

**CITY OF CAPE TOWN  
HELDERBERG ADMINISTRATION**

***CONSTITUTION OF THE 77 ON  
DUMMER HOME OWNERS'  
ASSOCIATION***

**The contents of this document is minimum requirements for approval of the Constitution of an owners' association as is required in terms of the Land Use Planning Ordinance, 1985 (No 15 of 1985) or any other legislation which might substitute it. Helderberg Municipality however reserves the right to withhold its consent where in its opinion any provision hereof is impractical, unreasonable or contradictory.**

# **THE 77 ON DUMMER HOME OWNERS' ASSOCIATION**

## **CERTIFICATE OF APPROVAL**

THIS IS TO CERTIFY THAT THE CONSTITUTION OF THE 77 ON DUMMER HOME OWNERS' ASSOCIATION WAS THIS DAY APPROVED AS IS REQUIRED IN TERMS OF SECTION 29 (2)(b)(iii) OR SECTION 42 OF THE LAND USE PLANNING ORDINANCE, 1985 (NO 15 OF 1985) OR SECTION 29 (2)(b)(iii) OF THE WESTERN CAPE PLANNING AND DEVELOPMENT ACT, 1999 (ACT 7 OF 1999) WHICHEVER IS APPLICABLE.

SIGNED AT SOMERSET WEST THIS ..... DAY OF .....

.....  
DIRECTOR: URBAN PLANNING, HOUSING AND DEVELOPMENT

*30<sup>th</sup> June 2008*

# THE 77 ON DUMMER HOMEOWNERS' ASSOCIATION

## CONSTITUTION

### 1. ESTABLISHMENT IN TERMS OF STATUTE

The 77 On Dummer HOMEOWNER'S ASSOCIATION is constituted, as an Association, in terms of Section 29 of the Land Use Planning Ordinance, No 15 of 1985.

### 2. INTERPRETATION

2.1 In these presents the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

2.1.1 **Area** means the entire development comprising Erf 7124, Somerset West, situated in the City of Cape Town Municipality, Division Stellenbosch, Province of the Western Cape, including any subdivision thereof and **Development** shall have the corresponding meaning;

2.1.2 **Association** means THE 77 ON DUMMER HOMEOWNERS' ASSOCIATION;

2.1.3 **Auditors** mean the Auditors of the Association;

2.1.4 **Business Day** means weekdays other than Saturdays, Sundays and Public Holidays;

2.1.5 **Chairman** means the Chairman of the Trustee Committee;

2.1.6 **Common Area** means the Private Open Space, Security/Storage complex, security lights, including all roads, pavements, gardens, open areas, all features, improvements and facilities of the Area that are intended for common usage and benefit;

2.1.7 **Constitution** means this Constitution and regulations of the Association from time to time in force;

2.1.8 **Design Guidelines** means the architectural guidelines prepared for the Development and includes all/any amendments made thereto from time to time.

- 2.1.9 **Erf** or **Erven** means any erf or erven resulting from any subdivision referred to in clause 2.1.1;
- 2.1.10 **Financial Year** means the period commencing on the 1<sup>st</sup> of March in a particular year and terminating on the last day of February of the following year;
- 2.1.11 **In writing** means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
- 2.1.12 **Levy** means the levy contribution due to the Association by an Owner in terms of this Constitution;
- 2.1.13 **Managing Agent** means any person or entity appointed by the Association as an independent contractor, or as an employee, to undertake any of the administrative functions of the Association;
- 2.1.14 **Member** means every owner of an erf in the Area, as evidenced by registration in the Cape Town Deeds Registry;
- 2.1.15 **Month** means calendar month;
- 2.1.16 **Municipality** means the City of Cape Town Municipality or its successors in title from time to time succeeding to its present statutory responsibilities;
- 2.1.17 **Office** means the registered office of the Association;
- 2.1.18 **Owner** means the registered owner of an erf in the Area.
- 2.1.19 **Regulations** mean such regulations and Conduct Rules that the members of the Association may make from time to time in general meeting and such regulations and Conduct Rules as the Trustee Committee may make from time to time in terms of the provisions of this Constitution;
- 2.1.20 **Trustee** means a member of the Trustee Committee;
- 2.1.21 **Trustee Committee** means the Trustees of the Association collectively from time to time and includes alternate and co-opted Trustees;
- 2.1.22 **Unit** means an erf together with a dwelling, outbuilding(s), garden, driveway and all improvements of a permanent nature.

- 2.2 The clause headings are for convenience and shall be disregarded in construing this Constitution.
- 2.3 Unless the context clearly indicates contrary intention:
- 2.3.1 the singular shall include the plural and vice versa; and
  - 2.3.2 a reference to any one gender shall include the other genders; and
  - 2.3.3 a reference to natural persons shall include legal persons and vice versa.
- 2.4 Annexures to this Constitution shall be deemed to be incorporated in, and form part of, this Constitution.

### **3. OBJECTS**

- 3.1 The objects of the Association are to:
- 3.1.1 promote and enforce standards, not the least of which should be the congenial atmosphere in the Area in such a way that members may derive the maximum collective benefit therefrom;
  - 3.1.2 promote and enforce acceptable aesthetic, environmental and architectural styles and design criteria for the Area in order to achieve harmonious development thereof;
  - 3.1.3 monitor and control the planting of locally indigenous trees and shrubs on the Development;
  - 3.1.4 administer, manage and maintain all common areas, services, facilities, installations and other assets belonging to the Association or falling under its control;
  - 3.1.5 promote advancement and protection of the communal interests of the members generally;
  - 3.1.6 establish a fund for expenses of the Association, including provision for future expenses and contingencies;
  - 3.1.7 collect from the members by way of levies for the purposes of the said fund;
  - 3.1.8 control the transfer of erven in the Area and ensure compliance with this Constitution;
  - 3.1.9 ensure that all applicable municipal services are supplied to the Development;

and the Association shall have all such powers necessary to enable it to achieve such purpose and objects.

#### **4. MEMBERSHIP**

4.1 The members of the Association shall consist of every registered owner of an erf in the Area, such membership commencing automatically on the date of registration of transfer into the name of a transferee, and ceasing automatically on the date upon which the last erf owned by the owner is transferred to another.

4.2 Membership shall be automatic and compulsory. No member may resign, or cede or assign his membership to another.

4.3 Where any owner is more than one person, all the registered owners of an erf shall be deemed jointly and severally to be one member of the Association.

4.4 Where any person is the registered owner of more than one erf such person shall be regarded as a member and shall have the rights and obligations of a member in respect of each erf registered in such person's name.

4.5 A member shall not be entitled to alienate or transfer an erf without the written consent of the Trustee Committee, which consent shall not be unreasonably withheld, provided: -

4.5.1 that all levies due in respect of such erf have been paid or secured to their satisfaction; and

4.5.2 there has been substantial compliance with the provisions of this Constitution, and of the Regulations.

4.6 The rights and obligations of a member shall not be transferable and every member shall:

4.6.1 to the best of his ability further the objects and interests of the Association;

4.6.2 observe all Regulations made by the Association or the Trustee Committee;

4.6.3 be jointly liable with all the members for all expenditure incurred in connection with the Association insofar as third parties are concerned;

provided that nothing contained in this Constitution shall prevent a member from ceding his rights in terms of this Constitution as security to the Mortgagee of that member's erf.

4.7 No member ceasing to be a member of the Association for any reason shall, (nor shall any such member's executor, curator, trustee or liquidator) have any claim upon or interest in the funds or other property of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such member or his estate any arrears of levies or other sums due from him to the Association at the time of his so ceasing to be a member.

## **5. TRUSTEE COMMITTEE**

- 5.1 The affairs of the Association shall be managed and controlled by a Trustee Committee, consisting of a minimum of 3 and maximum of 5 members.
- 5.2 A Trustee shall be a natural person and shall be an owner or representative of an owner which is a company, close corporation, trust or other legal persona.
- 5.3 No owner may be appointed as a Trustee if he is in arrear with his levy payments.
- 5.4 Not later than one (1) day before the date on which the annual general meeting is to take place, members shall furnish their written nominations for Trustees to the Chairman. A nomination by a member shall be seconded by another member and shall be duly endorsed by the nominee.
- 5.5 At the annual general meeting, the Trustees, shall, after proposal and seconding, be elected by majority vote of the members present in person or proxy.
- 5.6 A Trustee shall, by accepting his appointment as such, be deemed to have agreed to be bound by the provisions of this Constitution.
- 5.7 Within seven (7) days of the holding of an annual general meeting, the Trustees shall meet and shall elect from their own number a Chairman and Vice-Chairman/Secretary, who shall hold their respective offices until the annual general meeting held next after their said appointment, provided that the office of the Chairman or Vice-Chairman/Secretary shall ipso facto be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in any of the aforesaid offices at any time, the Trustees shall immediately meet to appoint one of their number as a replacement in such office.
- 15.8 Save as otherwise provided in this Constitution, the Chairman shall preside at all meetings of the Trustee Committee, and all general meetings of members, and shall perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Trustees or by the members, and to allow or refuse to permit invitees to speak at any such meetings, provided however, that any such invitees shall not be entitled to vote at any such meetings.

- 5.9 The Vice-Chairman/Secretary shall assume the powers and duties of the Chairman in the absence of the Chairman, or his inability or refusal to act as Chairman, and shall perform such other duties as may from time to time be assigned to him by the Chairman or the Trustees.
- 5.10 The Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Trustees and/or Chairman, Vice-Chairman/Secretary, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration fees or salary in respect of the performance of such duties.
- 5.11 Save as set forth in clause 5.12 below, each Trustee shall continue to hold office until the annual general meeting next following his said appointment, at which meeting each Trustee shall be deemed to have retired from office as such, but will be eligible for re-election to the Trustee Committee at such meeting.
- 5.12 A Trustee shall be deemed to have vacated his office as such upon:
- 5.12.1 his estate being sequestrated, whether provisionally or finally, or his surrendering his estate;
  - 5.12.2 his making any arrangement or compromise with his creditors;
  - 5.12.3 his conviction for any offence involving dishonesty;
  - 5.12.4 his becoming of unsound mind or being found lunatic;
  - 5.12.5 receipt of written notice of resignation given to the Trustee Committee by the relevant Trustee;
  - 5.12.6 his death;
  - 5.12.7 his ceasing to be a member of the Association;
  - 5.12.8 him being absent from three (3) consecutive Trustee Committee meetings without leave of absence.

Provided that anything done in the capacity of a Trustee in good faith, by a person who ceases to be a Trustee, shall be valid until the fact that he is no longer a Trustee has been recorded in the Minute Book of the Trustee Committee.

- 5.13 Upon any vacancy occurring on the Trustee Committee prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Trustee Committee.

## **6. FUNCTIONS & POWERS OF THE TRUSTEE COMMITTEE**

6.1 Subject to the express provisions of this Constitution, the Trustee Committee shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in this Constitution, may exercise all such powers of the Association, and do all such acts on behalf of the Association as may be exercised and done by the Association, and as are not by this Constitution required to be exercised or done by the Association in general meeting, subject nevertheless to such Regulations as may be prescribed by the Association in general meeting from time to time, provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Trustee Committee which would have been valid if such regulation had not been made.

6.2 The Trustee Committee shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.

6.3 The Trustee Committee shall have the right to co-opt onto the Trustee Committee any member or members chosen by it. A co-opted Trustee shall enjoy all the rights and be subject to all the obligations of the Trustees.

6.4 The Trustee Committee may should it so decide, investigate any suspected or alleged breach by any member or Trustee of this Constitution, and in such reasonable manner as it shall decide from time to time.

6.5 The Trustee Committee may make Regulations, not inconsistent with this Constitution, or any regulations prescribed in the Association in general meeting:

6.5.1 as to disputes generally;

6.5.2 for the furtherance and promotion of any of the objects of the Association;

6.5.3 for the better management of the affairs of the Association;

6.5.4 for the advancement of the interests of members;

6.5.5 for the conduct of Trustee Committee meetings and general meetings;

6.5.6 to assist it in administering and governing its activities generally;

6.5.7 in respect of the conduct of owners and occupiers.

and shall be entitled to cancel, vary or modify any of the same from time to time.

6.6 Without in any way limiting the powers granted, the duties and powers of the Trustee Committee shall further include:

- 6.6.1 the determination of what constitutes appropriate standards for conduct, living, maintenance, repairs, additions to and improvements in respect of Units and with reference to the objects referred to in clause 3;
- 6.6.2 the performance of such acts as are necessary to accomplish the objects expressed or implied herein;
- 6.6.3 the investment and re-investment of money of the Association not immediately required, in such manner as they may determine from time to time;
- 6.6.4 the operation of banking and savings accounts with all powers required by such operations;
- 6.6.5 the making of, entering into, carrying out and implementation of contracts or agreements with third parties for and on behalf of the Association;
- 6.6.6 the employment on behalf of the Association of agents, servants or any other persons and the payment of such persons;
- 6.6.7 the appointment of a qualified practising Architect to assist the Trustee Committee in exercising its powers in terms of this Constitution;
- 6.6.8 the assessment of and imposition of a scrutiny fee payable in order to implement clause 18;
- 6.6.9 performances of such acts as are required to ensure the security of persons and property in the Area;
- 6.6.10 the institution and defence of actions or other legal procedures in the name of the Association and the appointment of legal representatives for such purpose;
- 6.6.11 the imposition of levies on members in accordance with this Constitution;
- 6.6.12 the keeping of proper administration and accounting records;
- 6.6.13 the appointment of an auditor or person qualified to act as financial officer of a Close Corporation to do an annual audit of the Association's financial records;

6.6.14 the taking of steps in all matters of common interest in respect of the Association, and without detracting from the generality thereof, such as common sewerage, electricity supply, landscaping, maintenance of private roads, refuse facilities, removal of refuse and suchlike, where applicable.

## **7. PROCEEDINGS OF THE TRUSTEE COMMITTEE**

7.1 The Trustee Committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of this Constitution.

7.2 Meetings of the Trustee Committee shall be held at least once every quarter, provided that if all the Trustees shall in writing have waived the above requirement in respect of a particular quarter, then no meeting of the Trustee Committee need be held for that quarter.

7.3 The quorum necessary for the holding of any meeting of the Trustee Committee shall be three (3) Trustees present personally.

7.4 Any resolution of the Trustees shall be carried by a simple majority of all votes cast, each Trustee present having one vote. In the event of an equality of votes, the Chairman of the meeting shall have a casting as well as a deliberative vote.

7.5 The Chairman shall preside as such at all meetings of the Trustee Committee, provided that should at any meeting of the Trustee Committee the Chairman not be present within 5 (five) minutes after the time appointed for the holding thereof, then the Vice-Chairman/Secretary shall act as Chairman at such meeting, provided further that should the Vice-Chairman/Secretary also not be present within 5 (five) minutes of the time appointed for the holding of such meeting, those present of the Trustees shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

7.6 A Trustee shall take minutes of every Trustee Committee meeting, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting will have closed and shall then be certified correct by the Chairman of the meeting. All minutes of Trustee Committee meetings shall after certification as aforesaid be placed in a Trustee Committee Minute Book to be kept in accordance mutatis mutandis, with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The Trustee Committee Minute Book shall be open for inspection at all reasonable times by a Trustee, the Auditors, the members and the Municipality.

- 7.7 All competent resolutions recorded in the Trustee Committee Minute Book shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the Trustees shall be of any force or effect, or shall be binding upon the members or any of the Trustees unless such resolution is competent within the powers of the Trustees.
- 7.8 Save as otherwise provided in this Constitution, the proceedings at any Trustees' meeting shall be conducted in such reasonable manner and form, as the Chairman of the meeting shall decide.
- 7.9 A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Trustee Committee duly convened.

## **8. THE BUDGET AND LEVIES**

- 8.1 The Trustees must, as soon as possible after the end of each financial year, prepare a Budget for expenses relating to the communal areas and all assets of the Association and all administrative and other expenses for which the Association is responsible and any amounts proposed to be held in reserve in respect of future maintenance, repairs or capital expenditure.
- 8.2 At each annual general meeting the Association shall approve, with or without amendment by the members by ordinary resolution the estimate of income and expenditure (referred to as "the budget") in order to defray the costs of managing and administering the Association and to achieve its objects  
The Association shall further, and in accordance to the budget, determine the amount estimated to be required to be levied upon the members during the ensuing financial year.
- 8.3 Within fourteen (14) days after approval of the Budget, the Trustees must, by making a Trustees' resolution to such effect, apportion the Budget to members as annual levies. Such apportionment shall be made to members equally in respect of every erf in the Development.
- 8.4 Liability for payment of the above levies to the Association shall vest in the individual members.
- 8.5 The recoupment of the levies so determined upon the Trustees' resolution referred to in 8.3 above shall be due and payable over the period of the budget.
- 8.6 All levies must be paid, in advance, on the first day of each month and every member must arrange for payment to the Association by bank order.

- 8.7 Upon taking transfer of an erf, the new owner becomes liable for payment of levies in respect of the unpaid portion of levies for that financial year, excluding arrears. In respect of the month during which transfer takes place, a pro rata apportionment is to be made.
- 8.8 The Trustees may from time to time, when necessary, make special levies upon the owners or call upon them to make special contributions in respect of expenses which may not have been included in the budget and/or as are mentioned in sub-clause 8.1 above in respect of all expenses which have not been included in the Budget and such levies may be made payable in one such or in such instalments as the Trustees may determine in their own discretion. Such levies become due and payable on the date of the relevant Trustees' resolution.
- 8.9 Where any erf is owned by more than one person, all the registered owners of that erf shall be jointly and severally liable for the due performance of any obligation to the Association.
- 8.10 If an owner fails to pay its levies in full to the Association on due date, the Association may institute an action for the recovery thereof in any competent court.
- 8.11 An owner shall be liable for all legal costs, including attorney and own client costs, collection commission, expenses, and other charges, administrative or otherwise, incurred by the Association in obtaining the recovery of arrear levies or any other arrear amounts due and owing by such owner to the Association, or in enforcing compliance with the Rules, including the Conduct Rules and this Constitution, of the Association..
- 8.12 The Trustees shall be entitled to charge interest on arrear amounts at such rate, as they may from time to time determine, failing any determination the prevailing mora interest as applicable in the Magistrate's Court at the time shall apply.
- 8.13 After the end of any financial year, owners shall remain liable for interim levies at the rate applicable before the end of such financial year, as if new levies have been determined. The Trustees may resolve to increase or decrease such interim levies according to their discretion, in anticipation of any expected increase or decrease in the budgeted expenses for the new financial year.

## **9. GENERAL MEETINGS OF THE ASSOCIATION**

- 9.1 The Association shall in each calendar year, hold a general meeting as its Annual General Meeting, in addition to any other general meetings during that year, and shall specify the meeting as such in the notices, in terms of clause 10 below convening it.

- 9.2 Such Annual General Meeting shall be held at such time and place, subject to the foregoing provisions, as the Trustee Committee shall decide from time to time.
- 9.3 All general meetings other than Annual General Meetings shall be called special general meetings.
- 9.4 The Trustee Committee may, whenever they think fit, convene a special general meeting and shall convene a meeting upon the requisition in writing of seven (7) members.

## **10. NOTICE OF MEETINGS**

- 10.1 An annual general meeting shall be called by not less than 21 (twenty one) days notice to all Trustees and all members, and a special general meeting by not less than 14 (fourteen) days notice to all Trustees and all members. In each case, the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting, and in the case of special business in addition to any other requirements contained in this Constitution, the general nature of that business and the reasons for it shall be given in the manner hereafter mentioned or in such other manner, if any, as may be prescribed by the Trustees, to such persons as are, under this Constitution, entitled to receive such notices from the Association.
- 10.2 Notice of general meetings shall be given by posting thereof to each member at his domicilium citandi et executandi: Provided that it shall be competent to give any notice to a member by telefax or e-mail, where he has advised the Trustees of his telefax number and e-mail address.
- 10.3 The accidental omission to give notice of a general meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of this Constitution, or the non-receipt of any such notice, notification or document by any member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

## **11. VENUE OF MEETINGS**

- 11.1 General Meetings of the Association shall take place at such place/s as shall be determined by the Trustee Committee from time to time.

## **12. QUORUM**

- 12.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be 6 (six) members present personally or by proxy.

- 12.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as the Chairman of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

### **13. AGENDA AT MEETINGS**

- 13.1 In addition to any other matters required by this Constitution to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 13.1.1 consideration of the Chairman's report;
- 13.1.2 the election of Trustees;
- 13.1.3 consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolution;
- 13.1.4 consideration of the balance sheet of the Association for the last financial year of the Association preceding the date of such meeting;
- 13.1.5 consideration of the Auditors Report;
- 13.1.6 the consideration and confirmation of the Budget as presented by the Trustees; and
- 13.1.7 consideration of the Auditors for the financial year of the Association preceding the Annual General Meeting.

### **14. PROCEDURE AT GENERAL MEETINGS**

- 14.1 The Chairman shall preside as such at all general meetings, provided that should he not be present within five minutes after the time appointed for the holding thereof, then the Vice-Chairman/Secretary, shall act as Chairman at such meeting, provided further that should the Vice-Chairman/Secretary also not be present within five minutes of the time appointed for the holding of such meeting, then the members present at such meeting and entitled to vote, shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

14.2 The Chairman may, with the consent of any general meeting at which a quorum is present (and if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.

14.3 Except as otherwise set forth in this Constitution, all general meetings shall be conducted in accordance with generally accepted practice.

## **15. VOTING AT GENERAL MEETINGS**

15.1 At every general meeting, every member in person or by proxy and entitled to vote shall have one vote for each erf owned by him, provided that if an erf is registered in more than one person's name, then they shall jointly have one vote.

15.2 Save as expressly provided for in this Constitution, no person other than a member duly registered, and who shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of or arising out of his membership, and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.

15.3 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless either prior to or on the declaration by the Chairman of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.

15.4 Voting on the election of a Chairman of a general meeting (if necessary) or on any question of adjournment, shall be decided on show of hands by a majority of the members present in person or by proxy, and entitled to vote.

15.5 Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.

15.6 An ordinary resolution or the amendment of an ordinary resolution, shall be carried on a simple majority of all votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the general meeting shall be entitled to a casting vote in addition to his deliberative vote.

15.7 Unless any member present in person or by proxy at a general meeting shall before closure of the meeting have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety of validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the Chairman of the meeting as to the result of any voting at the meeting.

## **16. PROXIES**

16.1 A member may be represented at a general meeting by a proxy, who need not be a member of the Association. The instrument appointing a proxy shall be in writing signed by the member concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where the member is more than one person, any one of those persons may sign the instrument appointing a proxy on such member's behalf, where a member is a company, the same may be signed by the Chairman of the Board of Directors of the Company or by its secretary, and where a member is an Association of persons, the same may be signed by the secretary thereof.

16.2 The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof shall be deposited with the Chairman at any time before the time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months from the date of its execution. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Chairman at least one hour before the time fixed for the holding of the meeting.

16.3 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Trustee Committee at least one hour before the time fixed for the holding of the meeting.

**17. SERVICES**

- 17.1.1 The Municipality shall at all times, at its costs, be solely responsible, up to the consumer side of water meters, the electricity connection cable and the sewer connection up to the individual property boundary, for the maintenance of such services, as well as the reading of meters and the issuing of accounts to the individual property owners.
- 17.1.2 Electricity and water meters shall remain the property of the Municipality who retains ownership thereof;
- 17.1.3 All usual and normal conditions and fees for connections of water, sewerage and electricity in terms of applicable by-laws shall apply;
- 17.1.4 The Municipality shall enjoy reasonable access to the Area for the maintenance and inspection of the services and for the reading of meters, subject to compliance with the security requirements from time to time of the Association; and
- 17.1.5 No persons other than the authorised agents of the Municipality shall interfere with or connect to any municipal service or meter.

**18. AESTHETIC AND ENVIRONMENTAL CONTROLS**

- 18.1 Building Operations must be completed within one year of commencing construction.
- 18.2 The Trustee Committee shall have the power to do such acts and to frame and enforce conditions on members as are necessary or expedient to accomplish the purposes expressed or implied herein, which acts shall include inter alia, but not be limited to:
  - 18.2.1 the approval of, or refusal of plans, elevations and specifications of all buildings and structures, including plans, elevations and specifications relating to external renovations, alterations or additions and redecorations of any building structure;
  - 18.2.2 compel members to comply with its requirements, and failing compliance therewith, to take steps to remedy such non-compliance at the cost of such member, which power shall include the imposition of penalties for non-compliance with the rules and stipulations contained herein or arising herefrom and/or the conditions contained in or arising from the Deeds of Sale whereby the erven had originally been sold by the Developers to the First members of the Association;

- 18.2.3 ensure that all members maintain their properties in a clean and tidy condition and proper state of repair and to implement and control security, vegetation, parking, signage and advertising within the Area, and without derogating from the generality of the foregoing provisions.
- 18.2.4 Flora
  - 18.2.4.1 Only locally indigenous trees and shrubs may be planted on this Development. Each member will be responsible for the maintenance and beatification of the members own property.
  - 18.2.4.2 Open fires will not be permitted within the development area unless in a demarcated braai area with the necessary facilities and adult supervision;
- 18.2.5 In order to maintain the original Architectural design parameters it is essential that only the Company, 2 AD Space Architects, Somerset West be used to design and supervise any new dwelling or extension thereto.

18.3 See Annexure A. for Architectural Guidelines.

**19. DENSITY CONTROLS**

19.1 No member of the Association shall allow that his unit situated within the area be occupied by more than one (1) family on a permanent basis.

19.2 For purposes of this constitution a family shall be limited to:

- 19.2.1 The Registered owner of an erf and/or his/her spouse; and  
The lawful children of a Registered owner and/or his children of his/her spouse; if any; and
- 19.2.2 A parent of the Registered owner and his/her spouse, if any;
- or**
- 19.2.3 A tenant of the Registered owner of an erf and such tenant's spouse; and
- 19.2.4 The lawful children of such tenant or the lawful children of such tenant's spouse, if any; and
- 19.2.5 A parent of such tenant and/or a parent of his/her spouse, if any.

**20. MANAGING AGENT AND OTHER PROFESSIONAL OFFICERS**

- 20.1 The Trustees shall, in addition to the powers contained herein, have the power from time to time, if deemed necessary, to appoint in terms of a written contract, a Managing Agent to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Managing Agent, including the power to collect levies, provided that a Managing Agent shall be appointed for a year at a time, and unless the Trustees notify the Managing Agent to the contrary, such appointment will be automatically renewed from year to year.
- 20.2 The Trustees shall ensure that there is included in the contract of appointment of a Managing Agent a provision to the effect that if the Managing Agent is in breach of any of the provisions of his contract or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the Trustees may, without notice, cancel such contract of employment and the Managing Agent shall have no claim whatsoever against the Trustees and/or the Association as a result of such cancellation.
- 20.3 Save as specifically provided otherwise in this Constitution, the Trustee Committee shall at all times have the rights to engage on behalf of the Association, the services of Accountants, Auditors, Attorneys, Advocates, Architects, Engineers, any other professional person or firm and/or any other employee/s whatsoever, for any reasons thought necessary by the Trustee Committee and on such terms as the Trustee Committee shall decide, subject to any of the provisions of this Constitution.

**21. ACCOUNTS**

- 21.1 The Association in general meeting or the Trustee Committee, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the members of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of members at all reasonable times during normal business hours.
- 21.2 At each Annual General Meeting the Trustee Committee shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the Association, or in the case of the first account, for the period since the incorporation of the Association, together with a proper balance sheet made up as at the last financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the Trustee Committee and the Auditors, and there shall be attached to the notice sent to members convening each Annual General Meeting, as set forth in 16 above, copies of such accounts, balance sheet and reports and of any other documents required by law to accompany the same.

**22. AUDIT**

22.1 Once at least in every year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors.

**23. DOMICILIUM AND NOTICES**

23.1 The domicilium citandi et executandi of each member at which all documents and all notices may be delivered, shall be the street address of the member's erf in the Development. Provided that such member shall be entitled from time to time to change the said domicilium but that any new domicilium selected shall be situate in the Republic of South Africa, and that the change shall only be effective on receipt of written notice thereof by the Association at its domicilium.

23.2 It shall be competent to give any notice to member by telefax or e-mail where he has advised the Trustees in writing of his telefax number or e-mail address.

23.3 A notice shall be deemed to have been properly served on the date, 7 (seven) days after posting to the member's domicilium address, or if faxed or e-mailed or delivered, on the day of faxing or e-mailing or delivery thereof to the member's elected telefax number or e-mail address or domicilium address respectively.

23.4 The Trustees shall from time to time determine the address constituting the *domicilium citandi et executandi* of the Association, subject to the following:

23.4.1 such address shall be the address of the Chairman or of a Trustee nominated by the Trustees or the address of any duly appointed Managing Agent;

23.4.2 the Trustees shall give notice to all members of any change of such address.

**24. INDEMNITY**

24.1 All Trustees and the Auditors shall be indemnified out of the funds of the Association against any liabilities bona fide incurred by them in their respective said capacities and in the case of a Trustee, in his capacity as Chairman, Vice-Chairman/Secretary, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the Court.

24.2 Every Trustee, every servant, agent and employee of the Association, and the Auditors shall be indemnified by the Association against (and it shall be the duty of the Trustee Committee out of the funds of the Association to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties, including in the case of a Trustee, his duties as Chairman or Vice-Chairman/Secretary.

Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties, provided that any such act, deed or letter has been done or written in good faith.

24.3 A Trustee shall not be liable for the acts, receipts, neglects or defaults of the Auditors or of any of the other Trustees, whether in their capacities as Trustees or as Chairman or Vice-Chairman/Secretary, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the trustee Committee for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or tortious act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of bona fides or breach of duty or breach of trust.

## **25. PRIVILEGE IN RESPECT OF DEFAMATION**

25.1 Every member of the association and every Trustee shall be deemed by virtue of his membership or, as the case may be, his holding office as a Trustee, to have waived as against every other member, the Trustee Committee, the Chairman or Vice-Chairman/Secretary, every other Trustee, the Auditors and everybody else engaged to perform any function or duty on behalf of or for the benefit of the Association, or the Trustee Committee, or any sub-committee, all claims and rights of action which such member or Trustee might otherwise have had in law arising as a result of any statement, report, complaint or notice of or concerning such member or Trustee, or any reference to such member or Trustee, made at any Trustee Committee meeting, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of this Constitution, being a statement, report, complaint, notice or reference defamatory to such member or Trustee, or otherwise injurious to the dignity, reputation, business or financial interest of such member or Trustee, whether such statement be true or false.

## **26. REGULATIONS**

- 26.1 Each member and all other lessees or occupiers of Erven shall comply with
- 26.1.1 the provisions of this Constitution;
  - 26.1.2 the Regulation referred to in Clause 25.2 and the Regulations made from time to time in terms of Clause 25.8 and 25.9.

## **27. ANIMALS, REPTILES & BIRDS**

- 27.1 The word PET in these Rules includes any animal, bird, or reptile.
- 27.2 Owners shall not permit any noisy or dangerous pets to be or remain in his property or on the common property without the prior written consent of the H.O.A.
- 27.3 Applications for approval to keep pets in excess paragraph 2.6 shall be made in writing and shall include full details and description of the pets.
- 27.4 The H.O.A. shall consider the merits of each application in accordance with the criteria set forth in the House Rules thereof and any approval to keep a pet shall be subject to such conditions as the H.O.A. may prescribe.
- 27.5 Approval shall only be granted in respect of specific and identifiable pets and shall not be renewable or transferable to any other pet. Neither shall any such approval granted in respect of a particular property be transferable to any other property.
- 27.6 No more than 1 (one) dog or cat shall be kept on any 1 (one) property.
- 27.7 Unattended pets shall be kept on the property and shall not be left unattended and uncontrolled in the garden and yard areas for longer than twelve daylight hours or four night-time hours.
- 27.8 Dogs and cats shall not be permitted to roam freely on the common areas. At all times when dogs are on the common areas they shall be on a leash not exceeding 2 metres in length and under the control of a responsible person. Such person shall be responsible to ensure that the dog does not soil or damage common property or private property or cause a nuisance or inconvenience to any person legally on the precincts of the Estate. Such responsible person shall be responsible to remove and dispose of in a sanitary fashion any excrement or other offensive material left by the dog under their control.
- 27.9 Uncontrolled barking, yelping or howling constitutes an unacceptable nuisance and owners are required to take suitable action to prevent such nuisance.

- 27.10 These Rules apply to all owners, occupants and residents of 77 on Dummer Residential Estate and to their guests, visitors and lessees, who are subject to all of the requirements and conditions mentioned herein.
- 27.11 The H.O.A. reserve the right to consider any particular circumstance not falling within the ambit of the aforementioned clauses and to institute such additional conditions as may be warranted or necessary in such circumstances.
- 27.12 In the event of any breach of these Rules or any additional special conditions the H.O.A. reserve the right to withdraw any approval granted or to withhold the granting of further approvals.
- 27.13 The H.O.A., at their discretion, may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from the estate, and the owner of the relevant pet shall be liable for the costs relating to the application.
- 27.14 In the event of any owner making inadequate arrangements for their pets' care and control, for longer than 24 (twenty-four) hours, the Exco may make alternative arrangements to remove the pet at the cost of the owner, albeit without the owners consent.
- 27.15 The local authority by-laws relating to pets shall apply to homeowners/residents and they will be enforced.
- 27.16 Pets found on the 77 on Dummer roads or common areas with or without identification tags will be apprehended by the Managing Agent and handed to the SPCA or a Veterinary Clinic in the area to be determined by the H.O.A. The owner will be responsible for the collection and payment of any costs incurred.
- 27.17 A penalty fine will be imposed by the H.O.A. should any pet be apprehended, and be found not controlled on a lead. First offence R100.00. Second offence R200.00 and R300.00 each time thereafter. H.O.A. reserves the right to amend penalties from time to time.

## **28. REGULATIONS**

- 28.1 Each member and all other lessees or occupiers of Erven shall comply with;
- 28.1.1 the provision of this Constitution;
- 28.1.2 the Regulations made from time to time in terms of Clause 28.6 and 28.7.

- 28.2 Quad Bikes will not be permitted to be driven in The 77 on Dummer. It may however be brought in on a trailer and then removed in the same manner.
- 28.3 Fire Works of any kind may never be discharged in or around The 77 On Dummer due to the high risk of fire to the dwellings.
- 28.4 No hooting at the access gate or within the Estate is permitted.
- 28.5 Fire Extinguishers – all resident members must have a SABS approved Fire Extinguisher inside or outside at an easily accessible point of their dwelling.
- 28.6 The members of the Association may from time to time in general meeting make regulations with regard to any aspect in respect of the Constitution.
- 28.7 The Trustee Committee may from time to time make regulations governing inter alia:
- 28.7.1 the members' rights of use, occupation and enjoyment of the Communal Areas;
  - 28.7.2 the external appearance of and the maintenance of the Communal Areas;
  - 28.7.3 the erection of any building and/or structures of any nature whatsoever, and the alteration, modification and renovation to such buildings and/or structures on the Area, (which regulations may be incorporated in the development design guidelines);
  - 28.7.4 the use by members, their households, their guests, clients and lessees of the Communal Areas, including the right to prohibit, restrict and control the Communal Areas as may from time to time be necessary.
- 28.8 Garden Lights: all lights must be "muted" or "soft". No lights are to be left on all night and should be used exclusively for entertainment and navigational purposes. No sensor lights are permitted.

**29. BREACH**

- 29.1 Should any member: -
- 29.1.1 fail to pay on due date the amount payable by such member in terms of this Constitution or any regulation made in terms of this Constitution and remain in default for more than 7 (seven) days after written demand; or

29.1.2 commit any other breach of any of the provisions of this Constitution or any regulations made there-under and fail to commence to remedy that breach within a period of 7 (seven) days after the receipt of written notice to that effect and complete the remedying of such breach within a reasonable time; then and in either event, the Trustees shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the Trustees or the Association or any other member may have in law, including the right to claim damages: -

29.1.3 to institute legal proceedings on behalf of the Association against such member for payment of such overdue amount or for performance of his obligations in terms of this Constitution or any regulation made thereunder, as the case may be; or

29.1.4 in the case of clause 26.1.2 to remedy such breach and immediately recover the total cost incurred by the Trustees or the Association in so doing from such member;

29.2 Should the Trustees institute any legal proceedings against any member pursuant to a breach by that member of this Constitution or any regulation made thereunder, then without prejudice to any rights which the Trustees or the Association or any other member may have in law, the Trustees shall be entitled to recover from such member all legal costs incurred by the Trustees or the Association, including attorney/client charges, tracing fees and collection commission.

29.3 Without prejudice to any of the rights the Trustees or the Association granted under this Constitution, should any member fail to pay any amount due by that member on due date, then such member shall pay interest thereon at the publicly quoted prime rate of interest charged by the Association's bankers from time to time calculated from due date for payment until the actual date of payment of such amount.

### **30. ARBITRATION**

30.1 Should any dispute, question or difference arise between members or between a member/s and the Association or the Trustees, out of or in regard to:

30.1.1 the interpretation of;

30.1.2 the effect of;

30.1.3 their respective rights or obligations under;

30.1.4 a breach of (save for non-payment of levies or any other amount due by a member or owner in terms of this Constitution), this Constitution or any of its ancillary documents, such dispute shall be decided by arbitration in the manner set out in this clause.

- 30.2 In respect of any claim arising from non-payment of levies or any other amount due by a member or owner to the Association in terms of this Constitution, the Association and Trustees shall continue to enjoy common law rights and shall not be required to proceed to arbitration and shall not be precluded from instituting proceedings in any court of competent jurisdiction.
- 30.3 The arbitration referred to in clause 27.1 shall:
- 30.3.1 be conducted in an informal summary manner on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures relating to pleadings or discovery or the strict rules of evidence; and
  - 30.3.2 commence as soon as reasonably possible after it is demanded and with a view to its being completed within 30 (thirty) days after it is demanded; and
  - 30.3.3 be held under the provisions of the Arbitration Act of the Republic of South Africa (as amended or replaced from time to time) except insofar as the provisions of this arbitration clause shall apply.
- 30.4 The arbitrator shall be a practising senior counsel or attorney of not less than five (5) years standing appointed by agreement between the parties to the arbitration within seven (7) days of being called upon to make such appointment and failing such agreement within the seven (7) day period, appointed by the President of the Cape Law Society.
- 30.5 The arbitrator shall in giving his award have regard to the principles contained in this Constitution, the Regulations, and he shall decide the matter as submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of Law need not be observed or be taken into account by him in arriving at his decision.
- 30.6 The arbitrator's decision shall be presented within ten (10) days after the completion of the arbitration hearing in a written document and he shall state the reasons for his decision therein. The arbitrator may determine that the cost of the arbitration be paid either by one or other or both of the disputing parties or by the Association as he in his sole discretion may deem fit.
- 30.7 Each of the parties to the arbitration irrevocably agrees that the decision of the arbitrator made at such arbitration proceedings:

- 30.7.1 shall be final and binding on each of them; and
  - 30.7.2 shall be carried into effect immediately; and
  - 30.7.3 may be made an order of the High Court.
- 30.8 Notwithstanding anything to the contrary contained in this clause, the Trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of this Constitution, including the Regulations, or for any order of an urgent nature.

### **31. AMENDMENTS TO CONSTITUTION**

- 31.1 The Constitution shall not be altered or amended in any way save by way of a resolution passed at an annual general meeting or special general meeting accepted by no less than 70% of all the members, present in person or by proxy, in favour thereof and in respect of any amendments to clause 18 of the Constitution, also the consent of the Municipality.

For the purposes of amending the Constitution, a resolution in writing signed by 70% of the members, in person or by proxy, shall be valid in all respects as if it had been duly passed at an annual general meeting or a special general meeting duly convened.

- 31.2 Design Standards and Guidelines is Annexure “A” to the Constitution and may be approved at any time, after amendments have been made, at a Special General Meeting or by postal vote with the approval of 70% of all owners.

### **32. SUBMISSION OF PLANS**

Members shall be obligated to submit all building plans for new construction, renovations, alterations or additions to the Building Committee as set out in Clause 7.4. hereof (who is bound by Annexure “A”) for examination and approval prior to the submission of such plan to the Local Authority for approval and the said committee shall make known its decision to the applicant within 10 working days of the plan being submitted to it. Members shall not be permitted to commence with any alteration to their buildings pertaining to any changes of the external finishes, materials and colour schemes or any other item included or referred to under Annexure “A” without the prior approval of the Building Committee.

### **33. IMPOSITION OF PENALTIES**

- 33.1 If the conduct of an owner or an occupier of a property or his or her visitors breaches, or disobeys or disregards a House Rules, the H.O.A. shall furnish the homeowner with a written notice which may in the discretion of the H.O.A. be delivered by hand or by registered post. In the notice the particular contravention of the rules, must be adequately described and the particular Rule and the penalty arising from the contravention stated,
- 33.2 If the owner or occupier persists in the contravention of the stated Rule, the H.O.A. may at its sole discretion impose a fine or other sanction contemplated by the House Rules.
- 33.3 A written notice of appeal stating details of the appellants case, against the decision of the H.O.A. may be lodged within 7 (SEVEN) days of the imposition of the fine or other sanction being advised.. A special meeting shall be convened by the H.O.A. at which the appellant shall be given the opportunity to present his or her case but except in so far as may be permitted by the chairperson, he or she may not participate in any voting at the meeting.
- 33.4 After the appellant has been given the opportunity to present his or her case, the H.O.A. shall advise the appellant of its final decision in the matter.
- 33.5 Any fine imposed in terms of the House Rules may if it is not paid within 14 days after the offender has been notified of the imposition of the fine, be added to the levy which an the owner is obliged to pay.

The H.O.A. may, at an annual general meeting, from time to time, determine the amount of the initial and subsequent penalties.

### **34. PROVISION FOR INCOME TAX PURPOSES**

- 34.1 The sole object of the association must be to manage the collective interest common to all its members, which includes expenditure applicable to the common property of such members and the collection of levies for which such members are liable.
- 34.2 The association is not permitted to distribute its funds to any person other than to a similar association of persons.
- 34.3 On dissolution the remaining assets must be distributed to a similar association of persons, which is also exempt from income tax in terms of section 10(1)(e)(iii) of the Act.
- 34.4 Any amendments to the constitution must be submitted to the Commissioner for the South African Revenue Services.

- 34.5 Funds available for investment may only be invested with a financial institution as defined in section 1 of the Financial Services Board Act, 1990 (Act No 97 of 1990), and in securities listed on a stock exchange as defined in section 1 of the Stock Exchange Control Act, 1985 (Act No 1 of 1985).

The association is not or was not knowingly a party to, or does not knowingly permit or has not knowingly permitted itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner for the South African Revenue Service.

- 34.6 Annual returns of income tax together with financial statements shall be submitted to the Tax Exemption Unit.

**35. BUILDING DEADLINE**

Penalty Levies will be charged on undeveloped plots only. Effective from 1<sup>st</sup> July 2011 to 28<sup>th</sup> February 2015, the Penalty Levy will be charged at one times the monthly levy applicable at the time.

Effective from 1<sup>st</sup> March 2015, the Penalty Levy will be charged at three times the monthly levy applicable at the time.

**21<sup>st</sup> September 2011**

**Amendment approved at Annual General Meeting**

**CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD**

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Andries Pretorius Street  
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**C T MELCK : TOWN PLANNING: HELDERBERG ADMINISTRATION 24 OCTOBER 2002**

**OUR REF/ONS VERW : ERF 7124SW**

**YOUR REF/U VERW :**

Messrs 2AD Space  
P O Box 5272  
**HELDERBERG**  
7135



**REGISTERED**

Sirs

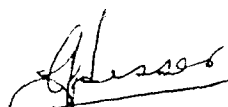
**AMENDED SITE DEVELOPMENT PLAN AND DEPARTURE FROM ZONING SCHEME: ERF 7124, DUMMER STREET, SOMERSET WEST**

With reference to your application in the above regard and your letter dated 15 October 2002, approval is hereby granted in terms of the Somerset West zoning scheme regulations and Section 15 of Ordinance 15 of 1985, for the amendment of the approved site development plan for the above development and the departure from the zoning scheme for the relaxation of the 4,5 m street building line on unregistered erven 14608, 14616 & 14628, Somerset West to 2 m for the erection of new dwellings on the said properties, as indicated on the attached site development plan no SDP0066I02.

This approval is subject to the following conditions :

1. that the following conditions imposed by the Director : Protection Services (Fire Department) be complied with:
  - (a) a distance of 4,5 m be maintained from the building to the boundary wall on each erf;
  - (b) that the requirements of SABS 0400 -1990 TT 35.4 be complied with;
  - (c) that the height of the entry point to the complex must accommodate the size and width of fire vehicles (height 3,5m & width 4,2 m). The road and turning points in the complex must comply with the minimum requirements as set out in the Council's Bylaws relating to Fire Protection of Buildings.
2. that the conditions as set out in my letter of approval dated 7 May 2001 be complied with.

Yours faithfully



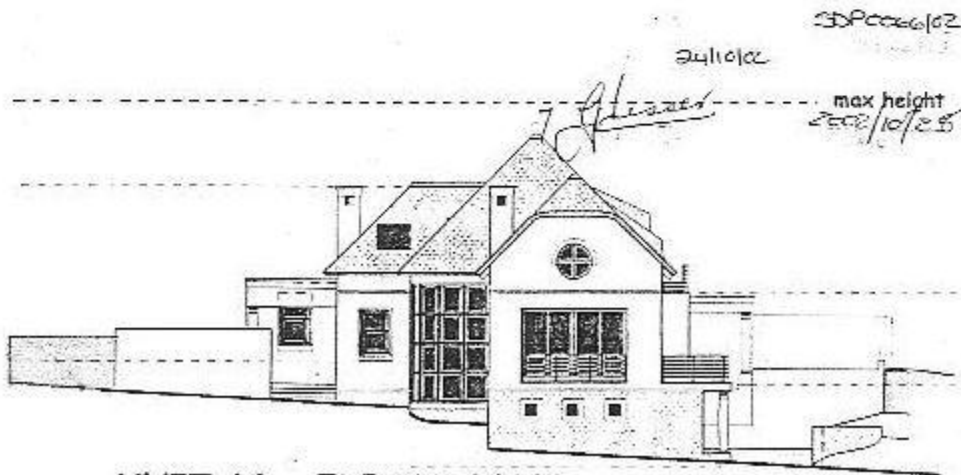
**G JVISSER**  
**CHIEF TOWN & REGIONAL PLANNER**  
**URBAN PLANNING, HOUSING & DEVELOPMENT**



UNIT 1 - ERF NO 14626



UNIT 10 - ERF NO 14616



UNIT 16 - ERF NO 14608

## **ARCHITECTURAL GUIDELINES THE 77 ON DUMMER ESTATE**

### **PREVIOUSLY ERF 7124 DUMMER STREET - SOMERSET WEST**

#### **PROPERTY DESCRIPTION**

The property consists of 18 single residential erven with private open spaces and private road. The development will be constructed with strict control over the architectural style as well as methods of construction to ensure a harmonious character that will realize the high level of investment envisaged by the owners of the property.

#### **RESPONSIBLE PARTIES FOR ARCHITECTURAL CONTROL**

This document confirms that the 'resident architects' for the development will be the Somerset West based 2AD Space Architects and they will be responsible for the design of all structures inclusive of the entrance gate and ancillary structures. In the unforeseen event of the termination of their appointment this document will remain the only document whereby any application will be considered and supersedes previous documentation. This document is also the summation of the conditions whereby the objectors waived their objection subsequent to the 'round table' discussions with Messrs. Diesel & Munns who prepared the application for subdivision.

#### **TOWN PLANNING CONDITIONS**

##### **1. Zoning Regulations**

###### **1.1 Coverage**

The maximum coverage and bulk of any building is to comply with the Somerset West Zoning Scheme / Density Policy.

The minimum size dwelling must be 250 square metres.

###### **1.2 Building Height**

The height of any building may not exceed double storey. This considering that a single storey building may be constructed with accommodation inside the roof of which the area may not exceed 75% of the total floor area of the same building. Buildings may further be constructed with non-habitable accommodation i.e. garaging and storage in basements, which result from the nature of the land. The maximum building height shall not exceed 8m (eights meters) measured from the highest buildable point of the property to the highest point of the roof.

### 1.3 Building Lines

Building lines in public street boundaries and adjacent to neighbouring properties are to be as per Somerset West Zoning Scheme.

Street boundaries within development shall be 4.5m shall be relaxed on special application to a minimum of 2 meters. The latter is subject to a minimum setback of 4 meters from the erf boundary for parking in front of garages.

Side and rear boundaries within development shall not exceed 2.5m.

*Buildings constructed of thatch are subject to SABS 0400 with reference to the 4.5m building line for combustible roofs on all boundaries (fire safety regulation).*

## **ARCHITECTURAL REQUIREMENTS**

### **2. General**

2.1 Staff accommodation and kitchens are required to open onto a screened yard or patio. Drying yards must be screened from neighbouring properties and street view.

2.2 Lean to roofs not concealed appropriately and temporary carports will not be allowed.

2.3 All plumbing shall be adequately screened and or concealed in brickwork.

### **3. Roof and Roof Finishes**

3.1 Pitched roofs may not be less than 25° or more than 45°.

3.2 Preferred:

Pitched roofs: Natural slate in Elephant Black; Fibre Cement slate; Clay tiles; Cement tiles; Natural thatch;

Flat concrete roof with parapets and stone pebbled finish.

3.3 Excluded:

Corrugated asbestos or fibre cement sheeting; Reflective steel roof sheeting (unpainted or painted). Victorian profile steel sheeting with pre-painted finish.

### **4. External Wall Finishes**

4.1 Smooth painted plaster; bagged and painted brickwork only.

### **5. Windows and Doors**

5.1 Timber; anodized or powder coated aluminium to resemble the darker impression of timber frames.

### **6. Street Boundary Walls**

6.1 Suitable walling on the street frontage within the development to be approved by the HOA. Materials may only be in smooth painted plaster or palisade type fencing to suit existing.

**7. Verandas, Balustrades, Balconies and Pergolas**

7.1 These items are to be designed in keeping with the main structure.

**8. Paving, Hard Landscaping**

8.1 Clay paving bricks to fit the existing in colour and shape

**9. Burglar Bars**

9.1 Internally mounted in a simple grid pattern, purpose made to suit the proportions of the windows in wood or black metal.

**10. Antennae, Satellite Dishes, Pipes, Cables**

10.1 To be positioned in an unobtrusive manner to the approval of the HOAC.

**11. Service Facilities**

11.1 Gas cylinders, refuse bins, compost piles and clotheslines, should be screened within service yards so as not to be visible from the street or neighbouring dwellings.

**12. Garages and Outbuildings**

12.1 Must be of a permanent nature with design and materials to match main building.

12.2 Excluded:  
Pre-cast concrete or steel systems.

**13. Paint colours**

External paint colours shall be limited to the existing colours and must be approved by the HOA. Balustrades externally may only be painted in black.

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# THE 77 ON DUMMER ESTATE

SOMERSET WEST

## REGULATIONS FOR BUILDING DESIGN AND THE PROCEDURE FOR OPERATIONS

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## **1. GENERAL**

- 1.1 The 77 On Dummer is an up market security residential development. Its streetscape, landscape and the homes that have been built have a high **ESTATE** standard of environmental quality and the Estate also has a specific architectural character. The 77 On Dummer Home Owners Association and its Building Committee are entrusted with preserving these and ensuring that a new development is undertaken along the same lines to the benefit of all residents, existing and future.
- 1.2 These Building Design and Operational Procedures are intended as a framework to regulate and guide development. Which, whilst encompassing individual expression and freedom in the design of new dwellings, has the definite objective of maintaining the harmony in style and character, the prevailing ethos of The 77 On Dummer, its identity and distinct sense of place.

### **NEW DWELLINGS MUST FIT IN WITH THE OVERALL AESTHETICS THAT HAVE BEEN DEVELOPED ON THE ESTATE.**

- 1.3 The 77 On Dummer Home Owners Association and its Building Committee requires that building plans submitted for approval will be of a high standard of design commensurate to that expected from a qualified Architect.
- 1.4 The Home Owners Association believes that new development in the Estate can be guided along a favourable course. More appropriately through, would be a consultative process between its Building Committee and Property Owners wishing to build new houses rather than by imposing too many controlling guidelines, design criteria or rigid rules that govern all aspects. The Building Committee will therefore take a pro-active and supportive role in the scrutiny and approval of building plans and in monitoring building operations and consider any situation on its own merits together with these **BUILDING DESIGN AND OPERATIONAL PROCEDURES**. Communication, consultation and co-operation at all stages are openly encouraged.
- 1.5 The 77 On Dummer Home Owners Association requires that construction on any new house on a specific Erf in the development must commence within 3 (THREE) years calculated from the date of the first transfer of that specific Erf into the name of the first Purchaser. However in the event of the first transfer of a specific erf taking place after 31 December 2006 then construction of the dwelling must commence not later than 31 December 2009 failing the Home Owners Association shall have the power to impose a penalty levy at 5 times the normal levy on the owner of the Erf. All houses must be fully completed within (1) one year after commencing construction.
- 1.6 Any matters or aspects concerning these *BUILDING DESIGN AND OPERATIONAL PROCEDURES* must be dealt with in consultation with the **BUILDING COMMITTEE**.

All enquiries to be addressed to: -

**THE CHAIRPERSON**

**THE BUILDING COMMITTEE**

**THE 77 ON DUMMER HOME OWNERS ASSOCIATION**

## **2. SUBMISSION OF PLANS TO THE BUILDING COMMITTEE**

2.1 All building plans require be submitting for scrutiny and approving by the Building Committee of The 77 On Dummer Home Owners Association.

The Building Committee shall consist of three people, comprising two members of the Home Owners Association and a qualified Architect. If there is no architect on the Building Committee, the services of an architect, on a consultancy basis, will be arranged.

2.2 The Building Committee shall commission an Architect to determine and charge a scrutiny fee for building plans submitted each time, irrespective of whether they are approved. This is payable on submission. If a house is required to be substantially re-designed, then the re-submission of building plans will entail a new scrutiny fee. Plus administration fee of Managing Agent.

• ***Tasks are as follows:***

- Scrutiny of first submission.
- Inspect position of boundary beacons, building lines, levels, trenches and floor levels in relation to roof height.
- Inspection of building and site on completion and acceptance thereof, in order to authorise the return of deposits.

### **THE BUILDING COMMITTEE MAY REVISE AND ADJUST THE SCRUTINY FEES YEARLY.**

**Note:** In the event of it becoming necessary, for any reason, that the Architect has to participate in additional meetings or site inspections, a basic fee per hour will be charged for the owners account.

2.3 The Building Committee shall not unreasonably withhold the approval of plans submitted to it provided the following: - (duration two weeks max.)

- Designs submitted must fit in with the overall character, context, quality of environment and aesthetics of The 77 On Dummer;
- Building plans submitted must fully illustrate the nature, quality and detail aspects of a design proposal to show how it will blend into the Estate;
- Designs must comply with the **TOWN PLANNING REQUIREMENTS** and the **DESIGN & BUILDING CONTROLS** as stipulated and outlined in all sections of these rules and regulations;
- Designs must comply with Municipal and National Building Regulations;
- That all documentation and agreements forming part of this document is duly completed and is signed by the relevant parties;
- The payment of all levies and fees is up to date;
- The Chairman of the Building Committee shall indicate approval of submitted plans by appending his signature to the said plans;
- Building plans approved by the Building Committee are valid for a period of 12 months. Re-submission is required if building operations do not commence within this time.

2.4 The Building Committee is empowered, at any time, to stop any building work that has not been approved until such time that it is approved.

- 2.5 All amendments made to approved plans are to be submitted to and approved by the Building Committee before commencing with construction of these amendments. See 2.4 above.
- 2.6 Once building plans have been approved by the Building Committee all copies of the drawings will be stamped “**APPROVED**” and signed by the Chairperson of the Home Owners Association. Submission of **three sets** of these plans, which includes the coloured-in set, to the City of Cape Town can then be undertaken by the Property Owner. The Building Committee will retain one set for reference purposes.

**The CITY OF CAPE TOWN Municipality will not review any building plans submitted to it that have not first been approved by the Building Committee of The 77 On Dummer Home Owners Association.**

On its approval, the Helderberg Municipality will retain one set of the Drawings, namely of that in colour, and return the other two sets to the Property Owner. The Building Committee is to be provided with a set of drawings to be retained permanently on file, and the Owner shall maintain the other set on site and to be available during the course of building operations.

**NO BUILDING WORK IS TO COMMENCE ON SITE BEFORE THESE PROCEDURES HAVE BEEN COMPLETED.**

### **3. BUILDING DEPOSIT**

*Prior* to the commencement of any building operations or work on site a deposit must be paid to HOA. The deposit will be placed in a Trust account, bearing interest. (Allow for a 35-day notice period for repayment of the deposit)

The repayment of the building deposit will be after the completion of the building operations or building work provided that:

1. Copies of approved as build drawings are on record at designated property administrator's offices.
2. Owner has notified designated property administrators that building operations are completed.
3. Municipal Completion Certificate has been submitted to designated property administrators.
4. Architect has done a Site Inspection and Report has been submitted to Building Committee via designated property administrators that the house has been finished off to a high standard, the storm water reticulation is in place, any roads, common areas or ground levels or fencing of adjoining properties disturbed or damaged during operations work are restored to their original condition.
5. All the requirements as per The 77 On Dummer Homeowners' Association have been fulfilled satisfactorily.
6. The landscaping has been done, and the site cleared to the satisfaction of the Building Committee.

**THE BUILDING COMMITTEE MAY REVISE AND ADJUST THE AMOUNT OF THE BUILDING DEPOSIT TO BE PAID YEARLY.**

# THE 77 ON DUMMER - BUILDING PLAN SUBMISSION -

**CLIENT INFORMATION:**

Erf No: \_\_\_\_\_

Owner's name: \_\_\_\_\_ Tel: \_\_\_\_\_

Contact person: \_\_\_\_\_ Tel: \_\_\_\_\_

**ARCHITECT INFORMATION:**

Name of Firm: \_\_\_\_\_ Tel: \_\_\_\_\_

Contact person: \_\_\_\_\_ Tel: \_\_\_\_\_

SACA Registration No. \_\_\_\_\_ Tel: \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT INFORMATION:**

Area of house (include garages, terraces):

**Checklist:**

- Site plan indicating Development Platform (setbacks) and position of Building Platform
- Site section indicating Building Envelope, existing contours, floor levels and heights
- Roof plan
- Floor plans
- Sections and Elevations
- Description of proposed external finishes (Roof, Walls, Doors & Windows)
- Landscape plan indicating areas of hard and soft landscaping; boundary walls and fences
- Scrutiny fee: R \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# THE 77 ON DUMMER

## - AUTHORIZATION BY BUILDING COMMITTEE FOR REFUNDING BUILDING DEPOSIT -

**Owner's name:** \_\_\_\_\_ **Erf no:** \_\_\_\_\_

The above Owner to ensure that the following conditions are met before the building deposit will be refunded:

Copies of approved as build drawings are on record at designated property administrator's offices.

Owner has notified designated property administrators that building operations are completed.

Municipal Completion Certificate has been submitted to designated property administrators.

Architect has done a Site Inspection and Report has been submitted to Building Committee via designated property administrators that the house has been finished off to a high standard, the storm water reticulation is in place, any roads, common areas or ground levels or fencing of adjoining properties disturbed or damaged during operations work are restored to their original condition.

All the requirements as per The 77 On Dummer Homeowners' Association have been fulfilled satisfactorily.

When the Landscaping has been done, and the site cleared to the satisfaction of the Building Committee the building deposit may be refunded.

\_\_\_\_\_  
**Building Committee Member**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Building Committee Member**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chairman Building Committee**

\_\_\_\_\_  
**Date**

# THE 77 ON DUMMER

## - BUILDING PROCEDURES -

**Date:** \_\_\_\_\_

**Erf no:** \_\_\_\_\_

**Name of owner:** \_\_\_\_\_

**Contact numbers:**

**Tel:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

**Builder information:**

Name: \_\_\_\_\_

NHBRC Registration no: \_\_\_\_\_

Name of Responsible Person on site: \_\_\_\_\_

Tel no: \_\_\_\_\_

Cell no: \_\_\_\_\_

Please complete and sign the "Contractors Obligation Agreement".

Submit your drawings to the Local Authorities for approval.

Attach a cheque for the amount of R \_\_\_\_\_ made out to "The 77 On Dummer Home Owners Association" for the refundable building deposit.

Your deposit will be interest bearing and will be released after the successful completion of your project, including the condition of the common property in the area of operation, to the satisfaction of the Home Owners Association. (Please refer to clause 3 of the Guidelines)

The owner must apply for the release of his deposit.

Accepted by Owner

\_\_\_\_\_  
**Signature**

**THE 77 ON DUMMER  
- CONTRACTOR'S OBLIGATION AGREEMENT -**

(To be completed and signed by both parties in respect of all work carried out on The 77 On Dummer)

**PARTIES**

The 77 On Dummer Home Owners Association (HOA) with:

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**The Contractor**

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**The Principle Agent (Where applicable)**

It is recorded that the Principal Agent above is the owner, accredited architect or anyone else commissioned by the owner for the duration of the building contract.

Signed: ..... (Contractor)

Witness: ..... Date: .....

Signed: ..... (HOA)

Witness: ..... Date: .....

# **THE 77 ON DUMMER**

## **- CONTRACTOR'S OBLIGATION AGREEMENT -**

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### **CONSTRUCTION SIGNS**

The Contractor must erect a construction sign that must be approved by HOA sign shall accommodate the street address, erf number, and owner's name.

No other signs of contractors, sub-contractors, suppliers, financing companies or any other party may be erected on the site.

### **EROSION CONTROL**

The Contractor shall install erosion control methods considered necessary immediately upon the building site being cleared. All erosion control measures must be undertaken in collaboration with the Resident Architect so as to ensure erosion is avoided. Sand bags and berms are to be placed where necessary to prevent erosion, particularly over weekends and holiday periods.

### **LITTER CONTROL**

The Contractor shall control litter and wind blown litter by the following methods:

Clearing the site of litter and building scraps particularly on Friday afternoons. The Estate Manager, or his deputy, may require the Contractor to clear the site at any stage if, in their opinion, the site is untidy.

Placement of litter bins on site, or a demarcated screened refuse collection area.

All litter and building refuse is to be removed from the Estate.

No burning of litter or rubbish is permitted on site.

Any litter spread outside the site is to be regularly picked up.

### **WORK HOURS**

Unless otherwise approved by the HOA constitution work shall be limited to the time between 07h00 and 18h00, Mondays to Fridays. No construction will be allowed on Saturdays, Sundays or Public holidays.

A person with a contact number is to be nominated by the Contractor for any emergencies, which may occur after hours.

### **BEHAVIOUR**

All construction workers are expected to behave in a workmanlike manner. Behaviour shall not disturb other residents or activities on the Estate. The Estate Manager, the Assistant Estate Manager, or the Security Manager, shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.

No workers may leave the building site at any time save in the exercise of their duties, and only then by vehicle and not on foot.

In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles i.e. no pedestrian traffic.

No worker employed by the Contractor shall be entitled to be on the site other than during the hours provided unless the prior written consent of the HOA is given.

Contractors are responsible for the conduct of all sub-contractors on site.

### **SUPERVISION**

A supervisor or foreman shall be appointed to control the site. No such supervisor/foreman will control more than two sites on the Estate at any one time. He is to be on site or immediately available during working hours, and will be deemed to be representing the contractor in that person's absence.

### **SECURITY, ACCESS TO THE ESTATE AND DAMAGE TO SERVICES/TREES**

The Contractor will ensure that all contractor and sub-contractor employees engaged in this contract are aware of and abide by the Security rules contained in Annexure "1" to these obligations.

The Contractor shall ensure that all vehicles use the roads with due care and, should any of the road edgings/verges, Telkom and electricity manholes, sewer connections, irrigation valves, metro water pipes, fire hydrants, any other services or trees on the property or verge be damaged by the said vehicles or persons under control of the Contractor, then the Contractor shall be responsible for repairing such damage at the Contractor's own cost. Precautionary measures should be taken at the outset to prevent any such damage.

Care shall be taken when transporting materials to the site that the Estate speed restriction of 20 km/h is adhered to.

Failure to take due care or to adhere to the speed restriction may result in a driver being fined or banned from access to the estate and the construction site.

### **PARKING**

Construction vehicles shall not be parked in any area other than on the building site or on the verge bordering the site. Vehicles shall be parked with due consideration for the users of the streets. Any damage caused by the parking of heavy vehicles will be repaired at the Contractor's expense.

### **STORING OF CONSTRUCTION MATERIAL**

All construction material shall be stacked neatly behind the shade cloth at the site.

### **TOILET FACILITIES**

The Contractors must provide adequate portable toilet facilities, either water-borne (flushing) connected to the main sewer, or chemical, plus rubbish bins for construction workers during the construction period. The location of such facilities must be placed so as to minimize offence to the owners of other units on the Estate. The toilets should be screened off within the site with forest green shade cloth.

## **FINAL CLEAN UP**

At the conclusion of the construction work, the Contractor shall restore all pavements, roadways, verges, ditches and drainage channels, to their original conditions, including fine grading and seeding, assure positive drainage with no standing water, clean the entire site of all construction debris and refuse, and remove all temporary fencing facilities, equipment and unused materials. Where necessary, verges are to be levelled to their original conditions, grass sods laid and any trees destroyed replaced, in liaison with the Estate Landscaping Consultant. The Estate Manager or Resident Architect will, on completion of the contract, as part of the approval of the as-built plans by the HOA carry out an inspection of the works inclusive of the verges and services.

## **INSURANCE**

The Contractor shall take out at its own expense public liability assurance for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies the HOA against payment of any such claims for damages.

## **EXTERIOR COATINGS**

The Contractor acknowledges the requirement to comply fully with the HOA Design and Development Guidelines in all respects, as well as with regard to exterior coatings and colours. Failure to comply with this requirement will result in the HOA insisting on the exterior coatings being re-applied at the Contractor's expense.

## **NEIGHBOURING ERVEN**

No encroachment onto neighbouring Erf will be permitted without the prior permission of the owners of such erven and the HOA

## **DEVIATION FROM APPROVED PLANS**

The Contractor shall not deviate from the approved plans without being in possession of amended plans approved by the HOA and the Somerset West Local Authority.

## **BREACH**

In the event of the Contractor being in breach of any obligations under this agreement, then the HOA shall be entitled to one or more of the following remedies:

Give written notification to the Contractor to remedy the breach within 24 hours.

Close the Contractor's access to the site until the breaches have been remedied.

Insist on rectification of the breach at the cost of the Contractor.

Issue a written warning.

Imposition of a fine as decided by the Disciplinary Committee.

## **GENERAL**

### Non-waiver

No indulgence, which any party may give to the other party in terms of this agreement, shall constitute a waiver by the former of any of its rights under this agreement.

## **VARIATION**

No agreement varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

# THE 77 ON DUMMER HOME OWNERS ASSOCIATION (DUHOA)

## - CONTRACTOR, SUB-CONTRACTOR AND SUPPLIERS RULES AND REGULATIONS -

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### INTRODUCTION

- All contractors working at the HOA must sign acceptance of these rules before any work commencing on site.
- Signature of this document does bind the company to all the HOA guidelines, rules and controls.
- The following protocols are to be strictly adhered to.
- The definition of a contractor includes: building contractors, installers of internal building fittings, landscapers and other companies associated with garden installations, suppliers and consultants to the building trade and architects; and their staff. This definition also includes the estate contracted landscaping service.

### GENERAL RULES

#### **Working hours:**

- Contractors are only permitted on the estate from Monday to Friday between 07h00 and 18h00.
- Work is not permitted on Saturdays, Sundays and over public holidays.
- All building work is suspended during the December shutdown period as decided annually by the HOA. The only exceptions to this are the Estate landscaping service and other landscapers as approved by the Estate manager.

#### **Access Points / Access:**

- Contractors are only permitted to enter the estate through the Main Gate/Contractors Gate. The driver of the vehicle must report to security.
- All delivery vehicles must use Main Gate/Contractors Gate. The driver of the delivery vehicle must report to security and show delivery note, which must indicate clearly the owners name and erf number.

- Overloaded trucks will not be allowed access.
- Access will be permitted to all based on the following procedure:
  - the contractor will for all his workers and sub contractors advise them to have a copy of their Identity Document available to hand to the gate guard;
  - the residential address and contact telephone numbers of the person wanting to enter is to be written on the copy of the identity document;
  - Failure by anyone to have the above information will be refused entrance to the estate – NO EXCEPTIONS.

**Other:**

- A contractor or any of his employees is not permitted to walk on the Estate.
- Changing and or washing in full view of public is not permitted.
- The speed limited on the estate is strictly 20 km/h.
- Any wastage on roads, curbs and in the storm water system will be cleaned by contractor at his expense as soon as possible.
- It is the contractor's responsibility to ensure that all loads are secure.
- The contractor is to ensure that at all times there is a supervisor on the building site.
- No contractor may allow any personnel to sleep on the Estate.
- Security arrangements for private sites must be approved, in writing, by the HOA.
- Parking of vehicles is not permitted on pavements, verges and/or in such a manner as to obstruct other vehicles and or pedestrians.
- Contractor staff is not allowed to congregate outside the main gate waiting for their employer or supervisor. All staff is to be picked up at an area away from the estate and brought by vehicle to the main gate. At the main gate they will alight, enter the estate and then be taken through to their site.
- Deliveries are not permitted before 08h00 and after 16h30. Deliveries required after these hours must be pre arranged with the HOA and the contractors is responsible to advise the guard at the gate, after approval has been obtained.
- Fines issued must be paid within 7 working days of issue, or access will be suspended.

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