



Silver Oaks Estate Conduct Rules

DEFINITIONS

AESTHETIC COMMITTEE means the committee appointed by the **TRUSTEES** to oversee the implementation of the **ARCHITECTURAL GUIDELINE** (the **GUIDE**).

AGREEMENT means this Agreement with the annexure hereto.

ARCHITECT means the person appointed by the **HOMEOWNER** as his architect and includes his partners, directors or associates.

ARCHITECTURAL PLANS means a set of plans prepared by the **ARCHITECT** for the construction the **HOMEOWNER'S IMPROVEMENTS** on the **ERF**.

ASSOCIATION means the Silver Oaks Estate Homeowners' Association

BUILDING CONTRACTOR / CONTRACTOR means a building contractor approved by the **DEVELOPER** or the **ASSOCIATION** in terms of the **CONSTITUTION** in terms of criteria determined by the **DEVELOPER** or the **ASSOCIATION** and employed by an Owner of an Erf for the construction of Improvements..

BUILDING PROJECT means the entire process of making **IMPROVEMENTS** on an **ERF** as well as all related activities taking place on the **ERF**.

BUILDING RULES AND REGULATIONS (hereafter **BRR**) means the agreement signed by the **HOMEOWNER**, the **BUILDING CONTRACTOR** and the **HOA** before the commencement of any **IMPROVEMENTS** on the **ERF** on behalf of the **HOMEOWNER**.

CHAIRMAN means the chairman of the Trustees.

COMMON PROPERTY (COMMON AREAS) means land registered in the name of the **HOA** and which does not form part of any **HOMEOWNERS' property**. **COMMON PROPERTY** also includes all internal services and infrastructure, the roads, pavements, gardens and street lights as well as water, sewerage and electricity systems.

CONSTITUTION shall mean the constitution of the **HOA**.

CONTROLLING ARCHITECT means an architect as nominated and appointed by the **HOA** from time to time for the purpose of ensuring that all **IMPROVEMENTS** are done according to the **GUIDELINES**.

CONTROLLING LANDSCAPING ARCHITECT means a landscaping architect as nominated and appointed by the **HOA** from time to time for the purpose of ensuring that all **IMPROVEMENTS** are done according to the **GUIDELINES**.

ELECTRONIC FUNDS TRANSFER (hereafter EFT) means direct electronic bank transfer into a designated account. Proof of such EFT must be e-mailed to the recipient as notification.

ERF means every Erf in the Development.

ESTATE means Silver Oaks Estate inclusive of the Dam area.

ESTATE RULES means the set of rules & regulations formally documented and as amended by the HOA from time to time that govern all conduct on the ESTATE.

ESTATE RULES TRANSGRESSION CHART (ERT) refers to the document that stipulates the list of transgressions and the relevant applicable penalties.

EXPERT means a person or company who has been duly appointed by the HOA to make a binding decision in matters that would otherwise be referred to arbitration.

FINES are issued in writing for transgression of ESTATE rules at the discretion of the MANAGER.

GUIDE means the Silver Oaks Estate Design Guidelines prepared for and applicable to the Development, and includes all/any amendments made thereto from time to time.
HOA means the Silver Oaks Estate Homeowners' Association or its duly appointed employees contractors or agents.

HOMEOWNER means the registered OWNER of an ERF/Sectional Title Unit.

HOUSE means the dwelling constructed on the ERF as the IMPROVEMENTS.
IMPROVEMENTS mean any structure of whatever nature constructed or erected or to be constructed or erected on an ERF.

LANDSCAPING CONTRACTOR means a person or company doing landscaping for a HOMEOWNER and who has been duly appointed subject to the rules and regulations of the ESTATE.

LOCAL AUTHORITY means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is Ethekweni Municipality.

MANAGER means the person appointed to that office by the HOA from time to time or his duly appointed subordinates in a particular area of responsibility.

MEMBER means every registered Owner of an Erf as well as every registered owner of a subdivision of an Erf. If a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligation in terms of the Constitution.

OWNER means the registered owner of an ERF.

RESIDENT means any person who is resident at the ESTATE and includes OWNERS and members of their families, their guests and tenants.

SECONDARY IMPROVEMENTS means all work done by a contractor on an existing house or structure. This includes landscaping work done around the house, additional work such as installation of air conditioning, built-in cupboards, DSTV, bathroom fittings etc.

SECURITY MANAGER means such person duly appointed to manage and oversee security on the ESTATE.

SECURITY means individuals employed by the HOA or a recognised Security Company duly appointed by the HOA to perform access control and other security functions on the ESTATE.

VEHICLE means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise.

WORKERS mean domestic workers, labourers and sub-contractors employed or appointed by HOMEOWNERS and/or residents and/or persons operating a business within the ESTATE from time to time.

INTERPRETATION

In this document, unless inconsistent with or otherwise indicated by the context: - --

- any reference to gender includes the other gender;
- any reference to natural persons includes legal persons and vice versa;
- any reference to the singular includes the plural and vice versa;
- words and phrases defined in the CONSTITUTION bear corresponding meanings herein;

The clause headings in these ESTATE RULES have been inserted for convenience only and shall not be taken into account in its interpretation;

If any period is referred to in these rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.

These ESTATE RULES shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

Should a discrepancy exist between the Estate Rules and the Constitution, the Constitution takes preference

INTRODUCTION

- 1.1 The promulgation and enforcement of these rules are authorised by the enabling provisions of the Constitution of the Silver Oaks Home Owner's Association based on Conditions of Establishment of Township imposed in terms of the Town Planning Ordinance No. 23 of 1949 (as amended).
- 1.2 It is the obligation of the Silver Oaks Home Owners Association (SOHOA) in terms of its Constitution to maintain its property and govern its members.
- 1.3 The provisions of these rules are binding on Owners, their household, guests, employees, tenants and any other occupiers. No selling, letting and/or or parting with occupation shall in any way release the Owner from any of his obligations to the Association.
- 1.4 It is the obligation of the Owner prior to selling, letting and/or parting with occupation, to arrange an interview with the Committee or its agent and to obtain a written undertaking from their purchaser, tenant or other occupier, in favour of the Association, that such persons will comply with these rules. Such undertaking shall be in writing and lodged at the office of the Association prior to such persons being given occupation of the unit.
- 1.5 Unless inconsistent with the context, words relating to one gender shall include the other gender, words relating to the singular shall include the plural and vice versa words relating to natural persons shall include associations of persons have corporate status by stature or common law.

2. MEMBERSHIP

- 2.1 Owners are by virtue of the ownership of their property in the Estate, members of the Home Owner's Association, and may not resign, transfer or cede their membership of the Association.
- 2.2 An Owner may not alienate or lease or give free occupation of his property except with the consent of the Association, which consent shall not be unreasonably withheld, provided that such consent shall be withheld unless it is a condition of the alienation, lease or other agreement that the new owner, lessee or occupier acknowledges his future membership of or obligation to the Association, has signed and agrees to be bound by the terms and conditions of these House Rules and any amendments thereto and has completed and signed an Ownership / Tenant Application form with payment of the costs therefore.

3. CONSTRUCTIONS, ALTERATIONS AND IMPROVEMENTS

3.1 Construction of Dwellings.

All houses / dwellings or improvements of any kind on the Estate are to be designed by Architects and built by contractors approved of by SOHOA.

3.2 Designs to comply with Guidelines.

The design and construction of all proposed new buildings, alterations, improvements or additions of any kind, fences, gardens and any material change, must be approved by the Association prior to any work being commenced. In addition, the required Local Authority approvals must be obtained for all new buildings, alterations, extensions or improvements. All buildings, fences and gardens shall strictly adhere to the comprehensive "Architectural Guidelines", "Town Planning Controls" and "Landscaping Guidelines" for the Estate.

On the approval of any extensions and/or alterations, the unit owner shall pay the following levies to the SOHOA:

- Improvements: R250
- Small extension / alteration: R250
- Medium extension / alteration: R500
- Large extension / alteration: R1000

In the case of a sectional title Unit, written prior approval from the Body Corporate in addition to the foregoing. The Committee may escalate these amounts at the end of every year.

3.3 Plan approvals

The procedure to be followed in respect of the submission and approval of the plans must follow the Architectural Guidelines and Local Authority regulations. No construction or installation may commence prior to full Association and Local Authority approvals.

3.4 Certificates of Completion

No dwelling may be occupied without first having been cleared by:

The Architect's Certificate confirming that the buildings have been erected in accordance with the approved plans and that the requirements of the specific guidelines have been met and the Local Authority's Occupation or Beneficial Occupation Certificate.

3.5 Plan Approval Process

All plans or alterations must be submitted to the Managing Agents

The managing Agents will record the receipt of these plans and pass them on to the HOA/ Aesthetics committee for viewing and approval

Should there be any comments or changes requested this will be done through the Managing Agents and the plan then sent back to the committee for review

The approved plan will be stamped by the Managing Agents and returned to the resident on approval.

Please allow at least a two week turn around for plan approval.

4. USE AND OCCUPATION OF A UNIT

("Unit" includes land, stand, dwelling or outbuildings)

4.1 Use of a Dwelling

Save for those commercial activities recorded by the Developer for the ESTATE at the time of the incorporation of the HOA, the MANAGER is entitled to regulate all commercial activities on or about the ESTATE. No application for any trading or similar licence may be made to conduct any commercial activity of any nature from any ERF without the prior written consent of the HOA;

No advertising board or signs, including business signage of any nature, may be displayed on or about the ESTATE without the HOA's approval;

No "For Sale" signs or any signage pertaining to the sale of ERVEN except that of the sales agency duly mandated by the DEVELOPER may be displayed on the ESTATE or on private ERVEN or affixed to any buildings;

No door to door canvassing and/or selling is permitted;

A Professional office for an owner as a sole practitioner may be permitted by the SOHOA subject to its terms of controlling the number of visits per day and strict security measures to control entrance and exit from the Estate.

4.2 Occupation

The maximum number of persons allowed to reside at any one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two to a maximum of ten for any dwelling over five bedrooms.

4.3 Drying of Washing

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a screened drying yard or other designated area. Items of washing must not be visible from the roads or any of the Units and where necessary must be screened from the direct views of all residents.

4.4 Storage of Harmful Substances

No harmful or inflammable substances, or substances which contravene the EIA, may be kept on the Estate (this rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes).

4.5 Attachments to Units

Nothing may be placed on or attached to a dwelling or any other structure, other than in accordance with prior written approval from the Association. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request (this rule applies to the air conditioning units, awnings, generators, water tanks and tents even when not directly attached to the building). Specifications for types and colours of approved awnings are mentioned below.

4.6 Fences

All fencing needs to adhere to the SOHOA material and aesthetic guidelines.

Swimming pools must be fenced off and netted within the guidelines laid down by the National Building Regulations. The Estate shall not be held responsible for any injury or loss of life occurring in or around such pools.

4.7 Garden / Tools Sheds / Boats / Trailers / Caravans

Free standing sheds for tools or gardening equipment are prohibited on properties and common property as are boats, trailers, caravans, canoes and other such items which must be parked in an enclosed garage.

4.8 Dolls / Play Houses

Free standing doll's houses, children's play houses or jungle gyms (play centres) in the gardens require written permission from the Association prior to installation and such items shall only be allowed provided they are in line with the style and amenities of the Estate, and will have no possible detrimental effects on neighbours. It is necessary that neighbours are consulted before any permission is applied for.

5. UPKEEP AND MAINTENANCE OF RESIDENCES

5.1 General House Maintenance.

The exterior of all dwellings together with fences, driveways and gardens must be properly and at all times maintained by the Owner in a clean, tidy, neat condition.

5.2 Standards of House Maintenance.

Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Estate, the Association shall give written notice to the Owner, or the Body Corporate, to carry out the necessary improvements within a specified time.

5.3 Failure to Comply.

Should the Owner or Body Corporate fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner or Body Corporate, which amount shall be deemed to be part of the levy due by the Owner or Body Corporate.

6. UPKEEP AND MAINTENANCE OF GARDENS

6.1 General Garden Maintenance and Improvements.

Gardens shall be kept, maintained and improved in a neat, tidy and aesthetically pleasing condition. Where in the opinion of the Association the condition of a garden is not up to the required standards of the Estate, the Association shall give written notice to the Owner or Body Corporate to carry out the necessary improvements within a specified time.

6.2 Failure to Comply.

Should the Owner or Body Corporate fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the cost thereof from the Owner or Body Corporate, which amount shall be deemed to be part of the levy due to and recovered by the Association.

6.3 Garden and Domestic Refuse.

Garden and domestic refuse generated privately by an Owner or Body Corporate must be placed in municipal plastic bags (to be supplied by the Owner or Body Corporate) and stacked in the designated areas of Body Corporates or for Owners on the pavement on the days of the week appointed for collection of refuse in the specific area of the Estate. Refuse may not be put out on any day other than the appointed day nor overnight nor over weekends. Garden maintenance services should be contracted to remove garden refuse as part of the contract. In the instance where bags are removed or refuse is cleared away by the SOHOA a levy will be claimed from the Owner responsible.

6.4 New Gardens.

The installation of first time / initial or new gardens shall comply with the procedures and guidelines as laid down by the Association. Owners of property on which residences have not yet been built are required to keep the property cleared and in clean condition. Where in the opinion of the Association the condition of a garden or undeveloped property is not up to the

required standards of the Estate, the Association shall give written notice to the Owner or Body Corporate to carry out the necessary improvements within a specified time.

6.5 Alien Plants and Trees.

All alien plants or trees are to be removed and any dead or dangerous trees felled by the Owner or Body Corporate.

7. THE RIGHT TO KEEP AND CONTROL PETS / ANIMALS

7.1 Silver Oaks freehold sites are permitted to have **two** pets, two small dogs, two cats or one small dog and one cat provided their site is fenced according to the SOHOA aesthetic guidelines. The Association reserves the right to withdraw such permission in the event of a dog's barking or whining becoming a nuisance or any of the following rules are not complied with. Cats may not wander and be a nuisance to other residents.

No dogs are allowed to be walked or wander loose on the Estate. Dogs must be on a lead at all times when outside of the Owner's property. It is the duty of the person walking the dog to pick up any excrement deposited on Silver Oaks common property. Failure to do so will incur a levy charge against the Owner for removal.

Cats are to be neutered and paperwork for same is to be supplied to the SOHOA.

If any pet / animal without provocation or contra naturam causes any damage to property or bodily harm to any other pet /animal or person on common property, the owner of that pet / animal shall be responsible.

All dogs/cats shall be inoculated against rabies before entering the Estate and every year thereafter a fresh or new Veterinary Certificate must be delivered to the SOHOA each year failing which the dog/cat is to be removed from the Estate at the Owner's expense.

Sectional title homes are governed by their Body Corporate Rules which are subject to these rules.

8. SECURITY

All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate.

8.1 Access Remotes / Vehicle Identification

Access remotes are issued to an individual only. Only property Owners and tenants are entitled to access remotes. An access remote may not be used by anyone other than the person to whom it is issued. Access remotes may not be handed over the family, friends or others with the intention of allowing them free entry to the Estate. Only one remote may be issued per person.

Each Owner or tenant is responsible for the safe keeping and proper use of his / her individual access remote and shall not permit the use thereof by other persons.

Access by access remote to the Estate is limited to residents. Additional access remotes for non-resident family members of Owners are subject to individual application and to approval by the SOHOA.

As stated, the remotes are a method of identifying an individual and their authority to freely enter and exit the Estate. In the event of the theft of a remote, the theft shall be reported to the SOHOA immediately so that the remote can be de-activated.

Residents who are not in possession of their remote are required to use the visitor's gate.

8.2 Access

The only access allowed, other than Owners and tenants, will be for domestic employees. These employees will be required to produce identification showing that they are authorised to work on the Estate. Domestic employees will be required to proceed through the pedestrian entrance and at all times have their identification pinned to their upper garment while on common property.

Access and egress to and from the Estate is controlled. No person may enter the Estate without having prior authorisation and having been cleared by Security. Security is allowed to detain any person on exit to determine his / her identity prior to allowing them to leave.

Agents require written approval by the Chairman to enter the Estate and shall abide by any conditions laid down for their customers to view properties.

8.3 Visitor Procedures

All visitors must be confirmed and identified with Security prior to their arrival at the Estate. If this is not possible, Security will only allow visitors' entry after confirmation has been made with the resident. All visitors will be required to sign and complete a "Visitor Register" and may be issued with a visitor's card. On exit, the card must be returned to allow exit.

8.4 Contractor procedures

Contractors are defined as any person / company appointed to construct buildings, alterations to residences or property and installations of any kind related to property and equipment. This procedure also applies to temporary labour employed to do "odd jobs", plumbers or electricians called out for an emergency, or any other person/s who will do work of any kind on the Estate. All contractors must be registered through the

SOHOA security control room before entry is allowed. All contractors who will work on the Estate for a period of more than 2 days must obtain discs to allow them and their employee's access to the Estate. A temporary work permit must be obtained for anyone whose work is expected to last longer than 1 day. Each person entering on a temporary permit must be in possession of a valid identity document, which will be handed to security at the gate on entry to the Estate and handed back on leaving.

No contractor is allowed to walk on the Estate. Each person must be transported onto and off the Estate. Each person must be transported onto and off the Estate by vehicle. Once on site, neither the contractor nor his labour may walk off the site under any circumstances. Any contravention of these rules will result in the contractor being removed from the site and refused further entry.

8.5 Gatehouses

Gatehouses are strictly out of bounds except to security personnel and other authorised persons and no person is permitted to give them instructions or reprimand them. All complaints are to be directed to the Chairman of the Committee or Estate Manager.

9. USE OF ROADS

9.1 Drivers shall not exceed 20 kph.

9.2 No children shall be allowed to play, ride or skate on the roads unless supervised by an adult. Children walking on the roads must be accompanied by an adult.

9.3 Operating Restrictions for Vehicles.

No person shall drive any vehicle upon any place within the Estate unless he /she is the holder of a valid drivers licence and such vehicle has the required C.O.R.
Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs is prohibited.

Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.

9.4 Parking

Parking on sidewalks and open grassed areas or in front of driveways to residences is prohibited and parking may only be done in areas so designated for that purpose.

The Association may cause to be removed or towed away, at the risk and expense of the owner or driver, any vehicle parked, standing or abandoned on the common property.

10. DAM

10.1 The dam area is for the use of members / Tenants and their visitors only. No children under the age of 12 are permitted at the dam area unless under adult supervision. The Estate will not be held responsible for any injury or loss of life.

Fishing is permitted under the jurisdiction of the Association, using light dam or river rods. The use of large rods or any form of net is prohibited. Fishing is only allowed on a catch and release basis.

Swimming, boating or camping is not permitted at the dam under any circumstances.

Picnicking is permitted at the dam area under the jurisdiction of the Association. Members / Tenants and their visitors are required to ensure that the area is left in the same condition as prior to their arrival. No loud noise or music is allowed in the area.

11. GENERAL

11.1 General Conduct

Respect, politeness and consideration by all members and residents for all other members and users of the Estate should be exercised at all times.

Disturbance, inconvenience or annoyance caused to anyone or interference with any members or residents is strictly prohibited no matter what time of day or night.

11.2 Responsibility for Loss or Damage

The Association shall not be held responsible for any loss or damage suffered by an Owner caused by the Association or by the employee or agent of the Association from any cause whatsoever and it shall be the responsibility of all persons to effect their own insurance to cover the contents of his / her property.

11.3 Slaughtering / Flags

No animal, bird or reptile may be slaughtered and no ceremonial or religious flags may be displayed within the boundaries of the Estate.

11.4 Curing of Meat

No meat, skin, fish or carcass may be hung up to dry or cure within the Estate.

11.5 Firearms / Weapons

Discharging of any firearm, air-gun or other weapon is strictly prohibited, save in self-defence.

11.6 Signs

No Owners or occupiers of a section, used for residential purposes, shall place any sign, notice, billboards, flags, religious or political icon / slogan or advertisement of any kind whatsoever on any part of the common property or exclusive use section. This rule shall not apply to security company signs on individual premises.

All estate agents' Boards must be sanctioned by the Association before being displayed in the Estate. These Boards are to be removed immediately after a sale has been concluded or by direction of the Chairman for any reason whatsoever.

11.7 Satellite Dishes

Terrestrial and satellite TV are both the prerogative and responsibility of the Owners. Positioning of dishes and aerials is subject to permission being obtained from the Association prior to installation, and provided they are erected in accordance with the architectural guidelines.

11.8 Air Conditioning Units

No air conditioning unit may be installed without the prior consent of the Association and must be flush units to maintain the aesthetics of the buildings. The Owners are responsible for keeping the units in good working order and appearance. Air conditioning units must be hidden from view to ensure the aesthetics of the Estate are not compromised.

11.9 Shade Cloth

The use of any kind of shade cloth, if visible to the public, is prohibited, other than on building sites.

11.10 Plumbing and Electrical Work on common areas

Only a person qualified to do so, shall effect repairs and alterations to electrical wiring and plumbing and such work shall comply with the standards and laws of the Local Authority and statutory regulations.

11.11 Adverts / Publicity Material

No private, religious, political or commercial advertising notices or brochures are permitted to be distributed around the Estate. This does not include letters or notices to owners from the Association.

11.12 Hooting and Alarms

The use of car hooters within the Estate is prohibited except where necessary in driving the vehicle and vehicle or house alarms are not allowed to continue for more than 15 seconds and not more than two rounds.

11.13 Auctions / Jumble Sales / Garage Sales

Any form of public auction or sale on any property within the Estate is prohibited (other than with the prior written permission from the Estate Manager).

11.14 Use of and Conduct in open spaces

The lighting of fires in any open space on the Estate is prohibited unless for the express purpose of braaing at an authorised function, or at an ordinary residential activity, and provided the braai is in a proper receptacle / burner specifically built for that purpose at a community or picnic site.

Disturbing, collecting or destroying of plant material is prohibited except by authorisation from the Estate Manager.

Disturbing, harming or destroying any wild animal or bird is prohibited.

The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment therefore by other persons, or in such a way as to cause a nuisance which may detrimentally affect the amenity of such space, is prohibited.

Littering or discarding or any item whatsoever on the Estate is prohibited except in receptacles specifically provided.

The pollution of any rock pool, dam, pond or stream is prohibited.

No builder's rubble is to be placed or left in any area other than such area as designated for the purpose of said rubble.

11.15 Domestic Employees

For the purpose of these rules, Domestic Employees shall be defined as "any assistant" paid by the Owner to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, gardening and like chores.

All domestic workers must be approved and registered by SOHOA. They must be registered by their employer as and when they are employed. The registration will last for one year or until revoked by the resident, whichever comes first, whereupon it has to be renewed. Non-resident domestic employee access will only be validated for the specific days they are working for the resident. Each resident must register his or her domestic employees regardless of whether they are employed by more than one resident and have already been registered.

Casual workers shall be treated in the same manner as building contractor staff and shall be escorted by the Owner and recorded in and out at the gates each day. Owners shall be responsible to ensure that their employees / workers comply with all security requirements as well as the rules of the Estate.

Only one domestic employee per household may be accommodated on the Estate. If accommodated on the Estate, domestic employees are to be housed in the residence of the employer. Separate domestic quarters are not permitted on the Estate. If a domestic employee is resident within a household, Security has to be advised at the time of registration.

If not accommodated on the Estate, domestic employees are allowed to be on the Estate between the hours of 06h00 and 18h00 daily. Any extensions to these hours are to be applied for through the Estate Manager. All domestic employees, whilst on duty on the Estate, are obliged to wear their identity card issued to them by Security.

Domestic employees are not allowed to bring or to receive visitors on the Estate.

During their off duty periods, domestic employees are not to wander around, or enter other houses on the Estate.

11.16 Resident Employees and Staff

All employees of residents, not classified as domestic employees, must be registered with Security. Entry will be validated only for recognised normal business hours unless authorised

differently by SOHOA. No employee is permitted to remain on the Estate overnight unless prior authority has been obtained from SOHOA.

11.17 Transport

Domestic employees must utilise their employer's transport to and from their place of employment and they are not permitted to wander around the Estate. If no such transport is available, they are required to use and remain on the road until they exit the Estate.

11.18 Temporary Domestic Workers

A temporary permit must be obtained through security for domestic employees working no more than 5 days. The domestic employee must hand in a valid identity document every day on entry to the Estate.

11.19 Fireworks

The lighting or letting off of fireworks or crackers or rockets within the Estate is strictly prohibited at all times.

11.20 Parties and Functions

Living in a confined and secured Estate, ordinary dinner parties and other domestic social gatherings are permitted but the holding of large celebratory functions within the Estate is not permitted for reasons of noise, security control and over parking. It is advisable to make use of the many desirable hotels in the area to cater for larger social functions.

11.21 General Aesthetics and Standards

Veranda / garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols or whatever which, in the opinion of the Committee are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.

11.22 Residential Guests

Favourable concessions for temporary Estate access, for residential guests, members / Owners, are available on application through the Association's office. See section on Security.

11.23 Noise / Nuisance / Disturbances

At no time of day shall any person cause any noise, disturbance or be a nuisance to his/her neighbours except in so far as mowers, drilling or other electrical equipment used for gardening or maintenance is concerned and then only between 07h00 and 17h00 during weekdays and from 07h00 to 14h00 on Saturdays. No such noise or any other noise on Sundays.

12. LEVY PAYMENTS

12.1 Levies shall be paid in full and in advance by the 1st day of each and every month.

12.2 Owners in arrears shall pay interest and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

12.3 Interest on arrear levies will be charged at 2% (two percent) per month compounded. A collection fee of 10% shall be paid in respect of each demand made verbally or in writing for payment of arrears.

- 12.4 All legal costs for demands for payment and action taken for the recovery of arrears shall be paid by the Owner to the attorney instructed in the action (any interest on, or collection fees for overdue levies, shall be considered to be part of the levy and treated as such).

In exceptional circumstances, where an owner may have a singular problem regarding payment of dues, he may approach the Association in writing through the Managing Agents, with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting from there shall be entirely at the discretion of the Association.

- 12.5 Levy amounts may not be reduced to offset against real, perceived, partial or non-provision of services or for any other reason previously discussed with and sanctioned by the Association.

- 12.6 Owners who are "away" at month end must make arrangements to ensure that the levies are paid by the due date (being "on holiday", "away overseas" or "away on business" and like excuses are not acceptable reasons for late payment of levies).

Owners are encouraged to effect payment by way of debit orders which can be signed for at the offices of the Association or the Association's accounting agent, and which are controlled by the Association and submitted to the bank by the Associations' managing agent.

13. MEMBERSHIP CERTIFICATE AND PERMIT PROCEDURE

In terms of the provisions of the Town Planning Ordinance No. 27 of 1949 the Conditions of Establishment of the Silver Oaks Estate stipulates for the creation of a Home Owners Association to regulate the issue of Membership Certificates and Tenant or Occupier permits.

- 13.1 All prospective purchasers, tenants or occupiers of the Estate shall be required to attend an interview to make written application or furnish the required details for the issue of a Membership Certificate or Occupation Permit whichever is applicable prior to their residing on the Estate and prior to any furniture being conveyed to the Estate.

- 13.2 The tariff cost of the interview, the issue of the Membership Certificate or Occupation Permit and any other documentation shall be for the account of the interviewee payable in advance to the Association's delegate or Agent appointed for the interview.

- 13.3 In terms of Clause 8 read with Clause 12 of the Constitution all Sale Agreements and Leases shall contain a Clause that the Purchaser shall become a member of the Association and, in the case of a tenant, which he will abide by the Constitution and Rules of the Association.

- 13.4 The documentation to be read, agreed to, delivered and/or signed at the interview will be, inter alia:

- (a) The Constitution of the Silver Oaks Home Owners Association.
- (b) The Rules of the Silver Oaks Home Owners Association.
- (c) Indemnity by Owner / Tenant / Occupier in favour of the Association.
- (d) Undertaking to pay pro rata levy for Unit or service levies.
- (e) Certified copies of ID documents of Owner and any domestic.
- (f) Full details of transferring Conveyancer or Agent for lease.
- (g) Utility Bill(s) for FICA requirements.
- (h) Written acceptance of *domicilium citandi et executandi* at Unit.

14. WATER

The HOA shall not be liable for damages, expenses or costs caused to RESIDENTS for any interruption in supply. Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the ERF installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.

15. WARNINGS AND PENALTIES

Warnings and Penalties are issued according to the Estate Rules Transgression Chart (ERT). They are to be paid into the HOA account within 30 days from date of being issued. If an OWNER feels the FINE is unwarranted they may appeal in writing to the COMMITTEE but the FINE must be paid in the meantime.

The HOA shall investigate (in such manner as it deems fit) written complaints received from RESIDENTS relating to the behaviour and/or conduct of other RESIDENTS and persons on or about the ESTATE and shall take such steps with regard thereto as it may deem fit. The HOA shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received. If any person contravenes or fails to comply with any of the provisions of these ESTATE RULES or any conditions imposed by or directives given by the HOA in terms of these ESTATE RULES, the MANAGER or SECURITY MANAGER shall be entitled (without limiting any other rights afforded to them in terms of these ESTATE RULES) to impose a FINE as may be approved by the HOA from time to time on the person concerned.

If the person concerned is a family member, guest, tenant or other invitee of a MEMBER, that MEMBER will be liable for payment of such FINE. Any FINE imposed on a MEMBER and/or his family members, tenant, guest or other invitee shall be deemed to be a debt due and payable by the MEMBER concerned to the HOA forthwith on demand.

16. FAILURE TO COMPLY WITH RULES

- 16.1 Failure by an Owner, lessee or other person to comply with any provisions of the Rules or the terms of the Constitution, will result in the Association having to take action to force compliance or remedy the failure at an additional cost to its normal governance and administration costs which will be levied against the offender.
- 16.2 All legal costs which are charged by Attorneys acting for the Association to enforce compliance and/or remedy the failure shall be paid by the offender.
- 16.3 No notice of legal action by the Association against any person may be given to an offender after notice, verbally or in writing, has been given to the offender to comply with any rule or rectify any breach.

DATED and SIGNED at ASSAGAY this day of 2016.

CHAIRMAN of the Committee
SILVER OAKS HOME
OWNERS ASSOCIATION