



CONDUCT RULES FOR MEMBERS

**AND BY EXTENSION
APPLICABLE**

**TO ANY PERSON ENTERING THE
ESTATE OR DULY AUTHORISED BY
THE OWNER TO ACT ON HIS/HER
BEHALF.**

December 2022

**THE CATHKIN ESTATES HOME OWNERS ASSOCIATION NPC
A NON PROFIT COMPANY WITH MEMBERS REGISTERED UNDER
REGISTRATION NUMBER 2004/012469/08 IN TERMS OF THE
COMPANIES ACT 2008 (ACT 71 OF 2008)**

Para	Contents	Page
Part 1	General	
1	Introduction	2
2	Interpretation	2
3	Membership	3
4	Levies	3
5	Committee to Hear Complaints and to Impose Penalties	3
6	Insurance	4
7	Occupancy	4
8	Motor Vehicles, Use of Roadways and Parking Areas	4
9	Refuse Disposal	5
10	Noise	5
11	Gardening	6
12	Pets / Domestic Animals	7
13	Drones	7
14	Fireworks and Chinese Lanterns	7
15	Signs and Notices	7
16	Littering	7
17	Activities on Communal Areas	7
18	Visitors	8
19	Short Term / Holiday Tenants	8
20	Self Catering Guests Access & Egress Procedure	8
21	Business Activities	9
22	Rambling, Cycling, Fishing and Picnicking	9
23	Wildlife	10
24	Gate Access for Home Owners	10
25	Maintenance and Aesthetics	11
26	General	12
27	Emergency/Disaster Management	12
Part 2	Building Operations	
28	Documentation	13
29	Deposits & Fees	13
30	Owner Responsibilities	13
31	Working Hours for Builders and Deliveries	14
32	Access Control	14
31	Roads and Infrastructure	15
32	Power & Water Supply	16
33	Inspections and Site closure	16
34	Delegation and Interpretation	16

1. INTRODUCTION

- 1.1. The Conduct Rules which are set out below are binding on all owners and all persons entering the Estate, who in turn, are responsible for ensuring that their families, tenants, guests, staff and agents comply with them.
- 1.2. Agents appointed by property owners, whether handling bookings or any other matter that requires granting access to other parties are required to fully comply with the rules herein and shall be registered with the Estate as required in section 20 hereof or as may be additionally required by the Estate Manager.
- 1.3 Good community living is achieved when people use and enjoy their properties and the common areas in such a manner that they show respect and consideration for the environment and particularly the rights of other persons lawfully on the property. Compliance with the Conduct Rules and general consideration will greatly assist in achieving a happy community
- 1.4 In case of annoyance, aggravation or complaints occurring between owners or occupants an attempt should be made by the parties concerned to settle the matter between them. This should be done with consideration and tolerance. If however such problems cannot be resolved between the parties then should report the matter to the Estate Manager, The matter may be brought to the notice of the Directors in writing. The Directors may require that a complaint be submitted to them in the form of an affidavit before they, the Directors, consider an adjudication of such complaint.
- 1.5 In case of any conflict between the Conduct Rules and the Memorandum of Incorporation, the Memorandum shall prevail.
- 1.6 Any person who breaches any provision of these Conduct Rules or any direction, instruction, prohibition or condition given or imposed in terms thereof will be liable to a penalty equivalent to one month's levy as applicable to that specific property for each breach.
- 1.7 Failure to address the breach, as directed by the Board or its appointed representative, within the specified period, shall constitute a further breach and be subject to an additional penalty.
- 1.8 Any penalty imposed upon any member shall be deemed to be a debt due by the member to the association and shall be recoverable by civil process or CSOS. Any such penalty/fine will be treated as part of the levy due by the owner.
- 1.9 The Board may also enforce the terms of any rule by application to the courts.
- 1.10 Any property owned by more than one person shall render all co-owners to be joint and several co-principal debtors and therefore liable for any obligation in terms of these Conduct Rules.

2. INTERPRETATION

Words and phrases used in these Conduct Rules shall have the same meaning as is attributed to them in the Memorandum of Incorporation of the Cathkin Estates Home Owners Association. Reference to singular shall apply equally to plural as will references to gender.

3. MEMBERSHIP

- 3.1 In terms of the Memorandum of Incorporation, any registered owner of an erf in the township defined as Cathkin Estates, shall be a member of the Cathkin Estates Home Owners Association and shall be bound by these Conduct Rules.
- 3.2 Any breach of these Conduct Rules by any person in occupation or visiting any property on Cathkin Estates shall be deemed to have been committed by the member himself.

4. LEVIES

(For the full rules, please refer section 8 of the Memorandum of Incorporation for The Cathkin Estates Homeowners Association NPC)

- 4.1 Annual levies are calculated and applied at the start of each financial year (1 March) and are due in full in equal monthly payments, in advance on the first day of the month.
- 4.2 Members shall sign debit orders in favour of “The Cathkin Estates Homeowners Association NPC” for the payment of Levies and other amounts due to the company.
- 4.3 At the discretion of the Directors, members in arrears at the 7th of the month will pay interest at 3 percent above the prime overdraft rate of the First National Bank of SA (FNB), calculated from the 1st of the month and compounded monthly.
- 4.4 Members in arrears after 60 days from date of monthly statement may have their overdue account and full interest thereon handed over for collection and possible legal action.
- 4.5 Any costs incurred by these proceedings and all additional interest up to the date of final settlement will be for the Member’s account.
- 4.6 Levy amounts may not be reduced to offset real or perceived, partial or non-provision of services, nor for any reason.
- 4.7 A certificate from the Board of Directors setting out the amount of the indebtedness by the Member to the Association for levies, interest and costs and the fact the same is due for payment will, until the contrary is proved, be enough and satisfactory proof for the purposes of obtaining provisional sentence, summary judgment or default judgment.

5. COMMITTEE TO HEAR COMPLAINTS AND TO IMPOSE PENALTIES

- 5.1 In the event of any Member disputing the fact that he has committed a breach of any of the Conduct Rules, a committee of three persons, appointed by the Directors, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairman may direct, subject to the rules of natural justice. Any fine imposed upon any Member shall be deemed to be a debt due by the Member to the Company and shall be recoverable by ordinary civil process or through CSOS.
- 5.2 The dispute adjudication process shall be as laid down in Section 37 of the Memorandum of Incorporation to determine the resolution of such dispute, together with the provisions of the Community Schemes Ombud Service (CSOS) Act, as per Government Gazette of 7 October 2016

6. INSURANCE

- 6.1 Insurance for Estate Assets, including the common property is arranged by the Association.
- 6.2 Regulation 15 of the Community Schemes Ombud Service Act 2011 requires that all community schemes hold a stipulated minimum level of fidelity cover to protect the scheme against careless acts or fraud or dishonestly committed by any insurable person. This insurance is also arranged by the Association
- 6.3 The levy does not include premiums for homeowners' insurance. Insurance cover for buildings and household contents of each freehold unit is the Owner's responsibility.

7. OCCUPANCY

- 7.1 The number of persons (including children) that may occupy a house equates to two persons per bedroom plus one extra person.

8. MOTOR VEHICLES, USE OF ROADWAYS & PARKING AREAS

Owners or occupiers of property shall observe and shall ensure that their visitors and guests:

- 8.1 Cathkin Estates is an eco-estate and wildlife sanctuary with both diurnal and nocturnal animals roaming freely. Also, all roads on the estate are single lane allowing one direction travel only. Right of way is to incoming vehicles with the requirement that exiting vehicles pull off the road, onto the verge, to give right of way to the incoming traffic.
- 8.2 For the above reasons it is important that all vehicles observe and obey all road signs and the **40km/hr** traffic speed limit imposed by the Association.
- 8.3 Vehicles travelling from the gate to a property have right way i.e. incoming traffic has right of way. Vehicles exiting must stop off the road to give right of way to the entering vehicle. Do not pass either partially or fully on the verge.
- 8.4 Do not drive their vehicle within the estate in any manner which creates a nuisance or is considered by the Directors not to be in the interests of safety i.e. on running boards, bumpers and hanging out of windows.
- 8.5 Do not allow any unlicensed person to drive any vehicle within the estate
- 8.6 Do not allow a driver of a vehicle considered to be under the influence of alcohol, or any other substance that may affect the driver, to be in control of the vehicle
- 8.7 Do not sound hooters within the estate other than in emergencies.
- 8.8 Park vehicles only on such areas as are specifically indicated or approved by the Directors for that purpose and in such a way that the flow of traffic and access to and from driveways are not obstructed, nor that the road verge landscaping is damaged
- 8.9 Do not park damaged vehicles and vehicles that are not in general use, drip oil or break fluid or that are not roadworthy, within the township other than for such short periods as may be approved by the Directors, and with their prior written consent.
- 8.10 Trucks and other heavy vehicles may not be parked within the villages which includes individual erven. Subject to a written request and motivation, the Board of Directors may grant special permission in writing for such vehicles to be parked in the area adjacent to the lower gate.

Policies, Procedures & Operations Manual – Appendix A2

- 8.11 Caravans, trailers and boats shall not be parked on road verges.
- 8.12 Property owners may park their caravan, trailer or boat on their erf providing that the caravan shall not be treated as additional accommodation i.e. occupied. Furthermore such caravans, trailers and boats shall be parked in such a manner as to be generally unobtrusive.
- 8.13 Agree that Directors may cause to be removed or towed away, at the risk and expense of the owner of the vehicles, any vehicle parked, standing or abandoned within the contravention of these Conduct Rules.
- 8.14 Agree that vehicles parked or entering the estate are subject to the express condition that they are parked at the owner's risk and responsibility and that no liability shall attach to the Association, its Directors, or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having being parked on the common property.
- 8.15 Do not repair and recondition vehicles on the common property.
- 8.16 Motor cycles, whether they are tourers or offroad motor cycles, are restricted to travel only between the main gate and the place of residence they are visiting. Motor cycles are not permitted to drive randomly either on paved or unpaved roads and paths.
- 8.17 Quad bikes are not permitted to drive on the estate. Any quad bike entering the estate shall be trailered in and shall not be removed from such trailer until after exiting the estate's gates.

9. REFUSE DISPOSAL

An owner or occupier shall:

- 9.1 Have available a green wheelie bin supplied by the estate at the owner's cost. All household refuse is to be placed into plastic refuse bags inside the wheelie bin on collection days.
- 9.2 Collection days are Mondays and Fridays. If these days fall on a public holiday the refuse will be collected on Tuesdays (if Monday is a public holiday) and Thursdays, if Friday falls on a public holiday.
- 9.3 For the purpose of having the refuse collected, the bins must be placed inside the fence and adjacent to the access gate in time for collection.
- 9.4 Grass cuttings and soft garden refuse is to be placed in suitable plastic bags and placed alongside the bin for collection on the same day as household refuse. Woody shrub and tree cuttings are to be neatly stacked on the verge for collection.
- 9.5 The amount of shrub and tree cuttings will determine whether or not the collection can be accommodated on the scheduled refuse collection vehicle. Large quantities will require a special trip with the estate's tractor and trailer which will result in a fee to the owner. Such fee shall be determined by the Directors.

10. NOISE

- 10.1 It is the responsibility of the property owner to ensure that he, his family, his tenants guests and staff do not make or create undue noise or disturbance. It is to be borne in mind that this is a naturally quiet environment and sound levels generally acceptable

Policies, Procedures & Operations Manual – Appendix A2

in city life are intrusive and objectionable here, particularly outdoors on a country eco estate. Rowdy behaviour and noise after 11pm shall be considered a breach of the Conduct Rules.

- 10.2 The volume of sound equipment and TVs is to be kept to a level where it is not heard on surrounding properties.
- 10.3 In the event of a power outage a generator may be used up until 22:00 hours. Any generator used on the estate shall be a silenced unit. The official requirement for acceptable noise levels is 57dB. The installer should issue the owner with a Certificate of Compliance (CoC) certifying the generator meets with the guidelines of SANS 10142-1.

11. GARDENING

- 11.1 Property owners and tenants shall maintain their garden in a neat and tidy condition. Failure to do so shall be considered a breach of the Conduct Rules.
- 11.2 No plant or flower may be picked from nor any damage caused to the vegetation within the Estate and the natural flora and fauna shall not be destroyed, removed or harmed in any way.
- 11.3 No indigenous fauna or flora may be picked, damaged or removed from the estate. This does not apply to spontaneous germination of unwanted plants such black wattle, lantana, khakibos, blackjacks, pompom weed etc. If in doubt consult the Estate Manager.
- 11.4 Homeowners are required to plant trees and shrubs on their property. All plants chosen are to be indigenous to South Africa and due consideration is to be given to selecting water-wise species.
- 11.5 It is important to consider the owners of adjoining properties when selecting and placing trees on erf boundaries. All planting should allow neighbouring properties fair and reasonable views to the mountains.
- 11.6 Due to the small size of erven on the Estate, special consideration is to be given to the size and spread of trees being planted. Many indigenous trees are forest species and too large to be planted on small erven.
- 11.7 Owners are required to keep the verge/s to their erf clear of stones, rubble and any other matter that could cause damage to Estate equipment. The Estate will cut grass on road verges to the width of the tractor-drawn slasher from the road edge. Owners are responsible for cutting the remainder of the grass and keeping areas under their electric fences (if installed) clear and tidy.
- 11.8 Property owners, may erect 2 strand (or with special permission 3 strand) electric fences on the perimeter to their erf as a deterrent to wildlife in their gardens. Details of acceptable fencing are available from the Estate Manager.
- 11.9 The Board of Trustees reserves the right, at their sole discretion, to instruct the Estate Manager to disconnect automatic sprinkler systems should it be necessary to restrict water usage whether due to operational problems or drought conditions.

12. PETS / DOMESTIC ANIMALS

Cathkin Estates is an eco-estate and wildlife sanctuary, therefore:

- 12.1 No farm or domestic animals are allowed on the estate whether or not they are family pets.
- 12.2 Special permission for a guide dog may be requested from the Directors. Such request shall be made in advance in writing and any permission given shall be in writing by the Directors.

13. DRONES

- 13.1 Being a wildlife sanctuary and also being within 10km of a registered air field (El Mirador), Cathkin Estates is a designated drone free area. Should there be a need for a drone to be used by the estate to conduct a game count, the drone shall be operated by a registered pilot in compliance with existing legislation. The decision to conduct such a game count shall be at the sole discretion of the Board of Directors.
- 13.2 The operation, flying, driving of drones (UAVs) or any radio/remote controlled vehicle is prohibited on the Estate. In the event of an Owner, tenant and/or guest flying a drone on the Estate, it shall be considered a serious breach of these Conduct Rules and shall be dealt with in the same manner as other breaches. The property owner shall be deemed the responsible party for any penalties that may result from any breach.

14. FIREWORKS AND CHINESE LANTERNS

Under no circumstances whatsoever may owners, their families, tenants or guests light fireworks or Chinese lanterns on the Estate. This is a high-risk fire area and contravention of this rule will result in a fine being imposed on the owner of the property.

15. SIGNS AND NOTICES

No owner or occupier of an erf, shall erect any sign, notice, billboard or advertisement of any kind whatsoever so as to be visible from outside the erf without the prior written consent of the Directors first having been obtained.

16. LITTERING

No owner, tenant, guest or staff member shall deposit or throw, or allow to be deposited or thrown on the communal areas and verges any matter or material, including soil, rubble, cigarette butts, food scraps or any other litter whatsoever.

17. ACTIVITIES ON COMMUNAL AREAS

- 17.1 No hobbies or other activity may be conducted on the communal areas if it causes a nuisance to other owners / residents. The Directors shall be the final adjudicators in resolving complaints of this nature.
- 17.2 Owners, tenants and guests must supervise their children so that no damage or nuisance is caused to the communal areas or the property of other owners / residents. It is also their responsibility to make children aware of electric fences surrounding most properties.

18. VISITORS

Members and tenants are liable for the conduct of their family, visitors and staff and they must ensure that all Conduct Rules whether in terms of the Memorandum of Incorporation or these Conduct Rules are properly adhered to.

19. SHORT TERM / HOLIDAY TENANTS

- 19.1 For short term /holiday rentals the property owner or booking agent shall complete a Cathkin Access form giving full particulars of visitors. A specimen is available from the Administrator See section 20 for detailed procedure. It is acknowledged that there could be a situation where a last-minute booking makes this impossible this is not possible and in such an event the Estate Manager is to be contacted.
- 19.2 In order to maintain the integrity of the estate's security our guards need to know who is arriving, how many people are in the party and their estimated time of arrival.
- 19.3 For the purpose of facilitating short term guest access, a home owner may delegate authority to his booking agent to register his guests on the Paxton 10 system. It should be noted that full responsibility for any problems related to short term tents remain solely with the owner.

20. SELF-CATERING GUESTS ACCESS AND EGRESS PROCEDURE

Property owners may appoint a Booking Agent or a Managing Agent to act on their behalf on matters governing access to their property and by extension to the estate.

- 20.1 Any such agent must be registered on the CEHOA database and thereby shall be accorded – 'Additional Home Owner Status' for that particular property. The following information is to be provided to the CEHOA:
- Business name
 - Address of the Booking Agent/person doing the job
 - Name of contact person/contact number
 - Erf/Erven that are being served by the business (must be updated)
 - Business name/s of the self-catering unit / businesses
 - A signed copy of the formal contract as detailed in 20.2 below.
- 20.2 A formal contract must be prepared and signed between the owner and the agent in which the agent:
- acknowledges the contents of this document
 - Agrees to obtain, from the tenant, signed copies of the CEHOA Indemnity form and Code of Conduct, for each booking and to email these signed documents to each of the following addresses before the visitors arrive:

Policies, Procedures & Operations Manual – Appendix A2

- admin@cathkinestates.co.za
 - reception@cathkinestates.co.za
 - cathkinmaingate@gmail.com-
 - Agrees to screen potential visitors/clients (see addendum to this document)
 - Agrees to enter the time frame of visit on Paxton 10 system
 - Agrees to enter accurate visitor numbers into the Paxton 10 system
 - Agrees to enter the correct (Guest) name and surname in the space provided in the Paxton System.
 - Agrees to issue a different credential to each driver, with the number of passengers per vehicle (pax plus driver – total per car) stipulated on the Paxton System.
 - Agrees to inform the drivers of vehicles that they will be required to show an identification document on entering the estate.
- 20.3 Where an agent handles multiple properties a copy of each individual owner/agent contract is required.
- 20.4 It is stressed that anyone granting access to Cathkin Estates to any persons, whether known to them or not, shall be held accountable for the behaviour of those persons and shall be responsible for any penalties that may result from any breach of these Conduct Rules. Having delegated access authority to an agent does not absolve the property owner from ultimate responsibility for persons registered against his property.

21. BUSINESS ACTIVITIES

- 21.1 No business activity, profession or trade, may be conducted on the estate without first applying for written permission from the CEHOA Board of Directors whose decision will be directed by TPS2 of the Okhahlamba Municipality.
- Any such proposed business activity must be explained in full, taking into account, the Access system and the Estate's inherent responsibilities, (administration/security and fellow members). It should be noted that Cathkin Estates is designated solely as a residential estate with no exclusions and it may be necessary for the Board to refer business applications to the local authority for their authorisation.
- 21.2 No public auctions of movable goods or jumble sales may be held on the estate. Property auctions may only take place with the prior written permission from the Directors.
- 21.3 No advertisements or publicity material may be exhibited without the prior written consent of the Directors.

22. RAMBLING, CYCLING, FISHING AND PICNICKING

Owners, tenants and guests shall:

- 22.1 When walking, hiking or cycling, remain on designated and specifically demarcated foot and cycle tracks in the common area.

Policies, Procedures & Operations Manual – Appendix A2

- 22.2 Picnic tables and benches have been strategically placed in the common areas. No fires may be lit anywhere on the estate other than in a suitable space on a private erf or if previously arranged on the patio at the office.
- 22.3 In terms of the Environmental Management Plan, horse riding is not allowed on the Estate. In special circumstances permission may be sought in writing from the Board of Directors. There are no facilities for Horses on the Estate.
- 22.4 Protect the environment and limit the effects of erosion.
- 22.5 Any persons fishing at the two Estate dams are required to exercise due care when handling fishing nylon, hooks and tackle as these, if discarded in the veld create a risk to people and wildlife.
- 22.6 Entabeni dam, the large water supply dam, is occasionally stocked with trout. Trout fishing is strictly on an honesty catch and release basis.
- 22.7 Swimming is not permitted in Entabeni dam.
- 22.8 Diving off the shelter and the deck is not allowed.
- 21.9 The area around the water treatment plant is out of bounds to everyone other than estate staff.

23. WILDLIFE

- 23.1 This is an eco-estate and wildlife sanctuary and owners, their families, tenants and guests have a responsibility to respect and protect all forms of wildlife on the estate.
- 23.2 Special care is to be taken to avoid approaching wildlife closely, as all animals on the estate are wild and only partially tolerant of humans and vehicles Care must be taken to ensure these animals are not provoked, hurt or frightened by human activities.
- 23.3 It is to be noted that the term wildlife includes birds, snakes, mammals, amphibians, fish and insects found on the estate. No wildlife may be removed, captured or disturbed in any way. This also applies bird, amphibian and reptile eggs.
- 23.4 Problems with termites, ants, bees, rodents and snakes are to be discussed with the estate manager to ensure the problem is handled professionally with no detrimental effects to other species on the estate or in the surrounding area. Contact details for professionals who can deal with problem wildlife are available from the Cathkin office.
- 23.5 Baboons, monkeys and jackals occur naturally on the Estate and can easily become habituated to people and perceived easy food. Do not feed them or encourage them to approach properties.

24. GATE ACCESS FOR HOME OWNERS

- 24.1 **Home Owners are to contact the CEHOA office for details pertaining to the Access control system for owners. You need to follow the registration instructions that will allow you and your guests access to the estate.**
- 24.2 In terms of the security rules controlling gate access and exit the following credentials (in order of preference) are required and without which access will be denied:
- Virtual Credential (Bluetooth)
 - Pin Number #1234
 - Card

Policies, Procedures & Operations Manual – Appendix A2

- 24.3 Pin numbers and virtual credentials (Paxton Key App) are the preferential means of access for owners and their guests and may be used by the registered/assigned person ONLY. .
- 24.4 A letter of motivation is required should an owner require an optional special access card. Only one card per owner is permitted and this will be provided free of charge initially. A replacement card will cost R65.00 per card. Visitors may only use an owner's access card if authorised to do so by the Estate Manager.
- 24.5 A Contractor Card will cost R65.00 per card and will only be issued if there is a valid reason to do so.
- 24.6 Responsibility lies with each owner to protect the security of this estate by taking due care of any card/pin/credential issued to him or his/visitors. Gate access records will be used to determine accountability in the event of a security incident.
- 24.7 In an emergency (e.g., alarms, fire and medical) immediate access will be granted to the emergency response vehicles.
- 24.8 Guests on short-term rentals will be required to enter a pin or present a virtual credential via a cell phone to the reader at the gate. Full details are contained in section 20 of this document.
- 24.9 A registered Owner of undeveloped land will only be issued with a Bluetooth credential. This credential is purely to open the gate in order for the registered owner to gain access to the land.
- 24.10 The Board of Directors reserves the right to instruct estate security to conduct random searches of vehicles entering or exiting the estate in order to ensure the safety of residents and the integrity of any property on the estate. This may be done whether or not such property is owned by the estate, its members or anyone contracted to work on the estate
- 24.11 The loss of an Access Card or your mobile phone should be reported to the Estate Administrator immediately to ensure cancellation of the lost credential and to obtain a new credential.
- 24.12 The Gate Guards will not grant access or exit to persons who have not complied with security rules. 'No credential! No entry!'

25. MAINTENANCE AND AESTHETICS

It is the responsibility of the owner to:

- a) Landscape and maintain the garden area of the erf and keep his property in a clean, hygienic, neat and attractive condition;
- b) Keep the exterior of buildings and structures, including boundary electric fences, walls, pergolas and all other external timber and metal structures in good order and repair with regular maintenance;
- c) Laundry or any other item that is, in the sole discretion of the Board, aesthetically displeasing, may **not** be hung, placed, stored or left in or on balconies, walls, pool fences, patios, windows, steps, parking areas, carports or gardens. Kitchen yards should be used for such items so that they are not visible from any internal or external road or common ground or are offensive to your immediate neighbours.

26. GENERAL

- 26.1 Every property owner on Cathkin Estates, by virtue of his/her membership of the Cathkin Estates Homeowners Association completely and irrevocably indemnifies the Board of Directors either as a collective and/or individually against:
- liability for any injury, or loss or damage of any description whatsoever that he/she and/or any member of the family and/or staff, tenants, guests, staff etc. may sustain, whether personally, physically or to property, directly or indirectly whether in or about the communal area or on any privately owned erf or dwelling, in or on any Estate provided amenity -
by reason of
 - any defect whatsoever in such communal area, dwelling, erf and/or amenity, or
 - for any act done, or
- 26.2 for any perceived or real neglect on the part of the Directors, either as a collective or individually or by any member of the Estate's staff or by any of the Estate's contracted agents and their staff.
- 26.3 The Board of Directors, its agents, representatives and staff shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, materials, postal matter or any other property.
- 26.4 No firearms, pellet guns, catapults or weapons of any kind may be used on the Estate.
- 26.5 An owner shall not use his dwelling or permit his dwelling to be used for any purpose, which may be or is damaging to the reputation of the Estate.
- 26.6 No resident may give orders or instructions, or make special requests to Estate employees or to companies and their staff contracted to the Estate, other than through the Estate Manager.

27. DISASTER / EMERGENCY MANAGEMENT

In the event of a disaster or emergency, whether declared by the State, the local authority or the Board of Cathkin Estates it may become necessary for the Board to institute special measures to manage the effects on the property, assets, infrastructure, owners and wildlife. Such emergencies could include, but are not limited to incidences of fire, flood, drought, safety & security and pandemic.

In such an instance these special measures and rules may over-ride some of those covered in this document. All such special measures and rules will be communicated clearly to owners and in such an instance, the disaster / emergency rules will take precedence.

Of necessity, the special measures and rules will be strictly controlled.

End of Part 1

PART 2 - BUILDING OPERATIONS

28. DOCUMENTATION

All details of rules and regulations pertaining to alterations and new builds are contained in the documents:

- Cathkin Estates Architectural Rules and Guidelines.
These are amended from time to time and it is important to obtain the latest version before planning is commenced.
- Builder's Conduct Rules

Copies of these documents are obtainable from the Cathkin Estates office or alternatively they may be downloaded from the Cathkin Estates Homeowners website www.cathkinhoa.co.za

29. DEPOSITS AND FEES

- 29.1 On obtaining plan approval from the Estate's Architectural Review Committee, a plan approval fee of will be debited to the owner. Full details of requirements for building and the process to be followed are contained in the Estate's Architectural Rules and Guidelines. The schedule of fees, deposits and fines is also applicable. This applies to both new builds and plans for alterations and additions.
- 29.2 On receiving plan approval from the Estate's Architectural Review Committee, the owner shall be advised of any additional bulk to be purchased for the build/alteration, and on receiving proof that such bulk has been purchased the plans shall be stamped as approved by the Estate Manager and released to the Owner/Architect together with such documentation as may be necessary, for submission to the local authority.
- 29.3 Such fees and deposits shall be set and amended by the Board of Directors at their sole discretion. Deposits shall be refundable subject to permissible deductions. Fees are for services rendered and are not refundable
- electrical connection fee to link the erf to the Eskom feed
 - building deposit to cover possible damage to estate infrastructure not covered by insurance.
 - landscaping deposit to cover the planting of trees and shrubs on the erf should the owner fail to do so.
- 29.4 On presentation of plans stamped "Approved" by the local authority, and confirmation that owner levies, deposits and fees are fully paid up the owner shall arrange with the Estate Manager for site handover.

30. OWNER RESPONSIBILITIES

- 30.1 It is a requirement that a Project Manager is appointed for all new builds. The Project Manager may be the Architect, the owner or a specially appointed project manager. Proper site management and timely material procurement is key to a smooth and trouble-free build and the decision on who is to be project manager for the build could significantly impact the process.

Policies, Procedures & Operations Manual – Appendix A2

- 30.2 It is the responsibility of the owner to familiarise himself with all the rules and regulations pertaining to building operations on the Estate and to ensure that his Architect, Project Manager and Contractors are also fully informed as necessary.
- 30.3 No building operations shall be carried out on the Estate unless the owner and his designated contractor/s comply with all rules and conditions which may be imposed and amended by the Board of Directors. All rules and regulations shall be made available to all relevant parties through the Home Owners Association.
- 30.4 Owners are obliged to ensure that all contractors appointed to do work on their sites meet with the Estate Manager and agree, in writing, to comply with the Builders' Code of Conduct, legislated safety and building standards as well as the Estate's security requirements, before any building operations are commenced.
- 30.5 Owners are obliged to ensure that all contractors appointed to do work on their sites have adequate insurance cover for public liability as well as damage to Estate property.
- 30.6 Building contractors appointed to build a new house on the estate are required to be registered with the NHBRC and proof of such registration as also proof of the specific project's registration are to be lodged with the Estate Manager prior to site handover.
- 30.7 Right of access to the estate is reserved and the Directors, through the Estate Manager, have the right to restrict or prohibit access to the Estate if any conduct rules are contravened;
- 30.8 The Association shall not be liable whatsoever for any loss or damage that may be sustained by an owner as a result of a contractor or a subcontractor being refused access to the Estate.

31. WORKING HOURS FOR BOTH CONTRACTORS & DELIVERIES

- 31.1 06h30 – 17h30: Monday to Saturday
No Work is permitted on public holidays and Sundays
- 31.1 Any special application for the right to work outside the said times, shall be submitted, in writing by the owner, at least 3 working days ahead of the date upon which the change of work times is requested. The dates/period for which such special timing dispensation is requested must be specified in the application as well as the type of work to be done.
- 31.3 Written consent shall be obtained from all neighbouring owners who may be directly affected by the type of work to be done and the amended times. The Directors reserve the right to grant or refuse such permission.

32. ACCESS CONTROL

New Builds

- 32.1 On site handover for new builds a full security briefing, as it applies to builders, will be conducted by the Estate Manager. The security rules on the estate are strictly applied and all parties are required to comply.
- 32.2 It is the responsibility of the main contractor to control the entry of their staff through the security processes in place at the Estate's gates and to ensure that their staff at all times display their Estate identity cards carrying the name of the employee and the

Policies, Procedures & Operations Manual – Appendix A2

name of the contractor employing them. Each employee will need to present a credential at the gate i.e., present a card to the reader. Each contractor employee card has a cost of R65.00 and will remain valid for the duration of the build. Cards are personalised to one employee only. If the card is abused that employee will be barred from entering the Estate.

- 32.3 Sub-contractors, e.g., plumbers, electricians, pavers, if employed on a new build will be granted access through the main contractor. This will be done by virtue of a pin number issued by the CEHOA, to be issued to the driver/s only.

Maintenance

- 32.4 Casual contractors undertaking maintenance on existing properties will be granted access by the owner by means of a virtual credential or a pin number that is limited to a time span necessary to complete the work. Home Owners must set the time span, on the Paxton 10 system and keep this time frame relevant (updated).
- 32.5 If the maintenance is scheduled to take longer than one week and subject to special approval by the security committee after due motivation by the owner, a fixed term access may be granted. At the end of a contract period all credentials will be deleted by the CEHOA.
- 32.6 All contractors and sub-contractors are responsible for taking their staff by vehicle to the specific site/s on which they are working and shall likewise be taken off the site . Contractor's staff may not access sites or move around the Estate on foot.
- 32.7 No contractor personnel may remain on site outside the prescribed working hours.
- 32.8 All contractors must abide with the rules of the Estate at all times.
- 32.9 All supply or one-off vehicles entering or leaving the township must follow estate procedures rules governing road usage and access controls.
- 32.10 The Board of Directors reserves the right to instruct estate security to conduct random inspections of vehicles entering and exiting the estate, in order to ensure the safety of residents and the integrity of any property on the estate, whether or not such property is owned by the estate, its members or anyone contracted to work on the estate

33. ROADS AND INFRASTRUCTURE

- 33.1 There is a traffic weight restriction on the Estate which limits vehicle load for delivery and contractor vehicles to a maximum of 10 000 kg GVM (Gross Vehicle Mass). Note: this means ready-mix cement trucks may not enter the estate. Note also that a maximum permissible load of 5 tons is allowed on a 10 000 GVM truck. Overloading any vehicle will result in a financial penalty and the Truck will not gain entry.
- 33.2 The contractor is responsible for any damage caused by him and his staff, his sub-contractors, delivery vehicles and construction equipment whether to roads, storm water, electricity supply, fauna and flora, gatehouse, fences, walls, vehicles and/or any other element or property lawfully on or in the Estate.
- 33.3 Environmental damage is defined, but not limited, to soiling or staining, settlement, blocking or impairing the designed free flow of water and/or effluent, physical damage, excessive spreading of excess soil onto adjoining land, cement soiling or poisoning.
- 33.4 Owners are to ensure that their Contractors are adequately insured to cover any damage to roads and infrastructure as specified above.

34. POWER AND WATER SUPPLY

- 34.1 On site handover the Estate Manager will arrange for the water connection and meter as well as the electricity connections. Electricity and water usage costs will be debited to the owner.

35. INSPECTION AND SITE CLOSURE

In terms of the Memorandum of Incorporation the Association and Architectural Rules Guidelines the Association has the right to:

- 35.1 commission experts to conduct inspections of the site, building work, staff, construction equipment, safety inspections, security inspections, take noise level readings at its discretion and at any time. Furthermore, it reserves the right to take whatever reasonable steps it deems necessary with regard to the control of the building operations in respect of the above.
- 35.2 disallow further on-site operations and/or restrict access to the site should any building work commence without the owner first obtaining written permission, in a format relevant to the work to be done, from the Architectural Review Committee. In addition, such unapproved building work shall render the owner liable for a penalty as defined by the Board of Directors.
- 35.3 disallow further on-site operations and/or restrict access to the site in the event of breach of the conduct rules
- 35.4 restrict deliveries of or by any construction vehicle if, in the opinion of the Association, a breach of these conduct rules is reasonably apparent or considered likely.
- 35.5 disconnect temporary services (water and electricity) to any site if owner levies are in default, deposits are outstanding or service costs are not paid, or conduct rules are breached and/or the site is closed for any other reason including insolvency, a dispute or any other matter involving the contractor or the owner of the particular site.

36. DELEGATION AND INTERPRETATION

- 36.1 The Association may delegate any of its powers in terms of these Conduct Rules to such persons and on such conditions as it, in its sole discretion, deems fit.
- 36.2 Any consent which has to be obtained in terms of these Conduct Rules shall be in writing.
- 36.3 Any rules which provide for any consent, direction, authority, instruction, prohibition or condition which may be given or imposed by the Association, shall empower the association to:
- 36.3.1 act in the sole discretion of the Directors in giving or imposing such consent, direction, authority, instruction, prohibition or condition;
- 36.3.2 act in the sole discretion of its Directors in cancelling or amending such consent, direction, authority, instruction, prohibition or condition.

-----oOo-----