



Cedar Lakes

Lifestyle Estate

CEDAR LAKES HOMEOWNERS ASSOCIATION NPC

ESTATE RULES

Our Vision and Mission Statements are the following:

Vision Statement

To make Cedar Lakes Residential Estate, the most sought after, distinctive, residential Estate where families can enjoy living in a secure, relaxed and richly varied Environment based on a diverse system of neighbourhoods, parklands, and lakes, for the pleasure of all ages.

Mission Statement

Owning a property at Cedar Lakes means enjoying a special lifestyle in an environment shared by few others and rather different to what many people are accustomed to.

Adding Value to the Cedar Lakes Lifestyle.

Welcome to Cedar Lakes Residential Estate

To preserve and enhance the residential amenity and lifestyle within the Estate, all Owners and Tenants shall at all times behave in a considerate, reasonable and civilised manner, and shall, in particular, make every effort to avoid causing inconvenience or nuisance to other Owners or Tenants. Owners and Tenants shall comply with the rules made by the Directors to regulate behaviour in the Estate.

These Estate Rules are primarily to regulate the safety, security and privacy of owners and Occupants as well as protection of the environment and quality of lifestyle within the Estate.

The Rules contained within this document are aimed at assisting you in being aware of your responsibilities as an Occupant of this Estate and ensuring that you and members of your family, Tenants, visitors, friends, employees, their family, friends and any other invitees, abide by and adhere to the Rules.

The Occupants of Cedar Lakes Residential Estate take pride in the serene surroundings and appreciate the tranquil settings, secure open spaces, natural beauty with waterscapes seldom found elsewhere. The CLHOA trusts adherence to these Rules will result in the sustaining of the Estate's attributes.

Each Owner and their Tenants must be familiar with the latest Memorandum of Incorporation of the CLHOA as well as the Estate Rules, which may change from time to time. Copies are available from the Estate Management offices during office hours (subject to availability) and may also be viewed and downloaded online from the official Cedar Lakes Website at www.cedarlakes.co.za.

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1 DEFINITIONS

1.1 CLHOA

Cedar Lakes Homeowners Association – Registration Number 2000/002883/08 – is a Non- Profit Company. The term “CLHOA” as used in these rules shall mean the duly authorised Directors and Management of the Estate, including appointed committees.

1.2 Common Areas

The entire Estate, excluding those stands that are registered in the name of a Member.

1.3 Directors

The current Board of Directors of the CLHOA as nominated and elected from time to time.

1.4 Owner

The current registered owner(s) of the property as per the title deed.

1.5 Erf/Stand

The Memorandum of Incorporation define an ‘Erf’ as that portion of land registered in the name of any person in terms of the Deeds Registries Act. No. 47 of 1937. In the Estate Rules, the term used is “stand” and relates to the same piece of land.

1.6 Estate Manager

The manager appointed and employed by the CLHOA as provided for in Paragraph 10 of the MOI.

1.7 Member

As per the definition in the Memorandum of Incorporation, Membership of the Association shall be limited to the person who is, in terms of the Deeds Registries Act, reflected in the records of the Deeds Registry concerned as the registered owner of any land, Erf or unit in the Association Area. Refer Item 3 of the Memorandum of Incorporation for a full description of Member.

1.8 Memorandum of Incorporation (MOI)

The current version of the Memorandum of Incorporation of Cedar Lakes Homeowners Association (NPC).

1.9 Occupant

As per the definition in the Memorandum of Incorporation means any person ordinarily resident on any Erf within the Association Area.

1.10 Owner

The current registered owner(s) of the property as per the title deed of such property.

1.11 Penalties

In terms of Paragraph 9.2.3 of the Memorandum of Incorporation CLHOA may impose a financial penalty for non-compliance or breach of any Estate Rule.

1.12 Rules

The current Estate Rules as determined by the Directors of the CLHOA.

1.13 Security

Shall mean the duly appointed company, by the CLHOA, to Manage the Estate's security.

1.14 Tenant

Shall include the Lessee and all family members, employees, visitors, guests, invitees and contractors of such Tenant.

1.15 The Estate

Cedar Lakes Residential Estate being the Association Area as defined in the Memorandum of Incorporation of CLHOA and which includes all stands, private and public spaces, natural areas and all roads within the Estate.

2 LEGAL ASPECTS

2.1 Cedar Lakes Homeowners Association NPC

The office is located opposite the Clubhouse on the Boulevard.

2.1.1 Staff: There is a Management Team located at the Estate Office and employed by the CLHOA:

- ✦ An Estate Manager and a support team as determined by the Board of Directors from time to time;
- ✦ The Estate Manager as the appointed representative of the Directors has the authority of the Directors in applying these rules. Any instructions issued by the Estate Manager regarding the application of the Rules will carry the authority of the Directors;
- ✦ There will be no tolerance of abuse of Estate employees/ Directors/ agents/ contractors/ security staff or of a lack of co-operation or non-compliance with an issued ruling. Penalties and/or legal steps will be taken against offenders at the discretion of the CLHOA. The employee/ Directors/ agents/ contractors/ security staff may also institute independent action.

2.1.2 Directors: Appointed in terms of the Memorandum of Incorporation by the Owners at each year's Annual General Meeting (AGM), alternatively by co-opting in terms of the MOI. All are volunteers and are unpaid;

2.1.3 Committees: There are various committees appointed by the Board of Directors to assist with the running of the Estate and like the Directors, are volunteers and unpaid;

2.1.4 Outsourced: The following functions are currently outsourced to Independent Contractors who are directly responsible to the CLHOA:

- ✦ Maintenance;
- ✦ Security and Access Control;

- ✦ Landscaping;
- ✦ Clubhouse.

2.1.5 As the Owners “own” the CLHOA, it is important that the community works together to maintain the Estate in a pristine condition for the benefit of all. Construction, development and behaviour outside the scope of the rules will generally not be in the interest of Owners;

2.1.6 There is often a misunderstanding of what Owners can expect from the Management staff and also who is responsible or who owns which services. The following are of importance:

2.1.6.1 Owned & Maintained by CLHOA

- ✦ Parks and Green belts;
- ✦ Lakes;
- ✦ Clubhouse;
- ✦ Administrative Office;
- ✦ Amenities such as the Swimming Pool, Tennis Courts, Cricket Nets, Soccer Pitch and other items such as the Playground Equipment and Braai areas;
- ✦ Gate Houses and the Administrative Offices;
- ✦ Road Infrastructure and Street Lights;
- ✦ Boundary Wall and Security Infrastructure

2.1.6.2 Owned and/or Maintained by the Members

- ✦ **Verge:** The verge of the Member’s property;
- ✦ **Water:** From the house side of the water meter;
- ✦ **Sewer:** Up to the connection to the City of Johannesburg sewer just outside of the stand boundary;
- ✦ **Electricity:** From the meter box on the pavements (could be on the other side of the road in some instances);
- ✦ **Telephone:** Depends on the terms agreed with the Service Provider;
- ✦ **Fibre to the Home:** From the road to the property;
- ✦ The property registered to the Member following the definition above. The CLHOA shall not be responsible in any way for loss or damage occurring to such property, including but not limited to Acts of God.

2.1.6.3 Owned and/or Maintained by the City of Johannesburg:

- ✦ **Electricity Supply to all residences.** Usually to a shared meter box for 4 (four) houses and from there maintained by the Owners;
- ✦ **Sewer System:** including all main lines and the distribution drains to which the Owners connect their residence. All blockages, overflowing, repairs and cleaning can only be carried out by the City of Johannesburg. CLHOA are not allowed to work on the Council System. This is the same as any suburb within the City boundaries;

- ✦ **Water System:** Including all main lines and the distribution lines in common property, to which the Owners connect their residence. Everything up to the water meter;
- ✦ Although the CLHOA do not own or maintain the services of the City of Johannesburg (listed above), the staff will assist the Owners in approaching the various Departments when there are major breakdowns or problems with the supply.

Owners are requested to report any problems they are personally experiencing with the above Services directly to the relevant City of Johannesburg Department and if further assistance is required, to then request the CLHOA Management to assist if possible.

2.1.7 The Telephone Service is maintained by the Owner's selected Service Provider(s);

2.1.8 The Fibre to the home is maintained by the Owner's Service Provider.

2.2 Legal Status

Under the conditions of the title of every property on the Estate, the registered Owner is obliged to comply with the Estate Rules, and any interpretation thereof, made by the Directors in terms of the Memorandum of Incorporation.

The wording of each Title Deed is as follows:

Each Title Deed is subject to the following conditions imposed by Cedar Lakes Country Estates (Proprietary) Limited in favour of Cedar Lakes Homeowners Association NPC – Registration Number 2000/002883/08 (hereinafter referred to as "The Homeowners Association").

2.2.1 Every Owner of the Stand, or Owner of any subdivision thereof, or Owner of any unit thereon or any interest therein, shall automatically become and shall remain a Member of the Homeowners Association, and be subject to its' MOI until he/ she ceases to be an Owner as aforesaid;

2.2.2 Neither the Stand, nor subdivision thereof, nor any unit thereon, nor any interest therein shall be transferred to any person who has not bound himself / herself to the satisfaction of such Homeowners Association to become a member of the Homeowners Association;

2.2.3 The Owner of the Stand, or Owner of any subdivision thereof, or any unit thereon, or any interest therein, shall not be entitled to transfer the Stand, or any subdivision thereof, or any unit thereon, or any interest therein, without a CLEARANCE CERTIFICATE from the Homeowners Association that the provisions of the Memorandum and Memorandum of Incorporation of the Homeowners Association have been complied with.

2.3 Owners Responsibility

2.3.1 The Owner of each property is responsible for ensuring compliance with the Estate Rules by his or her family, Tenants, visitors, invitees, employees, contractors, sub-contractors, delivery persons and the like;

2.3.2 The Owner shall be responsible for payment of any penalties levied against such persons by the CLHOA, and shall be prevented from denying responsibility for any non-compliance of the Estate Rules by them;

2.3.3 Each Owner will comply with the Estate Rules and will not be entitled to rely on the non-compliance of an Estate Rule by any other Owner as a defence or as a reason for non-compliance of an Estate Rule by such Owner.

2.4 Lease of Residences

- 2.4.1 A Member shall not enter into or execute or otherwise lease or allow occupation of any of his property within the Association Area to a 3rd party (“Tenant”) other than (i) upon review and with written permission from the CLHOA (which permission shall not unreasonably be withheld) and (ii) in terms of a written Lease Agreement which shall include the terms described herein below, a copy of which shall be provided to the CHLOA prior to any Tenant executing such lease or being permitted to take occupation of a member’s property (“Residence”).
- 2.4.2 The written Lease Agreement must include provisions to the following effect:
- 2.4.2.1 The Member and Tenant confirm that neither the Tenant nor any persons occupying the Residence in terms of the Lease Agreement:
- have any previous convictions in respect of the offences listed in Schedules 5 and 6 of the Criminal Procedure Act, Act 51 of 1977; and
 - are the subject of any investigation by the South African Police Services in respect of any such Schedule 5 or 6 offences; and
 - are registered as sexual offenders in any Sexual Offences Register.
- 2.4.2.2 The written Lease Agreement is subject to a suspensive condition that the tenant and every person who will be occupying the Residence in terms of the Lease Agreement, subject themselves to a security background check by the CLHOA (through its appointed contractor for such services) and the CLHOA thereafter confirming in writing that the Tenant and all the occupants do not have any such previous convictions, are not the subject of any such investigations, and are not registered in any Sexual Offences Register.
- 2.4.2.3 The Lease Agreement shall automatically and without notice terminate upon the Tenant or any of the occupants of the Residence being convicted of committing a Schedule 5 or Schedule 6 offence, or upon their names being entered into any Sexual Offences Register.
- 2.4.2.4 That the Tenant confirms that the Tenant has received a copy of the CLHOA Rules and undertakes to abide by the CLHOA Rules
- 2.4.2.5 The Tenant shall not be permitted to sublet the Residence.
- 2.4.3 A Member shall not permit any person who has a previous conviction in respect of a Schedule 5 or 6 offence, or who is the subject of any investigation by the South African Police Services in respect of any Schedule 5 or 6 offence, or whose name has been recorded in the Sexual Offences Register, to occupy the Member’s Residence.
- 2.4.4 The A Member shall be liable for the conduct of the Tenant or occupants of the Residence.
- 2.4.5 To allow the CLHOA to exercise its review of the written Lease Agreement, the Member shall provide the CHLOA with copy of the lease agreement together with:
- the true name and contact details of the Tenant,
 - certified copies of the identity document of the Tenant or corporate documents and SARS registration in the event of a juristic entity being the Tenant, and
 - copies of identity documents of all the persons intending to reside at the Residence.

- 2.4.6 Insofar as a Member should make use of the services of a Property practitioner or other form of rental agent to secure a Tenant for a Residence, the above provisions shall continue to apply, and it will be the responsibility of the Member to inform the Property Practitioner or agent accordingly.
- 2.4.7 Any breach of the provisions of this rule shall be deemed a breach of the Estate Rules regarding Security or Access Control. For each calendar month the provisions of this rule are deemed to be breached and remain uncured, the applicable penalties shall apply.
- 2.4.8 The CHLOA shall within 10 (ten) days of the receipt of the documentation described hereinabove review the Lease Agreement for compliance with this rule and either grant its consent or refuse to grant its consent for the conclusion of such lease. Where the CLHOA provides its consent, the Member shall have the lease executed and shall within 5 (five) days of signature deliver a copy of the signed lease to the CLHOA. Where the CLHOA refuses to grant its consent, and upon request, it shall provide reasons to the Member for its decision.

2.5 Limitations of CLHOA liability

The CLHOA, its Directors, Employees, Servants or Agents shall not be responsible to the Owner or to any family member, Tenant, employee, servant, agent, customer, visitor or invitee of the Owner or any other person claiming through the Owner for any accident, injury (including death), damage or loss caused by or through or while using any of the roads or common property in the Estate and the facilities on or under the control of the CLHOA including but not limited to the lakes and dams, the Estate swimming pool facility, the tennis courts and cricket nets, soccer pitch, the playground, and gyms whether or not arising from or accountable to negligence, or however else occasioned, or arising from any defect in the roads described above, common property or facilities, or as a result of any act whatever or neglect on the part of the CLHOA or its Servants, Directors, its Employees, or agents, or because of any repair to be effected by the CLHOA not being effected timeously or at all.

The Owner acknowledges that the roads, common property and facilities envisaged in this clause will be used at his sole risk and indemnifies the CLHOA and its Directors, Employees, Officers and Agents against any claim in respect of any of the foregoing.

2.6 Amendments to the Rules

In terms of paragraph 9 of the Memorandum of Incorporation, the Directors are entitled at any time to amend, add to, or delete items from the Estate Rules in whatever manner they may deem necessary to protect the interests of the CLHOA;

- 2.6.1 The Directors may amend the Estate Rules without incurring any liability to any person, and any amendment shall become binding upon all Owners and their Tenants once the relevant updated Rule on the official Cedar Lakes Website;
- 2.6.2 Wherever possible, The CLHOA shall communicate any changes to the rules by whatever means it deems appropriate as soon as reasonably practicable.

2.7 Penalties

- 2.7.1 The CLHOA is entitled (in terms of paragraph 9.2.3 of the Memorandum of Incorporation) to impose a financial penalty on an Owner or Tenant for non-compliance with or breach of any of the Estate Rules, including breaches by guests or invitees;

- 2.7.2 The amount of the penalty shall be at the discretion of the CLHOA, but subject to the maximum per the current Schedule of Penalties approved at the most recent AGM. Exceptions to this may be permissible for contraventions not covered by the existing schedule;
- 2.7.3 The recipient of the penalty shall be entitled to receive written notification of the offence and the amount of the penalty;
- 2.7.4 The recipient is entitled to lodge a written objection to or an appeal against the penalty with details of any mitigating circumstances. Such objection shall be received at the CLHOA Management Offices within 7 (seven) working days of receipt of notice of the penalty. If no such objection or appeal is lodged, within the aforesaid 7 (seven) days, then the penalty becomes final and binding on the recipient;
- 2.7.5 The CLHOA Chairman, or nominee, shall be required to consider the objection or appeal within 7 (seven) working days and give a decision as to whether or not the penalty stands or should be amended. Such decision shall then be final and binding on the recipient;
- 2.7.6 The penalty shall be payable within 7 (seven) working days of the appeal decision or the initial notification in the absence of any appeal. Any penalty imposed on an Owner, Tenant, or Occupant shall constitute a debt due and payable to CLHOA by the Owner, Tenant or Occupant.

2.8 Payments of levies and other amounts

To be read in conjunction with paragraph 22 relating to overdue levy payments and other amounts due.

- 2.8.1 Levies are due and payable monthly in advance on or before the first working day of every month;
- 2.8.2 The CLHOA is entitled to charge interest and penalties on any levy or any other outstanding amount not paid on the due date;
- 2.8.3 Owners are reminded that no property may be transferred until all amounts (including interest, administration costs, penalties and legal costs) due to the CLHOA have been paid;
- 2.8.4 No Owner may vote at any meeting of the CLHOA nor stand for election as a Director, or as an appointed Committee Member, if in arrears with any amount due to the CLHOA;

2.9 Confidential Information

- 2.9.1 CLHOA will from time to time, disclose information to Members and Owners and as the case may be Tenants and Occupants, which information may be deemed confidential. Such information may be communicated either in hard copy, soft copy, electronically, orally or through any other communication platform such as portals and social media;
- 2.9.2 CLHOA shall where possible, mark such documentation as confidential. However, the failure to do so should not negate the fact that such information and/ or documentation may be considered confidential and shall be treated as such by the recipient under this clause 2.9;
- 2.9.3 Confidential Information shall include, but not be limited to:

- Financial information of the CLHOA including annual financial statements, management accounts, budgets, financial forecasts, financial workshop presentations or similar presentations, portfolio budgets & expenditures, operating costs, staff salaries & wages,

Member's arrears, presentations for general meetings or other meetings of the Members, Board, staff or its Committees, notices containing financial information, project plans and expenditures associated therewith;

- Details of CLHOA issued tenders, appointed service providers' contracts and quotations;
- CLHOA processes, directives, operating procedures, strategy documents and long-term planning information;
- CLHOA staff, Director and Committee Member personal details and information.

2.9.4 All recipients of such Confidential Information, including Members, Owners, Tenants or Occupants as the case may be, shall not in any manner or forum disseminate, disclose or publish such Confidential Information to any person who is not a Member, Owner, Tenant or Occupant of CLHOA or to any other third party.

2.10 Legal Fees

2.10.1 All legal costs incurred by CLHOA in respect of any proceedings instituted by CLHOA against an Owner in respect of the recovery of any amount owing by an Owner to CLHOA shall be recoverable as against the Owner on the scale as between attorney and own client. Should CLHOA be required to defend any proceedings instituted by an Owner as against CLHOA, and should CLHOA be successful in such proceedings, the Owner shall be liable for such legal costs incurred by CLHOA on the scale as between attorney and own client.

2.10.2 In the event that CLHOA is required to incur legal costs in enforcing compliance with these Rules in instances where, inter alia, an Owner refuses and/or neglects to comply with reasonable demands and instructions from CLHOA in terms of these Rules, CLHOA shall be entitled to recover such legal costs on an attorney and own client scale. In the event that CLHOA is required to incur legal costs in matters where an Owner has necessitated CLHOA to instruct legal representatives, and should such Owner not persist with the matter to litigation, the Board, at its sole and exclusive discretion, shall be entitled to recover such legal costs against the Owner on the scale as between attorney and own client.

2.11 Access to Information

2.11.1 In order to maintain the highest standards of governance and transparency within the CLHOA, and in addition to the right of any member to access information under the MOI, members in good standing are also entitled on application to the Estate Manager to view the following information pertaining to the business of the CLHOA:

- Financial - financial information, including management accounts, bank statements, and investments. The salary or package of direct employees and their remuneration is privileged and protected (inter alia in terms of Section 90(1) of the BCEA but will be disclosed in the annual financial statements of CLHOA.
- Procurement – any and all contracts with suppliers.
- Strategy – any and all strategic plans for the CLHOA

2.11.2 In order to maintain confidentiality, security and integrity of the information, members shall only have the right to view the above information subject to such reasonable conditions as may be imposed by CLHOA and may not make or receive copies thereof.

- 2.11.3 Members may not abuse the right to access the information described above and should the CLHOA, in its reasonable opinion become inundated with access requests or in its discretion view a request as unduly intrusive, abusive or mala fide, it may take such action as it deems necessary to prevent any abuse, and in the final instance, may in its sole discretion, deny access to abusive members.
- 2.11.4 Security related information may be particularly sensitive and the CLHOA may in its sole discretion, withhold sensitive security information.
- 2.11.5 The CLHOA shall in its administration of this rule, ensure compliance with applicable laws, including the Protection of Personal Information Act (POPIA) as amended or updated from time to time.

3 SECURITY

3.1 Estate Security

- 3.1.1 The security of the Estate is of paramount importance;
- 3.1.2 Owners and their Tenants shall at all times comply with whatever security systems and procedures relating to access control or other security aspects which may be implemented by the CLHOA;
- 3.1.3 It is to be noted that the perimeter security and access control system serves as a deterrent and detection function and is not guaranteed to prevent a determined attempt at the intrusion into the Estate;
- 3.1.4 Accordingly, neither the CLHOA nor its Security Contractor nor any of their Agents, or Employees shall be liable for any loss of life, injury, damage or loss of property suffered by any person;
- 3.1.5 Whichever contracted security Company undertaking the access control and Estate security is the contracted Agent of the CLHOA, not of individual Owners or their Tenants. No Owner or Tenant may issue an instruction to Security Employees other than directly through the Estate Management;
- 3.1.6 There will be NO tolerance of abuse (verbal or physical) of security employees, or of a lack of co-operation or non-compliance with any issued instructions. Penalties and/or legal and criminal steps will be taken against offenders at the discretion of the CLHOA. The Security Company may also institute independent action separately.
- 3.1.7 Should an Owner wish to install an alarm system on their property they may do so subject to the following:
- The alarm must be silent;
 - Approval must be obtained from the CLHOA prior to installation;
 - A standard size display sign may be erected on the property;
 - The chosen Security Operator must abide by all the Rules of CLHOA that may be applicable to such Operator and in particular but not limited to any instruction or request of Estate Security as well as all Estate Road Traffic Rules.
- 3.1.8 While the CLHOA has the responsibility of securing the Estate perimeter as well as access to and egress from the Estate it is the responsibility of each property owner / Tenant to secure their individual properties

3.2 Access control

As an integral part of overall security, the CLHOA shall be responsible for regulating access to the Estate. There is a significant cost attached to operating and maintaining a secure access control system. It follows that granting of access devices to Owners and Tenants to make use of the access control system and expedite entry and exit for them and their guests shall only be afforded to those Owners and Tenants who are up to date with their levies or penalties;

- 3.2.1 The CLHOA reserves the right to suspend the operation of an Owner or Tenant's access devices should that Owner or Tenant be in arrears with CLHOA levies or any other monies owing, including unpaid penalties. This includes any additional device supplied to individuals residing or working at the same Stand;
- 3.2.2 Similarly, access devices may be suspended at the discretion of the Estate Security or CLHOA should the holder have contravened the Estate Rules, or whose conduct – in the opinion of Estate Security or CLHOA – may have jeopardised the integrity of the security system and/ or the community;
- 3.2.3 The CLHOA shall not be entitled to deny access to the Estate to any bona fide Owner or Tenant whose access devices have been suspended. In such a case, the Owner or Tenant will merely be required to sign in and out manually as with any guest to the Estate;
- 3.2.4 The CLHOA and its Security Contractor shall be entitled to deny access to visitors, agents or contractors at their discretion. Such denial shall not be unreasonable;
- 3.2.5 Each property within the Estate shall be entitled to receive 2 (two) access devices for the once-off payment of the required fee. Any additional devices will only be given to additional bona fide residents of properties provided the Owner or Tenants can provide proof of that person's residence to the satisfaction of the CLHOA;
- 3.2.6 No access devices shall be given to non-residents of the Estate, except by special application to the CLHOA and in special circumstances – such as for a caregiver regularly attending to an Occupant unable to answer the telephone;
- 3.2.7 No employees including but not limited to, domestic workers, gardeners, nannies, housekeepers, drivers, agents, au pairs, or contractors shall be entitled to receive access devices for the traffic booms at the gates except by special application to the Estate Manager. Special arrangements for frequent pedestrian entry and exit of employees are catered for by the Security Service Provider at Alpha Gate. This may include the use of fingerprint and/or other biometric readers. Occupants are required to register their employee's access requirements at the CLHOA office;
- 3.2.8 Access devices are not transferable. Holders may not allow other individuals to gain possession or make use of their access device. Transfer from one person to another may only take place under the auspices of the CLHOA;
- 3.2.9 An Occupant may not make use of an access device to allow the entry or exit of any person or vehicle other than the one in which they are travelling. The security of the Estate is dependent upon being able to identify persons and vehicles of non-residents entering the Estate. Circumventing strict access procedures compromises the security of the Estate;
- 3.2.10 An Occupant shall at all times ensure that his access device(s) are kept in a safe place and shall notify the Estate Manager as soon as possible in writing of any loss of an access device;

- 3.2.11 CLHOA has implemented a chargeback system to recover Access Control usage costs for excessively high usage of the access control system. The current cut off level is 35 accesses per calendar month, and any calls in excess of this will be billed to the relevant Stand at a cost to be determined by CLHOA. Any increase from Access Control with regards to usage cost charged to the CLHOA will result in an increase in the chargeback recovery. CLHOA reserves the right to vary the cut off level in accordance with an increase in its costs in this regard.
- 3.2.12 For the purposes of preventing any circumvention of the Estate Rules, CLHOA may, within reason, verify the identity of any passenger in any vehicle entering the Estate to determine whether such person is a Member, Owner, Occupant, Tenant or other person permitted onto the Estate.
- 3.2.13 CLHOA may, within reason, reserve the right to search any vehicle or person entering or exiting the Estate and may delegate such function to Estate Security who may exercise such right within their discretion. Any refusal to consent to such search may result in either the vehicle or person being denied access to the Estate as the case may be, however it is specifically noted that no *bona fide* Owner or Tenant may be denied access to the Estate.

3.3 Pre-cleared Codes

The issuing of pre-cleared access codes via the Access Control system is there to facilitate entry to the Estate for visitors invited by Occupants.

- 3.3.1 A maximum of 10 codes per Stand will be generated by the Access Control system for a single event. If more codes are required, a second and third request can be sent to the Access Control system;
- 3.3.2 Pre-cleared codes will be valid only for a period of 24 hours from issue, thereafter the Occupant must issue an exit code to the visitor;
- 3.3.3 Visitors entering the Estate with pre-cleared codes may be recorded on the access control system and issued with the normal slip supplied by the system. This code on the slip must be used to exit the Estate;
- 3.3.4 The advertising of pre-cleared codes on any public platform or social media will not be recognised by the Estate, and access from any person attempting to gain access to the Estate will be refused.

Please note that the Occupant granting access to the Estate is responsible for the actions and behaviour of the visitor/guest at all times.

4 RECREATIONAL FACILITIES

- 4.1.1 The facilities of the Estate are first and foremost for the benefit of levy-paying Occupants. However, several facilities lend themselves to use by Occupants and their invited guests, and to this end, these facilities are available for functions/parties.
- 4.1.2 Please remember that the Occupant hosting the function/party is responsible for the conduct of all visitors and must ensure that they adhere to the rules of the Estate at all times.
- 4.1.3 In order to ensure that the facilities available to all Occupants in the Common Areas are utilised in an orderly manner, the following basic rules will apply.

4.2 General

- 4.2.1 The Tennis Courts, Swimming Pools, Soccer Pitch, Cricket Nets and any other similar facility that may be added in the future fall outside this definition. The use of these facilities is covered under a separate rule;
- 4.2.2 All recreational facilities, lakes, picnic spots and Common Areas are for the use of all Owners, Tenants, Occupants and their guests. In order to ensure visitors or 3rd parties do not use the aforementioned facilities for their own private purposes and unless a 3rd party or visitor has received permission from the CLHOA to use the facilities or Common Areas, a Member, Resident or Connected Person is required to act in good faith, to be present and accompany any visitor or 3rd party who uses the CLHOA facilities or Common Areas. Failure to adhere to the aforementioned may render the applicable Member liable for a fine as determined by the Board from time to time, not exceeding R5000, and may also lead to the visitor(s) or 3rd party(ies) being blacklisted and refused entry into Cedar Lakes, either temporarily or permanently at the Board's sole discretion;
- 4.2.3 In the spirit of good neighbourliness Owners and their Tenants and guests are expected to leave the facility in the condition that it would be expected to be found;
- 4.2.4 While recreational activities are welcome, and encouraged, the CLHOA insists that all litter is removed or placed in appropriate refuse bins and not left at the site;
- 4.2.5 Waterfront properties are private residences, and the privacy and avoidance of disturbance to these properties should be considered at all times;
- 4.2.6 The hitting of golf balls is prohibited on the Estate.

4.3 Functions and Parties

- 4.3.1 While the Cedar Lakes Clubhouse facility as defined in the contract between the Estate and the Operator is excluded from the COMMON AREA definition any area that is to be utilised by the Operator that forms part of the Common Area (e.g. jumping castle) needs to comply with the rules as set out in this section;
- 4.3.2 For any planned function with more than 20 (twenty) guests (including Occupants) application must be made to the Estate office prior to invitations being issued. A form is available at the office for completion that requires a few basic details and dependent on the required facility being available the Estate office will confirm the booking. This also applies to the park in The Ridge. Two parties at each area can be booked as per the time slots indicated on the booking form.
- 4.3.3 The built-in braai areas around the jet park area can only accommodate a maximum of 15 (fifteen) guest (including children). Only 2 (two) braai areas may be booked out per day (one at the top of the area and one at the bottom of the area). Braais adjacent to each other may not be booked simultaneously;
- 4.3.4 Where the proposed function/party is to make use of both the Clubhouse and part of the Common Area bookings must be confirmed with the Operator and the Estate Office;
- 4.3.5 At no time during the function/party may any music be played in the Common Area unless prior approval has been obtained from the CLHOA. Not only does it disturb other Occupants but also clashes with the entertainment of patrons at the Clubhouse. (Please refer to the Rules regarding Noise, paragraph 11);

- 4.3.6 While it is not the intention to prevent the enjoyment of the intended function/party any behaviour that is considered to be unacceptable and is negatively impacting on other users of the Common Area may result in the parties involved being requested to abide by an acceptable code of conduct;
- 4.3.7 Noise levels not exceeding the dB range stipulated in the CLHOA rules have to be maintained at all times (Please refer to the Rule regarding Noise, paragraph 11);
- 4.3.8 Permission for any item erected for use at the party / function including but not limited to water slides, jumping castles and gazebos must be obtained from the CLHOA and may only be erected on the day of the party / function and must be removed on the same day. Any variation to this rule may only take place with the written permission of the CLHOA.
- 4.3.9 Any booking at the Clubhouse with over 25 (twenty-five) guests must be made at, and with approval of, the Estate Office, and will be liable to a fee. This also applies if an Occupant requires exclusivity of an area.

4.4 Swimming Pools

- 4.4.1 Use of the Estate swimming pool area is strictly at own risk. Parents are reminded that it is their responsibility to ensure that any children under the age of 12 (twelve) are to be supervised at all times;
- 4.4.2 Behaviour, as set out in the rules posted at the entry gates to the pools, must be adhered to at all times. Failure to comply could result in the offending party being requested to leave the pool area.

4.5 Lakes

No water sports or activities except for fishing are permitted in the vicinity of the lakes within the Estate. In particular, no boating or swimming is allowed, but the CLHOA will allow non-motorised model sailboats on Lake Willowmere.

4.6 Flying of Model Aircraft

4.6.1 Model Airplanes

The CLHOA will allow the flying of model aircraft under the following conditions:

- ✦ The allocated area for the flying of the model aircraft are the open field area next to the Con Dam parking area;
- ✦ A maximum of five people will be allowed to fly the model aircraft at the same time;
- ✦ The model aircraft may not have a wingspan wider than 600 mm;
- ✦ Only park flyers are allowed;
- ✦ All park flyers must be battery operated;
- ✦ To prevent the possibility of injury, a maximum weight of 500 grams is allowed;
- ✦ The facility can only be used by Occupants of the Estate;
- ✦ Only members of SAMAA are authorised to fly the model aircraft;
- ✦ It is the responsibility of the Occupants to ensure they have the necessary indemnity insurance in place.

4.7 Fishing

4.7.1 A comprehensive FISHING HANDBOOK has been compiled by the fish and dams committee and is available on the Estate web site or in hard copy from the Estate Office.

4.7.2 Owners are required to comply with the Estate's strict fishing rules:

- ♣ A maximum of two rods per person only;
- ♣ A maximum of four rods per household is permitted (incl. guests);
- ♣ Guests may only fish with an Occupant present;
- ♣ Only one hook per rod is permitted when bait fishing;
- ♣ Only Barbless hooks may be used;
- ♣ Hooks must be of a suitable size;
- ♣ Fixed or Death rigs are not permitted;
- ♣ Keep nets are not permitted;
- ♣ No Boga Grips or similar devices are allowed;
- ♣ Fishing is strictly on a catch and release basis only;
- ♣ Fish must be returned to the water as soon as possible after being caught – they may not be moved from the water's edge;
- ♣ Fish, crabs or frogs may not be used as bait;
- ♣ No live bait may be used;
- ♣ Fish may not be transferred between the various lakes;
- ♣ The fisherman must be aware of the birds and waterfowl at all times when spinning and surface fishing;
- ♣ Fishing line may NOT be discarded at the lake or surrounding area. All loose line to be removed and discarded at your home or in the fishing line bins around the dams;
- ♣ Parents are reminded that it is their responsibility to ensure that any children under the age of 12 are to be supervised at all times;
- ♣ Parents have a duty to ensure that junior anglers are educated and informed about the rules, and fish in a responsible manner;
- ♣ Periodically, certain lakes will have a "No Fishing" signposted for ecological reasons. Strict compliance with these signs must be observed at all times.

4.8 Wildlife Policy

4.8.1 To control and manage wildlife on the Estate, feeding of wildlife on the common areas and greenbelts is strictly prohibited unless authorised by the CLHOA (i.e. Owl Release Program). This includes feeding of rabbits, ducks, geese and throwing food into the lakes for the fish. While the food may not be intended for the geese, they will certainly take advantage of what's on offer, and this must be prevented. If not adhered to, a penalty may be imposed;

4.8.2 No rabbits and/or other animals are allowed to be released into the Estate by anyone unless authorised by the CLHOA. If not adhered to, a penalty may be imposed;

4.8.3 CLHOA is solely responsible for the management and control of all wildlife on the Estate.

4.9 Cricket Nets, Tennis Courts and Soccer Pitch

4.9.1 There is a booking system for the tennis courts and cricket nets and Occupants may make prior bookings through the CLHOA Portal or App. The booking must include the name of the Occupant who will be using the facility and the stand number of that Occupant. Bookings may not be longer than two hours per session and Occupants are limited to only three bookings a week. One Occupant may not book out both courts at the same time. Games must be finished in time for the next booking to begin. Should an Occupant not arrive or be late by 10 minutes for their booked time the court may be used by other Occupants. Occupants must delete their booking if they will not be able use the facility at the booked time.

4.9.2 Appropriate footwear must be worn on the Tennis Courts, soccer pitch and cricket pitch at all times, all forms of spikes and studs are expressly prohibited;

4.9.3 No skateboards, rollerblades or similar devices are allowed on the Tennis Courts, soccer pitch and cricket pitch;

4.9.4 The Tennis Courts are for the exclusive use of Tennis Players. No other activities may be conducted on the Courts whatsoever without the express prior permission of the Estate Manager;

4.9.5 As these facilities are close to residential properties, they may only be used between 06H00 and 20H00 Sunday to Thursday, and 06h00 and 22h00 Friday and Saturday.

4.10 Playgrounds, Jungle Gyms, Water Jet Park and Swimming Pools

4.10.1 Use of these areas are strictly at own risk and parents are asked to ensure that children under the age of 12 (twelve) are supervised at all times;

4.10.2 Only those playgrounds and equipment provided by the CLHOA are allowed on the common property. Privately owned play equipment shall be confined to the Owner's private property and shall meet the requirements laid down by the Architectural guidelines as detailed in these Rules and may only be erected with the express written permission of the CLHOA.

4.11 Cycling

4.11.1 Cycling is becoming a very popular recreational activity amongst Occupants of all ages with the result that there is increasing use of the various Estate facilities;

4.11.2 There are several children that cycle on the roads. Parents must ensure that children are educated on road traffic rules for cyclists. Drivers must please adhere to the speed limit (30 and 20km/h) and be on the lookout for these young cyclists;

4.11.3 National Traffic Act 93 of 1996 and the National Road Traffic Regulations In summary - these rules of the road apply to both motor vehicle drivers and cyclists:

- ♣ Always stop at red traffic lights and stop signs;
- ♣ Give way to pedestrians and stop at pedestrian crossings;

- ♣ Ride with the flow of traffic on the streets;
- ♣ Riding without a helmet is illegal;
- ♣ Ride on the left side of the road;
- ♣ You must be seated in your saddle;
- ♣ You must ride in single file;
- ♣ You may not deliberately swerve your bicycle from side to side;
- ♣ Along with dedicated bicycle paths and lanes, you may ride on any road open to cycling;
- ♣ Use cycle lanes wherever these exist.

4.11.4 To protect our Estate and certain sensitive environmental areas, jogging and cycling paths have been created, and additional paths will be added. These may not be paved but Occupants will be advised of their availability. While cycling is permitted on the common areas, we would ask that due care be taken of the environment. In addition, the following areas may not be used for cycling:

- ♣ The area in and around the Owl House;
- ♣ The Berms in Ridge Park;
- ♣ The Wetlands next to the bridge behind the Clubhouse;
- ♣ The storm watercourses.

4.12 Camping

Camping within the Estate will be allowed under the following circumstances:

- 4.12.1 Only Occupants and their visitors are allowed to camp within the Estate. Visitors must be accompanied by an Occupant;
- 4.12.2 Occupants need to register their details, and the details of where they plan to camp with the Estate Office, a copy of these details will be sent to Security;
- 4.12.3 Camping on greenbelt areas will be allowed, only on mowed grass areas and not less than 10 meters from the edge of any lake or dam;
- 4.12.4 Only tented camping will be allowed; no tents that are built into any trailer, 4X4 or vehicle of any kind will be allowed on the grassed areas;
- 4.12.5 Fires are only to be made in places provided for them, no fires on the ground will be permitted;
- 4.12.6 Gas/Skottel braais will be allowed;
- 4.12.7 Children under the age of 12 must be under adult supervision at all times.

5 ROAD TRAFFIC BEHAVIOUR AND PARKING

In order to achieve an environment which is safe for all Occupants, Owners and Tenants shall drive on the Estate with the utmost care at all times. Please take special note that all the Roads within the Estate are classified as Private Public Roads and as such are subject to all the provisions and requirements of the National Traffic Act 93 of 1996 . The Estate may not relax any of the requirements of the relevant ordinance and all Occupants, and their invited guests are requested to treat all the Estate roads as they would any roads outside the Estate.

5.1 Speed Limit

5.1.1 A speed limit of 30 km/h shall apply on all roads within the Estate except where 20 km/h is indicated (the causeway between the traffic circle in front of the Estate office and the one at the approach to the Village and vice versa). Failure to strictly adhere to the speed limits set shall result in the imposition of a penalty. There is NO GRACE LIMIT applicable.

5.2 Parking

5.2.1 No parking, unless in designated parking bays, is allowed on or in any area:

- On The Boulevard;
- On Deodar Boulevard;
- Any green belt.

5.2.2 Parking in the Clubhouse parking area is reserved for bona fide patrons of the Clubhouse and surrounding recreation facilities;

5.2.3 Parking in designated parking areas and cul-de-sacs is for temporary parking of Occupants and their guests. No vehicles may be parked for an extended period in these areas, except with the express permission of the CLHOA;

5.2.4 The CLHOA is under no obligation to provide parking facilities for Occupants. Should Occupants possess vehicles which they are unable to park off the street in their own properties they are required to make alternative arrangements for storage off the Estate;

5.2.5 Occupants should ensure that their vehicles and those of their guests are parked neatly off the road in their driveways. Where parking has to encroach onto the road, it should be done in such a way so as not to cause an obstruction or nuisance to neighbours. Sidewalks are the property of the CLHOA, and special approval can be obtained from the CLHOA to utilise these areas.

5.3 General

5.3.1 No vehicles other than CLHOA vehicles and their Agents will be permitted to drive on the Common Areas (lawns, paths, etc.);

5.3.2 All vehicles shall be equipped with lights for night driving;

5.3.3 The CLHOA must comply with the South African National Traffic Act 93 of 1996 and accordingly registered and licensed motor vehicles in a roadworthy condition shall be permitted to use the roads within the Estate. "Motor Vehicle" means any self-propelled vehicle and includes:

- A vehicle having pedals and an engine or an electric motor as an integral part thereof or attached thereto and which is designed or adapted to be propelled by means of such pedals, engine or motor, or both such pedals and engine or motor;

• A trailer.

- 5.3.4 Only licensed drivers of road-legal motor vehicles shall be permitted to operate such vehicles within the Estate. Particularly it should be noted that no underage drivers will be permitted;
- 5.3.5 No motorised scooters, golf carts or quad motorcycles are permitted to be driven on any part of the Estate. However, the motorised vehicles specifically designed for use by small children may be used on the paved pathways. Only roadworthy electric vehicles will be allowed to be driven on the roads in the Estate.;
- 5.3.6 Crash helmets shall be worn at all times by both driver and pillion passenger of any road-legal 2-wheeled motor vehicle;
- 5.3.7 All drivers must obey all standard road traffic rules within the Estate as they would on a public road, as well as any instructions indicated by Road Traffic signs within the Estate, or indicated by Estate Security and/or Points men;
- 5.3.8 The driver of any vehicle that acts in a reckless, inconsiderate or irresponsible manner or contravenes any provision of the Road Traffic Ordinance will be subject to the imposition of a penalty as determined by CLHOA from time to time;
- 5.3.9 In addition to any penalty imposed, CLHOA will ensure that all legal remedies available against such driver are implemented, including but not limited to the institution of criminal proceedings.

6 STORAGE OF VEHICLES, BOATS AND TRAILERS

- 6.1.1 No caravan, trailer, boat, quad bike, golf cart or other items that is stored on or about any property and is visible from the road or within public view will be allowed. The CLHOA shall have the right to instruct the Owner to remove or conceal such item;
- 6.1.2 Occupants shall be required to immediately comply with any CLHOA or Security request to remove a vehicle, boat, caravan, trailer or any other item which in the opinion of the CLHOA is parked contrary to the spirit of these rules, or which is causing an obstruction. The CLHOA reserves the right to remove offending vehicles and recover any costs from the Occupant.

7 UNSIGHTLY OBJECTS

- 7.1.1 Owners must at all times ensure that any object, which could, in the opinion of the CLHOA be considered unsightly or to the detriment of the appearance of the Estate, is not visible from the road, common areas, or other properties;
- 7.1.2 Washing, mats, and other objects may not be draped over walls or fences and must not be visible from the road or neighbours' garden.

8 REFUSE

- 8.1.1 Refuse may only be placed in Council approved dustbins. No loose bags are allowed to be placed on the ground next to dustbins. If the volume of your refuse exceeds the capacity of a single bin on a weekly basis, you may acquire multiple bins;
- 8.1.2 Dustbins may only be placed at designated collection points after 17H00 on the day prior to collection and must be removed from the collection point by 21H00 on the day of collection. It is the duty of the Owner and / or Tenant to establish what day that is;
- 8.1.3 Dustbins found outside properties outside this time may be confiscated by the CLHOA and maybe subject to a penalty before being returned;
- 8.1.4 The dumping of any form of refuse on any Common Area is strictly prohibited;
- 8.1.5 Occupants who will be away from the Estate on the collection day may make arrangements with the Estate Management to leave their dustbins at an agreed place.

9 PAMPHLETS AND NOTICES

- 9.1.1 It is expressly forbidden to stick pamphlets and personal notices at the two entrance gates, or anywhere else on the Estates common Property, except for the Notice Boards located at the two gates and then only with prior permission from the CLHOA;
- 9.1.2 No pamphlet(s) shall be distributed within the Estate without prior permission from the CLHOA.
- 9.1.3 No door-to-door sales, canvassing or fundraising may be conducted within the Estate without prior permission from the CLHOA.

10 VANDALISM

The CLHOA has a zero-tolerance approach to vandalism (damage) of Estate property. The following action will be taken against the perpetrators of any such acts:

- 10.1.1 Any damage to Estate property will attract a penalty detailed in Paragraph 21.2;
- 10.1.2 The SAPS will be called, and a case of damage to property will be opened;
- 10.1.3 All damages will be restored at the perpetrators or his/her parent's expense.
- 10.1.4 The perpetrators may be named and shamed in the Cedar Lakes newsletter;
- 10.1.5 Should damage be caused to the property of an Owner within the Estate CLHOA will provide the Owner with all the information at its disposal with regards to such damage. Any legal action will then be at the discretion of the Owner;
- 10.1.6 At the Annual General Meeting held in August 2010 a resolution was passed allowing CLHOA to offer a reward of up to R 5 000 for information that would lead to a successful prosecution of an act of vandalism of any Estate asset.

11 NOISE

11.1 Periods

- 11.1.1 No unreasonable noise shall be created before 07H00 Mondays to Fridays and before 08H00 Saturdays and Sundays;
- 11.1.2 No noise shall be created after 22H00 Sundays to Thursdays and after 24H00 Fridays and Saturdays;
- 11.1.3 Mowers, weed eaters, power tools or any similar tools may not be operated before 07H00 or after 17H00 Monday to Fridays, nor after 13H00 on Saturdays and not at all on Sundays;
- 11.1.4 The sound volume of music, TV's, Video / DVD players and/or any other instrument or device shall be maintained at a level so as not to be a nuisance to adjoining or surrounding property Owners;
- 11.1.5 The maximum acceptable noise level, as measured in decibels, is as follows:
 - 11.1.6 Day Time 50dB
 - 11.1.7 Night Time 45dB
- 11.1.8 Night-time hours are as set out above;
- 11.1.9 Fireworks of any form are strictly prohibited at ALL times, including the celebration of religious festivals. A penalty according to the schedule of penalties as updated from time to time, will apply;
- 11.1.10 No loud music may be played on any of the COMMON AREAS of the Estate, including all the Roads as well as any Parking Areas. (Please refer to the Rule 4.3.5).

12 PETS

- 12.1.1 No Person may keep more than 2 (two) dogs and 2 (two) cats on their property without written permission of the CLHOA;
- 12.1.2 No poultry, pigeons, aviaries, wild animals or livestock may be kept on private property;
- 12.1.3 No pets are allowed on the Common Areas unattended. Such animals will be deemed as strays and may be removed from the Estate by the SPCA to protect the safety of Occupants and or to prevent pets from becoming a nuisance;
- 12.1.4 Pets found without tags will be taken to the CLHOA office. An SMS will be sent out with the description of the animal. The cost of the SMS will be charged to the Owner's levy account;
- 12.1.5 Dogs must be leashed and under control while in any Common Area, other than when in the demarcated Dog Run;
- 12.1.6 The removal of any excrement deposited by any pet in a Common Area shall be the immediate and sole responsibility of the owner of that pet;
- 12.1.7 Every dog or cat must, at all times, wear a collar with a tag indicating the Owner's contact details.
- 12.1.8 All Occupants shall ensure that their pets (being dogs, cats, birds and/ or other animals) are not the cause of disturbance to their neighbours or any other person on the Estate;

- 12.1.9 The CLHOA reserves the right to demand that an Owner or Tenant remove a particular pet from the Estate should that pet – in the opinion of the CLHOA – become a nuisance within the Estate;
- 12.1.10 The CLHOA may impose penalties for non-compliance with these rules. The CLHOA is not required to but may at its sole discretion issue a warning to the Owner for a first offence prior to imposing a penalty and/or removing a pet from the Estate;
- 12.1.11 Refer to Rule 15.3 for the procedure for COMPLAINTS REGARDING PETS

13 BUSINESS ACTIVITIES

- 13.1.1 Cedar Lakes Estate is first and foremost a residential estate and in the interests of protecting its Occupants from the nuisance or aggravation factors usually accompanying such business activities, anyone wishing to operate a business from their residential premises shall with effect from 1 October 2007, apply to the CLHOA for permission to do so. Such permission shall not be unreasonably withheld, and such person making the application shall comply with any instructions, directions or rulings made by the CLHOA in this regard;
- 13.1.2 In addition, no person may conduct any business, professional or commercial activity from or on any property within the Estate which is contrary to any rules, regulations and by-laws of the Johannesburg Land Use Scheme (2018), Section 20, Home Enterprises for Professional Occupation. Approval must be obtained from the City of Johannesburg and the CLHOA. Approval will be subject to the following conditions:
- All the applicable provisions of the City of Johannesburg Land Use Scheme (2018), Section 20 are met.
 - Consent must be obtained from all the neighbours in the vicinity, with signatures and contact details in writing. Approval may not be unreasonably withheld.
 - An interview with the Estate Manager may be required.
 - After review of any application, the CLHOA may impose further restrictions at CLHOA's sole discretion.
 - The application form is completed and submitted with the relevant required information as stated on the form. The application form is available at the office.
- 13.1.3 The following business may be run from home and do not require approval from the CLHOA, however they must still comply with the applicable conditions as set out in 13.1.2:
- Businesses in which the Occupant in the property runs a home office with no more than one (1) other employee.
- 13.1.4 Should any written complaints be received by CLHOA, that such business, profession or commercial activity, hobby or other activity is the cause of a disturbance or nuisance, the Board of Directors may direct that such business, profession, commercial activity, hobby or other activity cease and any instructions, directions or ruling made in this regard shall be complied with.

14 GOVERNMENT LEGISLATION

CLHOA and its Members are bound by the laws of the Republic of South Africa. While the executive arm of the Government of the Republic of South Africa primarily must enforce and uphold the laws of the Republic of South Africa, it may be necessary for CLHOA to introduce measures to enforce compliance of such laws within the Estate. In the event that the Government of the Republic of South Africa, including its delegated officials and bodies, require CLHOA to uphold and enforce existing or newly introduced laws, regulations or directives, CLHOA will, insofar as may be necessary, CLHOA shall be entitled to adopt, uphold and enforce such laws and in so doing shall be entitled to impose penalties in respect of any infringement thereof as may be decided by the Board of Directors and as prescribed in the Schedule of Fees and Penalties from time to time.

15 REQUESTS, COMPLAINTS AND MEDIATION

In order to offer members of the CLHOA an efficient and effective method to handle requests for action within the Estate, as well as to deal with any complaints members may have, the CLHOA requires the following procedure to be adhered to:

15.1 Requests

- 15.1.1 The General Request Form to be completed, with as much detail as possible, and delivered to the Estate Office, for the attention of the Estate Manager. This may be per email or hand delivery to the CLHOA Management offices;
- 15.1.2 The General Request Form will be logged in the appropriate register and assigned a reference number;
- 15.1.3 The CLHOA is committed to acknowledging receipt of the request within 3 (three) working days of receipt;
- 15.1.4 The CLHOA further commits itself to respond to the matter and providing the Occupant with feedback within 7 (seven) working days of receipt or such extended period as may be required in appropriate circumstances.
- 15.1.5 Members are assured of the CLHOA's commitment to administer the Estate as efficiently as possible, and that ALL matters raised for attention will be considered and where possible, handled to the satisfaction of the Member (s).
- 15.1.6 Information regarding the requested action, the notes and details of action taken, will be kept on file in the Estate Office for reference purposes.

15.2 Complaints (Other than Pet-Related)

- 15.2.1 All complaints must be in writing and on the prescribed General Complaint Form. The completed General Complaint Form can be submitted by hand, or electronically, marked for the attention of the Estate Manager;
- 15.2.2 Complaints received from members will be recorded on an official Complaints Form thereafter it will be referred to the Estate Manager for the appropriate investigation and action;
- 15.2.3 The CLHOA commits itself to acknowledge receipt of the Complaint Form within 3 (three) working days of receipt thereof;

- 15.2.4 Complaints will only be dealt with if Occupants are prepared to furnish their names, addresses and telephone numbers;
- 15.2.5 The CLHOA is committed to responding to the complaint and the Complainant within 7 (seven) working days of receipt or such extended period as may be required in appropriate circumstances;
- 15.2.6 The CLHOA will address a formal letter to the Occupant against whom a complaint has been lodged, advising that an official complaint has been received and attaching a copy of the complaint received. Such letter will invite the Occupant to submit written comment to the Estate Manager for consideration within 3 (three) working days of receipt of the letter;
- 15.2.7 The Complaints Committee will then consider the complaint and any written representations and make a ruling with regards to further action to be taken which may include dismissal of the complaint; the issuing of a warning; the imposition of a penalty or such further instructions which in the opinion of the committee it considers appropriate;
- 15.2.8 Such ruling will then be communicated to the Occupant in writing with a copy to the complainant;
- 15.2.9 Information regarding the complaint, action is taken and notes describing the manner in which the matter was resolved will be kept on file in the Estate Office;
- 15.2.10 The CLHOA is not prevented from taking action on its own initiative if evidence of unacceptable conduct should come to its attention from a source other than a written complaint;
- 15.2.11 If the Occupant is dissatisfied with the ruling, they may lodge an objection with the Arbitration Committee. Such objection must be in writing and lodged within 3 (three) working days of receipt of the ruling referred to in 14.2.8 above;
- 15.2.12 Refer to Rule 2.7, which deals with Penalties.

15.3 Complaints regarding Pets

- 15.3.1 Refer to Rule 12 regarding pets on the Estate.
- 15.3.2 Complaints received from members relative to Pets must be in writing, and on the prescribed Pet Complaint Form. The completed form can be submitted by hand, or electronically, marked for the attention of the Estate Manager;
- 15.3.3 Complaints will only be dealt with if Occupants are prepared to furnish their names, addresses and telephone numbers;
- 15.3.4 On receipt of the written complaint, it will be recorded in an official Complaints Register and a reference number assigned to the complaint;
- 15.3.5 The CLHOA is committed to acknowledging receipt of the Complaint Form within 3 (three) working days of receipt thereof;
- 15.3.6 The complaint will be investigated by the Estate Manager;
- 15.3.7 The CLHOA will address a formal letter to the pet Owner advising that an official complaint has been lodged regarding their pet(s) and will attach a copy of the complaint(s). Such letter will invite the Owner of the pet(s) to submit written comment to the Estate Manager for consideration within 3 (three) working days of receipt of the letter;

- 15.3.8 The Complaints Committee will then consider the complaint and any written representations and make a ruling with regards to further action to be taken which may include dismissal of the complaint; the issuing of a warning; the imposition of a penalty or an instruction to remove said pet(s) from the Estate;
- 15.3.9 Such ruling will then be communicated to the pet owner in writing with a copy to the complainant;
- 15.3.10 Information regarding the complaint, the action is taken, and notes describing the manner in which the matter was resolved will be kept on file in the Estate Office;
- 15.3.11 The CLHOA is not prevented by this clause from taking action on its own initiative if evidence of unacceptable conduct should come to its attention from a source other than a written complaint;
- 15.3.12 If the Occupant is dissatisfied with the ruling, they may lodge an objection with the Arbitration Committee. Such objection must be in writing and lodged within 3 (three) working days of receipt of the ruling referred to in 15.3.9 above.

15.4 Mediation

- 15.4.1 If an Occupant is dissatisfied with the ruling made by the Complaints Committee, they may apply within 3 (three) working days of receiving the Complaints Committee's ruling, to take the matter to mediation;
- 15.4.2 Within 14 (fourteen) days of the delivery of the request for mediation, and in the absence of the parties agreeing to a mediator, the Chairperson of the Association, failing him any Director of the Association, shall nominate a mediator which not necessary be a Member of the Association;
- 15.4.3 The mediator will convene and conduct the mediation process at such venue, date and process as he in his sole discretion may determine;
- 15.4.4 The costs of mediation shall be determined by the mediator and shall comprise:
- ✦ the mediator's expense;
 - ✦ Any fee which shall have been previously paid by the parties; Until the costs of the mediation has been determined by the mediator, the said costs shall be borne equally by the two parties and shall be due and payable to the mediator on presentation to them of his written account.
- 15.4.5 If within 14 (fourteen) days of the appointment of a mediator or such extension as the parties may agree the dispute remains unresolved, or despite mediation, the dispute has not been resolved, then the dispute may be referred to CSOS by either party.

16 PROPERTIES

(To be read in conjunction with Appendix 2)

16.1 The building of new Residences / Alterations

- 16.1.1 The Estate Manager and/or Architectural Committee must interview all Owners who are about to build and discuss with them the requirements and rules of the CLHOA;

- 16.1.2 There is an Architectural committee which inspects and approves all plans submitted;
- 16.1.3 The Estate Manager and/or Architectural Committee only visit the building sites from time to time, to ensure compliance with Estate Rules;
- 16.1.4 When undertaking to build on the Estate, the maximum size of the load allowed will be 5000 bricks. No horse and trailer will be allowed;
- 16.1.5 The Estate Management will not supervise or control the quality of any building as this is the responsibility of the Owner.

16.2 Vacant Stands

As tabled and accepted by resolution at the Extraordinary General Meeting of Members held on Wednesday 17 May 2006, the following applies:

- 16.2.1 Plans drawn and prepared in terms of the reasonable requirements of the Architectural Committee must be submitted for approval within 3 (three) months of transfer of ownership of a Stand within the Estate;
- 16.2.2 The building must commence within 6 (six) months of the approval of the plans by the CLHOA Architectural Committee and must be completed within 12 (twelve) months of the approval date of the plans;
- 16.2.3 Failure to comply with any of the above will result in the imposition of a penalty in an amount as determined by the Directors from time to time. Refer to Schedule of Penalties set out in Paragraph 21 for details of the current penalty in this regard;

16.3 Maintenance of Properties

- 16.3.1 Owners shall at all times maintain the exterior of their houses, their garden, boundary walling or fencing, and the sidewalk between the kerb and the road boundaries of their property to the satisfaction of the CLHOA;
- 16.3.2 The CLHOA may from time to time request the Owner to undertake maintenance to comply with 16.3.1 within a stipulated reasonable time period;
- 16.3.3 In the event that this maintenance is not carried out within the period stipulated, the CLHOA shall be entitled to carry out the maintenance and recover the costs from the Owner;
- 16.3.4 External services such as TV aerial wires, electric cables, Air-conditioning pipes and power cables, telephone cables and internet cable. All services are to be built into the walls or concealed within service ducts (conduits) for new buildings and new walls of alterations.
- 16.3.5 It is accepted that with installations on existing walls it is not always practical to build in the services, but care must be exercised to install the service neatly with a minimum blemish to the exterior view of the building. All these services are to be housed in rectangular or square PVC trunking of the smallest practical size. It is not always the shortest route that looks best, and the trunking must be erected in vertical and horizontal directions. The trunking is to be painted with the same paint colour used on the exterior walls to which it is attached. A suitable primer or undercoat to be applied where necessary.

Water Pipes

Up to 25mm diameter can be attached to the exterior where recessing is not practical and must be painted with the same paint used on the exterior walls to which it is attached. A suitable primer or undercoat to be applied where necessary. Sizes above 25mm to be discussed with CLHOA.

☛ Rainwater pipes

Can be attached to the exterior walls. See rules for Gutters and Downpipes

- 16.3.6 Should any Owner wish to repaint their house, they should ensure that the colour selected complies with the Estate guidelines. Prior approval must be obtained from the Estate Manager regarding colour before painting commences;
- 16.3.7 All vacant stands shall be kept in a clean and tidy state at all times. The Owner shall ensure that regular mowing and clearing of any refuse or rubble thereon shall be done regularly and promptly. Should this not be done the CLHOA shall be entitled to carry out the cleaning and recover the costs from the Owner;
- 16.3.8 No seepage, leakage or discharge of any nature, including water (excluding rainwater), is to be discharged onto the sidewalk or road surfaces or onto any area outside or adjoining a stand.

17 GENERATORS

Any installation of a generator, whether purchased or rented and irrespective of output or portability, requires approval from the Architecture committee. All applications will be reviewed against the following criteria:

17.1 Location

- 17.1.1 May not be installed on common property (pavements, greenbelts and roads);
- 17.1.2 May not be visible from the road or greenbelts. Planting or other screening may be required;
- 17.1.3 Fire safety: must not be within 1m of boundary;
- 17.1.4 All fuel to be stored in leak proof/airtight containers specifically designed for such storage e.g. Jerry cans;
- 17.1.5 Potential for noise disturbance – whilst it is accepted that generators are noisy, attempts should be made to position them for minimum impact on neighbours.
- 17.1.6 Sufficient ventilation to prevent fumes build-up is required. If the unit is not to be used externally then full details will be required of venting in accordance with National Building Regulations.

17.2 Operating times

- 17.2.1 Generators may not be operated between 22h00 and 06h00;
- 17.2.2 Generators may only be used during power outages of the utility provider's electricity supply, e.g. City Power.

- 17.2.3 Specific generator runtime periods are restricted to periods during load shedding, the utility provider's infrastructure failures, utility provider's imposed load rotations and failure of the electrical supply to the resident's home.
- 17.2.4 At all times the operating times detailed in paragraph 35.2.2 will supersede the preceding circumstances.
- 17.2.5 The purpose of this rule is to explicitly disallow the running of generators to augment solar or any other alternative power solutions, or if the resident has been disconnected from the utility provider's network, for any reason.
- 17.2.6 This rule may only be deviated from under exceptional circumstances i.e. medical reasons. CLHOA must approve this if possible.
- 17.2.7 If it can be demonstrated that the generator unit in operation cannot be heard from adjacent properties, then exemption from this rule may be granted;
- 17.2.8 Requirements for approval - portable generators:
- 17.2.9 This applies to small portable generators that are not connected into the existing electrical circuits / distribution board but merely have an extension cord that electrical appliances may be plugged into.
- 17.2.10 A site plan showing the location of the intended operating position including proximity to boundary walls needs to be submitted for approval prior to use to assess fire safety.
- 17.2.11 Surrounding neighbours' signed approval on said site plan is needed. Where in the opinion of the estate manager, neighbour approval is being unreasonably withheld; the estate manager may approve the application on the basis of an inspection and sufficient motivation.
- 17.2.12 Where possible, full details of the generator to be purchased, needs to be included in the application for approval.

Note: The risk of Carbon Monoxide (CO) poisoning is very real. Portable generators are not intended to be used in closed spaces. CO build-up is possible in open sided carports and hence these areas are not considered to be external.

17.3 Requirements for Approval – Permanently connected Generators

- 17.3.1 Any generator that is intended to be permanently connected into the existing electrical circuits / distribution board must be installed by a qualified electrician and the appropriate compliance certificate issued, a copy of the certificate must be lodged with the HOA who will attach this to the approved site plan, a copy of which is retained at the office for future reference;
- 17.3.2 Applications for approval of permanently connected generators will be referred to the Subcommittee specifically set up to deal with such applications. This committee has been housed under the Architectural portfolio, and applications will be reviewed against the National Building Regulations;
- 17.3.3 A site plan showing the location of the intended position including proximity to boundary walls needs to be submitted for approval prior to installation;

- 17.3.4 Surrounding neighbours' signed approval on said site plan is needed. Where, in the opinion of the Estate Manager, neighbour approval is being unreasonably withheld; the Estate Manager may approve the application on the basis of an inspection and sufficient motivation;
- 17.3.5 Where possible, full details of the generator to be purchased needs to be detailed in the application for approval;
- 17.3.6 A response to an application will be given within 24 hours in respect of portable generators and 48 hours in respect of permanent generators, workloads permitting. Submissions must be lodged at the Estate office before 14H00 on any given day, Monday to Friday.

18. BOREHOLE DRILLING AND WATER ABSTRACTION

The Cedar Lakes Homeowners Association (CLHOA), under its Memorandum of Incorporation (MOI), has as its main object the promotion and protection of communal interest, including the communal water resources within the estate.

18.1 Hydrological Context

The estate's water management system relies on three primary sources being: rainwater runoff – a critical source for replenishing surface water bodies, a tributary of the Klein Jukskei River – which contributes to surface and groundwater recharge and finally an underlying aquifer falling under the A21 catchment area, classified as a finite and potentially stressed resource that requires careful monitoring and conservation.

Given the interdependence of these water sources, excessive groundwater abstraction could lead to lowered water tables, reduced baseflow to lakes and wetlands, and long-term depletion of the aquifer. It accordingly falls to the CLHOA, in accordance with its MOI to manage the water systems and specifically the aquifer in order to protect the communal interest of members.

18.2 Borehole Application and Approval Process

To ensure sustainable water management, any member seeking to drill a borehole must adhere to the following approval process and make application to the CLHOA before drilling:

18.2.1 Regulatory Compliance. Prior to commencing any drilling or abstraction, members must:

- ✎ Obtain all necessary approvals from regulatory bodies such as the Department of Water and Sanitation (DWS) and the City of Johannesburg, in compliance with *inter alia* the National Water Act (Act 36 of 1998) and share these approvals with the CLHOA.
- ✎ Demonstrate adherence to any water use licensing requirements, particularly if abstraction exceeds permissible limits for domestic use.

18.2.2 CLHOA Approval Requirements. In addition to any formal regulatory compliance, prior to drilling any borehole, a member must also submit a written request to the CLHOA for approval to drill such a borehole. Such request must include at least the following:

- ✎ Purpose of Abstraction – detailing whether the borehole will be used for domestic, irrigation, or other purposes.
- ✎ Site Plan & Borehole Design – including precise location coordinates, drilling depth, casing details, and expected yield.
- ✎ Expected Extraction Volume – with calculations demonstrating sustainable withdrawal rates.

- ✦ Monitoring & Measurement Plan – specifying flow metering, water quality testing, and CLHOA’s access to monitor usage.
- ✦ Neighbouring Property Consent – written approval from adjoining and adjacent property owners to ensure communal water resource protection.
- ✦ Potential Impact on Estate Water Resources – assessment of how the proposed borehole may affect the CLHOA’s DWS licenses, surface water bodies, and overall estate water balance.

18.3 Decision-Making and Oversight

The CLHOA will reasonably evaluate a request for the drilling of a borehole application made by a member with consideration for *inter alia*:

- ✦ The sustainability of the aquifer and estate’s waterbodies,
- ✦ Potential ecological and hydrological impacts,
- ✦ Estate-wide water security and compliance with conservation policies,
- ✦ Compliance with applicable legislation and water licenses, and
- ✦ Whether such borehole serves the communal interests of the Estate.

Any decision by the CLHOA will be made within a reasonable timeframe, and where applications are declined, written reasons will be provided. The decision will align with CLHOA’s main business objectives, ensuring responsible groundwater management while balancing individual water use rights with communal sustainability. A decision may be made with conditions, and in which case members drilling a borehole shall be bound to comply with such conditions.

18.4 Pre-Existing Boreholes

18.4.1 Existing borehole owners must, within three (3) months of this rule’s commencement:

- ✦ Install CLHOA-approved water metering devices;
- ✦ Allow monthly access to CLHOA to monitor abstraction volumes.

18.4.2 CLHOA will set reasonable abstraction limits for existing boreholes within six (6) months, which must be strictly observed.

18.5 Compliance and Penalties

Should any member drill a borehole without having followed the process described herein, they shall be liable for a fine of up to R10,000 per month for so long as the borehole remains in place.

Should a member who has been granted permission to drill a borehole fail to observe the conditions that accompany any approval by the CLHOA, such member shall be liable for a fine of R10,000 per month for so long as the member fails to meet the conditions.

19 GENERAL

- 19.1 Fauna of any nature may not be chased, trapped or harmed in any manner by Occupants or their visitors, guests, invitees, Tenants, contractors, employees etc.;
- 19.2 The CLHOA or their designated Agents may impose penalties on Owners and Tenants for non-compliance with the rules as per paragraph 9.2.3 of the Memorandum of Incorporation. A schedule of penalties is set out in detail in paragraph 21;
- 19.3 The CLHOA reserves the right to recover any costs incurred relating to, but not exclusive, SMS messages for stray pets and the removal of illegally parked motor vehicles, in addition to recoveries specified in these rules;
- 19.4 If any Rule read in its context can be reasonably construed to have more than one meaning, the meaning that best promotes the spirit and purpose of these Rules and best serves the interest of the Estate must be preferred.

20 SALES/ RENTAL OF PROPERTIES AND APPROVED ESTATE AGENTS (TO BE READ IN CONJUNCTION WITH APPENDIX 1)

- 20.1 In order to ensure that prospective purchasers are correctly informed about the Estate, and to avoid the proliferation of unsightly signage, Owners are encouraged to ensure that their prospective Estate Agent is properly approved by the CLHOA;
- 20.2 Owners may elect to sell their property privately but shall be required to pay a fee to the CLHOA to make use of Estate Facilities for the promotion and advertising of their property within the Estate. Owners shall also be required to comply with Estate Agent guidelines per Appendix 1 to these rules;
- 20.3 An Owner must ensure that his Tenants and Estate Agents adhere to these rules and will be responsible for any failure by such Tenant or Estate Agent to comply herewith;
- 20.4 CLHOA may from time to time issue and apply further measures contained in a separate document relating to Estate Agents as it deems appropriate;
- 20.5 No Owner may enter into a lease of a property on the Estate unless such lease contains a copy of these Rules and an acknowledgement of receipt thereof by the Tenant. Owners are responsible for ensuring that their Tenants abide by the Estate rules;
- 20.6 In the case of a sale of a property, the seller must personally ensure that the buyer is informed about and receives a copy of the Rules, Contractors Code of Conduct and any other administrative regulations applicable at the time of purchase. Failing this, the buyer will only have recourse against the seller;
- 20.7 Where an Owner does not wish to utilise the services of an approved Estate Agent, he may select an Agent of his choosing. However such Agent must arrange to meet with the Estate Manager and present a copy of his/ her Fidelity Fund Certificate and undergo an induction process covering the rules of the Estate, after which he/she will be presented with a letter of authorisation, a copy of which may be called for at any time. The purpose of this is to protect prospective buyers and the Estate against unscrupulous and unethical Agents;

- 20.8 No Agent may deal in any property in the Estate unless they have been approved by CLHOA either via the formal approval process or the process set out above;
- 20.9 Every Owner shall within 72 hours of entering into and or exiting from a lease agreement over a property on the Estate, notify the Estate Manager in writing giving details of:
- 20.10 The name and contact details of the Owner and the new or departing Lessee concerned;
- 20.11 The duration of the lease;
- 20.12 The name and contact details of the Estate or Rental Agent managing the lease on behalf of such Owner.
- 20.13 Owners may advertise their property for sale/ rent on the Cedar Lakes Website by submitting the requisite form and fee to the Estate Manager who will ensure this is placed on the Website within 48 hours of receipt of the relevant completed form and confirmation of payment of the nominal fee. The CLHOA makes no warranty in regard to such advertising and shall not be liable for any act or omission relating thereto whatsoever.

21 SCHEDULE OF FEES AND PENALTIES

21.1 Schedule of Fees

Nature of Service	Amount
Biometric Registration	R 60.00
Access Tag	R 50.00
Criminal Checks – Employees and Contractors	R 150.00
Estate Agent Approval (per annum)	R 12 610.00
Temporary Estate Agent Approval (per week/per show day)	R 1 500.00
Resident Private Property Sale Accreditation (per week/per show day)	R 250.00
Ancillary Installations Scrutiny Fee	R 250.00
Drawings Scrutiny Fee (Major Works / Alterations & Additions)	R 2 000.00
Re-submission of Drawings (Building or Alterations) from 3 rd resubmission onwards	R 600.00
Construction Deposit (Major Works / Alterations & Additions)	R 8 000.00
Commencing Works without HOA Approval (Painting, Changing gates, or garage door)	R 2 000.00
Commencing Construction without Approved Drawings from HOA & CoJ (Major Work / Alterations)	R 2 500.00
Building without Approved Plans	R 3 000.00
Clearance Certificate	R 1 250.00
Venue Hire – Common Areas on Estate (per time slot)	R 300.00
Venue Hire – Clubhouse (per venue)	R 1 800.00
Tent Hire (per day)	
8 x 12 Nomadik Tent	R 1 500.00

Nature of Service	Amount
10 x 12 Nomadik Tent	R 1 850.00

21.2 Schedule of Penalties

Nature of Transgression/ Reward	Amount
Breach of Standard Estate Rules (per incident)	R 1 000.00
Breach of Security or Access control Rules (first offence)	R 7 000.00
Reckless or Negligent Driving	R 2 000.00
Exceeding the Speed Limit	R
Where speed limit of 30 km/hr applies:	
30 to 40 km/hr	R 1 000.00
41 km/hr and above	R 1 000.00

Where speed limit of 20 km/hr applies:	
20 to 30 km/hr	R 1 000.00
31 km/hr and above	R 1 000.00
Failure to comply with the rule in respect of fireworks	R 2 000.00
Confiscated Wheelie Bin	R 50.00
Reconnection of Access Devices (Prints and Tags to the security system	R 50.00
Reconnection of Access Devices (Prints and Tags) to security system 2 nd and subsequent offences	R 150.00
Resubmission of Architectural plans which were originally declined for failing to meet the requirements of the rules, at the discretion of the Architectural Committee	R 500.00
Failure to comply with the rule regarding Vacant Stands.	N/A
Reward leading to the successful prosecution for an act of vandalism of an Estate Asset, Maximum of:	R 5 000.00
Lighting of fires in non-designated areas.	R 7 000.00
Vandalism of Estate Property	R 5 000.00
Dogs not on a leash or roaming the Estate (per incident)	R 750.00
Feeding of Geese, Ducks and Rabbits and or releasing of Rabbits	R 750.00
Parking/ driving on the Green Belt (per incident)	R 750.00
Breach of Noise rules	R 750.00
Abuse of CLHOA employees/Directors/agents/contractors/security staff (per incident)	R 2 000.00
Contravention of the provisions of Government Legislation which the CLHOA is obligated to uphold	R 2 000.00
Dissemination of Confidential Information	R 2 000.00

The penalty for any second or subsequent offence, unless detailed above, shall be the amount set out above, plus a discretionary 20% compounded for each subsequent offence.

21.3 Schedule of Building Contractors Penalties

Nature of Transgression	Amount
Contractor's Board not displayed	R 800.00
Building deviates from approved plans	R 3 000.00
No temporary toilet on site	R 500.00
Illegal water or electrical connection (City of Joburg responsibility)	N/A
Dumping (per incident)	R 2 500.00
Untidy Stand or no skip on site	R 1 500.00
Fire made on Stand	R 2 000.00
Not Registering Labourer with the HOA who has been working 5 days or more on site (per labourer)	R 500.00
Lack of discipline with labourer (per labourer)	R 750.00
Labourer walking off-site (first offence per labourer)	R 750.00
Labourer walking off-site (second offence per labourer)	R 1 500.00
Contractor late off-site – per contractor	R 1 500.00
Contractor late off-site – per labourer	R 1 000.00

The penalty for any second or subsequent offence, unless detailed above, shall be the amount set out above, plus a discretionary 20% compounded for each subsequent offence.

21.3.1 The CLHOA reserves the right to suspend any building activities and deny access to contractors for continued breaches of the Estate Rules, or while an owner or contractor is in breach of the rules.

21.3.2 It is the responsibility of the Owner to bear the cost of repair of any damage caused to Estate or Local Authority Installations as a result of building activities.

21.3.3 It will also be the responsibility of the owner to immediately undertake alterations to rectify any breach of the rules at his or her expense and to the satisfaction of the CLHOA.

21.4 Schedule of Borehole Drilling and Abstraction Penalties

Nature of Transgression	Amount
Drilling or abstracting water without CLHOA approval (amount per month until compliant)	R 10 000.00
Failure to comply with any conditions of an approved borehole (amount per month until compliant)	R 10 000.00
Existing borehole owner failing to install approved meter within required timeframe (per month until compliant)	R 5 000.00
Existing borehole owner denying access for meter reading, or exceeding approved abstraction limits (per month of non-compliance)	R 10 000.00

22 LATE PAYMENTS

POLICY WITH REGARDS TO OVERDUE LEVY PAYMENTS AND OTHER AMOUNTS OWING

22.1 Introduction

This policy is applicable to all and any levy amounts owing by Homeowners to the CLHOA.

22.2 Payment due date

Levies are payable in advance on or before the first day of the month as per clause 8.5 of the Memorandum of Incorporation.

22.3 Interest

Should any levy payment be in arrears, the CLHOA Board has the right to **impose interest** per clause 8.10 of the Memorandum of Incorporation (refer item 22.4 below).

22.4 Approved interest

The approved interest rate shall be **Prime** (as determined by the bankers to the Estate from time to time) **plus 2% (two percent)**.

22.5 Sanctions for Non / Late Payment

The Board of Directors have approved the following sanctions for accounts not paid in terms of the Homeowner's responsibility i.e. not paid on or before the first day of the month, monthly in advance.

22.5.1 Stage 1: Amounts outstanding after 5 (five) working days:

- ✎ The Estate Manager / Financial Controller shall send an email to the member using that member's recorded email address, indicating that payment is due.

22.5.2 Stage 2: Should amounts due still be outstanding 7 (seven) working days after due date:

- ✎ All access devices issued to the defaulting Homeowner shall be de-activated.
- ✎ The Financial Controller shall impose interest retrospectively to the first day the amount was overdue at a rate approved by the CLHOA (Clause 8.10 of the Memorandum of Incorporation).
- ✎ Security will be informed that no construction will be allowed to take place on the Stand with arrear levies. All construction vehicles / staff will be denied access.
- ✎ A device reactivation fee of R50 will be charged to the Homeowner's account when access devices are reactivated. Any further and subsequent reactivations in that financial year will be charged at a rate of R150.

22.5.3 Stage 3 – Should amounts due still be outstanding after 30 (thirty) calendar days:

- ✎ The defaulting Homeowner will be suspended as a Member of the Association on such terms and conditions that the Directors may deem fit as per clause 7.8.7 of the Memorandum of Incorporation, and as detailed in the Association's Rules, as updated from time to time.

22.5.4 Stage 4 - Should these amounts due still be outstanding after 90 (ninety) calendar days:

- ✎ The levy account may be handed over for debt collection unless a payment arrangement is made in writing and signed by the member.

- The defaulting Homeowner's name may be forwarded to ITC or any other registered credit bureau, which may result in the defaulting Homeowner being blacklisted.