

# WATERFALL COUNTRY ESTATE HOME OWNERS ASSOCIATION

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## CONDUCT RULES

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VERSION: 11 MARCH 2016;

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## 1. INTERPRETATION

- 1.1 In these Rules, unless inconsistent with or otherwise indicated by the context -:
- 1.1.1 **“MOI”** means the Memorandum of Incorporation of the Association;
  - 1.1.2 **“Association”** means the Waterfall Country Estate Home Owners Association (association incorporated under Section 21), registration number 2009/012918/08;
  - 1.1.3 **“Aesthetics Committee”** means the aesthetics committee appointed by the Board and which shall have such powers and functions as may be assigned to it by the Board;
  - 1.1.4 **“Board”** means the board of Directors of the Association as constituted from time to time;
  - 1.1.5 **“Common Property”** means Property belonging to all members of the Association including the roads
  - 1.1.6 **“Directors”** means the directors of the Association from time to time;
  - 1.1.7 **“End-User Lease”** means a lease between Propco (as lessor) and a Member (as lessee) in respect of a Stand or Unit whether or not such lease was entered into in the first instance with the Member as lessee, or was subsequently assigned to the Member as lessee;
  - 1.1.8 **“Estate”** means both Waterfall Country Estate and Waterfall Country Village;
  - 1.1.9 **“Member”** means a lessee of a Stand in terms of an End-User Lease and who is (and is required to be) a member of the Association;
  - 1.1.10 **“Propco”** means Waterfall WUQF Properties (Proprietary) Limited, registration number 2004/013493/07 the name of which is in the course of being changed to Waterfall Country Estate WUQF (Proprietary) limited, the owner of the Land on which the Estate is situated;
  - 1.1.11 **“Resident”** means a person who permanently resides in a Unit, whether or not that person is a Member;
  - 1.1.12 **“Rules”** means these conduct rules;
  - 1.1.13 **“Stand”** means a residential stand forming part of the Estate whether or not a Unit has been erected thereon;
  - 1.1.14 **“Visitor”** means any person entering upon the Estate by invitation from a Member or a Resident, whether as a guest, contractor or other invitee;
  - 1.1.15 **“Unit”** means a residential unit (whether free standing or high density).
- 1.2 Clause headings are for reference purposes only and will not be taken into account in the interpretation of these Rules.
- 1.3 Reference to any one gender, whether masculine, feminine or neuter, includes the other genders.
- 1.4 A reference to the singular includes the plural and vice versa.

## 2. **INTRODUCTION**

- 2.1 These Rules are made by the Directors in terms of the Articles.
- 2.2 These Rules are binding on all Members, Residents and their Visitors. Residents are responsible for the conduct of their Visitors. Any breach of these Rules by a Visitor or Resident who is not a Member, will be attributed to the relevant Member who will be held responsible for such breach.
- 2.3 These Rules are made in accordance with, and supplement, the Articles and the End-User Leases.
- 2.4 These Rules will be enforced by the Board. Any infringement of these Rules may result in the offender being penalised with a fine or such other sanction as may be deemed appropriate by the Board and as more fully provided for in the Articles.

## 3. **HOME OWNER REGISTRATION**

### 3.1 Waterfall Community Portal:

The Waterfall Community Portal is recognised as the official communications portal for the Waterfall Country Estate Home Owners Association and is compulsory for all members to be registered thereon. All members are required to update and maintain their contact details thereon. If assistance is required with registering on the community portal, please contact the communications manager.

## 4. **BOARD OF DIRECTORS**

- 4.1 A board of Directors shall be elected annually at the Association's Annual General Meeting. All members elected as Director to serve on the Associations Board of Directors shall disclose all their interests which may be deemed as a conflict of interest whilst serving on the Associations board of Directors.
- 4.2 The Board of Directors shall receive a monthly Directors Honorarium equal to the levy of Waterfall Country Village

## 5. **FINANCES / LEVIES**

- 5.1 All levies owing to the Association are payable monthly in advance by not later than the first day of each and every month.
- 5.2 Levies that are not paid promptly on due date for payment will bear interest at 3 (three) percentage points above the prime rate of interest from time to time charged by the Association's bankers to its major corporate clients in respect of overdraft advances.
- 5.3 Members shall not be entitled to withhold payment of levies payable to the Association for any reason (including and without limiting the generality of the foregoing by reason of any alleged failure by the Association to provide any services) and shall not be entitled to apply set-off.

- 5.4 Levy invoices shall include and not limited to penalty fines, conduct transgression fines, damages to infrastructure and other payments due to the association.
- 5.5 Members who appeal against imposed fines shall do so in writing to the relevant sub-committee

## 6. **SECURITY**

- 6.1 Access control for residents:
  - 6.1.1 All registered Home Owners and Residents living on the estate are required to have their finger prints registered with security for access control into and out of the estate. Owners or residents whose finger prints are of a poor quality will be issued with an access card and a 4 digit pin code. Owners and Residents may not request the security guards on duty to open for them without following correct access control procedures.
- 6.2 Access control for employees employed by residents:
  - 6.2.1 All residents are required to register their employed staff with security and confirm the days and times of access permitted.
  - 6.2.2 Employed staff must be in possession of a valid South African Identity book or a Valid International Passport with the respective valid work permits.
  - 6.2.3 All home owners or resident consents to the security vetting new employees and performing the necessary criminal checks and pay the applicable fees to the security company for these checks to be carried out. No employee will be registered / re-validated without first being vetted.
  - 6.2.4 Residents may not use their own finger prints to open for their employees. Residents must at all times ensure that the estates correct access control procedures are strictly followed as protocol.
  - 6.2.5 Residents who bring employees into the estate on or in a vehicle must ensure that they are issued with an access code via the click-on system if they are not registered on the access control system. They must disembark from the vehicle and enter/exit the estate via the provided turnstiles.
- 6.3 Access control for family members, guests and service providers:
  - 6.3.1 Family members, guests and service providers may not be registered onto the association's access control system (Click-on). Access may be provided through the approved visitor management system installed for access control. Only family members who live on the property may be registered for access.
  - 6.3.2 Requests for special dispensation must be provided in writing to the Security Sub-Committee for consideration.
  - 6.3.3 Residents may not use their own finger prints to open for their family members, guests and service providers. Residents must at all times ensure that the estates correct access control procedures are strictly followed as protocol
  - 6.3.4 Residents will be notified of all transgressions in writing.
- 6.4 Access control for building contractors:

- 6.4.1 Building contractors must first register with estate management and security. Access may only be between the hours of 07h00 to 17h30 on weekdays excluding public holidays. All contractors are required to obtain an estate security identity card and be registered onto the access control system. Times may vary at the Boards discretion.
- Country Estate Ext 19 & 38 (Gate 7) – Monday to Friday 07h00 to 17h30 only
- Country Estate Ext 39,40 & 105 (Gate 3) – Monday to Friday 07h00 to 17h30 and on Saturdays from 07h00 to 13h00 until further notice only
- Country Village Ext 53,56,57 & 58 (Gate 1) – Monday to Friday from 07h00 to 17h30 only
- 6.4.2 All contractors must provide the Association with the names of all construction workers and other employees to be engaged in construction activities on the Estate. Only construction workers that have been registered and have been issued with an approved identity card may be engaged.
- 6.4.3 Residents may not use their own finger prints to open for their contractors, sub-contractors and workers. Residents must at all times ensure that the estates correct access control procedures are strictly followed as protocol
- 6.4.4 All contractors must ensure they renew their biometrics access every 4 months with estate security.
- 6.4.5 All contractors must be in possession of valid Waterfall identity card valid for the current year of providing the service.
- 6.5 Access control for contracted service providers:
- 6.5.1 Contractors who have been appointed by the management of the residents association and who have a signed service level agreement in place with the association may be granted access onto the association's access control system in order to perform their daily duties.
- 6.5.2 Access hours will be at the sole discretion of the estate manager who will grant such access based on the required service delivery.
- 6.5.3 All contracted Service Providers must provide the Association with the names of all workers and other employees to be engaged in maintenance and service delivery activities on the Estate. Only construction workers that have been registered and have been issued with an approved identity card may be engaged.
- 6.5.4 All contractors must ensure their employees are registered on the biometric system, upon arrival the passengers are required to disembark their vehicle and enter via the provided turnstile via a click on access/egress code.
- 6.5.5 All contracted Service Providers must provide the Association with S.A.P.S clearance for their employees/management providing services to Home owners association.
- 6.6 Access control for emergency services:
- 6.6.1 The association will grant automatic access to the Fire Department, Ambulance and emergency vehicles and to members of the SAPS. Security will at all times escort these emergency services to their place of destination within the estate.
- 6.7 Access control for Eskom, JHB Water, Sheriff of the Court and Post Office:

- 6.7.1 Access will be provided to employees from Eskom, Joburg Water, Pikitup and the Post Office after security has first confirmed and notified estate management and verified their identity and job card status. Access will be done in accordance with the approved signed off Security SOP
- 6.8 Residents must comply with all security measures from time to time implemented by the Association.
- 6.9 Garage doors must be kept closed at all times except whilst in operation.
- 6.10 Insofar reasonably possible Visitors must at all times be accompanied by a Resident.

## 7. **MAINTENANCE**

- 7.1 Residents must maintain their Stands (including vacant Stands and sidewalks) in a clean, neat and tidy condition to the reasonable satisfaction of the Board having regard generally to the high standard of maintenance applied throughout the Estate
- 7.2 All garden fences, walls, screen walls and similar features installed by Residents must be maintained by them in a neat and serviceable order and condition.
- 7.3 Failure to affect any necessary maintenance will entitle the Board and/or the Association to affect the necessary maintenance and to claim the cost thereof from the Member or Resident concerned.

## 8. **FACILITIES**

- 8.1 Swimming pool
  - 8.1.1 The indoor swimming pool is a lap training pool.
  - 8.1.2 Only proper swimwear may be worn when swimming or training.
  - 8.1.3 No jumping into the pool is permitted.
  - 8.1.4 Children under the age of <16 to be accompanied by adults at all times
- 8.2 Board rooms
  - 8.2.1 The board rooms may be used by residents only.
  - 8.2.2 The board room must be booked 48 hours in advance through the estate management office in writing.
  - 8.2.3 The board room is limited to 15 people at a time in the large board room and 8 people at a time in the small board room
  - 8.2.4 No eating is permitted in the board rooms. Only liquid refreshments are permitted in the form of tea, coffee, water or juice.
  - 8.2.5 The board rooms are only available during office hours from 08h00 to 16h30 weekdays and from 09h00 to 12h00 on Saturdays.
- 8.3 Riverside Lapa.
  - 8.3.1 The riverside lapa may be booked for private function by residents only.

- 8.3.2 The venue must be booked at least 2 weeks in advance through the management company in writing.
- 8.3.3 A deposit of R1500 is payable and only refunded provided there are no damages and the venue has been cleaned.
- 8.3.4 A rental fee of R750 is charged per day.
- 8.3.5 The deposit and rental fee is payable on the day the venue is booked and the booking will not be confirmed until full payment is received.
- 8.3.6 The venue must be cleaned prior to vacating the venue on the day of use. A penalty equal to double the rental shall be levied against the owners levy account in addition to retaining the deposit.
- 8.3.7 The riverside lapa is only a day venue facility and may be utilised from 08h00 to 18h00 or Sunset, whichever comes first.
- 3.3.8 The venue is restricted to 30 guests at a time. Where this is exceeded a penalty equal to double the rental shall be levied against the owners levy account in addition to retaining the deposit.
- 3.3.9 All refuse generated must be taken with you when you vacate the venue after use.
- 8.3.10 No parking is available and guests must use the walking pathways to reach the venue.

#### 8.4 Restaurant

- 8.4.1 No external functions for third parties will be allowed other than for members, residents, Propco, Manco and/or the Developer (including their representatives), without the prior written consent of the Board of the Waterfall Estate Homeowners Association
- 8.4.2 Operating hours 07h00 – 00h00, or any period therein. The Restaurant Operator shall be entitled to commence service later or close the Restaurant earlier depending on demand.
- 8.4.3 Area of use (see diagram attached): Tables to be situated not more than 10 meters from the front of the restaurant area;
- 8.4.4 The outside area (see diagram attached) is to be enclosed with a fence to reduce noise and protect privacy, the materials and location of which are to be approved by the aesthetics committee and maintained by the Restaurant Operator. The fence is to (if possible) follow the contour of the building and not more than 20 meters from the front of the building;
- 8.4.5 Alcohol shall be served responsibly and the Restaurant Operator will ensure that alcohol is not served to:
  - 8.4.5.1 under aged patrons (younger than 18 years); and/or
  - 8.4.5.2 patrons who clearly appear to be over the legal alcohol limit;
- 8.4.6 Deliveries of take-aways are permitted however ought to be monitored to ensure that same do not cause a nuisance to the members and residents;
- 8.4.7 All delivery vehicles, which shall be owned by the Restaurant Operator, may only be operated by a person with a valid driver's license and the speed limits are to be adhered to (the execution of the provisions hereof shall in any event be subject to an agreement to be concluded between the parties and with specific reference to the terms which shall be applicable in respect of deliveries in general);



- 8.4.8 The music which may be played in the Restaurant shall in no way cause a nuisance to any member and/or resident;
- 8.4.9 No music to be played in the outside area;
- 8.4.10 No big screen TV is to be located in the outside area;
- 8.4.11 No live entertainment to be provided in the outside area;
- 8.4.12 No kiddies entertainment (including rides and the like) with noise or music is to be allowed after 18:00. For the sake of clarity the Restaurant Operator is not responsible for any entertainment arranged by a resident, however residents will be required to adhere to the same rules where this falls within the said enclosed 20 metre area (rule 4);
- 8.4.13 The Restaurant Operator should at all times ensure that the operation of the restaurant is in keeping with the fact that the Restaurant is situated within a private residential estate.

## 8.5 Gym

- 8.5.1 The WCE HOA has created these Gym Rules in the interests of everyone's safety, security and overall health. The purpose of this document is to ensure that all residents benefit equally from the facilities provided and sets out the guidelines for use of the equipment, facilities and services. This will ensure that each visit to the gym will be pleasant for all.
- 8.5.2 All residents, guests and instructors must comply with these rules. If residents, guests or instructors do not comply, the WCE HOA reserves the right to ask members to leave the gym, suspend gym access for specific periods or permanently revoke access to all facilities.
- 8.5.3 General gym use
  - 8.5.3.1 No firearms or other weapons are permitted on gym premises.
  - 8.5.3.2 No alcohol or drugs are allowed in the gym.
  - 8.5.3.3 No pets (other than guide dogs) are allowed in the gym.
  - 8.5.3.4 Members may not sell and/or market any product or service to other members while in our gym.
  - 8.5.3.5 No photographs or videos may be taken inside the gym. Respect other patrons.
  - 8.5.3.6 Children under the age of 16 should be supervised by an adult member at all times.
  - 8.5.3.7 Children under 12 years may not use the gym equipment,
  - 8.5.3.8 Only authorized WCE HOA Personal Trainers are permitted to provide personal training in our gyms. Personal training by another member is prohibited whether it's for payment or not. If we find someone providing unauthorized personal training, our gym Manager will investigate and members and the trainer may be suspended or expelled.
  - 8.5.3.9 Personal Trainers work for themselves and all payment for services is between members and the Personal Trainer. All members are encouraged to sign an

agreement with their Personal Trainers and obtain a receipt every time they purchase sessions.

8.5.3.10 To ensure fair usage of equipment sessions must be limited to 20 minutes per machine during busy periods and if others are waiting to use equipment. Busy periods are 05:00-09:00 and 15:00-21:00

#### 8.5.4 Visitors/Guests

8.5.4.1 The Gym Rules apply to guests of members.

8.5.4.2. Members must accompany guests at all times. Members are responsible for the conduct of their guests and must ensure that they follow the Rules.

#### 8.5.5 Behavior and dress code

8.5.5.1 Members may not enter the gym or use any facility whilst under the influence of alcohol, drugs or performance-enhancing drugs.

8.5.5.2 Members must not use foul, loud or abusive language and members must not physically or sexually abuse or harass other members, guests, visitors, tenants or members of staff.

8.5.5.3 Members will be fully liable for any damage caused by members, their dependents and their guests while in the gym.

8.5.5.4 Only one individual in a shower cubicle at any one time, unless it is a member with their own child under age 4.

8.5.5.5 Suitable and appropriate gym wear must be worn at all times while exercising in the gym. T-shirts/vests (no bare chests) and footwear must be worn at all times.

8.5.5.6 If members are unsure what to wear, please consult with the Gym Management.

#### 8.5.6 Locker and personal belongings

8.5.6.1 Subject to availability, lockers are provided to store belongings while members train. We do not undertake that the use of a locker will guarantee that theft of or damage to property will not occur. Please check that your personal insurance policy covers any loss of personal effects. We do not accept responsibility for any loss or theft of money or loss or damage to personal property of members or their guests whether locked in a locker or otherwise.

8.5.6.2 Do not leave belongings unattended in the change rooms or anywhere else in the gym at any time and report any lost item immediately to a staff member.

8.5.6.3 Lockers may be used only for keeping gym kits, toiletries and the clothing that members were wearing when they arrived at the gym. If we have reasonable grounds to believe that a locker is being used for the storage of something else, we may open the locker and remove any offending items.

8.5.6.4 Lockers are available for use only while members are in the gym. Any belongings left in a locker overnight will be removed and donated to charity if they are not collected within 14 days.

8.5.6.5 The WCE HOA will not reimburse any resident for damage/cutting of the locks from the lockers.

- 8.5.7 Equipment and the training floor
  - 8.5.7.1 Please read these rules carefully and observe them to avoid injury.
  - 8.5.7.2 Please use the equipment for its intended purpose and follow the instructions provided. Do ask for help if needed.
  - 8.5.7.3 Please replace all equipment after use and please use sweat towels at all times.
  - 8.5.7.4 Please inspect equipment before use and do not use if it appears damaged and/or inoperable or any component appears to be missing, worn and/or damaged. We need to know, so please report to a staff member.
  - 8.5.7.5 When using strength equipment, be sure the weight pin is completely inserted.
  - 8.5.7.6 Please do not use dumbbells or any other equipment, other than equipment specifically provided by the manufacturer, to incrementally increase weight resistance on strength equipment. If unsure, please ask for help.
  - 8.5.7.7 Ensure that the belt has come to a complete stop before stepping onto a treadmill. Never jump off a treadmill while the belt is still moving.
  - 8.5.7.8 Please be gentle. Handle weights and equipment with care and replace after use.
  - 8.5.7.9 While completing a circuit, move on with the timer and use the equipment in numerical order.
  - 8.5.7.10 Please observe the specified time limits (20 minutes maximum during busy periods) on equipment so that everyone gets the chance to use it.
  - 8.5.7.11 No food, drinks or bags are allowed on the training floor, with the exception of plastic water bottles and sports drinks.
  - 8.5.7.12 Please use a sweat towel at all times and wipe down equipment after use.
- 8.5.8 Studio and floor classes
  - 8.5.8.1 Class timetables and instructors may change from time to time without notice. Please check gym notice boards for all the latest details.
  - 8.5.8.2 Please arrive a few minutes early for a class as members may not be allowed to join if members are more than five minutes late. If members do arrive a few minutes late, please ensure members are warmed up.
  - 8.5.8.3 Children under the age of 16 are not allowed to attend any of these classes.
- 8.5.9 Showers
  - 8.5.9.1 Only one individual in a shower cubicle at any one time, unless it is a member with their own child under age 4.
  - 8.5.9.2 Never shave or exfoliate in the shower.
  - 8.5.9.3 Always leave the shower in a clean and hygienic state.
- 8.5.10 Safety
  - 8.5.10.1 Please do not tamper with fire doors or any safety devices and fire extinguishers.

- 8.5.10.2 Please follow the health and safety rules of the gym and the notices displayed throughout the gym.
  - 8.5.10.3 Please take note of emergency procedures. If there is an emergency, please follow the staffs' instructions.
  - 8.5.10.4 No running is permitted in the gym.
  - 8.5.10.5 Please report all injuries/incidents and/or any hazards to a staff member.
  - 8.5.10.6 Members under the age of 16 must always be accompanied and supervised by their parents/legal guardians when accessing the gym and at all times while in the gym.
  - 8.5.10.7 Members under the age of 12 may not use any equipment in the gym.
  - 8.5.10.8 Adult members take preference over junior members at all times with regard to the use of equipment and facilities.
- 8.6 Other:
- 8.6.1 Complaints should be addressed to the Estate Manager, in writing via email/the Portal.
  - 8.6.2 Reporting of incidents – any incident that occurs must be reported immediately to the estate manager/security on duty.
  - 8.6.3 Warning and suspensions – written notice to be communicated by estate management to the resident. A signed acknowledgement must be filed thereafter.
- 8.7 Kiddies Play Parks
- 8.7.1 Use of the kiddies play areas and the equipment therein is used at own risk.
  - 8.7.2 Organised kiddies parties must be booked through estate management at least 2 weeks in advance
  - 8.7.3 Kiddies party times are restricted from 08h00 to 17h00 Mondays to Saturdays and 09h00 to 14h00 on Sundays and Public holidays
  - 8.7.4 General use of the kiddies play grounds is recommended to be between sunrise and sunset taking the surrounding neighbours into consideration.
  - 8.7.5 No loud music may be played
  - 8.7.6 All refuse accumulated from parties must be removed by the owner who hosted the party.
  - 8.7.7 The play grounds are not exclusively booked and residents may use the facility at their leisure.
- 8.8 Tennis Courts
- 8.8.1 Tennis courts are used at own risk
  - 8.8.2 Tennis courts are used on a first come first serve basis however residents should ensure that all residents have an equal opportunity to utilise the courts.
  - 8.8.3 After completion of games, the net must be lowered
  - 8.8.4 No bicycles, roller skates, skate boards or any other type of sport with the exception of tennis and netball as marked out on the courts.

- 8.8.5 Only correct non marking tennis shoes are permitted on the courts.
- 8.9 Dams
  - 8.9.1 Fishing
    - 8.9.1.1 Fishing is permitted in demarcated dams only.
    - 8.9.1.2 A catch and release only – barbless fishing hooks only
- 8.10 Swimming
  - 8.10.1 Swimming in dams is not permitted with the exception of the club house dam.
  - 8.10.2 Swimming is at own risk in the swimming pool.
  - 8.10.3 Dogs and pets are not permitted to swim in the dams
- 8.11 Boats, Yachts & Dams
  - 8.11.1 The use of boats (non-motorised) and yachts is limited for use to the club house dam only.
  - 8.11.2 Boats must be parked inside approved facilities and may not be visible from any part of the common property or road.
- 8.12 River
  - 8.12.1 No swimming in the Jukskei River is allowed

## 9. **CONDUCT**

- 9.1 Speed limits & use of vehicles
  - 9.1.1 The speed limit is 40km/h and must be adhered to.
  - 9.1.2 All traffic circles are to be used in a clockwise direction.
  - 9.1.3 Vehicles must be parked in areas specifically designated for that purpose. Particularly vehicles may not be parked on sidewalks and/or in no parking zones. Notwithstanding the foregoing vehicles may, with the prior permission of the Estate Manager, be parked on sidewalks on an occasional basis if and when a Resident hosts a social event with a large number of guests, provided that no foliage may be damaged.
  - 9.1.4 Excessive revving of vehicles or motorbikes is prohibited.
  - 9.1.5 No quad bikes, motorbikes or motorcycles may be ridden on footpaths and/or within the Estate generally except when travelling between a Stand and the main entrance to the Estate for purposes of entering or exiting the Estate.
  - 9.1.6 No vehicles may be repaired or maintained on or about the Estate provided that normal washing of vehicles is permitted.
  - 9.1.7 All vehicles must come to a complete stop at the intersections where stop signs have been installed.
- 9.2 Intersections.
  - 9.2.1 All intersections are to be treated as stop streets.

- 9.3 Golf Carts.
  - 9.3.1 Golf carts shall be operated by competent persons 16 years or older.
  - 9.3.2 All occupants on golf carts shall be seated at all times.
  - 9.3.3 Golf cart operators are required to follow all standard motor vehicle laws and estate rules.
  - 9.3.4 Golf carts shall adhere to all signage on the estate.
  - 9.3.5 Standing on the rear or on either side of a golf cart is strictly prohibited.
  - 9.3.6 No carts will be permitted to operate after dark without front and rear lights.
  - 9.3.7 Golf carts are to be kept clean and in good working order.
  - 9.3.8 Golf carts shall be operated only in the designated areas of the estate. Golf carts are to be used on tar roads and solid concrete pathways only. No golf carts shall be allowed on the paved pathways or on the narrow wooden bridges.
  - 9.3.9 Pedestrians, walkers, joggers, cyclists shall have the right of way. Feet have the right of way over wheels.
  - 9.3.10 Owners of golf carts will be responsible for any damages sustained on the estate through use of the golf carts.
  - 9.3.11 In the event that a homeowner's golf cart is utilised by a friend or guest, it is the homeowner's responsibility to ensure that such person is acquainted with and adheres to the rules and regulations as contained herein.
  - 9.3.12 It is illegal to drive a golf cart outside the estate on a public road.
- 9.4 Storage of golf carts
  - 9.4.1 Golf Carts are to be stored on the homeowner's property.
  - 9.4.2 Storage of golf carts on roads, pathways and or gardens is strictly forbidden.
- 9.5 Liability
  - 9.5.1 The Homeowner / Driver waives all rights to claim against the Estate / Home Owners Association in the event of any loss or damage or injury sustained through the use of golf carts.
- 9.6 Fines and application
  - 9.6.1 In the event of a contravention or continued contravention of the rules and regulations, the guilty party shall be liable to a fine of R500 per contravention of each of the above rules.
  - 9.6.2 These fines are to be added to the homeowner's levy account.

## 10. **PATHWAYS.**

- 10.1 No golf carts are permitted on any paved pathway.
- 10.2 Golf carts may be used on concrete pathways.
- 10.3 No motor vehicles are permitted on pathways.
- 10.4 Pedestrians have right of way.

## 11. **PRIVATE HOUSE PARTIES.**

- 11.1 Residents must inform their direct neighbours of their intention to host a private party at their dwelling which is likely to generate noise, loud music and traffic congestion
- 11.2 Times are restricted to 22h00 on weekdays being Monday to Thursday, 24h00 on Fridays and Saturdays and 20h00 on Sundays. These time frames apply to public holidays regardless of the day of the week on which the public holiday falls.

## 12. **AESTHETICS**

- 12.1 Category 1 – major breaches: these may include;
  - 12.1.1 Breach of building regulations, e.g. building lines, lack of approved building plans, lack of occupancy certificates. (Note that the HOA aesthetics sub-committee will not get involved with disputes regarding, for example, breaches of COJ building regulations. The HOA aesthetics sub-committee will notify the homeowner of the breach and if compliance is not obtained the issue will be handed over to the COJ.)
  - 12.1.2 Boundary walls, fences and hedges.
  - 12.1.3 Exterior paint coloursof the house, buildings and walls
  - 12.1.4 Interfering in the green belts and common areas of the estate.
  - 12.1.5 Paving and driveways.
  - 12.1.6 Garages and sheds.
- 12.2 Category 2 – minor breaches: these may include
  - 12.2.1 TV aerials, air conditioners, trunking.
  - 12.2.2 House numbers.
  - 12.2.3 Building rubble.
  - 12.2.4 Screens.
  - 12.2.5 Lack of maintenance.
- 12.3 Fines and application.
  - 12.3.4 In all instances where the homeowner has breached the guidelines they will be notified in writing and given Ninety Days (90) to remedy the situation. The homeowner may make representation in writing to request clarification or dispute the breach. If the breach is not rectified within three months of

notification then the appropriate penalty will be added to their levy account backdated to the date of notification.

### 13. **LANDSCAPING & ENVIRONMENTAL**

#### ENVIRONMENTAL & LANDSCAPING GUIDELINES – INDIVIDUAL HOME OWNER PLANTINGS / LANDSCAPING IN OPEN / COMMON PROPERTIES

##### PENALTY STRUCTURE

Waterfall has been developed as an “Eco-Estate” with the intent of managing and rehabilitating the common areas for its ecological value. These areas encompass important Wetland, Riparian (Riverine Area) and unique grassland habitat. These habitats are home to a host of endemic fauna, avifauna and flora which are utterly dependant on it being managed as closely to its natural / native state.

13.1 Indigenous Landscape areas may be extended onto the sidewalk on the roadside of the erf (In accordance with the guidelines) and must be maintained by the home owner thereafter.

Other landscape and structures must be contained within the erf boundaries.

NO walkways landscaping/planting or other features may be installed on ANY common areas and including Greenbelts and Wetlands.

Exceptions to the above may be considered in limited predefined UTILITY areas where there is utility construction such as culverts, short connecting cement pathways situated in between houses however any such landscaping / planting. Such plantings / Landscaping may only occur once WRITTEN APPROVAL has been obtained from the Environmental & Landscaping committee and subject to final clearance by the Environmental Control Officer.

13.2 Home Owners may not remove, mow or cut any vegetation in the common area including grass. This is a function of estate management in accordance with the directives of the Environmental Management Plan

13.3 Under no circumstances are home owners allowed to plant any trees, shrubs or other plants outside their erven bordering any greenbelt, wetland, river (Riparian) corridors and common property.

13.4 Planting of non-indigenous trees, shrubs and plants on the roadside pavement verge is not permitted in terms of the landscaping and architectural guidelines.

13.5 Installation of wall mounted lights and spotlights facing and shining directly into the greenbelt is not permitted.

13.6 Dumping of garden refuse e.g. grass clippings onto any neighbouring property or green belt, wetland or common property is strictly prohibited

13.7 Building of any form of structure e.g. stairs, pathway into and on any part of the common property, green belt or wetlands is strictly prohibited

13.8 Releasing any exotic wild life onto greenbelts is strictly prohibited



**14. COMMUNITY & COMMUNICATIONS**

- 14.1 The Waterfall Portal is the Estates Official channel for communication
- 14.2 All registered home owners must register and maintain their contact details on the portal

**15. PLAN APPROVAL**

- 15.1 No building or other structure may be erected on a Stand unless plans for such building or other structure have been approved in writing by the Aesthetics Committee.

**16. CONSTRUCTION**

- 16.1 Commencement penalties
  - 16.1.1 Construction of Units must be commenced with within 24 (twenty four) months after the first registration ("registration date") of an End-User Lease between Propco and the Member concerned.
  - 16.1.2 Failing paragraph 16.1.1 above a penalty of R5000,00 (Five Thousand Rand) per month shall become payable until commencement of construction.
  - 16.1.3 Failing paragraph 16.1.2 above and read in conjunction with paragraph 16.1.1 above and construction has not commenced by the 48th (Forty Eight) month, the penalty contemplated in paragraph 16.1.2 above shall increase to R10,000.00 (Ten Thousand Rand) per month until commencement of construction.
- 16.2 Completion penalties.
  - 16.2.1 Construction must be completed no later than 48 (Forty Eight) months after the first registration ("registration date") of an End-User Lease between Propco and the Member concerned and shall be completed within 24 (Twenty Four) months of commencement but no later than 48 (Forty Eight) months after the first registration ("registration date") of an End-User Lease between Propco and the Member concerned.
  - 16.2.2 Failing paragraph 16.2.1 above a penalty of R5000,00 (Five Thousand Rand) per month shall become payable until completion of construction.
  - 16.2.3 Failing paragraph 16.2.2 above and read in conjunction with paragraph 16.2.1 above and construction has not been completed by the 72<sup>nd</sup> (Seventy Second) month, the penalty contemplated in paragraph 16.2.2 above shall increase to R10,000.00 (Ten Thousand Rand) per month until completion of construction.
- 16.3 Resale properties.
  - 16.3.1 Any property which has penalties applied as contemplated in paragraph 16.1 and 16.2 above, shall be granted a grace period of 12 (Twelve Months) penalty free to commence construction from date of registration of an End-

User Lease between Propco, the First Purchaser and the New Member concerned.

16.3.2 The New Member as contemplated in paragraph 16.3.1 above shall have 24 (Twenty Four) months to complete construction after having commenced construction as contemplated in paragraph 16.3.1 above and no later than 36 (Thirty Six months) from date of registration of the End-User Lease and the New Purchaser.

16.3.3 Failing to commence construction as contemplated in paragraph 16.3.1 above shall pay a penalty of R5000,00 (Five Thousand Rand) per month and shall be **retrospective** to the date of registration of the End-User Lease to the New Member and continue monthly until commencement of construction.

16.3.4 The penalty as contemplated in paragraph 16.3.3 above and read in conjunction with paragraph 16.3.1 and 16.3.2 above shall increase to R10,000 (Ten Thousand Rand) per month

#### 16.4 Contractor registration

16.4.1 Only building contractors who are;

Registered with the Master Builders and Allied Trades Association and the National Home Builders Registration Council; and

Approved by the Association and the Aesthetics Committee.

may be engaged.

#### 16.5 Contractors agreement

16.5.1 All registered members and their appointed building contractor shall sign the Contractors agreement which shall be binding for the duration of the construction period until completion.

16.5.2 All penalties in terms of the contractors agreement shall be levied against the Home Owners levy account same which should be collected from the Contractor by the Home Owner

16.5.3 Contractors may not park any construction vehicles on building sites overnight. Fines may be levied if found parked overnight on a building site.

#### 16.6 Pavement deposit

16.6.1 Prior to commencement of construction Members must pay the sum of R10 000.00 to the Association as security for any damage that may be caused to curbs, roads, pavements and landscaping during construction. Upon completion of construction and provided no damage has occurred the sum of R10 000.00 will be refunded to the Member concerned.

#### 16.7 Start-up process

16.7.1 The appointed contractor shall register the construction Company with Estate Management and comply with all start-up procedures as contemplated in the signing of the contractors agreement per paragraph 16.5 above.

- 16.7.2 A Penalty of R5000,00 (Five Thousand Rand) shall be payable if the appointed contractor commences construction on the site without first registering and obtaining a commencement certificate from Estate Management.
- 16.7.3 The penalty as contemplated in paragraph 16.7.2 above shall continue on a monthly basis until such time as the contractor has complied with the start-up process and a commencement certificate issued by Estate Management
- 16.8 Electricity connections
  - 16.8.1 The registered owner or his appointed contractor must apply for an electricity connection and account with Eskom prior to any electricity being consumed.
  - 16.8.2 Illegal electricity connections shall be reported to Eskom and the contractor banned from further operating within the estate. A penalty of R10,000 (Ten Thousand Rand) shall be payable where illegal connections are found and confirmed by Eskom.
- 16.9 Water connections
  - 16.9.1 The registered owner or his appointed contractor must apply for a Water connection and account with the City of Johannesburg (Joburg Water) prior to any water being consumed.
  - 16.9.2 Illegal water connections shall be reported to the City of Johannesburg (Joburg Water) and the contractor banned from further operating within the estate. A penalty of R10,000 (Ten Thousand Rand) shall be payable where illegal connections are found and confirmed by the City of Johannesburg (Joburg Water)
- 16.10 Alterations to houses
  - 16.10.1 Home Owners who do alterations to their existing properties are required to ensure that they have obtained approval from the aesthetics committee
  - 16.10.2 The appointed contractor shall register the construction Company with Estate Management and comply with all start-up procedures as contemplated in the signing of the contractors agreement per paragraph 17.5 above.
  - 16.10.3 A Penalty of R5000,00 (Five Thousand Rand) shall be payable if the appointed contractor commences construction on the site without first registering and obtaining a commencement certificate from Estate Management.
  - 16.10.4 The penalty as contemplated in paragraph 17.10.3 above shall continue on a monthly basis until such time as the contractor has complied with the start-up process and a commencement certificate issued by Estate Management

## **17. OCCUPATION**

- 17.1 Notice of completion
  - 17.1.1 Members must notify Estate Management in writing that they are complete with construction of the dwelling and apply for their letter of authority to occupy the dwelling from the Home Owner Association.
- 17.2 COJ certificate
  - 17.2.1 Prior to any member being granted permission to occupy their dwelling of construction thereof must first obtain a City of Johannesburg Occupation Certificate from the Building Inspector.
  - 17.2.2 Members who occupy their dwelling without first obtaining a City of Johannesburg Occupation Certificate from the Building Inspector shall be liable for a penalty of R10,000 (Ten Thousand Rand) per month until such time as the occupation certificate has been obtained and provided to Estate Management.
- 17.3 Occupation letter of authority
  - 17.3.1 Members will be provided with an Occupation Letter of authority by Estate Management after having complied with paragraph 17.2.1 and 17.2.2 above which will grant them permission to occupy the dwelling.
  - 17.3.2 Members who occupy their dwelling without first obtaining an Occupation Letter of Authority from the Home Owners Association shall be liable for a penalty of R10,000 (Ten Thousand Rand) per month until such time as the Occupation letter of Authority has been issued as contemplated in paragraph 17.3.1 above
- 17.4 Completion process
  - 17.4.1 Construction will be deemed to be complete once the following certificates have been issued by the Home Owners Association
  - 17.4.2 An aesthetics completion certificate will be issued which will be issued provided the dwelling has been built in accordance with the approved plans as signed off by the aesthetics committee. Members must complete the aesthetics checklist, which can be obtained from estate management, which will assist them in obtaining the aesthetics completion certificate by complying with the checklist requirements drawn up based on the published aesthetics guidelines.
  - 17.4.3 A building control completion certificate is issued by the Estate Manager provided that their contractor has complied with the building control completion checklist which is issued by the Estate Manager.

## 18. **NOISE AND NUISANCE**

### 18.1 Generators

- 18.1.1 Members are permitted to have generator provided the following conditions are complied with.
- 18.1.2 A generator may be installed that will create no more noise than a pool pump (a pool pump, although not really quiet, is something that most people can relate to). A general purpose residential pool pump noise level is 55 to 62db(a) at 7 meters, and this will be the upper limit of what will be allowed.
- 18.1.3 No portable generators are permitted unless these are of the silent type and adhere to these rules.
- 18.1.4 All generators installed must be concealed and not visible from the common property
- 18.1.5 A homeowner must supply a proposal as to how the generator will be soundproofed and give a commitment that the proposed noise level will be adhered to
- 18.1.6 All generators installed must be correctly installed by a qualified installer who must issue a certificate of compliance that it has been installed correctly
- 18.1.7 Generators may not cause a noise disturbance to any surrounding neighbour.
- 18.1.8 Exhaust emissions must not affect neighbours or common property.
- 18.1.9 There will be operating hours of 05h00 to 22h00.
- 18.1.10 Manual operation will be possible but if installed on automatic changeover then a timer must be installed to prevent inconveniencing neighbours outside of operating hours.
- 18.1.11 Be aware of the dangers regarding the installation of a generator where there is already a solar photovoltaic system installed or a backup / inverter / off-grid system installed and ensure that all equipment is installed and isolated correctly.
- 18.1.12 Failure to comply with any of the above regulations shall result in a penalty per occurrence.

18.2 No fireworks may be discharged on or about the Estate.

18.3 The use of petrol driven lawnmowers is prohibited on weekends and public holidays.

18.4 No hobby or other activity is permitted which will create nuisance or disturbance (whether through noise or otherwise) to other Residents. Without limiting the generality of the foregoing power driven tools which create an excessive noise are prohibited

18.5 The comfort of all Residents must be respected.

## 19. **PETS**

- 19.1 All pets must wear a collar with tag indicating the name, telephone number and address of the owner. Pets must be kept on a leash whilst on common areas and may under no circumstances be allowed to swim in dams or other water features.
- 19.2 Pet litter (droppings) must be immediately removed and suitably disposed of. "Poop-Scoops" (or other suitable equipment) and litter bags must be carried whilst walking dogs on or about common areas forming part of the Estate.
- 19.3 No pets which create a disturbance (whether through excessive barking or other conduct) are permitted.
- 19.4 Owners of pets must ensure that they do not cause a nuisance or disturbance to other residents and that cyclists, walkers, joggers, pedestrians and other pets are not attacked or harassed.
- 19.5 Pit Bull Terriers are specifically prohibited.
- 19.6 Where necessary suitable fencing or other restraining measures approved by the Board must be installed to contain pets.
- 19.7 The Board may require animals and pets which it in its sole and absolute discretion considers to be dangerous and/or undesirable and/or a nuisance to be removed from the Estate.

## 20. **BORE HOLES**

- 20.1 Members must apply in writing to the Home Owners Association for approval to sink a borehole.
- 20.2 Written application must confirm that the borehole will not be used for domestic consumption purposes and will only be used for irrigation purposes on the property.
- 20.3 Where the borehole is required for domestic consumption purposes the necessary application must be done with the City of Johannesburg for compliance.

## 21. **REFUSE**

- 21.1 Non-recyclable domestic waste must be placed in the approved 240l black wheelie refuse bin obtainable from Pikitup.
- 21.2 Recyclable refuse must be disposed of in appropriate closed refuse containers.
- 21.3 Refuse must be placed on the pavement verge by the driveway to your property in the applicable refuse containers before 7am on the day of the notified collection service
- 21.4 Refuse may not be dumped on streets or elsewhere in the Estate. The burning of refuse is not permitted.
- 21.5 Refuse containers may be placed on streets only for collection purposes on days designated for such collection, and must be returned to the demarcated areas immediately after the refuse has been removed

22. **SERVICE PROVIDERS**

22.1 Broad based services shall be provided by Smart Village (Proprietary) Limited (provided such services are of a reasonable and acceptable standard in all the circumstances) and for the purposes of this clause “multi-media” and “broad band based services” shall include voice (internal and external) services, data, internet services, video services (including video on demand and television programs when available) and fibre optic networks and design implementation, operation and maintenance of the infrastructure required to provide such services.

23. **CHANGE TO RULES**

These Rules may not be amended or changed in any manner howsoever without the prior written consent of Propco.

24. **BOARD DETERMINATION FINAL AND BINDING**

Any determination of the Board relating to or arising from these Rules (including any determination regarding the interpretation and/or implementation of these Rules) shall be final and binding on Members and Residents and shall not be subject to dispute by them.

25. **APPROVALS**

Any approval required from Propco and/or the Board in terms of these Rules may be withheld by Propco and/or the Board at their sole and absolute discretion and they will not be obliged to give reasons for such refusal.

## 26. SCHEDULE OF FINES

### 26.1 SECURITY

Paragraph reference	Offence	Penalty Value
6.2	First offence	Warning
	Second offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
6.3	First offence	Warning
	Second offence	Penalty of R500.00
	Repeat offences	Penalty equal to double the previous penalty imposed
6.4	First offence	Warning
	Second offence	Penalty of R500.00
	Repeat offences	Penalty equal to double the previous penalty imposed
6.8	First offence	Warning
	Second offence	Penalty of R500.00
	Repeat offences	Penalty equal to double the previous penalty imposed

### 26.2 MAINTENANCE

Paragraph reference	Offence	Penalty Value
7.1	Cutting of vacant stands and side walks	R500.00 excluding Vat
7.2	First offence	Cost of repair & rehabilitation + 15% of the total cost as a penalty with a minimum of R500 and a maximum of R1500.00 to be levied to the residents levy account



## 26.3 FACILITIES

Paragraph reference	Offence	Penalty Value
8.1	First offence	Warning
	Second and subsequent offences	R500.00 penalty
8.2	First offence	R500.00 penalty
8.3.	First offence	Penalty equal to double the rental fee debited to the owners levy ac count
8.3.10	First offence	A minimum penalty of R2500.00 to a maximum of R20,000.00 if found parked at the venue located on the green blet
8.5	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
8.7.	First offence	R500.00 penalty
8.8	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
8.10	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
8.11	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed

## 26.4 CONDUCT

Paragraph reference	Offence	Penalty Value
9.1	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
9.1.1	41 to 44km/h	To be confirmed
	45 to 49km/h	
	50 to 54km/h	
	55 and above	
9.2.	First Offence	Penalty of R2500.00
	Subsequent offences	Penalty equal to double the previous penalty imposed
9.3.	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
9.4.	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed

## 26.5 PATHWAYS

Paragraph reference	Offence	Penalty Value
10	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed

## 26.6 PRIVATE HOUSE PARTIES

Paragraph reference	Offence	Penalty Value
11	First Offence	Penalty of R2500.00
	Subsequent offences	Penalty equal to double the previous penalty imposed

## 26.7 AESTHETICS

Paragraph reference	Offence	Penalty Value
12.1	First Notice	90 days' notice to comply and thereafter R500 per month until compliance is achieved
12.2	First Notice	90 days' notice to comply and thereafter R2500 per month until compliance is achieved

## 26.8 LANDSCAPING & ENVIRONMENTAL

Paragraph reference	Offence	Penalty Value
13	First Offence	Cost of repair and rehabilitation + 15% of the total cost as a penalty with a minimum of R500 and a maximum of R1500 to be levied to the owners account
	Repeat Offences	Cost of repair and rehabilitation + 15% of the total cost as a penalty with a minimum of R1500 and a maximum of R5000 to be levied to the owners account
13.6	Dumping on neighbour stand	R5000.00 spot fine
	Dumping on common property	R5000.00 spot fine
	Dumping in a green belt	R10000.00 spot fine
	Dumping in a wetland	R10000.00 spot fine
	Repeat offences	
	Dumping on neighbour stand	R10000.00 spot fine
	Dumping on common property	R10000.00 spot fine

	Dumping in a green belt	R20000.00 spot fine
	Dumping in a wetland	R20000.00 spot fine
13.8	Per offence	Penalty of R5000.00

## 26.9 PLAN APPROVAL

Paragraph reference	Offence	Penalty Value
15.1	First Offence	Penalty of R5000.00

## 26.10 CONSTRUCTION

Paragraph reference	Offence	Penalty Value
16.4	First Offence	Construction will be stopped
16.7	First Offence	A Penalty of R5000
16.8	Per Offence	A penalty of R10000.00 shall be payable where illegal connections are found and confirmed by Eskom
16.9	Per Offence	A penalty of R10000.00 shall be payable where illegal connections are found and confirmed by Joburg Water
16.10	First Offence	A Penalty of R5000

## 26.11 OCCUPATION

Paragraph reference	Offence	Penalty Value
17	First offence	Penalty of R10,000.00

## 26.12 NOISE AND NUISANCE

Paragraph reference	Offence	Penalty Value
18.1	Per offence	Penalty of R500.00
18.2	Per Offence	Penalty of R2500.00
18.3	Per Offence	Penalty of R500.00
18.4	Per offence	Penalty of R500.00

## 26.13 PETS

Paragraph reference	Offence	Penalty Value
19	First offence	Written warning
	Second offence	Penalty of R500
	Subsequent offences	Double the last imposed penalty