



Clearview Estate Conduct Rules



The Purchaser acknowledges that he has inspected a copy of the Estate rules of the Company, and that he has satisfied himself as to the contents thereof.

The Purchaser acknowledges that he will abide by these Estate rules and undertake that his dependants and/or guests and/or tenants will also abide by these rules.

The Purchaser further acknowledges that he has inspected:

A Copy of the Architectural Guidelines for the Estate, attached hereto marked Annexure "B" and that he will abide by the Guidelines.

A copy of the Contractor's Code of Conduct attached hereto marked Annexure "C" and that he will abide by the Code of Conduct.

He also undertakes that if he sells the Property or any interest therein, he will make sure that the Purchaser is made aware of these Architectural Guidelines for the Estate and Contractor's Code of Conduct.

The Purchaser undertakes to make arrangements for the payment of all levies due by way of a debit order and undertakes to sign the necessary authorisations upon presentation thereof.

Purchaser Full names: _____

Purchaser ID No: _____

Purchaser signature: _____

Date: _____

Preamble

Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped together or linked, each of them constitutes a separate and independent clause severable from each of the other clauses in regard to all aspects thereof. Accordingly, should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain in full force and effect.

These Conduct Rules have been prepared to assist both new and established residents to appreciate and enjoy the lifestyle that the estate offers and to encourage them to respect the interests and welfare of all who live in Clearview Estate.

The laws of our country, municipal by-laws and the Conduct Rules which govern this community, have to be followed in terms of the law, and it is the Board's responsibility to ensure that these are carried out by all, in the interests of all.

It is in the best interest of all owners and occupants to stay abreast of all developments relating to the Board's decisions and within the property as a whole. This is best achieved by attending meetings and at the very least the Annual General Meeting.

Introduction

The Prime objective of the residents of Clearview Estate by the Developer is to provide an up market quality lifestyle for its residents, and the intention of these rules is the protection of this lifestyle.

The rules have been established in accordance with the Constitution of Clearview Estate Company NPC (RF). They are binding upon all occupants of the Estate and should be read as a whole, even though it consists of 4 distinct Annexures. Any decision taken by the Trustees in interpreting these rules is also binding on all residents and owners.

The registered owners of the properties at Clearview Estates are responsible for ensuring that its members, tenants, visitors, friends and employees abide by these rules.

Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate. General consideration of all residents by and for each other will greatly assist in assuring harmonious relations on the Estate.

In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between them, exercising tolerance and consideration. When a problem cannot be resolved, the matter should be brought to the attention of the Board for arbitration and settlement. Only written submissions will be entertained by the Board.

The decision of the Boards is final and binding in respect of the interpretation of these rules. These rules are subject to change from time to time.

Clearview Estate represents a microcosm of a democratic society in which the participants acknowledge that harmony within this society can only be ensured through the implementation of rules and regulations that are binding upon all and are strictly enforced.

These rules and regulations are determined by the majority of the homeowners and as such it is an inevitable consequence that certain rights and privileges must be sacrificed by the individual in the interest of the majority.

When purchasing a property within the Estate this fundamental principal was duly acknowledge by all purchasers who contractually bound themselves to the adherence of rules and regulations that may be promulgated from time to time.

The principal objectives of these rules is to preserve and enhance security, aesthetics and environment for the common good whilst at the same time protecting the constitutional rights enshrined in the Constitution of South Africa whilst not losing sight of the financial interests of each and every homeowner.

Annexure A

Estate Rules

1 Statutory and General

- 1.1 In addition to the Conduct Rules specifically set out herein, no occupant shall contravene, or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the building or the common areas or so contravene or permit the contravention of the conditions of title applicable to his unit or any common areas pertaining to the Homeowner's Association.

2 Interpretation / Glossary of Terms

- 2.1 These rules are based largely on what is stipulated in the MOI of the estate.
- 2.2 It is expected that the owners/residents have received these rules and ignorance is not an excuse in the eyes of the law and will not be viewed as an excuse in the implementation of these rules.
- 2.3 In the interest of good management, the general responsibility for the administration of Clearview Estate is vested in the Board.
- 2.4 The Board consists of elected Directors who represent all owners of Clearview Estate and are fully answerable to each such owner. The Board is obliged to act in good faith and fiduciary responsibility on behalf of all owners and residents. The Board is authorised by all owners of Clearview Estate to take such action and manage Clearview Estate in such a way as is stipulated in the MOI.

3 Estate Manager / Administrator Position and Duties

- 3.1 The Manager / Administrator/ Administrator will be appointed by the Board whose appointment will be approved of by the Members at the Annual General Meeting.
- 3.2 The Board on behalf of the Company shall enter into an agreement with the Manager, who will be known as the Manager / Administrator of the Estate.
- 3.3 The Manager / Administrator shall perform the duties as set out in a service level agreement which will be determined by the Board from time to time.
- 3.4 The Manager / Administrator will employ on behalf of the Company Garden and Security Service Providers on terms and conditions acceptable to the Board. The costs of these services will be borne by the Company provided same has been budgeted for under its annual budget which has been approved at the Annual General Meeting by the members. The provision of a budget is an essential prerequisite before any expenditure which falls within the discretionary rights of the Board is embarked upon.

4 Estate Rules

- 4.1 It is an express condition of this agreement that the Purchaser shall, immediately on becoming the registered owner of the Property, automatically become a member of the Company and will be bound by the Estate Rules of the Company.
- 4.2 The Company contribution will be applied by the Board of the Company for the development of the common facilities of the association.
- 4.3 For as long as he is a registered owner of the Property, he remains a member of the Company and will be bound by the Estate rules of the Company.
- 4.4 Should he sell the Property, the Seller shall ensure that the purchaser is made fully aware of the conditions of the said Estate Rules.
- 4.5 Prior to transfer, the Seller shall not be entitled to sell, donate, grant any option or pre-emptive right in respect of, alienate or transfer, or in any way deal with the Property without the prior written consent of the Company which shall not unreasonably be withheld.
- 4.6 The Seller shall not transfer the Property or any interest therein, to any person who has not bound himself to the satisfaction of such Company to become a member thereof.
- 4.7 The Seller shall not to make any improvement of whatsoever nature to the Property without the prior written approval of the Company, and any building plans in respect of any improvements to be erected on the erf shall be subject to the prior written approval of the Company.
- 4.8 The Seller shall sign all such documents and do all such things as may be reasonably necessary for purposes of imposing the conditions relating to the Company.
- 4.9 The Purchaser acknowledges that he is aware of the fact that:
 - 4.9.1 He has taken special note of the Estate Rules in regard to the stipulated building period.
 - 4.9.2 He will be liable to pay his levy being his pro rata share of all the costs incurred by the Board of the Company in promotion of its objectives in terms of the Estate rules of the Company he will be liable to pay all levies and all contributions to the fund established by the Board of the Company as from the occupation date.
- 4.10 The Purchaser further acknowledges that he has inspected a copy of the Estate rules of the Company, and that he has satisfied himself as to the contents thereof.
- 4.11 The Purchaser acknowledges that he will abide by these Estate rules and undertake that his dependants and/or guests and/or tenants will also abide by these rules.
- 4.12 The Purchaser further acknowledges that he has inspected:

- 4.12.1 A Copy of the Architectural Guidelines for the Estate, attached hereto marked Annexure “B” and that he will abide by the Guidelines.
- 4.12.2 A copy of the Contractor’s Code of Conduct attached hereto marked Annexure “C” and that he will abide by the Code of Conduct.
- 4.12.3 He also undertakes that if he sells the Property or any interest therein, he will make sure that the Purchaser is made aware of these Architectural Guidelines for the Estate and Contractor’s Code of Conduct.

5 Binding Nature

- 5.1 The provisions of these Conduct Rules and the duties of the owner in relation to the use of common property shall be binding on the owner or any lessee or other occupant of the unit, and it shall be the duty of the owner to ensure compliance with the rules by his/her lessee or occupant including employees, guests and any member of his/her/its family, guests or employees of his lessee or his occupant.

6 Conditions of Title

- 6.1 The Seller shall ensure that, in addition to all other conditions of title, the following, or substantially similar, conditions of title be inserted in the Title Deed in terms of which the Purchaser takes title to the Property:
 - 6.1.1 “Every owner of the Property or any person or body with any interest therein shall become and shall remain a member of the “Clearview Estate Company NPC (RF) and shall be subject to the constitution of the Company until he ceases to be an owner as aforesaid. Neither the Property, nor any subdivision thereof or any interest therein shall be transferred to any person who has not bound himself to the satisfaction of the Company to become a member of such Company.”
 - 6.1.2 “The owner of the Property or any person or body with any interest therein, shall not be entitled to transfer the Property or any subdivision thereof or any interest without a clearance certificate from the Company that the provisions of the Constitution of the said Company have been complied with and that all outstanding levies have been paid”.
 - 6.1.3 Any Sub-division of stands, or section title units that are established within the Estate, shall be charged the standard levy per unit established.

7 Owners / Residents Responsibilities and General Good Conduct / Neighbourliness

- 7.1 Each owner/resident has the responsibility to act in good faith towards the Board and other owners/residents of Clearview Estate.
- 7.2 Each owner/resident of each section shall observe the etiquette of community life and ensure that no behaviour or activity will cause irritation, inconvenience or disturbance to any of the other owners/residents of Clearview Estate, or to staff or contractors employed by other owners/residents or by the Board
- 7.3 The common property of Clearview Estate, taking the rules, common law and statutes into consideration, is provided for the use and enjoyment of all owners/residents
- 7.4 Occupants are responsible for the conduct of their family, guests and domestic staff.
- 7.5 An occupant shall not:**
- 7.5.1 Use his Erf, or permit it to be used, for any purpose, which is injurious to the reputation of the Company
- 7.5.2 Shall not use his unit, or use any area or any other part of the common property or permit it to be used, in such a manner as to be a nuisance to any other owner, or injurious to the good name and reputation of Clearview Estate.
- 7.5.3 Keep any object, or do anything on the common areas, after notice in that respect from the Board of Directors is received
- 7.6 Firearms (unless for reasons of security), including pellet and BB guns, may not be discharged on any part of the property.
- 7.7 No stones, or other solid objects, may be thrown on the common area.
- 7.8 Should an owner/occupant, his family, his tenants, his domestic staff, his guests or visitors cause any damages of whatsoever nature to the common area, the owner shall be liable to reimburse the Company for the cost of repairing such damage.
- 7.9 All suggestions and constructive criticism are welcome. However, only those submitted in writing to the Directors shall be acted upon.
- 7.10 An owner:**
- 7.10.1 Shall not make alterations, additions and the like which are likely to impair the stability of the building or the use and quality of enjoyment of other units on the estate or any common property areas.
- 7.10.2 Shall not, when the purpose for which a unit is intended to be used is specified, use, or permit such an area to be used, for any other purpose, except with the prior written consent of the Board

- 7.11 Shall not construct or place any structure or major building improvement on his area without the prior written consent of the Board.
- 7.12 Any business activity or hobby which could cause aggravation or nuisance to fellow residents may not be conducted from any property. This includes auctions and jumble sales.
- 7.13 The volume of music or electronic instruments, partying and the activities of domestic help should be kept at a level so as not to create a nuisance to neighbours.
- 7.14 A member will not do or suffer to be done on the property anything which in the opinion of the Company is noisy, unsightly, objectionable and detrimental or a public or a private nuisance or any sort of damage or disturbance to any owner or lessee in the Estate.
- 7.15 No quad bikes or motor bikes may be used in the Development, except to enter and exit the Estate.
- 7.16 The garden maintenance, and the use of lawn mowers, (electric mowers are preferred), should only be undertaken between the following hours:
- Weekdays 07:00 – 18:00
 - Saturdays 08:00 – 13:00
 - Sundays and public holidays 09:00 – 13:00,
- 7.17 Washing lines must be suitably screened from neighbouring properties.
- 7.18 Refuse, refuse bins, garden refuse and refuse bags may only be placed on the pavement on Mondays, Wednesdays, and Fridays.
- 7.19 Advertisements or Public Material may not be exhibited or distributed.
- 7.20 Businesses that cause an increase in vehicular traffic must be approved by the Board and may result in the imposition of an increased levy to cover any excessive wear and tear that may result.

8 Use of the Streets

- 8.1 The streets of Clearview Estate are for the use of all residents, whether they be on foot, roller skates, bicycle, motor cycle, trucks, delivery vans or cars. Please note that cars are considered to be part of the street environment. Only legally licensed drivers will be permitted.
- 8.2 The speed limit is restricted to 40 km per hour, throughout the estate. Appropriate measures will be taken from time to time to enforce the speed limit and complaints to the Board will be considered in a serious light.
- 8.3 Save for the above, the Gauteng Road Traffic Ordinance, regarding road and street usage will apply.

- 8.4 Parents are responsible for ensuring that their children are kept off the streets, and are kept under control at all times, particularly toddlers and children under the age of 12 years.
- 8.5 8.5 Engine powered vehicles e.g. cars and motorcycles are only permitted to drive on the streets of the Estate.
- 8.6 The use of motorcycles or other vehicles with noisy exhaust systems, except for entering or exiting from the Estate, is prohibited.
- 1.7 Un-roadworthy vehicles are not allowed on the Estate.
- 8.6 Unlicensed drivers will not be allowed on the roads under any circumstances. All forms of reckless driving will be investigated and if misconduct is found a fine in accordance with the fine schedule shall be imposed.
- 8.7 Parents are required to ensure that their children are made aware of the dangers relating to the use of the streets and will be held responsible for their children's safety.
- 8.10 Any offender/person responsible for the offender's action shall be given seven (7) days within which to rectify the damage failing which the Board, shall be entitled to effect the necessary repair and recover all amounts so expended from the relevant offender/person responsible for the offender's action.
- 8.10 Visitors and residents using the common property parking areas may do so for a maximum period of twelve (12) hours unless expressly authorised by the Board or its authorised representative to use such parking areas for any longer period.
- 8.11 The Board or its authorised representative shall be entitled to clamp the wheels of vehicles that have parked or stopped in contravention of the provisions of these rules and to apprehend and fine the person/s accordingly.

9 Architectural Standards

- 9.1 All building plants shall be in accordance with the Architectural Guidelines (attached hereto marked Annexure “B”) applicable to the Estate, and must be approved by the Company. This requirement is also applicable to major additions and alterations to existing structures and dwellings. Plans will not be approved by the city council unless previously approved by the above sub-committee.

10 Maintenance

- 10.1 Each owner/resident has the general responsibility to maintain and keep the exterior of their unit in good repair and condition, whilst the maintenance of common area and walls is generally a responsibility of the Board
- 10.2 Each owner/resident is required to keep their unit in a clean and habitable condition, which specifically includes the responsibility for painting of walls and surfaces and maintaining all drains.
- 10.3 An owner may make or allow his tenant to make certain alterations to the interior of a unit, which cannot be viewed from the outside.
- 10.4 All buildings on the property, including all walls, fences, gates and other structures, as well as gardens and courtyard areas exposed to public view, must be maintained in a neat and tidy condition, and in a state of good order and repair.

11 Plumbing

- 11.1 Any plumbing within the area of each unit is for the responsibility of the owner.
- 11.2 The Board must be notified of any leaks or problems in the common property area, particularly if an owner notices anything along the water, municipal lines, or electric fence.

12 Damage, Alterations or Additions to the Common Property Exterior

- 12.1 Request for consent to major alterations must be made in writing to the Board, and must be accompanied by plans and specifications in accordance with council submission requirements. All relevant information such as the dimensions, elevations and sections and location of the proposed alteration, addition or decoration must be clearly visible.

- 12.2 No alterations or additions to the exterior of the portions shall be under taken by a owner without the written approval of the board, which shall not be unreasonably withheld.
- 12.3 All exterior paint work must conform to the Company stipulated colours of the scheme which are stipulated as earthy colours with the exclusion of white. The use of any other colour in order to create a focal point shall be applied for in writing to the Board for approval. Failure so to do may result in the repainting of the specific are at the cost of the owner/occupier.
- 12.4 Use of Zozo huts / Wendy houses or tool sheds for human accommodation is strictly prohibited.
- 12.5 The owner or occupier of a portion shall not place or do anything on any part of the common property, including balconies, patios and gardens which, in the discretion of the board is aesthetically displeasing or undesirable when viewed from the outside of the portion.
- 12.6 An owner/tenant of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the Board,
- 12.7 An owner/occupant (including his successor in titles) of a unit shall be obliged to maintain all alterations, additions and/or decorations made by him to the exterior of his unit at his cost in a state of good repair, and attractive condition.
- 12.8 If an owner/occupant of a unit fails to comply with these provisions and such failure persists for a period of 30 (thirty) days after written notice to repair or maintain is given by the directors or the Estate Manager, the Board shall be entitled to remedy the owner's failure in such a manner as they deem fit, and to recover the costs of doing so from such owner. Such costs incurred will be added to such owners levy statement issued at the end of the month.
- 12.9 Notwithstanding any approval granted by the Board in writing, no alteration, addition or decoration to the interior of a unit may be undertaken until any permit or approval from the necessary authority has been obtained, in particular the offloading of sand and bricks on the pavement. It is the duty and responsibility of the owner/occupant of the unit concerned to obtain such necessary permit or approval from the relevant authority.
- 12.10 Should any alteration/addition or decoration obstruct any employee or contractor of The Board from performing any work on the common property or common services, the owner/occupant concerned shall be liable for any additional costs incurred by the Board in the performance of such work. Such costs incurred will be added to such owner's levy statement issued at the end of the month
- 12.11 An owner/occupant of a unit may not interfere with electrical installation and plug points in the unit unless such work is undertaken by a licensed electrician who is capable of immediately issuing a valid electricity certificate in relation to the work done.

12.12 In the event of a contractor damaging any part of the common property whilst performing work for a specific owner/occupant or for the Board, this damage will be inspected by the Board and/or Estate Manager / Administrator and recorded in writing and signed by the owner/occupant or the contractor, as well as a Director. Should it become apparent after completion of the work that the contractor and/or any other person employed by the owner/occupant concerned is responsible for the damage that has been caused, that owner shall be responsible to the Board for the cost of any repairs required.

13 Signs and Notices

13.1 No owner/occupant of a section may place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the prior written consent of the Board first having been obtained. The affixing of any notice or advertising board on the exterior wall of the complex is strictly prohibited.

14 Littering

14.1 An owner or occupier of a portion shall not deposit, throw, or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

14.2 If any child, occupant or visitor infringes the provisions of 14.1, the owner/occupant, as the case may be, shall be responsible therefore.

14.3 The Board may, without notice, employ the services of a contractor of their choice to dispose of and clean such litter as is specified in sub paragraph 14.1 and is hereby authorised to hold such owner and/or tenant liable for the costs so incurred.

15 Refuse Disposal

15.1 An owner or resident of a portion shall:

15.1.1 Maintain in a hygienic and dry condition, a receptacle bin for refuse within his portion or on such part of the common property as may be authorised by the board in writing.

15.1.2 Ensure that before refuse is placed in the receptacle bin, it is securely wrapped, preferably in plastic and in the case of tins or other containers, completely drained.

15.1.3 Or for the purpose of having the refuse collected - place such receptacle bin within the area and at the times designated by the board in writing.

- 15.1.4 When the refuse has been collected, promptly return such receptacle bin to his/her portion or to other areas referred to in the rules.
- 15.1.5 At all times comply and adhere to the Municipality of Mogale City (or its successor in title) regulations regarding refuse.
- 15.2 An owner/occupant is responsible for their particular refuse. An owner will immediately arrange for the removal, at his/her own cost of garbage or any item that cannot/may not be dumped in the receptacles supplied by the municipality. Should such dumped refuse, garbage or item not be removed immediately, or on 24 hours' notice, the Board is hereby unconditionally authorised to have such garbage, refuse or item removed and the costs of such removal will be indicated on the statements supplied by the Board to such owner/occupant at the end of that month.
- 15.3 The dumping of refuse and garbage or any building materials or any other item whatsoever on the common property is strictly forbidden.

16 Storage of Flammable Material and other Dangerous Acts

- 16.1 Flammable, or other dangerous material or articles, may not be brought onto the common areas.
- 16.2 An owner/tenant shall not store any material, or permit or allow to be done, any other dangerous act in the building or on his area or the common property which will, or may, increase the rate of the premium, or refute claims payable by the Board on any insurance policy.

17 Environmental Management

- 17.1 No rubble or refuse should be dumped or discarded in any public area, including the streets and side-walks.
- 17.2 Residents and their guests are urged to leave any open spaces they visit in a cleaner condition than that in which it was found. Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.
- 17.3 Residents are encouraged to maintain trees, plants and shrubs that have been planted on their pavements by the Company.
- 17.4 Residents are encouraged to maintain a high standard of garden in the Estate but especially on street frontage and pavement areas.
- 17.5 Residents should ensure that declared noxious flora are not planted or allowed to grow in their garden, and existing to be removed.
- 17.6 Swimming pool water may not be emptied onto to streets but must be discharged into the storm water drainage system.

- 17.7 Vacant stands must be kept clean on a regular basis to the satisfaction of the Company, and if not maintained, the Company reserves the right to clean the stand at the owner's expense.
- 17.8 The resident's use of any open space areas is done entirely at their own risk at all times.
- 17.9 No claims for damages whatsoever nature or from whatsoever cause arising.
- 17.10 No plant or flower may be picked from nor any damage caused to the garden areas on the common property and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way without the prior written consent of the board.
- 17.11 The board shall be responsible for the mowing of lawn areas and the trimming of edges of common property but the responsibility for the upkeep and maintenance of the garden areas within the portions shall rest with owner or occupier.
- 17.12 It remains the responsibility of each owner/occupant to keep their common area gardens neat and tidy
- 17.13 Each owner must allow access to their particular gardener/garden service to mow the lawn and to do regular maintenance of their garden. The gardener/garden service must adhere to these Rules
- 17.14 Owners may display pot plants outside his unit and are responsible for the upkeep of plants outside their unit
- 17.15 No receptacle may be left outside that can collect water and therefore assist in the breeding of mosquitoes or other insects.

18 Streetscape Appearance

- 18.1 The collective pride of the Estate is dependent upon the contribution of every owner to create a neat and pleasing streetscape.
- 18.2 Each stand owner is responsible for maintaining the area between the kerb and the boundary of his property in a clean and pleasing condition.
- 18.3 Garden fences and/or walls and outbuildings forming part of the street scape should be regularly maintained and painted where necessary. The Company has the right to effect repairs at the cost of the owner should it be considered necessary.
- 18.4 Caravans, trailers, boats, equipment, tools, engine and vehicle parts as well as accommodation for pets, should be located out of view and screened from neighbouring properties and the streets.
- 18.5 Building material may not under any circumstances be dumped on the sidewalks. No trees, plants or sidewalk lawn may be removed without the permission of the Company.

- 18.6 Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
- 18.7 Gardens must be kept neat and tidy at all times failing which the Company shall have the right to clean the garden at the owner's cost.

19 Noise

- 19.1 Owners/occupants are to ensure that any activity carried out on their premises and on any common property area does not cause a disturbance to any fellow owner/occupant of the Company
- 19.2 No hobbies or any other activities of recurring character, causing undue noise or nuisance to other occupants may be conducted.
- 19.3 Building/renovating activities causing a noise are only allowed to take place on Mondays to Fridays between 07h00 to 17h00. Such work is permitted provided that it is performed in moderation and does not unreasonably interfere with the use and enjoyment of an owner/occupant at his/her unit or the common property.
- 19.4 Building/renovating activities may not take place on Saturdays, Sundays or public holidays.
- 19.5 Occupants must endeavour to maintain a noise free period on Sunday to Thursday between the hours of 22:00 and 06:00 and on Friday and Saturdays between the hours of 23:00 and 07:00.
- 19.6 Radios, musical Instruments, televisions and all other sound producing devices may not be played or used in such a manner as to cause a disturbance to any other owner/occupant or as to interfere with the other owner/occupant's enjoyment of their sections or of the common property. No such devices may be used or played on common property at any time.
- 19.7 Owners/occupants will advise all neighbouring owners/occupants in advance whenever parties are to be held at their units.
- 19.8 Owners/occupants will ensure that their children and visitors comply with the foregoing and will remain responsible for all actions in regard to the noise of any such children or visitors.
- 19.9 No excessively loud exchanges between owners/occupants will occur at any time between residents or from the common property.

20 Children and Families

- 20.1 Parents and their agents/child carers are responsible for children's behaviour in each unit and in the common property areas.
- 20.2 Toys, bicycles and the like may not be left where they will interfere with traffic or where they may cause a hazardous situation.
- 20.3 Each parent and child carer is responsible to ensure that all toys, bicycles and the like are returned to their respective units after children have finished using them, or these will be removed by security/the Board and owners.
- 20.4 All rules pertaining to the etiquette of community life must be upheld in the controlling of children living in or visiting the Estate.
- 20.5 Owners/occupants must properly supervise their children, their children's friends and children of their visitors so that no provision of these Rules is infringed by such children and that no damage or nuisance is caused to any owner/occupant, to the property of any owner/occupant or to the common property.
- 20.6 In particular, and without affecting the generality of these Rules, children will not damage, deface or interfere with the plants, decorations, signs, name plates, fire hydrants, exterior lighting, main gate and its motor, electrical fences and will not enter an unoccupied section or climb onto any roof or any walls surrounding Clearview Estate for each unit.
- 20.7 Owners/occupants will be held liable for any damage caused by their children, their children's friends, the children of their visitors and in particular drawing or painting on or defacing of walls or driveways will not be tolerated. The walls will be cleaned and the amount will be added to the owner's levy.
- 20.8 As a caring community every effort will be made to ensure that family violence will not be tolerated in any manner or form. As such the provisions of legislation intended to ensure the safety of all family members and in particular the safety of children must be adhered to and the Board reserves the right to act within the provisions of the law and to invoke the provisions of *inter alia* the Child Care Act as well as the Domestic Violence Act where necessary.

21 Animals, Reptiles and Birds

- 21.1 The local authority by-laws relating to pets will be strictly enforced at all times subject to the following:
 - 21.1.1 No owner/resident occupant shall keep a pet within the Erf or on the common areas within the Township without having obtained the prior written consent of the Directors.

- 21.1.2 Residents may not keep more than three dogs and one cat on their property, without the written permission of Clearview Estate Company NPC (RF). The local authority by-laws relating to pets will be strictly enforced.
- 21.1.3 Excessive barking will not be tolerated and should the animal prove to be nuisance then the Company reserves the right to request the resident to remove his pet. Likewise the Board may, after instituting the appropriate disciplinary measures, require the pet to be removed from the Estate.
- 21.1.4 All dogs must be immunised against rabies. Certificates evidencing compliance must be produced and submitted when seeking authorisation to keep particular pets.
- 21.1.5 For reasons of hygiene and preventing the transmission of communicable diseases as well as considerations of animal welfare, the keeping of livestock or the slaughter thereof shall be strictly prohibited. Failure to comply with this requirement shall entitle the Board to take whatever action necessary to ensure compliance with this provision and the owner or tenant or occupant guilty of this provision shall be liable for a fine of R 5000,00 per offence.
- 21.1.6 Poultry, pigeons, aviaries, wild animals may not be kept on the Estate.
- 21.1.7 Pets are not permitted to roam the streets and dogs must be kept on a leash in all public areas at all time.
- 21.1.8 Should animal excrement be deposited in a public area, including the road or pavement, the pet owner shall be responsible for the immediate removal thereof.
- 21.1.9 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner.
- 21.1.10 Stray pets without identification tags will be apprehended and handed to the Municipal Pound and/or SPCA.
- 21.1.11 The Company reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.
- 21.1.12 Each owner/resident has a responsibility to ensure that his/her pets are not the cause of disturbance or nuisance to other owner/residents of Clearview Estate.
- 21.1.13 Owners/occupants are responsible for the immediate removal of any fouling of the streets or pavements by their pets. Should the owner/occupant responsible for the pet, not immediately remove all mess left by such pets, the Board is authorised to arrange for the removal of such excrement or mess and to add the cost thereof to the monthly statement supplied to the owner/occupant..
- 21.1.14 Pets such as service animals for handicapped persons are also allowed and this said pet must be authorised by the Board and is limited to one per unit unless otherwise agreed by the Board.

21.1.15 Where the Board has not given permission for any owner/occupant to keep a pet, such pet shall be removed from Clearview Estate within 5 days' notice of such revocation being delivered to the section concerned, failing which such pet may be removed by the SPCA at the request of the Board and may hold the owner liable for costs thereof. Such costs incurred will be added to such owner's levy statement.

21.1.16 Owners/occupants will at all times, whether they are at Clearview Estate or absent from Clearview Estate, arrange for their pets and service pets to be fed and cared for. The Board is authorised to, should an owner/occupant not care or feed a pet or service pet, arrange for a person/persona to feed and take care of the pet and the costs thereof will be added to the monthly statement supplied to the owner/occupant.

21.1.17 The feeding of stray animals at any of the premises and common property is forbidden.

21.1.18 Any other contravention of the rules not relating to the keeping of livestock and slaughter thereof may result in a fine being levied which will be decided by the Board from time to time and notice shall be given to any change to such fines.

22 Eradication of Pests

22.1 An owner/occupant must keep his unit free of white ants, borer, other wood destroying insects and all pests, and to this end, shall permit the Board, the Estate Manager / Administrator and their duly authorised agents or employees, to enter his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating of any such pests as may be found within a section, replacement of any woodwork or any other material forming part of such section which may be damaged by any such pests will be borne by the owner of the section concerned. The Board is hereby authorised to arrange for the repair of such damage and to add the cost thereof to the monthly statement issued to the owner.

22.2 The owner/occupant is only responsible for the eradication of pests within his unit.

23 Vehicles / Trailers / Quad Bikes / Caravans / Boats or any Similar Vehicles or Storage

23.1 A speed limit of 40 km/h shall be observed on the common area roads at all times.

23.2 The streets of Clearview Estate are for the use of all occupants, whether it be on foot, bicycle, motorcycle or cars.

23.3 Vehicles shall not be driven within the common area in a reckless manner that creates a nuisance or is considered by the Board not to be in the interest of safety.

- 23.4 Hooters shall not be sounded within the common area other than in emergencies.
- 23.5 Vehicles may be parked only on such areas as are specifically indicated or approved by the Company for that purpose and in such a way that the flow of traffic and access and egress from units is not obstructed. Should a vehicle be parked in a manner that causes obstruction, the vehicle may be towed away and impounded at the expense of the owner of the unit being visited.
- 23.6 Damaged vehicles, vehicles that are not in general use, vehicles that drip oil or any other substance or those are not roadworthy may not be parked on the common area at any time.
- 23.7 Should any spillage as specified above occur, the owner responsible for this vehicle, be it his/her own or a tenant or visitor's vehicle will immediately clean any sign of such spillage.
- 23.8 In the event that spillage is not cleaned after 24 hours' notice, the directors are hereby unconditionally authorised to arrange for cleaning thereof and all associated costs will be added to the statement supplied to the owner/occupant at the end of the month.
- 23.9 No trucks, caravans, quad bikes, trailers, boats or other heavy vehicles may be parked on any portion of the common area without the prior written consent of the Directors. Any of the above mentioned shall be registered with the Directors and display the unit number of the occupant. The Directors may instruct that any of the above vehicles parked, standing or abandoned on the common areas in contravention of these Rules be removed or towed away, at the risk and expense of the owner.
- 23.10 No occupant or person may dismantle or effect repairs to any vehicles on any portion of the common property.
- 23.11 Car and house alarms that are triggered must be attended to immediately. Should the owner of the vehicle and house be absent from Clearview Estate, and the vehicle alarm causes a disturbance to the occupants of Clearview Estate, the Directors will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the owner.
- 23.12 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall be attached to the Homeowners' Directors or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming to be such, may suffer.
- 23.13 An owner or occupier of an Erf in the Estate shall not be entitled to create or construct any additional parking on such Erf without having obtained the prior written consent of the Directors.
- 23.14 Pedestrians shall have right of way at all times.

- 23.15 No vehicle in excess of two tonnes is allowed to be parked overnight by homeowners or their visitors.
- 23.16 Parking on pavements and lawn areas is prohibited
- 23.17 Motorists shall drive with extreme caution at all times.
- 23.18 No unlicensed vehicles or drivers shall be permitted into the Estate.
- 23.19 No owner/tenant shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the directors in writing. The Board may withdraw their consent in writing on any good reason or cause
- 23.20 All vehicles on the premises will be operated and parked with regard to the best interest of all other owners/occupants and will in no way cause a disturbance or inconvenience to any other owner/occupants.
- 23.21 Under no circumstances, except with specific written permission of the Board, will public transport be allowed into Clearview Estate (i.e. taxis, buses, etc.)
- 23.22 Damaged vehicles and vehicles that are not in general use or are not roadworthy may not be parked on the common property without the written approval of the directors.
- 23.23 Any rules relating to vehicle ownership that are breached will result in the owner of the unit receiving a fine which will be added to such owner/occupant's levy statement at the end of the month. This amount may change from year to year.

24 Laundry

- 24.1 Laundry may only be placed to dry on and at washing lines that must be specifically erected for that purpose and at no other place visible to anyone in the common area.
- 24.2 Under no circumstances may washing and other articles be hung over outside walls. Failure to comply with this provision may result in a fine being imposed.

25 Selling and Letting of Property

- 25.1 The concept of the Estate imposes certain restrictions on the manner in which Estate Agents may operate in Clearview Estate. In order to ensure that the rules which are peculiar to Clearview Estate, and which regulate ownership and occupation of the Estate, are made known to new occupants the following rules relating to the selling or letting of property shall apply:

- 25.1.1 It is the express responsibility of each owner or his agent to inform the Board and the Estate Manager / Administrator of Clearview Estate that he is intending to sell the Unit.
- 25.1.2 Upon selling their unit, the owner or his agent must provide the Board and its Estate Managers with the full details of the buyer.
- 25.1.3 The owner must ensure that his/her appointed agent informs the buyer/tenant about and hands the buyer/tenant a copy of the Memorandum and Incorporation of Association as well as a copy of the rules, as well as any other regulations applicable at the time.
- 25.1.4 A clearance certificate must be obtained from the Board of Directors prior to the registration of transfer into the name of the Purchaser.
- 25.1.5 Any approval granted to the Seller (in case of sale) or Lessor, prior to the time of sale or lease must be communicated to the Purchaser or Lessee at the time of purchase or lease, failing which the Purchaser or Lessee will have recourse against the Seller or Lessor.
- 25.1.6 All occupants of units and other persons granted right of occupancy by any owner of the relevant section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy
- 25.1.7 For security reasons, all owners/occupants must provide the Board with names, identity/passport numbers and contact details of each occupant.
- 25.1.8 All owners must ensure that occupants receive a copy of these Conduct Rules, and the Board shall receive a signature from each owner/occupant to confirm delivery hereof to such occupant.
- 25.1.9 It is agreed that each owner will include in any lease agreement which he/she signs with any prospective or current occupant, a clause stipulating that any continued or repeated breach of the Conduct Rules will indeed be a breach of the lease agreement and may result in the cancellation thereof. These Conduct Rules must be attached to all lease agreements between owners and prospective lessees/occupants as an addendum to the lease agreement.

26 Security

- 26.1 The security is the collective responsibility of all owners/residence who are called upon to recognise that the security guards are carrying out a difficult and dangerous function. Under no circumstances may security personnel be abused, disrespected, obstructed and/or distracted from their duties.
- 26.2 Security at the gate must be adhered to at all times. Under no circumstances may residents or any other person other than the Security personnel or members of the Trustee Committee be allowed into the Gate House.

- 26.3 The system for permanent workers and temporary workers must be conscientiously enforced by every owner with respect to people in his/her employ.
- 26.4 All owners 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.
- 26.5 All owners must ensure that contractors in their employment adhere specifically to the security stipulations of the Contractors Code of Conduct. (Annexure "C")
- 26.6 All attempts at burglary or instances of fence jumping must be reported to a member of the staff, and/or Security sub-committee.
- 26.7 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 formal ID cards.
- 26.8 It is advisable that all residents to install a home security system as soon as possible after taking Occupation of their homes, and to link the system to a response company.
- 26.9 The Estate will be managed by security 24 hours a day, and patrolled on a random basis.
- 26.10 The security centre at the gate gatehouse should be advised in advance of pending arrival of visitors where possible, in particular details of vehicle registration numbers and property to be visited should be provided.
- 26.11 New occupants (owners/residents) must advise the Security Supervisor on duty of their home telephone and cellular phone numbers and address to enable Security to make telephone contact for permission to allow visitors to access to the residence.
- 26.12 Ad hoc domestic workers may be granted access with the permission of the Board and the occupant.
- 26.13 All contractors or maintenance personnel coming to individual units might have to sign the Access Control Register, and be announced to the occupant before they are granted access.
- 26.14 The Security Officers must ensure that all incidents are recorded in the Occurrence Book.
- 26.15 The Security Officers must perform patrols on a regular basis and it must be recorded in the Occurrence Book. They must carry and use the portable radios. The Security Officers must inspect the electric fence for damage during their patrols.
- 26.16 The Security Officers must ensure that no hawkers, vagrants or any other undesirable or suspicious persons are allowed at the access point, inside the premises or pavement outside Clearview Estate.
- 26.17 In the event of an alarm activation on the electric fence, they must press the panic Button and inform their Control Room immediately.

- 26.18 When a problem occurs, contact the Control Room to dispatch an Inspector and if necessary notify the security company immediately.
- 26.19 Under no circumstances will owners or occupants be allowed to leave keys and/or gate remotes with the Security Officers.
- 26.20 The Security Officers may not show or accompany visitors to any units that are on sale or for rent.
- 26.21 The Security Officers are not allowed to take instructions and orders from any owner or occupant, apart from the Board. If an owner or occupant has an issue or request, they need to discuss it with the Board.
- 26.22 If an occupant has an electrical problem at their unit, the Security Officer cannot check the electrical box. One of the Directors together with the occupant will inspect the electrical box to see if that particular unit has tripped the Circuit Breaker
- 26.23 They must allow and guide the armed response vehicles within Clearview Estate and they must make a note in the Occurrence Book.
- 26.24 Every occupant must ensure that his or her visitors, domestic workers and delivery persons to adhere to security protocol.
- 26.25 Each owner shall provide the Directors with a list, which is to be regularly updated, reflecting the occupant's telephone numbers and car registration numbers of vehicles permitted to regularly park in Clearview Estate.
- 26.26 The distribution of keys, tags and remotes of the main gates, other security items and individual units to employees and/or other persons is to be strictly controlled.
- 26.27 The owner is responsible for the retrieval of these items in the event of an employee leaving his employ.
- 26.28 The owner/occupant so distributing keys, tags and remotes for the main gate and/or any other gate, other security items and individual units will remain liable for any damages caused by the negligent distribution of such items which will include, but not be limited to the following:
- 26.28.1 Only visitors and contractors who have been positively identified by an owner/occupant shall be allowed access into Clearview Estate.
- 26.28.2 It is the responsibility of each owner/occupant to ensure that security is not breached.
- 26.28.3 Whilst the Board have taken certain security measures, it remains the responsibility of each owner/occupant to ensure the security of his person, family, unit and/or possessions.
- 26.29 It is specifically recorded that neither the Board, nor agent or employee of the Board will incur any liability for a breach of security or any loss as result thereof.
- 26.30 The following is pertinent to the security company's standing orders:

- 26.30.1 The Security Officers must ensure that during their shift, strict access control is performed.
- 26.30.2 Visitors must use the intercom to speak to the security guard, who will then contact the required unit number by cell phone or telephone. The occupant will either grant / reject access by verbally instructing the security guard.
- 26.30.3 Visitors might have to complete the Visitor's Access Control Register.
- 26.30.4 If the occupant's contact number is not given to the Security Company or if the intercom is not operational, then the visitor must call the occupant to come and fetch them from the gate. The occupant must contact the Estate Manager / Administrator to ensure that their contact numbers are given to the security company.
- 26.30.5 Should an occupant not answer or not agree to access, access is to be categorically denied.
- 26.30.6 Occupants without either a gate remote or an occupant sticker must be regarded as a visitor.
- 26.30.7 Access to and vacating from the Estate by removal companies may only take place at the following times:
 - 26.30.7.1 Monday to Friday: 06h00 to 17h00
 - 26.30.7.2 Saturday: 07h00 to 13h00

27 Tenants, Visitors, Contractors and Employees

- 27.1 In the final analysis, the responsibility of enforcing the Estate Rules, rest with the Owner.
- 27.2 Should any owner let his property to a third party then the owner shall notify the Board in writing in advance of the occupation date and shall provide information relating to the prospective tenant, which shall include the name, surname, identity/passport, vehicle registration number and period of such lease. The owner shall inform the tenant of these rules as well as any ancillary rules and procedures and shall ensure that the tenant signs for a copy of these rules. Proof of such receipt must be forwarded to the Board within a reasonable time failing which a fine of R1 000,00 for a first offence and R2 000,00 for every subsequent offence thereafter shall be levied
- 27.3 The occupants 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 Estate Rules.
- 27.4 All owners must ensure that contractors in their employment have agreed to and signed the Contractor's Code of Conduct (Attached hereto marked Annexure "C") prior to commencement of work, and that they adhere to the stipulations of the contract at all times.

28 Control Register

- 28.1 Visitors must park in such a manner so as to prevent obstructing owner / occupant access at the gate.
- 28.2 All domestic workers must complete the Access Control Register (Name, Unit, Contact number, time in and out). Each domestic worker will have a name tag with an ID photo. The domestic worker must only be granted access if their identity matches the name tag. The domestic worker must display the name tag at all times. The domestic will hand in their name tag at the end of their shift. Please report any domestic workers that don't have a name tag to the Security Guards. All domestic workers are required to wear the reflective jacket provided and purchased by the homeowner carrying the identity of the employers' stand number when entering and exiting the Estate.
- 28.3 Occupants must collect their post from the guard house. The Security Officers will not be held liable for missing deliveries.
- 28.4 Any occupants having issues with their gate remotes must personally have the attended to.
- 28.5 No person will be allowed to enter the Estate without the prior authorisation from the owner which shall be sought by security upon entry. If there is no response no entry shall be given unless such entry is necessitated by law.

29 Domestic and Private Staff

- 29.1 An owner or occupier of a unit shall be responsible for the activities and conduct of his private employees, specifically and especially house keepers, contractors or any other servants, and shall ensure that such employees understand and do not breach these Rules, national or provincial legislation or local authority by-laws which may affect Clearview Estate.
- 29.2 Housekeepers, contractors or any other employees are not allowed to loiter on the common property, nor cause undue noise within units or on the common property or elsewhere within Clearview Estate.
- 29.3 Owners and/or occupants of the units must ensure that their staff adheres to the Rules in respect of the times their visitors are in Clearview Estate.
- 29.4 Occupants must organise access to the premises for their staff. No other occupant may be disturbed for this reason.
- 29.5 Staff members of occupants are not permitted to receive guests on the premises and staff members of occupants are not permitted to sleep on the premises.

30 Fire Hydrants

- 30.1 It is a criminal offence to use fire hoses for washing cars, watering plants, etc. Fire hoses and hydrants may only be used to extinguish fires.
- 30.2 Under no circumstances may the fire hydrants be tampered with. This includes the following:
- 30.2.1 All fire hoses and parts thereof.
- 30.2.2 Any fire equipment installed at Clearview Estate from time to time.
- 30.3 It is specifically recorded that persons who tamper with the fire hydrant equipment will be held liable for the checking thereof, re-installment thereof and replacement of any parts thereof. The costs thereof will be added to the monthly statement supplied to the owner/occupant.
- 30.4 The Board will report such tampering of fire hydrant components to the relevant authorities and it is recorded that the owner/occupant responsible for the tampering of fire hydrant equipment may be liable for a fine for which the owner of the unit will be personally responsible.
- 30.5 Should the fine not be paid by the person so responsible, the amount will be paid by the Board on behalf of the Owner and the specific owner will remain liable for payment thereof to the Board which amount will be due and payable immediately.

31 Firearms and Fireworks

- 31.1 No fireworks shall be permitted at Clearview Estate in any circumstances.
- 31.2 No firearms, BB guns or fireworks may be used / set off on the common property of Clearview Estate. All Municipal by-laws in this regard apply. These rules will, inter alia, be applicable to religious ceremonies.

32 Injury or Loss or Damage

- 32.1 The Board /Estate Managers/ and any Board staff shall not be liable for any injury or loss or damage of any description which an owner or occupier of a unit in Clearview Estate, or any member of his family, or his staff, or friend, acquaintance, visitor or guest may sustain, physically or to his or her property, directly or indirectly, in or about the common property or in the individual units by reason of any defect in the common property, its amenities or in the individual units or for any act done or any neglect on the part of the Board or any of the Board employees, agents or contractors
- 32.2 The Company or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt, and the delivery or non-delivery of goods, postal matter or any other property.

33 Business Auctions and Jumble Sales

- 33.1 No auctions or jumble sales may be held on any part of the property or in a unit without the prior written approval of the Board.

34 Letting and Reselling of Property

- 34.1 The concept of this Estate imposes certain restrictions on the manner in which Estate Agents may operate therein. In order to ensure that the rules applicable to Clearview Estate, which regulate property ownership and occupation of the premises on the Estate, are made known to new residents, the following rules relating to the re-sale or letting of property shall apply:

34.1.1 Should an owner want to sell or lease his property, only an accredited Estate Agent may be selected to manage the sale or lease.

34.1.2 No "For Sale" boards will be allowed, on common property, or outside the Estate.

34.1.3 The accredited agent must ensure that the buyer and/or tenant is informed of and receives a copy of the Estate Rules (Annexure "A"), Architectural Guidelines (Annexure "B"), Contractors Code of Conduct (Annexure "C"), and any other administrative regulations and documentation applicable at the time.

34.1.4 A clearance certificate must be obtained from Clearview Estate Company at a cost of R 300.00 prior to any transfer of the property.

34.1.5 Any approval granted to the seller (in the case of a re-sale) or Lessor, prior to the time of sale or lease must be communicated to buyer or lessee at the time of purchase or lease, failing which the buyer or lessee will have recourse against the seller or Lessor.

- 34.2 The seller or Lessor of a property on the Estate shall ensure that the agreement contains the following Clauses:

34.2.1 Sale:

34.2.1.1 Clearview Estate Company NPC (RF).

34.2.1.1.1 The Purchaser acknowledges that he is obliged upon registration of the property into his name, to become a Member of Clearview Estate Company NPC (RF) and agrees to do so subject to the rules of this body.

34.2.1.2 Conditions of Title.

34.2.1.2.1 The Seller shall be entitled to procure that, in addition to all other conditions of the title, the following conditions of title be inserted in the Deed of which the Purchaser takes title to the property:

- 34.2.1.2.2 Every owner of a property, or any person or body with an interest therein, shall become and shall remain a Member of the Company and be subject to its constitution, until he ceases to be an owner as aforesaid.
- 34.2.1.2.3 Neither the property, or any person or body with interest therein, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Company.
- 34.2.1.2.4 The owner of the property, or any person or body with interest therein, shall not be entitled to transfer the property without a clearance certificate form Clearview Estate Company NPC (RF) which certifies that the provisions of the Articles of Association of Clearview Estate Company NPC (RF) have been complied with.
- 34.2.1.2.5 The terms "Company" in the aforesaid conditions of title shall mean Clearview Estate Company NPC (RF). In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to effect registration of a property, the Purchaser hereby agrees to such an amendment.
- 34.2.1.2.6 Only one "For Sale" board will be allowed on the Member's own Property, and no boards are permitted, under any circumstances, on common property.
- 34.2.1.2.7 In the event of any owner/developer subdividing his property upon obtaining the necessary planning permission from the authorities each subdivision shall become liable for the payment of all levies chargeable to individual properties in full.
- 34.2.1.2.8 Show houses shall only be permitted on Sundays and for this purpose reasonable signage shall be permitted.

34.2.2 Lease

- 34.2.2.1 The Lessee acknowledges that upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all rules and regulations as contained in this document where tenants continuously breach the rules, the owners can be requested to terminate the lease agreement and/or be held liable for the maximum fine allowed under these rules. This clause must be written into the lease agreement, and owners should make provision for reclaiming amounts incurred as a result of any breaches of these rules.
- 34.2.2.2 Agents may only operate on a "by appointment" basis, and must personally accompany a prospective purchaser or lessee. Owners or Agents are not permitted to erect any "For Sale" or "Show House" or "To Let" signage boards without the permission of the Company.

35 Accreditation of Estate Agents

- 35.1 An Estate Agent is accredited after signing an agreement with the Company to the effect that such agent will abide by the stipulated procedures applicable to the sale and/or lease of the property on the Estate, and after having been inducted in respect of the concepts, rules and conditions under which a Purchaser and/or lessee acquires and/or leases the property in the Company.
- 35.2 Accreditation of Estate Agents may be reviewed by the Company from time to time, and an updated list of accredited Agents will be published in Clearview Estate Company NPC (RF) newsletter or made available on request from the Company.
- 35.3 The accreditation policy for Estate Agents may be reviewed by the Company from time to time.

36 Administration, Levies and Amounts Payable to the Board

- 36.1 The Board, via the Estate Manager, provides each owner with a monthly invoice for cost of services, the unit levy and any other charges which may be relevant.
- 36.2 All levies are due and payable in advance by the first day of each and every month to the Company or their appointed managing agent.
- 36.3 Interest will be raised on all arrears accounts, at the maximum rate allowed by the usury act.
- 36.4 Further penalties or legal action to be determined from time to time, will be imposed on owners with accounts in arrears for 60 days or longer. Clearview Estate Company NPC (RF) shall be entitled to recover all legal costs incurred on the attorney and own client scale.
- 36.5 The Board may amend or add to the House Rules from time to time, as may be deemed necessary to ensure harmonious co-existence of residents.
- 36.6 The Company has the right to fine transgressors where any of the rules as stipulated by the Company from time to time have been broken or infringed upon. Such fines will form part of the levy and shall become due and payable on the due date of payment of the levy.
- 36.7 The Company will charge a penalty levy equal to five times the normal levy for any vacant property where the building period stipulated in the agreement of sale between the first buyer and the developer for that property expires.
- 36.8 All levies are due and payable in advance on the 1st day of each and every month, without set-off or deduction of whatsoever nature, to:

BANKING DETAILS

BANK: ABSA

BRANCH CODE: 632005

ACCOUNT NAME: Clearview Estate HOA NPC (RF)

ACCOUNT NO.: 4086905709

IT IS ESSENTIAL TO USE YOUR DEPOSIT REFERENCE AS PER YOUR LEVY STATEMENT

- 36.9 Any monies outstanding by an owner as from the 7th day of each month shall bear interest at a rate to be determined by the Directors in accordance with the constitution, currently at the maximum rate allowed by the National Credit Act, as applicable.
- 36.10 The Board may, without any further notice or warning impose a penalty in the form of an additional levy, without prejudice to and in addition to any other rights at law available to the Board, and in particular its right to apply for an order compelling any occupant to comply with the provisions of this rule.
- 36.11 If the Board instructs a firm of attorneys in connection with or arising out of an infringement by any occupant of any of the provisions of these Rules, such occupant must reimburse the Board on demand for all its legal costs incurred in respect thereof on an attorney and client basis.
- 36.12 The responsibility shall vest with the current owner, at the time of sale of the unit, to notify any prospective buyers, including estate agents, of any special levies that may be imposed or have already been imposed. Non-disclosure will result in the special levy being borne by the current owner.
- 36.13 Any amount due to the Board in terms of these Rules and in terms of any law or statute will become due and payable immediately
- 36.14 Any costs incurred by the Board on behalf of an owner/occupant or due to an owner/occupant not fulfilling his/her/its obligations in terms of these Rules will also become due and payable immediately
- 36.15 An affidavit of any Director chosen from time to time will suffice as sufficient proof of the reasonableness and of the amount spent by the Board in a or authority delegated by such director dispute which may arise between the Board and an owner/occupant
- 36.16 As such it is agreed that, except such an affidavit by a Director, no further expert evidence will be required on behalf of the Board to establish either the correctness of an amount or the fact that the amount spent is reasonable.
- 36.17 The Board has the right to place the names of transgressors on a public notice board in the event of any of the Rules being breached.

37 Complaints

- 37.1 Only written complaints must be forwarded to the Estate Manager, for consideration of the Board at the scheduled monthly meeting.

38 General

- 38.1 The owner/occupier shall ensure strict compliance with the limitations of any certificate of occupancy and the adherence to any health or fire regulations and bylaws. The overcrowding of any unit shall be strictly prohibited and the Board reserves the right to take any such action to ensure strict compliance with occupation limitations applicable.
- 38.2 All preparation, cooking, frying or braai-ing will take place within the boundaries of the individual units of each tenant/owner. The braai-ing of meat or other food outside the residents' property is prohibited. Special spit braai's for owners/residents may be undertaken with the prior express written permission of The Board.
- 38.3 Where an owner/occupier has failed to keep his property clean after having received due notice calling upon him so to do, the Board shall be entitled to have the property cleaned and recover the reasonable costs thereof from the owner/occupier

39 Breach of Rules

- 39.1 If in the opinion of the Board an occupant/owner is in breach of any of the provisions of these Rules, the Estate Manager / Administrator will do the following:
- 39.1.1 Issue a notice in writing to the owner informing them of the infringement and impose a fine, if appropriate, according the fine schedule, which will be added to the owner's levy account.
- 39.1.2 Should the occupant/owner continue to persist in such infringement after receiving two written notices and fines from the Estate Manager / Administrator to desist from such infringement, the Board may take recourse of legal action
- 39.2 Any amount payable by an occupant/owner in terms of the above is an additional levy in respect of the owner's unit and the payment thereof will be enforced in terms of the binding nature of these Rules
- 39.3 A copy of these Rules should be kept by each and every occupant/owner.

40 Fines

- 40.1 The Board has the right to introduce and enforce the payment of fines against any transgressors of any rules contained in these rules, or its annexures or any amendments thereof.
- 40.2 Should any transgressor, as referred to above, not be a member of the member whose, without limitation, invitee, tenant, contractor, employer or any person who the stated owner is liable for is the transgressor shall be liable to the Board for the payment of the fine.

- 40.3 All rules not adhered to, if no specific fine is mentioned in this document, shall be subject to a minimum fine of R250,00. Persistent transgressions of the rules may result in the Board taking the appropriate legal action to interdict the owner to refrain from further transgressions or to seek any alternate relief the Board may deem necessary.
- 40.4 Should an Estate Manager / Administrator or managing agent be appointed, it is hereby expressly confirmed that the stated Estate Manager / Administrator or the managing agent have been authorised to impose any fines referred to in these Rules.

41. Notices, Decisions and Appeals

- 41.1 No resident/owner/occupier may refuse receipt and/or delivery of any notices in terms of these rules.
- 41.2 Refusal to accept will result in the placement of the notice in the ordinary course, by attaching it to the gate and/or front door of the unit and/or sent by prepaid registered post. Confirmation by the Estate Manager / Administrator or managing agent that it has been placed and/or sent as aforesaid shall be sufficient confirmation of service.
- 41.3 In the event of any appeal or dispute of the facts relating to any fine imposed and/or any decision of the Estate Manager, written representations must be addressed to the Board, which appeal or dispute will be dealt with at the first Board meeting following receipt of the written representations.
- 41.4 The decision of the Board shall be final and binding and no further appeal shall be allowed thereof.

42 Good Neighbourliness

- 42.1 Any business activity or hobby that has the affect of causing aggravation and nuisance to fellow residence is prohibited
- 42.2 No business may be conducted from any property or on the Estate common property without the written consent of the Board first having been obtained. In granting the necessary authority for the operation of any business the Board shall be entitled to impose such reasonable criteria and conditions as may in its discretion be necessary whilst at all time ensuring that local municipal bylaws and regulations are adhered to.
- 42.3 Approval for the operation of a business must be obtained every second year from date of granting of the authorisation and the Board shall be entitled to revoke any authorisation should the applicant deviate from the written submissions made on the strength of which the Board has granted authorisation. In issuing authorisations the Board shall take the following into account:

- What impact the proposed business will have on the Estate as a whole and specifically any security considerations.
- Whether the proposed business will be exclusively for the use of a resident or owner and will also require the participation of non-residence.
- Whether the proposed business will adversely affect the flow of traffic into and out of the Estate and whether it will negatively impact on the residence at large.
- Whether the business will have a negative impact on noise abatement.
- Whether the adjoining neighbours will be adversely affected by the operations of the business that is sought to be operated.
- Whether the security of the Estate will be compromised.
- Whether the business will negatively affect the general character of the Estate the general character of the Estate.
- Whether the business will have a detrimental effect on the property values.
- Whether the neighbouring property owners have given consent to the operation of the business.
- Whether the business will negatively affect parking availability in the Estate.
- Any other criteria that may in the discretion of the Board need to be taken into consideration prior to the granting of written consent.
- Sunday shall be kept quiet throughout.

43. Stoke's Hide Away

43.1 No functions shall be held at the clubhouse. The use of the clubhouse shall be for the Estate's in-house functions solely.

44. Dispute Resolution

44.1 Where a dispute arises that cannot be resolved amicably the following procedures shall be adopted:

44.2 A written submission shall be made by either of the parties involved in dispute to the Board.

44.2.1 The Board may, at its sole discretion, decide whether or not that arbitration is necessary.

44.2.2 Should it be determined that an arbitration is required then the decision by the Board shall be final and binding in respect of the resolution of the dispute on all parties concerned and the party shall have no further recourse thereafter once a decision has been made.

44.2.3 In the event of the Board declining to arbitrate any dispute the Board may:-

- 44.2.4 Inform the parties involved of its decision not to arbitrate in the matter and shall advise the parties to resolve the dispute between themselves and/or by legal action and/or private arbitration; or
 - 44.2.5 The Board may refer the matter to an independent arbitrator at the Board's discretion in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute.
 - 44.2.6 In this regard the arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award regarding legal costs.
 - 44.2.7 Alternatively to the provisions above, the Board may at its sole discretion elect to institute proceeding in accordance with these rules and the Memorandum of Incorporation if the circumstances so warrant it.
 - 44.2.8 The successful party in any arbitration award made in terms of these rules shall be entitled to enforce such award by having made an order of the appropriate court.
 - 44.2.9 Any arbitration held in terms of these rules shall be finalised as expeditiously as possible and the arbitrator shall be entitled to determine what procedure is to be followed in the conduct of such arbitration.
- 44.3 No party and/or resident shall have any claim of whatsoever nature for damages against the Board or the Estate as a result of a decision taken by the Board or the Estate should its authorised representatives regarding the interpretation of these rules

Annexure B

Architectural Guidelines

1. Preface

1.1 The following will be implemented as from AGM 2015:

- 1.1.1 This Design Manual is an addition to the National Building regulations and Local Authority Requirements.
- 1.1.2 Detailed working drawings incorporating a site development plan, together with a building deposit and scrutinizing fee are to be submitted to the scrutinizing committee appointed by Clearview Estate Company NCP (RF) association for approval, prior to being submitted to the local authority for approval. Clearview Estate Company NCP (RF) will have the right to prevent owners and/or their contractors commencing construction without prior approval by both this body and the local authority.
- 1.1.3 A non-refundable fee of R 500,00 shall be payable at the time of submission of the plans. This fee may be subject to increase from time to time by resolution of the Board.
- 1.1.4 One Copy of the approved plan will be held for record purposes.
- 1.1.5 Construction shall be completed within 12 months of the commencement date.
- 1.1.6 Where houses and/or alterations have not commenced within one year of date of approval of the plans by Clearview Estate Company NCP (RF) such initial approval will lapse, and plans will have to be resubmitted for re-approval to the Company.

2. Introduction

The Architectural Guidelines have been developed to ensure that the value of your property would be protected. We do not believe in styles & themes as they only go in and out of fashion. We choose to celebrate our own individual creativity, landscape, materials and

climate. We discourage the use of fake materials. The guidelines contained in this document ensure a high quality aesthetic and attention to individual privacy. Surrounding structures must be taken into account in the design process.

The appointed architect / draughtsperson must be registered at the South African Council for the Architectural Profession (Act no.44 of 2000). A registration number and proof of registration must accompany any application for plan approval.

3. Town Planning Controls

The restrictions set out below, are in addition to any restriction imposed by the condition of title, town planning schemes or national or any other building regulation.

3.1 Street Articulation and Site Planning

3.1.1 An architectural street and fairway façade must be created.

3.1.2 When placing structures on stands, the following should be taken into account:

3.1.2.1 Views

3.1.2.2 Privacy of surrounding properties

3.1.2.3 Privacy when placing entertainment areas.

3.2 Height Restriction

3.2.1 Ground floor plus a first floor (or loft). The impact of a second storey on the right to privacy of adjacent property owners, and the views from adjacent residences will be considered when approvals are requested,

3.2.2 No servants' quarters will be permitted above ground floors.

3.2.3 No external access from ground level will be permitted to 1st floor.

3.2.4 Maximum building height: 12m measured from the average natural ground level taken over the length of a specific building elevation to the height of the roof ridge measured vertically above this point.

3.3 Coverage

3.3.1 Maximum dwellings per stand shall not exceed the maximum density permitted by town-planning scheme. For all zoned residential 1 stands in the Estate the maximum is 1 dwelling per stand, except where approved otherwise, e.g. Duet erven.

3.3.2 50% Maximum of the property, in accordance with Local Authority Regulations.

3.3.3 Minimum covered floor area: 220m²

3.4 Building Lines:

3.4.1 5m from street boundary

- 3.4.2 2m from each boundary
- 3.4.3 2m from back boundary (servitudes as required by local municipality take president)
- 3.4.4 The company may relax the building lines in its sole and absolute discretion, providing that it falls into the local municipality scheme.

4. Building Design Guidelines

- 4.1 All building plans must be prepared by a Registered Architect or qualified architectural draftsman and first submitted for aesthetic approval to the Aesthetics Control Committee
- 4.2 The privacy and safety of surrounding properties should be considered. As a general rule the windows and balconies on the upper storey should not overlook the living space of the adjacent dwelling.
- 4.3 Outbuildings and additions should match the original design and style, both in elevation consideration, as well as materials and finish, and may not be detached from the main buildings.
- 4.4 No flat roofed carports will be permitted nor any steel carports, shade netting or any other coverage (awning, shade cloth or structure of similar material)
- 4.5 No garden sheds, wendy houses, caravans, boats or trailers are to be visible from the street or neighbouring properties.
- 4.6 Staff accommodation and kitchens are to open onto a screened yard or patio as required by Council.
- 4.7 All plumbing on first floors must be hidden accessible ducts or colour coded to match the colour of the house on ground floor.
- 4.8 No deviations from the approved drawings will be permitted unless the deviation is resubmitted and approved in writing prior to construction.
- 4.9 External finishes and colours must be shown on drawings for aesthetic approval; colour samples must accompany the drawings, and the same procedure will apply on repainting any buildings or parts of buildings. The use of earthy colours and natural stone is encouraged.
- 4.10 Uninterrupted walls (exceeding 5m without window / door openings) are not permitted.

5. Approved building Materials and Design Styles

- 5.1 Materials – Tuscan Housing:
 - 5.1.1 Clay face bricks, as specified or plastered and painted walls will be allowed.

- 5.1.2 Face bricks: Colour as per approved samples.
- 5.1.3 Deep tint natural colours, or pigmented plaster.
- 5.1.4 Plaster mouldings, surrounds or detail design elements may be painted in suitable colours to compliment the rest.
- 5.1.5 Natural or Smart stone – only on building plinths or opening surrounds. Max 2m² above natural ground level.
- 5.2 Materials – Thatched Roofed:
 - 5.2.1 Recommended – plastered standard brickwork.
 - 5.2.2 Natural and Smart stone – only on buildings plinths or opening surrounds. Max 2m² above natural ground level.
 - 5.2.3 Deep tint natural colours, or pigmented plaster.
- 5.3 Materials – Provincial French:
 - 5.3.1 Recommended – plastered standard brickwork.
 - 5.3.2 Natural or Smart stone – only on building plinths or opening surrounds. Max 2m² above natural ground level.
- 5.4 Materials – Old English Style:
 - 5.4.1 Clay Face brick – as per approved samples.
- 5.5 Modern Farm House / Contemporary Architecture:
 - 5.5.1 Cromadek roof sheeting
 - 5.5.2 Recommended – Plaster and paint (rough or smooth) Bagging and paint.
 - 5.5.3 Face brick – as per approved samples.
- 5.6 Any other building materials must first be approved before construction commences.
- 5.7 Unacceptable Materials:
 - 5.7.1 Timber log houses.
 - 5.7.2 Cement taco bricks.
 - 5.7.3 Excessively textured plaster.
- 5.8 Lean-to's and temporary carports are not allowed.
- 5.9 Any “lapa” will be seen as an outbuilding and must first be approved before construction commences.
- 5.10 No un-painted galvanised finish re doors, garage doors, lean-to's patio roofs, etc. will be allowed.

- 5.11 No dwelling area may be smaller than 220m² excluding outbuildings.
- 5.12 Granny cottages will be considered in special circumstances. The following will apply to all requests to the Architectural Aesthetics Committee in connection with Granny Flats:
- 5.12.1 The Granny Flat must be linked structurally and visually to the main dwellings and must be seen to be one unit.
 - 5.12.2 The unit may in no way be distinguishable as a separate unit or entity.
 - 5.12.3 The area of the Granny Flat may not be more than 23% of the total development and may not be larger than 100m² including the outbuildings.
 - 5.12.4 The accommodation allowed in this unit would ideally consist of a bedroom, bathroom ensuite, and living area (lounge / dining room / TV).
 - 5.12.5 The owner must, in writing, undertake to the Company that this unit will never be sub-let to anybody for income purposes and in the event of being sold, the new owner must carry this undertaking.

6. House Colours

- 6.1 NO bright primary colours are permitted. Only earthy tones (White is excluded). All colours must have the approval of the Board in writing.

7. Windows

- 7.1 The privacy of surrounding properties should be considered. As a general rule the windows and balconies on the upper storey should not overlook the living spaces of the adjacent dwelling.
- 7.2 Windows must be carefully positioned in every façade to obtain the best possible proportion.
- 7.3 Windows and doors should complement each other in design and proportion.
- 7.4 Materials:
- 7.4.1 Timber (painted {black, white, dark brown or dark green} or varnished).
 - 7.4.2 UPVC.
 - 7.4.3 Aluminium (Epoxy or Bronze).
- 7.5 The use of other window materials and proportion will be considered on its merits.

8. Doors

- 8.1 Main entrance doors must be recessed, protected and may not be flush with the external wall.

- 8.2 Arched openings are permitted.
- 8.3 Yard toilet, kitchen and storeroom doors must be screened from the street and neighbouring properties.
- 8.4 Materials:
- 8.4.1 Garage doors must be maximum 4.5m wide and 2.2m high and in timber, steel or aluminium roll-up.
 - 8.4.2 The standard horizontal, vertical, diagonal or chevron patterns will be allowed in painted or varnished finishes.
 - 8.4.3 Unpainted galvanised steel doors will not be allowed.
 - 8.4.4 Large doors or windows are permitted if recessed by a minimum of 800mm behind a pergola, veranda or screen.

9. Balconies and Terraces

- 9.1 The height of ground floor level verandas or decks must not exceed 800mm above ground level.

10. Roofs

- 10.1 Tuscan Housing and Provincial French:
- 10.1.1 Roofs with a pitch varying from 17.5° to 36° are permitted.
 - 10.1.2 Flat roofs may only be utilised to link pitched roofs where necessary.
 - 10.1.3 All construction which includes the use of shade cloth must be approved by the Company. The use of this material will however be discouraged.
 - 10.1.4 Flat roofs to be painted to avoid reflection.
 - 10.1.5 Materials recommended:
 - 10.1.5.1 Slate (Fibre cement, Mazista).
 - 10.1.5.2 Concrete or clay tiles.
 - 10.1.5.3 Pre-painted Corrugated steel sheeting.
 - 10.1.5.4 Harvey Tiles.
 - 10.1.6 Colours:
 - 10.1.6.1 White or silver will not be allowed.
- 10.2 Thatched roofed homes:
- 10.2.1 Roofs with a pitch of 45°.

10.2.2 Dormer windows are allowed.

11. Fascia's, Barge Boards and Gutters

11.1 Special aesthetic consideration should be given to the design of parapets, fascia's, capping, eaves, roof trim, guttering and roofing materials in general.

11.2 Fascia's and Barge boards:

11.2.1 228mm Deep timber or painted fibre cement.

11.3 Gutters and Downpipes:

11.3.1 Pre-painted seamless aluminium gutters and downpipes are preferred.

11.3.2 Downpipes and external geysers are to be concealed.

11.3.3 Colour to match wall and not to accentuate.

12. Yards

12.1 All yards (kitchen, drying, courtyards) should be plain (with a simple coping) to match the structure.

12.2 Maximum height – 1.8m.

12.3 All walls must be clearly indicated on the plan. Dustbins, washing lines, gas bottles, caravans and boat storage areas must not be visible from roads, public open spaces or adjacent properties.

13. Aerials and Solar Panels

13.1 The position, size and siting of TV antennae and satellite dishes must be approved by the Company prior to the erection thereof. Antennae must be installed inside the roof.

13.2 Solar panels should at the outset be incorporated into the buildings to form an integral part of the design and must be aesthetically pleasing and shall not be an eyesore or create a nuisance to other residents.

13.3 They must be flush with the roof and piping to be concealed. No solar panels or sheeting must be fixed on the outside of the roof covering material.

14. Services

14.1 Plumbing pipes (water and sewerage): Prominent plumbing pipes, particularly from upper floors must be concealed either within the walls, or by duct.

15. Signage and Post Boxes

- 15.1 Building plans to be approved by the Board.
- 15.2 No post box facilities will be provided for. It is recommended that residents acquire a post box facility at a post office that is convenient to them.

16. Paving

- 16.1 The following are suggested:
 - 16.1.1 Clay brick paving.
 - 16.1.2 Concrete cobbles.
 - 16.1.3 Concrete paving slabs with natural stone aggregate.
 - 16.1.4 Grass blocks.

17. Boundary Walls and Fences

- 17.1 The treatment of sidewalks is considered to be of paramount importance as they have direct influence on the aesthetic quality of the neighbourhood. The diverse nature of neighbourhoods should give rise to a varied treatment of street boundaries. To create a degree of visual integrity, street boundary walling designs will be strictly controlled:
 - 17.1.1 A low wall and picket fence combination will also be considered.
 - 17.1.2 All boundary walls and fences will be subject to approval of the Company.
- 17.2 Planting as a screen element between properties is encouraged.
- 17.3 No vibrocrete, palisade or precast concrete will be allowed.
- 17.4 All walls and fences will be treated individually and on own merits. Neighbouring houses to be considered in all cases regarding views, privacy, etc.

18. Planting

- 18.1 Building sites must be cleared in conjunction with the appointed Control Officer.

19. Consultants Boards

- 19.1 Only one consultant's board per specification will be allowed on a building site. No other sub-contractor signs or advertisements will be permitted. This board must be removed as soon as the project is completed and the house is occupied.

20. Swimming pools

- 20.1 Will be acceptable and the position and design thereof will be subject to approval upon meeting the minimum safety standards as required in terms of the existing municipal bylaws. SANS 10400-D 2011.

21. Building Period

- 21.1 Building work must commence within a period of 3 years from the date the property was registered in the owner's name.
- 21.2 Building work must be completed within a period of 12 months from starting date.
- 21.3 Occupation of the property shall only take place upon the issue of a certificate of occupation which shall be presented upon request.

22. Building Plan requirements

- 22.1 Stage 1: Sketch plans information required. Site layout plans and sketches of both the proposed floor plans and the elevations of buildings shall be submitted to the committee for its consideration of the conceptual design principles.

22.1.1 Site layout proposal including the following information:

22.1.1.1 Stand number, stand numbers of adjoining stands, placing of all buildings, contours, north point, erf dimensions, building lines, servitudes where applicable, existing trees, the siting of service areas, open garden space, patios, terraces, distances from boundaries and adjoining structures, not overlooking habitable areas of neighbouring properties, proposed vehicular circulation, entrances to the site and boundary walls.

22.1.1.2 Floor plans that indicate the treatment of the building exterior, including colours of roofs, walls, windows and door frames, doors, cills, etc. Cut and fill of site must be shown, where applicable.

22.1.1.3 Coverage.

22.1.1.4 Boundary wall details including elevations, with colours.

22.1.1.5 Drainage and how the pipes are to be concealed.

22.1.1.6 Layout and materials of driveways.

- 22.2 Stage 2: Submission of working drawings for approval by the Committee:

22.2.1 1:200 Site plan indicating buildings, cadastral information (boundary information), siting of all buildings, building lines, servitudes and other restrictions, storm water management, stand number of adjacent erven, contours and proposed floor levels, sidewalks, existing municipal services on sidewalks or erf, driveways and other paved areas, entrance gate (design and

finishes, colouring), permitted and actual coverage and floor areas, yards, boundary walls, and any other information that may be of relevance.

- 22.2.2 1:100 Floor and Roof Plan, complete with proposed and area of each room.
- 22.2.3 1:50 Cross-sections through all building components and site clearly showing natural and finished ground levels.
- 22.2.4 1:100 Elevation of all façades to indicate all proposed finishes, including colour schemes, ducts, gutters and drain pipes and all patios and verandas.
- 22.2.5 Specification of external materials, roof tiles, fascia's, windows and doors.
- 22.2.6 Layouts, specifications and calculations as required by SANS 10400-XA 2011 (energy usage in buildings).
- 22.2.7 Applicant's address and contact information.
- 22.2.8 All other details as required by the Mogale City in compliance with the National Building regulations.
- 22.2.9 Complete colour scheme and material specifications.
- 22.2.10 A copy of the site development plan in dxf format on disk must be provided before the approval certificate will be issued.
- 22.2.11 Appointed architect / draughtsperson's proof of registration at the South African Council for the Architectural Profession must accompany any application for approval.

23. Process of the Design Aesthetics Approval

- 23.1 Submit three sets of documents to the Aesthetics Control Committee (Municipal drawings for approval), along with proof of payment of R200 per submission for stage1; R300 per submission for Stage 2 approval. Allow at least 7 days for examination of plans by the Company. Banking details for the appointed Controlling Professional can be obtained from the Estate Manager.
- 23.2 The Aesthetics Control Committee will consist of the Controlling Professional and four members.
- 23.3 Nothing in the above will be construed as permitting the contravention of Conditions of Title to any property or any by-laws or regulations by the Local Authority or National Building regulations.
- 23.4 Each design submitted will be treated on its own merits. It must be in accordance with the examples of the proposed designs incorporated in the manual and the interest of Clearview Estate Company to ensure the Architectural style and character that is envisaged by the Estate

- 23.5 Notwithstanding the fact that the building plans may comply with all the above, the approval or rejection of such plans shall be the sole discretion of the Company, which approval shall not be unreasonably withheld.
- 23.6 The architectural style of the dwelling will be considered in relation to that of other dwellings in the area, as well as aesthetic appearance in the proposed siting of the building, and such factors as the company in its discretion may deem suitable.

24. Building Deposit

- 24.1 An amount of R 10 000.00 shall be paid to the Company when submitting plans for approval. This amount will be kept in in a trust by the Company and R10, 000.00 is refundable, free of interest, less the cost of making good any damage to sidewalks/and or adjacent properties, etc. if found necessary on completion of construction and after deduction of the Road Maintenance Fee and the removal of all building rubble deposited on adjacent erven, will be refunded on condition of 12 months of commencement. Any penalties for transgression or rules will be deducted.

Annexure C
Building Contractor's Code of Conduct

1 Introduction

The primary intention of these rules is to ensure that all building activity at Clearview Estate Company is conducted with the minimum of inconvenience and disruption to other residents.

2 Legal Status

The rules and regulations governing building activity as set out in this document are binding on all residents, their contractors and sub-contractors. Furthermore, all residents are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly complied with. Residents are accordingly required to include these rules in their entirety in any building contracts concluded in respect of any property on the Estate. Such contracts may be required to be submitted to the Company for prior approval. The Company has the right to suspend any building activity in contravention of any of the conditions and does not accept any losses sustained by a resident or contractor or sub-contractor as a result thereof, or any claims for damages whatsoever nature.

3 Building Contractor Activity

3.1 Unless otherwise agreed to by the Company or its appointed representative, Contractor activity is limited to the following hours:

3.1.1 06:00 – 17:00 Weekdays

3.1.2 07:00 – 15:00 Saturdays

3.2 No Contractors on Sundays and Public holidays, as these days are viewed as private time.

3.3 Speed limit of 40km per hour within the Estate and it is the responsibility of each Member to ensure that this clause is included in any contract that may be concluded with a contractor.

3.4 NOTE: Contractor activity is not permitted on Sundays and Public holidays without special permission, as these days are viewed as private time. Special applications for contractor activity during private time must be lodged with the Company, together with the approval of all adjacent neighbours.

3.5 The contractor will be required to sign a document containing the following clause indicating his acceptance of the conditions specified in these clauses.

3.6 Contractor personnel are not permitted to remain on site between the hours of 17:00 and 06:00.

3.7 All the contractor's workers and/or the Contractor's sub-contractor workers must enter the Estate in an approved vehicle with a temporary access token, or alternatively obtain a casual employee ID card at the security gate by lodging a valid ID document, which will be handed back on the return of the ID card.

- 3.8 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided. Rubbish and/or rubble shall be removed weekly and not burnt or disposed of on the Estate.
- 3.9 The contract site is to be kept clean.
- 3.10 Materials off loaded by a supplier which encroach onto the sidewalk or roadway, must be moved onto the site by the contractor. Material and/or rubble must not be allowed to remain on the roadway or sidewalk and it is the Contractor's and Owner's responsibility to clear these areas of all such materials and /or rubble. The same applies to sand or rubble washed or moved onto the road during building operations.
- 3.11 Deliveries from suppliers must be scheduled during working hours (specified in 3.1 above) only.
- 3.12 It is incumbent on the Contractors to provide toilet facilities for the workers in terms of the Local Regulations.
- 3.13 Building boards may only be erected if they comply with the Company's specifications, details of which are available from the Company. Such boards are to be erected on site not on sidewalks. Sub-contractors boards must be removed after completion of construction.
- 3.14 The Owner and the Contractor shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property.
- 3.15 Should the Company have any reservations with regard to the conduct of the Contractor and/or sub-Contractor, the Company reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice, and free of recourse from the owners and/or contractor and/or sub-contractor.
- 3.16 This document is fully understood and accepted by the Contractor Owner and/or any sub-contractor who undertakes to comply with these rules, in addition to any further rules and regulations which may be introduced by the Company from time to time.
- 3.17 Only approved contractors and/or contractor's employees who are in possession of legitimate South-African Identity documents will be allowed access to the Estate unless otherwise arranged with the Company in in writing. In the event that illegal workers are apprehended on the Estate, the contractor's employees in totality will be denied access to the Estate.
- 3.18 The Company shall be entitled to levy fines against the Company or their contractors and/or sub-contractors with respect to any contravention of the above and in particular with respect to any excessive driving of contractors and/or sub-contractors over and above the existing speed limit of 40 km per hour within the Estate.
- 3.19 All contractors must sign the Builders declaration before any building work can commence

Annexure D

Fine Schedule

	DESCRIPTION OF OFFENCE	1 ST OFFENCE	2 ND OFFENCE	3 RD OFFENCE
1.	Malicious damage to Estate Property. (Vandalism)	R 2000.00 plus repairs and Restoration cost. "Click on" facility cut off if not paid timeously.	R 3000.00 plus repairs and Restoration cost. "Click on" facility cut off if not paid timeously.	R 4000.00 thereafter, plus repairs and restoration cost. "Click on" facility cut off if not paid timeously.
2.	Malicious damage to resident's property which is not disclosed to the relevant owner or Company.	R 2000.00 plus repairs and Restoration cost. "Click on" facility cut off if not paid timeously.	R 3000.00 plus repairs and Restoration cost. "Click on" facility cut off if not paid timeously.	R 4000.00 thereafter, plus repairs and restoration cost. "Click on" facility cut off if not paid timeously
3.	Minors caught playing in swimming pools without neighbour's consent, on building sites and in vacant houses.	Written Warning	R 250.00 "Click on" facility cut off if not paid timeously.	R 500.00 per offence thereafter "Click on" facility cut off if not paid timeously.
4.	Speeding (exceeding 40km per hour) reckless and inconsiderate driving (not being considerate to pedestrians) on Estate roads by residents or visitors.	Written Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
5.	Motor bikes and golf carts are not to be driven on Estate roads by unlicensed persons not accompanied by an adult with a valid license	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter "Click on" facility cut off if not paid timeously.	R 1 500.00 per offence thereafter "Click on" facility cut off if not paid timeously.
6.	Quad bikes and golf carts are not to be driven on Estate roads by unlicensed persons.	Written Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
7.	Illegal parking at estate entrance and on sidewalks on estate roads.	Written Warning	R 500.00 including tow-away Costs. "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter including tow-away Costs.
8.	Physical abuse to security or any Estate personnel/Employees	R 1000.00, plus medical bills and SAPS to be contacted. "Click on" facility cut off if not paid timeously.	R 2000.00, plus medical bills and SAPS to be contacted. "Click on" facility cut off if not paid timeously.	R 3000.00 per offence thereafter, plus medical bills. SAPS to be contacted. "Click on" facility cut off if not paid timeously.

9.	Verbal abuse to security, or any Estate employee personnel.	Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
10.	Residents not following the correct access code/remote procedures as stipulated by the Company.	Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
11.	An attempt to or obtaining illegal possession of access remote or tag to gain access to Clearview Estate.	R 1000.00 "Click on" facility cut off if not paid timeously.	R 1 500.00 SAPS to be contacted. "Click on" facility cut off if not paid timeously.	R 2000.00 SAPS to be contacted. "Click on" facility cut off if not paid timeously.
12.	Visitors or building contractors not being able to provide a valid means identification upon request by security personnel.	No Access	No Access	No Access
13.	Unruly, improper or illegal behaviour by visitors or residents including minors in Clearview Estate.	Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
14.	Disturbance of peace. (Loud music, noisy equipment, partying, barking dogs, etc.) after reasonable hours.	Warning	R 1000.00 "Click on" facility cut off if not paid timeously.	R 2000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
15.	Dogs not on a leash when walking in the Estate.	Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
16.	Washing lines not suitably screened from neighbouring properties. Washing placed on balconies or boundary walls is not permitted.	Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
17.	Refuse bins, garden refuse and refuse bags placed on the pavement more than two days before the official Council collection day.	Warning	R 250.00 "Click on" facility cut off if not paid timeously.	R 500.00 per offence thereafter "Click on" facility cut off if not paid timeously.
18.	Moving into a new house without Occupation certificate	R5000-00	R10 000-00 "Click on" facility cut off	R10 000-00 "Click on" facility cut off
18.	Illegal structures not approved by Clearview Estate Company, nor consented to.	R 2500.00 "Click on" facility cut off if not paid timeously.	R 5000.00 "Click on" facility cut off if not paid timeously.	5000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
19.	Building contractors exceeding working hours as set down by the Company without consent.	Warning	R 1000.00 Access denied until fine is paid.	R 2000.00 per offence, thereafter and access denied until fine is paid.

20.	Building contractors not adhering to the Estate rules.	Warning	R 1000.00 Access denied until fine is paid.	R 1500.00 per offence, thereafter and access denied until fine is paid.
21.	Excessive building rubble on site and delay in the removal thereof.	Warning	R 1000.00 "Click on" facility cut off if not paid timeously.	R 2000.00 per offence, thereafter "Click on" facility cut off if not paid timeously.
22.	Burning of building rubble on site.	Warning	R 1000.00 "Click on" facility cut off if not paid timeously.	R 2000.00 per offence, thereafter "Click on" facility cut off if not paid timeously.
23.	Building materials on pavement for a pro-longed period of time not being used.	Warning	R 1000.00 "Click on" facility cut off if not paid timeously.	R 1000.00 and the removal of building materials "Click on" facility cut off if not paid timeously.
24.	Building contractors not providing toilet facilities for labourers throughout duration of building operation.	Warning	R 1000.00 access denied until fine is paid.	Access denied
25.	Building contractors not removing toilet facility on completion of building operations.	Warning	R 1000.00 plus fees for the removal of the toilet.	Access denied
26.	Penalties for exceeding the 12 month completion building period from date of commencement	4x The current levy being charged "Click on" facility cut off if not paid timeously.		
27.	Penalties for exceeding a period of 3 years from first purchase date of property	R1000 per month until building commences		
28.	Garden and pavements not maintained.	Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence, thereafter "Click on" facility cut off if not paid timeously.
29.	Garden fences, walls not maintained and painted when necessary.	Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence, thereafter "Click on" facility cut off if not paid timeously.
30.	Foliage not maintained on electric fence boundary causing activations on electrical fence and call out fees.	Warning	R 1000.00 including call out fees of technician "Click on" facility cut off if not paid timeously	R 2000.00 per offence, thereafter including call out fees of technician and foliage removal fees. "Click on" facility cut off if not paid timeously.
31.	Vacant stands not maintained.	Minimum of R500.00 per clean up "Click on" facility cut off if not paid timeously		

32.	Property rented out without being grassed.	Warning to Owner	R 1000.00 per month "Click on" facility cut off if not paid timeously	
33.	The use of fireworks by a resident/tenant or visitor in the Estate.	R 1000.00 per offence "Click on" facility cut off if not paid timeously		
34.	Residents/tenants caught littering in the Estate.	Warning	R 250.00 "Click on" facility cut off if not paid timeously	R 250.00 per offence, thereafter "Click on" facility cut off if not paid timeously
35.	Unruly improper or illegal behaviour by residents/tenants and visitors.	Warning	R 500.00 "Click on" facility cut off if not paid timeously.	R 1000.00 per offence thereafter "Click on" facility cut off if not paid timeously.
36.	Private night watchman on the Estate without the Company's permission	Warning	R 1000.00 "Click on" facility cut off if not paid timeously.	