.

12. SECURITY MEASURES:

Any person entering the Estate must comply with the systems and procedures relating to access control and other security measures that are from time to time implemented by the Trustee Board, and must comply with the instructions of Estate Security and of the Managing Agent, and treat them in a co-operative and respectful manner.

13. TRAFIC CONTROL:

NOTE

Speed humps constructed on streets as a traffic calming measure must be negotiated with utmost care to prevent damage to vehicles.

- 13.1. Unless specifically stated otherwise in these Rules, the normal statutory traffic laws apply on the Estate.
- 13.2. A vehicle may not be operated on a street by a person who is not in possession of a valid driver's license.
- 13.3. A vehicle must at all times be operated with care and may not be operated anywhere other than on the streets.
- 13.4. The operator of a vehicle may not take a short cut over a traffic circle, a private open space or an undeveloped erf.
- 13.5. A vehicle that is not licensed, not roadworthy, produces excessive noise or smoke, or drips or spills lubricant or other fluid, or that in any other way may damage or deface the Association's property, may not be operated on a street or be parked or stood on a demarcated parking bay.
- 13.6. A vehicle may not be parked or stood on a street, but must be parked or stood on the erf of the member for whose purposes the vehicle is in the Estate, on the erf of another member with that member's explicit permission, or on a demarcated parking bay.
- 13.7. A vehicle may not be left unattended in such a manner that it may cause an obstruction to other street users or impede the flow of traffic, or occupies more than one demarcated parking bay.
- 13.8. No vehicle may be abandoned on the Estate, and the Trustee Board or its authorised agent may cause a vehicle which has in its/his opinion been abandoned, be removed, for the account of the owner or the person in control thereof.
- 13.10 Pedestrians will at all times have the right of way and may utilise the road as a passage;

14. MAINTENANCE OF COMMUNAL FACILITY:

- 14.1. A member who owns an erf that is on the border fence of the Estate, or on which there are any pipes, wires, cables and ducts used, or capable of being used, in connection with any communal service, must at all reasonable times allow the Trustee Board or a person authorised thereto by the Trustee Board, to enter the erf to carry out inspections, repairs or maintenance of same.
- 14.2. If a person is obstructed from, or hindered in, the performance of his duties contemplated herein, the member who is the owner of the erf concerned may be liable for any additional costs incurred by the Trustee Board in the performance of such duties. The said cost will be added to members' levy statement and be deemed to be a levy contemplated in the Constitution and bear interest as a levy debt.

15. BOUNDARY WALL:

- 15.1 The Developer will build a boundary wall around the Estate once approved by the Municipality. The boundary wall will indicate the boundary of the Estate and should not be deemed to be a security wall as this is not a security Estate.
- 15.2 The owner of each erven will at his own cost be responsible for the maintenance of the boundary wall situated on or adjacent to his erf.
- 15.3 No signage may be erected against or on top of the boundary wall.

16. MAINTENANCE OF PROPERTIES AND STREETScape

- 16.1. The external appearance of any structure erected or placed on an erf and which forms part of the streetscape must at all times be maintained in a state of good repair to the satisfaction of the Trustee Board.
- 16.2. A garden and the area between the street boundary line of an erf and the kerb must at all times be kept in a neat and tidy state, free of rubble, refuse, litter, other material or unwanted articles.
- 16.3. Trees, shrubs or plants in a garden or in the area between the street boundary line of an erf and the kerb may not be allowed to impede traffic or to pose a safety hazard.
- 16.4. Only deciduous trees and evergreen trees* that will not grow taller than six (6) metres may be planted on an erf.

** The planting of indigenous trees, such as the white stinkwood (*Celtis Africana*) and the coral tree (*Erythrina*), is encouraged.

- 16.5. Washing may not be hung so that it is visible from a street, a private open space or another erf.
- 16.6. An item, fluid or material that may cause a blockage may not be disposed into the sewerage system. In the event of a blockage that is shown to be the result such disposal, the member or occupant concerned must clear the sewerage system within twenty-four (24) hours after the occurrence of the blockage, failing which the Trustee Board or its duly authorised agent may have the system cleared at the risk and for the account of the member concerned.
- 16.7. Refuse containers / bags must be kept on an erf in such a manner as to prevent foraging as far as possible and so that they are not visible from a street, a private open space or another erf.
- 16.8. Refuse containers / bags must on the morning of the day scheduled for refuse collection be placed in such a way that traffic flow is not impeded. If refuse is not collected on the scheduled day, the container / bag must returned to the erf concerned.
- 16.9. A dog kennel or a covered facility for a caravan, boat or trailer, etc may not be erected or placed on an erf so that it is visible from a street, a private open space or another erf, without the written consent of the Trustee Board.

- 16.10. No structure or item which in the discretion of the Trustee Board is unsightly, aesthetically displeasing or undesirable or detrimental to the general appearance of the Estate when viewed from a street, a private open space or another erf may be erected or placed on an erf.
- 16.11. Signage may not without the written permission of the Trustee Board or its duly authorised agent be erected or placed on any part of an erf so that it is visible from a street, a private open space or another erf.
- 16.12. A garden / tool shed, a shade cloth structure or a wendy type house may not be erected or placed on an erf except with the prior written consent of the Trustee Board.
- 16.13. A member must at all times maintain his undeveloped erf in a neat and tidy state, free of rubble, refuse, litter, other material and unwanted articles. If an undeveloped erf is overgrown in the opinion of the Trustee Board or its duly authorised agent the owner will be notified to rectify the matter. Failure to do so will result in the Trustee Board or its duly authorised agent cleaning the stand and the expenses will be loaded onto the owners levy account.

17. STREETS AND PRIVATE OPEN SPACES

- 17.1. A person who makes use of a street or private open space must at all times be considerate and exercise proper care.
- 17.2. A person may not in any way damage or deface a street or private open space or any structure or item erected or placed thereon.
- 17.3. Building rubble, refuse, litter, unwanted articles or other material may not be deposited, thrown, placed, stored or dumped, or permitted, or allowed, to be deposited, thrown, placed, stored or dumped, on a street, a private open space or an undeveloped erf.
- 17.4. Trapping, shooting, harassing or in any way harming the fauna in the Estate is prohibited.
- 17.5. Trees, shrubs or plants may not be removed from, or planted on, a private open space without the prior written permission of the Trustee Board or its duly authorised agent.
- 17.6. Open fires or braais are not permitted on a street or private open space except in the case of a gathering of members arranged by, or with the permission of, the Trustee Board.
- 17.7. Vehicles may not be parked on Private Open Spaces without the prior written consent of the Trustee Board.

18. PETS

- 18.1. No more than two dogs and two cats may be kept on any one erf without the written permission of the Trustee Board.
- 18.2. A poisonous, exotic or other undomesticated pet, poultry, pigeons, aviaries or livestock may not be kept on an erf or in any structure erected or placed thereon.

- 18.3. A pet must be neutered, spayed or similar and must be regularly inoculated.
- 18.4. The Trustee Board may on written application in its sole discretion give written permission on such conditions as it may determine for the keeping of a pet, or a number of pets, that would otherwise not be permitted: Provided that should such conditions not be met, the Trustee Board may in writing withdraw their approval to keep such pet(s) and instruct the member or occupant concerned forthwith to remove the pet(s) from the Estate.
- 18.5. A pet must wear a collar fitted with a tag indicating the contact details of its owner.
- 18.6. A pet may not roam the Estate, and must at all times be kept on leash when not on the erf of its owner.
- 18.7. A pet may not be allowed to create a nuisance or cause a disturbance to residents on the Estate.
- 18.8. A pet may not be neglected by, for example, leaving it to fend for itself or failing to provide it with sufficient shelter, nutrition or veterinary attention.
- 18.9. No person may inflict physical cruelty on a pet or subject it to violence.
- 18.10. The excrement of a pet deposited inside the erf on which it is kept must be removed at least once a day, and must be removed immediately when it is deposited on a street, a private open space or another erf.

19. SERVICE PROVIDERS:

- 19.1. A service provider may not display any signage or distribute any advertisement on the Estate.
- 19.2. A service provider may work only on days and during hours as follows:
 - Monday to Thursday: 7h00 to 18h00
 - Friday: 7h00 to 18h00
 - Saturday: 8h00 to 14h00

Sundays and Public holidays are specifically excluded and no work may be done by any service provider on these days.

- 19.3. The Trustee Board or its duly authorised Agent may on good cause shown, and subject to such conditions as he may determine, in a particular instance allow a deviation from the work days and hours: Provided that if it can be reasonably expected that an intended deviation may cause undue inconvenience or disturbance, the Trustee Board or its duly authorised agent must in advance consult with neighbours who may be directly affected.

20. ESTATE AGENTS:

- 20.1. No estate agent's or private seller signage, or other type of advertisement may be displayed or distributed on the Estate, unless prior written approval has been obtained from the Trustee Board or its duly authorised Agent.

- 20.2. An Estate Agent may show a property that is being marketed only by appointment with the member concerned and must personally accompany his clients.
- 20.3 "On show" signs must be removed by 17h00 the show day;
- 20.4 "For Sale" or "To Let" signs must be removed within 7 days after conclusion of a selling or letting agreement in respect of the property concerned.
- 20.5 The above rules do not apply to the marketing agents of the Developer.

21. COMPLAINTS:

- 21.1. The Trustee Board must investigate in such manner as it deems fit a written complaint received from a member relating to the behaviour and / or conduct of a resident and / or another person on the Estate, and may take such steps with regard thereto as it may deem fit.
- 21.2. The Trustee Board may on its own initiative, and irrespective of whether a complaint has been received, investigate in such manner as it deems fit the behaviour and / or conduct of a resident and / or another person on the Estate, and may take such steps with regard thereto as it may deem fit.

22. CLEARANCE OR OTHER CERTIFICATES:

- 22.1 The Managing Agent will only issue a clearance certificate or any other certificate required for purposes of transfer of a property if –
 - 22.1.1 The offer to purchase contains a clause binding the purchaser to the provisions of the Constitution and to become a Member of the Association; and
 - 22.1.2 all moneys due to the Association, including the cost for the consent to transfer, have on the date of registration been paid or provision has been made to the satisfaction of the Managing Agent for the payment thereof; and
 - 22.1.3 if a breach of any of these Rules or the Rules of the Constitution by the owner or occupant of the property concerned has been remedied, or if provision has been made to the satisfaction of the Trustee Board for the remedying thereof.

23. INSTALLATION OF EMERGENCY POWER EQUIPMENT:

- 23.1 No owner or Occupant will be allowed to make use of a generator without the consent of the Association of which the Trustees may specify the following:
 - 23.1.1 Type of generator;
 - 23.1.2 Placement of generator;
 - 23.1.3 Limitations on the times that the generator can be operated;
 - 23.1.4 Maximum duration of use of the generator at any one time;
 - 23.1.5 Proper maintenance of the generator;
- 23.2 The Association approval will be subject to approval from the Municipality if so required;
- 23.3 In addition to the above:

23.3.1 The unit shall be strategically placed as to have a minimum noise and pollution impact on neighbouring properties.

23.3.2 Maximum generator size shall be no more than 10 KVA per house;

23.3.3 Generators may only be used during the following times (other than an emergency):

- Monday to Thursday – 7am to 10pm
- Friday – 7am to 11pm
- Saturday – 10am to 11pm
- Sunday – 10am to 8pm
- And only where there is a power outage from Eskom.

23.3.4 Only petrol, diesel & gas operated generators shall be permissible. Coal burning generators & the like are strictly prohibited;

23.3.5 Appropriate safety measures such as a portable fire extinguisher must be provided in close proximity to the unit. No extra fuel should be stored freely on site, all fuel must be in the generator tank and small “leftover” quantities should be stored appropriately and safely.

23.4 Owners are encouraged to install solar power panels for geysers and swimming pools;

23.5 Geysers may not be visible from the street or neighbouring properties and the Architectural Design & Landscape Guidelines and Regulations of the Local Authorities must be followed in this regard.

Substantial penalties will be issued in case of failure to comply with the above.

PART II – AESTHETIC CONTROL:

- *The Architectural Design & Landscape Guidelines provides a framework within which the individual properties can be designed and constructed in order to promote a unique and collective architectural identity to the Estate*
- *These guidelines will be subject to periodical revision by the Trustee Board or their duly authorised Agent, as deemed necessary from time to time.*
- *In case of conflict, the control architect (in consultation with the Developer / Trustee Board) will make the final decision in the best interest of the development.*

24. GENERAL:

Building plans-

- 24.1 must be prepared in accordance with the Building Code for the area concerned;
- 24.2 must comply with the Municipal and National Building Regulations (SABS 0400) and any other applicable legislation;
- 24.3 must be submitted to the Managing Agent for approval by the Trustee Board Controlling Architect and will only be processed upon proof of payment of the applicable plan scrutiny fee.
- 24.4 Plan scrutiny fee will be determined by the Trustee Board from time to time.
- 24.5 The first re-submission after the comments by the Trustee Board and Controlling Architect will be free of charge, thereafter a resubmission fee of 50% of the initial fee will apply. Plans submitted will be scrutinized on the following review.
- 24.6 The design of all structures and the preparation and submission of Building Plans may be undertaken only by a professional practising Architect, provided that the Trustee Board may, in their sole discretion, waive this requirement if they are satisfied that the required design standards have been met.

25. APPROVAL OF PLANS:

- 25.1 The building plans together with an aesthetic approval letter from the Trustee Board or its duly authorised agent must be submitted to the Municipality for approval.
- 25.2 An application for a deviation or variation from the aesthetically approved Building Plans, must be submitted in writing to the Trustee Board or its duly authorised agent for scrutiny prior to the implementation thereof on site. The deviation or variation may be implemented only if the Trustee Board or its duly authorised agent approves it in writing.
- 25.3 The Trustee Board will ensure that regular inspection will take place to protect the architectural integrity of the development.

26. APPROVED PLANS:

- 26.1 Building plans must be lodged in fivefold (one copy to be in colour) with the Managing Agent for approval, and once approved, the copies must be lodged at the Offices of the Association for final approval and stamping. One copy will be retained for the archive of the Association.
- 26.2 A copy of the signed approved Building Plan must at all times be available on site for inspection. This will be the responsibility of the Building Contractor and Owner.
- 26.3 The Building Contractor must set out the foundations for inspection and approval by the Association and the Municipality prior to commencing with the building operations.

27. TOWN-PLANNING RESTRICTIONS:

- 27.1 The restrictions that may apply to the development are in addition to any restrictions imposed in terms of the conditions of title, conditions of establishment, to any Erf, town-planning schemes or national or other building regulations.
- 27.2 Compliance with restrictions imposed by the Trustee Board and approval of Building Plans by them do not absolve the Owner from complying with, and may not be construed as permitting any contravention of –
 - 27.2.1 the conditions of establishment and/or title to any Erf; or
 - 27.2.2 any restrictions imposed by the Municipality or any other competent authority by virtue of controlling legislation; or
 - 27.2.3 any applicable zoning, by-law or regulation of the Municipality or any other competent authority.

PART III – CONTROL OF BUILDING ACTIVITIES:

- *The purpose of the rules governing building activities are to ensure that the quality of life of residents in the Estate is not unduly compromised and the impact on the environment is minimized by the activities, yet allowing for efficient construction.*
- *The rules are designed to prevent damage to the common property, to reduce the unsightliness associated with building activities and to minimize inconvenience to residents.*

28. GENERAL:

- 28.1 An owner must incorporate a clause in the building contract in terms of which the Building Contractor is made aware of these Rules and a copy of the Rules handed to the Building Contractor to ensure compliance thereof by him.
- 28.2 The Building Contractor must undertake to comply with these Rules and any further control measures, which may be instituted by the Trustee Board from time to time and must ensure compliance with the Rules by all of his Employees.
- 28.3 An Owner will be held responsible for any damage caused to the streets (including kerbing and sidewalks) or landscaping (including plants on the sidewalks) by his Building Contractor and the Contractor's Employees, vehicles, equipment and delivery vehicles to the building site.
- 28.4 A Building Contractor's Employees must be transported by vehicle from the Entrance to the relevant building site and back, and between the building site in the Estate for which he is registered.

29. REGISTRATION OF BUILDING CONTRACTORS:

- 29.1 The prescribed application form must be completed and signed by the Building Contractor in order to register with the Managing Agent.
- 29.2 A Building Contractor must be registered with the NHBRC and be a member of the MBA or BIFSA and show proof thereof to the Managing Agent, before he will qualify for registration.

30. CONDITIONS TO COMMENCE BUILDING ACTIVITIES:

The following conditions must be fulfilled prior to commencing with building activities:

- 30.1 Approval of Building Plans by the Trustee Board, Controlling Architect and the Municipality;
- 30.2 Payment of a Builder's deposit as per clause 31.2 to the Managing Agent.
- 30.3 A water connection must be obtained;
- 30.4 Sanitary and drinking water facilities must be provided on the building site;
- 30.5 The Environmental Control Office (ECO) must be notified in writing of the date on which construction activities are to commence;

- 30.6 Before construction of the dwelling can commence a boundary wall must be constructed on the side and back boundaries of the stand.
- 30.7 Boundary walls must be plastered on both sides and an undercoat is required on the outside if shared with an empty neighbouring stand. Face brick walling will not be permitted.

31. BUILDER'S DEPOSIT:

- 31.1 The following amounts, as determined by the Trustee Board from time to time, are payable to the Association or its duly authorised agents, before construction starts:
- 31.1.1 A refundable Builder's deposit – which amount is refundable without interest, subject to condition 31.3 below, after the Trustee Board or its duly authorised agent has been notified of the completion of the work and an occupational certificate has been issued by the Municipality;
- 31.1.2 A non-refundable building inspection fee;
- 31.1.3 A non-refundable amount as will be determined by the Trustee Board from time to time, as a contribution towards the levy fund of the Association, to be used specifically for the maintenance of services in the Estate.
- 31.2 All fees exclude Value Added Tax.
- 31.3 The refundable component may be used by the Trustee Board or its duly authorised agent to recover the cost:
- 31.1.1 To repair any damages to kerbing, sidewalks, street, landscaping or any other property of the Association or an Occupant, caused by the building activities;
- 31.1.2 To remove any rubble, refuse, litter or building material, either during building operations or on completion thereof, left on the sidewalk, street, Private Open Space or any other Erf.
- 31.1.3 The Trustee Board or its duly authorised agent may recover only verifiable actual costs incurred by him or her. A standard cash slip, statement or receipt will serve as proof of the expenses incurred.

32 CONDITIONS DURING BUILDING PERIOD:

- 32.1 All building activities must be performed in such a manner that no damage is caused to neighbouring properties and with as little disturbance and inconvenience as possible to neighbours and other Occupants.
- 32.1 The privacy of the neighbours must be respected at all times and especially where building activities take place adjacent to an existing dwelling.
- 32.2 The following working hours are allowed for a Building Contractor and his or her Employees, and are the only times in which they will be allowed to be present in the Estate:

- Monday to Thursday: 7h00 – 18h00
- Friday: 7h00 – 18h00
- Saturday: 8h00 – 14h00

Sundays and Public holidays are specifically excluded and no work may be done by any Building Contractor or his Employees on these days.

- 32.3 Should it be required to perform building activities outside the normal working hours, an application for permission together with the written consent of all adjacent neighbours, must be lodged with the Trustee Board or its duly authorised agent at least five (5) working days prior to the intended building activity, unless the Trustee Board or its duly authorised agent, in a particular instance, agrees to a shorter period.
- 32.4 The following days will not be seen as normal working days, and building activities may not be carried out on these days:
- Sundays and public holidays
 - a period of 14 days from around the 16th of December until 2 January (both days included)

A Building Contractor may in the discretion of the Trustee Board or its duly authorised agent be allowed to work on these days. The application, together with the written consent of all adjacent neighbours, must be lodged with the Trustee Board or its duly authorised agent at least five (5) working days prior to the intended work, unless the Trustee Board or its duly authorised agent, in a particular instance, agrees to a shorter period.

- 32.5 Building activities must proceed without lengthy interruptions and must be completed within twelve (12) months, or such other period as has been authorized in writing by the Trustee Board or its duly authorised agent, from the date of commencement.
- 32.6 Water points on Private Open Spaces may not be used for construction purposes.
- 32.7 Employees may only be on the building site for which they are registered and may not roam about the Estate. An on the spot fine as will be determined by the Trustee Board will be levied against the Builder.
- 32.8 The Employees may not use private open space or common facility in the Estate as a resting place. The Builder will be levied an on the spot fine as will be determined from time to time by the Trustee Board.
- 32.9 Employees may use only the sanitary and drinking water facilities on site and no other facilities. The Builder must remove sanitary waste weekly.
- 32.10 The Building Contractor must ensure that there are sufficient fire extinguishers on site at all times and no open fires may be lit on the building site.
- 32.11 Where building machinery, equipment or material encroaches onto the sidewalk, into the street or onto a private open space, the Building Contractor must forthwith move the item concerned onto the building site. No machinery, equipment or material may be stored or remain on the sidewalk or in the street without the written permission of the Trustee Board or its duly authorised agent and subject to such conditions as he may impose.

- 32.12 A Building Contractor must ensure that the kerb, sidewalk and street in front of the building site concerned are adequately protected from damage by the building activities and that the street is at all times swept clean.
- 32.13 Vehicles, machinery and equipment may not be cleaned in the Estate.
- 32.14 Sand and building rubble washed away or moved onto the sidewalk, into the street or onto a private open space must be cleaned away forthwith.
- 32.15 Excess material or building rubble may not be spoiled on private open spaces in the Estate;
- 32.16 The building site must be kept as clean as possible of refuse and litter. Refuse and litter must be removed weekly before 15h00 on a Friday and whenever the Trustee Board or its duly authorised agent instructs the Building Contractor to do so. A fine as will be determined by the Trustee Board from time to time will apply to defaulters that continue to disregard the rules.
- 32.17 A zero tolerance attitude will prevail to ensure that chaos will not ensue as a result of non-compliance by the Building Contractor(s).

33 STORAGE SHEDS / HUTS:

- 33.1 A Building Contractor may erect storage sheds/huts within the boundaries of the building site and to a maximum height of 2.4m.
- 33.2 The position of such structures must be indicated on a building site diagram, which must be submitted to the Managing Agent for approval by the Trustee Board before erection thereof.

34 SITE GUARD:

No Building Contractor will be allowed to employ a guard on site outside normal working hours and during normal working hours except with the prior written consent of the Trustee Board or its duly authorised agent.

35 CONSTRUCTION VEHICLES AND DELIVERY RESTRICTIONS:

35.1 The following restrictions apply to construction vehicles allowed into the Estate:

35.1.1 Only non-articulated vehicles without trailers of the following specifications are allowed:

Maximum length:	9.1m
Maximum width:	2.6m
Maximum gross mass:	20,000kg
Maximum axle weight:	8,000kg

35.1.2 Only roadworthy, licensed vehicles will be allowed into the Estate;

35.1.3 Drivers must use the streets and may not take a short cut over other Erven or Private Open Spaces;

- 35.1.4 Vehicles may not be left unattended in such a position that they may cause an obstruction to other road users.
- 35.1.5 Vehicles may not be parked on private open spaces or private properties without the prior written consent of the Trustee Board or its duly authorised agent or the Occupant concerned, as the case may be.
- 35.2 The following general conditions apply to deliveries to a building site:
- 35.2.1 The Building Contractor must brief the drivers of delivery vehicles on the Rules governing deliveries;
- 35.2.2 Delivery vehicles are subject to the general construction vehicle restrictions;
- 35.2.3 The Building Contractor is at all times responsible for delivery vehicles and delivery personnel;
- 35.2.4 Deliveries to building site may take place only from the street frontage of the building site;
- 35.2.5 Deliveries may take place only during normal working hours and on normal working days, provided that a Building Contractor may on application in the discretion of the Trustee Board or its duly authorised agent be allowed to receive deliveries outside normal working hours and days.
- 35.3 The following additional specific conditions apply to concrete deliveries to a building site:
- 35.3.1 Concrete delivery vehicles may be washed only on the building site concerned and spillage and run-off must be contained on that site;
- 35.3.2 Concrete may not under any circumstances be spilt onto sidewalks, street or Private Open Spaces.
- 35.3.3 Spilt concrete must immediately be removed.

PART IV – APPLICATION OF RULES:

NOTE: costs referred to in this clause shall mean such costs as the Trustee Board deem to be reasonable.

36 GENERAL:

If a person fails to comply with a written notice from the Trustee Board or its duly authorised agent to rectify, or desist from a transgression of any of these Rules and such failure persist after expiration of the period specified in the notice:

- 36.1 The Trustee Board or its duly authorised agent may impose the prescribed fine on the person concerned; and/or
- 36.2 The Trustee Board or its duly authorised agent may remedy the failure for the account of the person concerned; or
- 36.3 The Trustee Board or its duly authorised agent may apply for a court order at that person's cost to compel him or her to comply with the notice.

37 CONTRAVENTION OF RULES:

- 37.1 The Trustee Board or its duly authorised agent may furnish the owner or occupier with a written notice, which may be delivered by mail, hand or per email, if any of the Rules are contravened.
- 37.2 The Trustee Board or its duly authorised agent may in their absolute discretion, immediately impose a fine without warning, in case of a serious transgression of the Rules.
- 37.3 If an owner or occupier persists with a particular conduct or if he or she remains in contravention of a rule, after a warning was given, a penalty will be imposed.
- 37.4 The imposition of any penalty in terms hereof shall be without prejudice to and shall not effect and shall be in addition to any other rights available to the Association at law, and in particular it's right to apply for an order compelling any Owner and/or Occupier to comply with these rules.
- 37.5 The penalty for transgression of any rules will be determined by the Trustee Board from time to time plus any cost of action or to rectify;
- 37.6 Any penalty amount payable by an owner and/or tenant to the Association in terms of these rules of conduct shall be deemed an additional levy in respect of the Owner of the erf and shall be added to the member's levy statement and shall bear interest as a levy debt.

38 FAILURE OF OWNER TO MAINTAIN PROPERTY:

If an Owner fails to comply with a written notice from the Trustee Board or its duly authorised agent to repair or maintain his property in a state of good repair as required by these Rules and such failure persists after expiration of the period specified in the notice-

- 38.1 the Trustee Board or its duly authorised agent may impose the prescribed fine on the Owner; and/or
- 38.2 the Trustee Board or its duly authorised agent may remedy the failure for the account of the Owner; and/or
- 38.3 The Trustee Board may apply for a court order at the Owner's cost to compel him or her to comply with the notice.

39 VEHICLES:

If a vehicle is parked, standing or abandoned on any private open space without the consent of the Trustee Board or its duly authorised agent, the Trustee Board or its duly authorised agent may –

- 39.1 impose the prescribed fine on the owner of the vehicle; and/ or
- 39.2 after having given the owner of the vehicle a written notice to remove the vehicle within the period specified on the notice, cause the vehicle to be removed or towed away at the risk and expenses of the owner of the vehicle.

40 BUILDING ACTIVITIES:

40.1 If a Building Contractor fails to comply with a written notice from the Trustee Board or its duly authorised agent to rectify, or desist from a transgression of any of these Rules or to repair any damage caused by him or her buildings activities and such failure persists after expiration of the period specified in the notice –

- 40.1.1 the Trustee Board or its duly authorised agent may refuse him or her entry into the Estate until such time as the breach has been remedied; or
- 40.1.2 the Trustee Board or its duly authorised agent may impose the prescribed fine on the Owner and/or the Building Contractor; and/or
- 40.1.3 the Trustee Board or its duly authorised agent may remedy the failure for the account of the Building Contractor, or
- 40.1.4 The Trustee Board may apply for a court order at the Building Contractor's cost to compel him or her to comply with the notice.

40.2 If an Owner fails to submit Building Plans as required by these Rules, or if a Building Contractor commences building activities before the Trustee Board or its duly authorised agent has certified that the Building Plans, or any deviation or variation there from, comply with the prescribed Architectural Design & Landscape Guidelines

- 40.2.1 the Trustee Board or its duly authorised agent may in writing instruct the Owner within a specified time to demolish or remove any structures so erected; or
- 40.2.2 the Trustee Board or its duly authorised agent may in writing instruct the Owner forthwith to suspend any building activities until such time as the breach has been remedied; and /or
- 40.2.3 the Trustee Board or its duly authorised agent may impose the prescribed fine on the Owner and/or Building Contractor; and/or

- 40.2.4 the Trustee Board or its duly authorised agent may, if the Building Contractor is not an Owner, refuse him/her entry into the Estate until such time as the breach has been remedied;
- 40.2.5 The Trustee Board or its duly authorised agent may apply for a court order at the cost of the Owner to compel him or her to comply with these Rules;
- 40.3 Neither the Trustee Board or its duly authorised agent or the Managing Agent nor the Association accepts any liability whatsoever for any loss sustained by an Owner or Building Contractor as a result of any structures having had to be demolished or removed or any building activities having had to be suspended or the Building Contractor and his or her Employees having been refused entry into the Estate because of a breach of these Rules;

41 ACTION OR DECISION OF THE DULY AUTHORISED AGENT OF THE TRUSTEE BOARD:

- 41.1 An Owner who is dissatisfied with an action or decision of the duly authorised agent of the Trustee Board, may in writing request the duly authorised agent to refer the matter to the Trustee Board for a decision.
- 41.2 The Trustee Board may in its sole discretion designate one or more of its members to meet with the Owner on the matter raised and dispose of it, or to advise the Trustee Board on how to dispose of it.

42 MATTERS RAISED WITH THE TRUSTEE BOARD:

- 42.1 An Owner who wishes to register a complaint with, or to bring another matter to the attention of the Trustee Board, must do so in writing addressed to the duly authorised agent of the Trustee Board and marked for the attention of the Chairperson: The Mentoor Mountain Estate Home Owners Association.
- 42.2 A matter so raised must be included in the agenda of the next ensuing the Trustee Board meeting;
- 42.3 The Trustee Board may decide to let the matter stand over to another meeting to allow its members reasonable time to acquaint themselves adequately with the detail of the matter to be able to take an informed decision on it;
- 42.4 The Trustee Board may in its sole discretion allow the Owner concerned an opportunity to address it on the matter if it requires further clarification to enable it to deal with the matter;
- 42.5 The Trustee Board may in its sole discretion designate one or more of its members to meet with the owner concerned on the matter raised and dispose of it or to report its finding and advise, if any, to the Trustee Board;
- 42.6 An Owner who is dissatisfied with the procedure followed by the Trustee Board in processing a matter raised by him or her or with its decision on the matter, may, subject to the Constitution, raise it at the next ensuing annual general meeting or an ordinary general meeting called for that purpose, or the Owner may declare a dispute.