

RULES AND REGULATIONS OF THE WAGENBIETJIESHOEK HOME OWNERS ASSOCIATION (INCORPORATED UNDER SECTION 21 OF ACT No. 61 OF 1973)

The main objects of the Association are as follows:-

To promote group interest of the members by maintaining the open spaces, the common areas, installation and maintenance of various services such as refuse collection, roads, sewerage, electricity, communication lines and the amenities including overall responsibility for the farming operations and controlling the aesthetic appearance of fences, gates and improvements in the township, and

Providing and paying for measures to ensure the security, access to and safety of the property and all persons therein.

Optimum enjoyment by the members can only be ensured by effective administration and control. It was, therefore, necessary that a set of rules and regulations be prescribed and adopted by the Association. The following are the rules and regulations which have been adopted and which, in terms of, and together with, the Memorandum and Articles of Association, are binding on all members of the Association.

1. INTERPRETATION

- 1.1 Clause headings are for convenience and shall not be used in the interpretation of the rules and regulations.
- 1.2 Unless the context clearly indicates a contrary intention – any expression denoting any gender includes the other genders; a natural person includes an artificial person; the singular includes the plural, and vice versa.
- 1.3 The following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them:-
 - 1.3.1 “the Act” means the Companies Act No. 61 of 1973, as amended or any act which replaces it.
 - 1.3.2 “the Memorandum and Articles of Association” means the Memorandum and Articles of Association of The Wagenbietjieshoek Home Owners Association (Association Incorporated under section 21 of the Act)
 - 1.3.3 “the Developer” means Autumn Star Trading 630 (Pty) Ltd
 - 1.3.4 “the Land” means any erf on the property, or any approved subdivided portion thereof excluding the streets.
 - 1.3.5 “the Manager” means any natural or juristic person appointed by the Association or the developer to undertake all or any of the functions of the Association.



- 1.3.6 "member" means a member of the Association as referred to in the Articles of Association of The Wagenbietjieshoek Home Owners Association .
- 1.3.7 "the Open Spaces" means the common areas, clubhouse and surrounds, amenities, recreational areas and open spaces on the property.
- 1.3.8 "property" means the Township of WAGENBIETJIESHOEK and any further extensions.
- 1.3.9 "the Rules" means the rules made by the trustees in terms of the Articles of Association, as they apply from time to time.
- 1.3.10 "Owner" means a registered owner of an erf as registered in the relevant Deeds Office.
- 1.3.11 "levy" means the levies made upon members for the purposes of meeting all expenses which the company has incurred, or which the directors reasonably anticipate the company will incur, in the furtherance of its objects.
- 1.3.12 "Association" means The Wagenbietjieshoek Home Owners Association, an Association incorporated under Section 21 of the Act;
- 1.3.13 "Wagenbietjieshoek" means the development of the property including all structures to be built thereon.
- 1.3.14 "Development pocket" shall mean the area on an erf that may be developed by an owner and as further defined in the Conditions of Establishment of the township.

2. BUILDINGS

2.1 PLANS

- 2.1.1 An Aesthetics Committee comprising one Developer nominee, a developer nominated landscape architect and a developer nominated architect will be responsible for maintaining the overall aesthetics of the development and will judge both building and site development plans against the architectural and landscaping guidelines. Three copies of building plans in respect of any building or structure and site development plans shall be submitted to the Aesthetics Committee for approval. One copy will be retained each by the Developer and the Home Owners Association. The remaining copy will be endorsed with the approval of the Aesthetics Committee and returned, with a stamped approval thereon and/or appropriate comments, to the stand owner. The approval may be conditional, in which event the stand owner must re-submit the conditionally approved plans to the Aesthetics Committee for endorsement that all conditions have been fulfilled. Once the building plans and the site development plans have been unconditionally approved by the Aesthetics Committee, the stand owners shall submit the building plans to the Local Municipality for approval. No construction shall commence until plans have been approved.



Detailed architectural guidelines and detailed building rules and regulations will form part of a pack distributed to buyers during the first quarter of 2008. The following summarizes the process but owners will be bound by the more detailed documents to follow.

2.2 ARCHITECTURAL GUIDELINES

- 2.2.1 It is the intention of the developers that Wagenbietjieshoek will promote a very high standard of architectural design. In order to ensure stylistic continuity, five different architecture and design concepts have been created, one for each village in the development. The guidelines will be monitored by the aesthetics committee and plans will be scrutinized for adherence to the guidelines. The aesthetics committee shall have the right to reject plans even if they do adhere to the guidelines but are judged as unsuitable. A once-off scrutiny fee, as determined from time to time by the board of directors (initially R4000), shall be payable by the OWNER for submission of plans.
- 2.2.2 The views and privacy of surrounding stand owners must be considered and will be taken into account by the Aesthetics Committee when considering the site development plans for approval. To this end, once the site development plan (incorporating the house plans and landscaping plans) have been approved, the OWNER shall pay R2000 to have the plans digitized for insertion in the GEO 4D digital model of the estate.
- 2.2.3 The floor area of the main dwelling on each stand, excluding garages, storerooms and staff accommodation, shall not be less than 200 (two hundred) square meters in extent.
- 2.2.4 It should be noted that each village will have its own style and that in some instances only single-storey buildings not exceeding a height of 7 meters measured from the ridge of the roof directly down to natural ground level will be permitted.
- 2.2.5 All exposed plumbing and washing lines shall be fully screened from the street elevation, or any other elevation from which it will be visible.
- 2.2.6 Any communication instruments such as telephones, fax, internet & television or DSTV, must be connected to the fibre-optic backbone. No independent, overhead or exposed connection shall be permitted.
- 2.2.7 The development pocket, or the developed portion of the erf comprising house and courtyard gardens, shall not exceed 30% of the Erf.

2.3 CONSTRUCTION

- 2.3.1 Only Aesthetics Committee and/or Developer approved builders may be used.
- 2.3.2 The construction period for buildings shall not exceed 12 (twelve) months.
- 2.3.4 No physical barriers may be erected on the boundaries of the erf except for around the development pocket to the satisfaction of the Homeowners Association.
- 2.3.5 No encroachment over stand boundaries will be allowed during construction.



- 2.3.6 The owner is responsible for ensuring that the builder adheres to the “Builders Rules and Regulations” as amended from time to time.

2.4 MAINTENANCE

All houses and structures shall be properly maintained and shall be kept in a good and sound state of repair at all times.

3. TRAFFIC

- 3.1 No person shall drive any vehicle on any road within the development at a speed in excess of 40 (forty) kilometers per hour, save as hereinafter provided.
- 3.2 The Association may, if it considers it necessary or desirable to do so, impose a speed limit lower than that referred to in clause 3.1 above on such roads or portions thereof as it may deem fit, either temporarily or permanently.
- 3.3 Pedestrians and animals shall have the right of way of all places and at all times within the estate and vehicles shall be brought to a stop whenever necessary to enable such pedestrians or animals to enjoy such right of way.
- 3.4 No person shall drive any vehicle at any place within the estate unless he is the holder of a valid current drivers license, which would permit him to drive such vehicle upon a public road within the Republic of South Africa.
- 3.5 No motorcycles may be ridden on the estate.
- 3.6 With the exception of golf carts, only licensed road vehicles will be permitted on the estate.
- 3.7 Motorized vehicles are not permitted to leave the improved road network on the estate except in special circumstances and then only with the consent of or at the discretion of the Managing Agent.
- 3.8 No vehicle shall enter or leave the estate at any point except at the main entrance gate, except in special circumstances and then only with the consent of or at the discretion of the Managing Agent.
- 3.9 All vehicles entering the estate shall stop at the said vehicle entrance security gate house.
- 3.10 No vehicle shall enter the estate unless admitted thereto by the guard on duty at the said entrance gate.
- 3.11 No person shall, within the estate and outside the development pocket, park or store any caravan, boat, trailer, truck or lorry except with the consent of the Association.
- 3.12 Any vehicle parked and/or abandoned in a common area for more than 14 (fourteen) days will be removed and towed at the risk and expense of the owner.



- 3.13 For the purposes of these house rules “vehicle” shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human agency. No quad-bikes will however be allowed on the land.
- 3.14 No quad bikes/mini helicopters will be allowed on the land.
- 3.15 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the house rules, he shall be liable to a penalty as the directors may from time to time decide.

4. OPEN SPACES

- 4.1 No person shall disturb, harm, destroy or permit to be disturbed, harmed, or destroyed, any wild animal, insect, reptile, or bird anywhere in the open spaces.
- 4.2 No person shall disturb, destroy or collect, any plant material, whether living or dead anywhere in the open spaces, save with the consent of or on instructions of the Association, save further, that the provisions of this clause shall not apply with respect to the exercise by any person or any right granted to him by virtue of any agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes.
- 4.3 No fires shall be lit anywhere in the open spaces except at such place as may be designated for the purpose by the Association, and in a properly constructed fireplace.
- 4.4 No camping shall be permitted except at such place as may be designated for the purpose by the Association.
- 4.5 No person shall discard any litter, including cigarette butts, at any place in the open spaces, except in such receptacles and in such places as may be set aside for the purposes and designated by the Association.
- 4.6 No person shall use any open space within the estate in any manner, which may unreasonably interfere with the use and enjoyment thereof by other persons in the estate and the managing agents shall have the right to prohibit the use of specified sections of the open space by residents and guests, at the managing agent’s discretion, should the environmental need arise.
- 4.7 No person shall, anywhere in the estate, discharge any firearm, or any air gun or pistol, catapult, bow and arrow or any other weapon, except in self-defense.
- 4.8 No fireworks of any description shall be used on Wagenbietjieshoek except with the prior written consent of the manager which is at their discretion to approve or decline.
- 4.9 Only silent burglar alarms will be permitted.
- 4.10 All damage caused within Wagenbietjieshoek through the delivery or transportation of persons / equipment to or from an erf shall be the responsibility of the owner concerned.



- 4.11 No person shall launch upon the river, any craft of any description except in such places designated and set aside for this purpose, by the Association.
- 4.12 Fishing on the river and in dams will only be permitted if the fisherman is in the possession of a valid permit which may be made available by the manager/agent. Permits will be granted for a maximum number of persons per day on a catch and release basis at the sole discretion of the manager. These permits may be obtained for periods of 3 months.
- 4.13 Residents and guests should preferably only use the designated foot-paths and walking trails.
- 4.14 A designated environmental consultant will be required to inspect the farm on an annual basis to ensure that proper environmental management is upheld.
- 4.15 No person shall pollute or permit the pollution of the dams, river and watercourses by any substance, which may, in any manner, be injurious to any plant or animal or which may, in any way be unsightly.
- 4.16 Members and owners must adhere to the EMP (Environmental Management Plan) which may be amended from time to time.

5. DOMESTIC REFUSE

- 5.1 The removal of domestic and other refuse shall be under the control of the Manager who may, in exercising his function in this regard from time to time, by notice in writing to all persons concerned:
- 5.1.1 Lay down the number, type and size of refuse containers to be utilized.
- 5.1.2 Give directions in regard to the placing of such refuse for collection.
- 5.1.3 Require the payment of reasonable charge for the provision of such containers.
- 5.2 It shall be the duty of every owner or occupier of an erf to ensure that such directions given by the managing agent or council are fully observed and implemented.
- 5.3 No person shall keep any refuse within or outside his property except in the aforesaid containers.
- 5.4 Containers shall not be kept in any place outside any erf except in such places as may be specifically set aside therefore or as may be approved by the managing agent from time to time.

6. DOMESTIC ANIMALS

- 6.1 Domestic animals shall be permitted in the estate, provided that they are, at all times, properly controlled in the owners stand by being contained within the prescribed area of each erf and also be controlled properly by the owner in the open spaces. Dogs shall at all times, be on a leash.



- 6.2 The owner of the dog that is taken with the owner anywhere on Wagenbietjieshoek, shall be responsible for the removal and discarding of any dog litter.
- 6.3 Dogs found roaming the common areas will be impounded and released for a minimum fee of R1000 (one thousand rand) or a greater amount, as determined by the directors from time to time.
- 6.4 No more than 2 (two) dogs or 2(two) cats will be permitted per erf without the prior written consent of the directors, at their sole discretion.
- 6.5 Members / residents shall control their dogs and their barking at all times. Barking which results or may result in a nuisance or disturbance to any other resident will not be permitted. It is recommended that dogs be kept inside by the residents, at night.
- 6.6 The keeping of any animal other than a dog or cat must be approved in writing by the directors at their sole discretion.
- 6.7 The directors or their manager reserve the right to remove any pet from Wagenbietjieshoek should they at their sole discretion determine that the concerned pet is proving to be a serious nuisance.

7. INDEMNITY

Every member of the Association acknowledges and agrees that he hereby indemnifies the directors and the Association against all loss, liability, damage or expense which he or any member of his family, his friends, visitors and / or servants, may suffer as the result of or which may be attributable to any negligence of whatsoever nature on the part of the Association in the administration and maintenance of the estate.

8. HOUSE RULES RELATING TO THE COMMON FACILITIES

The club house and other communal facilities may only be used by members and / or their guests, who are properly introduced.

9. SECURITY

- 9.1 The estate security is designed to function as follows:
- 9.1.1 The perimeter of the estate will be fenced with a game fence.
- 9.1.2 The main entrance to the estate will be manned 24 (twenty four) hours a day.
- 9.1.3 Security rules and regulations, as may be issued from time to time by the directors, must be strictly adhered to.
- 9.1.4 Members must give their full co-operation and assistance to Security Guards.



10. FARMING OPERATIONS:

Farming and landscaping related activities may be contracted to a third party / parties by the directors at their discretion. The farming output and products will be marketed on site to residents and any shortfall in the costs of these activities will form part of the levy. Should residents wish to involve themselves with these activities they will be under the control of the relevant farmer.

11. GENERAL

11.1 No washing of any nature may be hung out or placed anywhere to dry, where it may, in the opinion of the Association be unsightly.

11.2 Whenever the manager or directors are of the opinion that the behavior of any person constitutes a nuisance to any other person, or may be detrimental to the amenities of the estate generally, he may call upon such person to cease such behavior. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this clause and shall be liable to a penalty in terms of clause 14 below.

11.3 Insofar as a dispute may arise with regard to the interpretation or implementation of these rules, or insofar as the subject of such dispute may not be explicitly covered by these rules (eg., with regard to noise and noise control), the relevant terms and conditions of the Nelspruit Town Planning Scheme shall be used as a guideline in determining such dispute.

12. OFFENCES AND PENALTIES

12.1 Any person who contravenes or fails to comply with or is deemed to have contravened or failed to comply with any provisions of the house rules contained herein, or the rules made by the Association from time to time, or any order or direction given in terms hereof, shall be liable to a penalty as determined at the discretion of the directors.

12.2 In these house rules, unless it appears to the contrary either expressly or by necessary implication, the word and expressions as are defined in the Articles of Association of the Association.

12.3 The manager may delegate any of the powers so delegated to him, or any power accorded to him in terms of these house rules to any person nominated by him for the purpose, and any reference to the manager shall be deemed to include a reference to such nominee.

12.4 The "managing agent" shall for interpretation of these rules mean the person duly nominated, in writing, by the Association to implement all or any of the rules and regulations contained herein, or to exercise any of the Association's powers in terms of these house rules.

12.5 Any penalty imposed by the directors in terms of these rules shall be deemed to be part of the owners levy.



12.6 No property may be transferred without a clearance certificate valid until at least the end of the month of transfer issued by the Association confirming that all levies and moneys and/or interest owing to the Association have either been paid, or payment thereof guaranteed in a manner acceptable to the Association.

12.7 The Association shall be entitled to charge interest on all overdue accounts at a rate equal to the prime rate of interest plus 2% (two percent) as charged by the Association's bankers from time to time.

13. FINANCE

13.1 It is recorded that the cost of all necessary security, administration, maintenance, repairs and carrying out of improvements with reference to the Association, the open spaces and natural surrounds of the property, shall be financed out of levies imposed by the directors from time to time in accordance with the provisions of the Articles of Association.

13.2 The Directors shall not less than thirty (30) days prior to the end of each financial year, or as soon thereafter as reasonably possible, prepare and serve upon every member at the address chosen by him, an estimate in reasonable detail of the amount, which shall which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, in respect of the preceding year. The directors may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature.

13.3 The notice to each member shall specify the contribution payable by that member to such expenses and reserve fund.

13.4 All levies are payable on or before the first day of each financial quarter.

14. MEMORANDUM AND ARTICLES OF ASSOCIATION

The Memorandum and Articles of Association of The Wagenbietjieshoek Home Owners Association in conjunction with House Rules and Regulations shall govern the running of the The Wagenbietjieshoek Home Owners Association.

DATE

PURCHASER/S

