



General Rules & Regulations

of Six Fountains Residential Estate

24 June 2024

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A. DEFINITIONS

A1. General

In this document and the annexures hereto:

- A1.1. Clause headings have been inserted for convenience only and shall not be considered in interpreting the rules.
- A1.2. Words and expressions defined in any clause of the rules, for the purpose of the clause in question, shall bear the meaning assigned to such words and expressions in that clause.
- A1.3. Unless the context indicates a contrary intention, an expression which denotes:
 - A1.3.1. Any gender includes the other genders.
 - A1.3.2. A natural person includes a juristic person and vice versa.
 - A1.3.3. The singular includes the plural and vice versa.

A2. The following expressions shall bear the following respective meanings assigned to them, and cognate expressions shall be construed accordingly:

- The Estate:** shall mean the township of SIX FOUNTAINS as proclaimed in terms of The Town Planning and Townships Ordinance 15 of 1986 under Notice 605 in Provincial Gazette of 8 April 2003 and consist of erven and streets as indicated on General Plan SG number 8166/2002.
- The Homeowners Association (HOA):** shall mean the SIX FOUNTAINS HOMEOWNERS ASSOCIATION NPC, Registration number 2002/027184/08, a Company duly registered in accordance with the laws applicable.
- The Board of Directors (BOD):** shall mean the directors from time to time of SIX FOUNTAINS HOMEOWNERS ASSOCIATION NPC, Registration number 2002/027184/08, duly appointed in terms of the Memorandum of Incorporation and Articles of Association of the said company.
- The Estate Manager:** shall mean the manager of the Estate appointed by the Board of Directors.
- The HOA Management** Shall mean any person or body appointed by the Board of Directors to undertake certain administrative and management functions of the Homeowners Association.

B. THE OBJECTIVE, LEGAL STATUS, ENFORCEMENT AND PROCEDURES

The prime objective of these Rules and Regulations is to preserve and enhance the security, aesthetics, environment, and harmony of the community. General consideration of all residents by and for each other will greatly assist in assuring harmonious relations in the Estate.

The Rules have been established in accordance with the Memorandum of Incorporation and Articles of Association of the Six Fountains Homeowners Association (hereinafter referred to as HOA, a company incorporated in terms of Article 21 of the Companies Act 61 of 1973). These rules are subject to change from time to time at the discretion of the Board of Directors. The amended Rule or repeal thereof, will be binding on an interim basis from the time it takes effect until it is approved during the next AGM of the Company.

The registered owners of properties in Six Fountains are responsible for ensuring that members of their families, their tenants, visitors, friends, service providers and employees abide by these rules.

Living in the Estate means being part of a community which shares a secure, high-quality lifestyle. Conduct rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably, and harmoniously, without interfering with others enjoyment, to the benefit of all.

Genuine respect and consideration by all residents for each other will assure agreeable accord and a contented association in the Estate (see Harmonious Community, Pg. 14).

In the event of differences, complaints or annoyances, the parties involved should attempt as far as possible to settle the matter between themselves (exercising respect, tolerance, and consideration), before approaching the Homeowners' Association to assist (to be more fully explained later).

The Board of Directors (hereinafter referred to as the BOD) is given the task of setting out rules for the management, control, administration, use and enjoyment of the Estate. The BOD has the power to substitute, add to, amend, or repeal any rule. The amended Rule or repeal thereof, will be binding on an interim basis from the time it takes effect until it is approved during the next AGM of the Company.

The HOA Management under the guidance of the BOD has the right to impose financial penalties to be paid by those members who fail to comply with the rules. Penalties, where imposed, shall be deemed to be part of the levy account due by the Owner. Further, the BOD may enforce the provisions of any rule by application to the courts.

C. GENERAL

C1. The Homeowners Association

The Homeowners' Association is an association of all owners to which is assigned the job of managing and running the Estate to the benefit of all. It is YOUR association. It is a legally registered association not having a share capital i.e. it is a Section 21 company not for gain – it, therefore, does “not pay dividends nor a distribution to its members”.

The HOA and its operation are legally bound by its registered Memorandum of Incorporation (its “constitution”) which lays down all definitions, procedures, and regulations. The full Memorandum of Incorporation is available for viewing at the management offices and is available on the website at www.sixfountainshoa.co.za.

C2. Membership

With the purchase of a subdivided portion of the Development comes obligatory membership of the Association, which in turn confers one voting right per property bought. Multiple ownerships (joint ownerships, trusts, close corporations, companies, etc.) are required to nominate one party only as “the member” by the prescribed Power of Authority form. Owners cannot resign their membership.

The onus remains on the Member to furnish the HOA of Six Fountains with any change of particulars in terms of postal, physical, telephonic or email.

The HOA will accept the email address provided to serve as the primary means of correspondence.

C3. Services/Facilities

General

General Utility services are provided by the local Municipal authority. Outages do occur and such temporary inconveniences do not empower members to reduce required payments to the local authority nor to reduce levies to the Association.

Municipal Services

Queries, outages, and service disruptions should be reported directly to the Municipality.

Fibre Network

Queries, outages, and service disruptions should be reported directly to the service provider.

C4. Disclaimer of Responsibility

No party and/or resident shall have any claim of whatsoever nature for damages against the HOA / BOD / HOA Management because of a decision taken by the HOA / BOD / HOA Management regarding the interpretation of these rules.

The BOD nor the HOA Management of Six Fountains is not responsible for the safety neither of owners or their tenants, visitors, domestic or garden servants of owners or tenants responsible nor for the property or belongings of owners or their tenants, visitors, domestic or garden servants of owners, tenants, contractors or their staff.

The BOD, HOA, and HOA Management shall not be liable for any injury to any person, damage to or loss of any property to whomsoever it may belong, occurring or suffered, in the Estate regardless of the cause thereof nor shall the BOD, HOA, or HOA Management be responsible for any theft of property occurring in the Estate. Members shall not have any claim or right of action against the BOD, HOA, or HOA Management for damages, loss or otherwise, and will not be entitled to withhold or defer payment of any amount due by them. Members indemnify the BOD, HOA, and HOA Management, against all claims in line with the above.

C5. Payment of Levies

- C5.1. Owners must pay levies in full and in advance by the first day of every month.
- C5.2. The BOD has the right to penalise transgressors where any of the rules as stipulated by the HOA from time to time have been broken or infringed upon. Such penalties will form part of the levy and shall become due and payable on the due date of the payment of the levy. See General Section C Subsection C.7 regarding penalties.
- C5.3. Upon an account being handed over to the attorneys for collection, the biometric access of the owner or the tenant of the owner residing in the property will be suspended. Note that the owner or the tenant will not be refused access to the Estate but will have to follow the prescribed visitor's procedure.

C6. Debt Collection Policy

C6.1. Policy

Levies in arrears / debt refers to any amount howsoever rising, owed by a Member to the Homeowners Association including but not limited to amounts owed in respect of levies (of whatsoever nature) and/or penalties and/or interest and/or legal costs. (Art. 2.2.16 of Memorandum of Incorporation.)

- C6.1.1. In the event of levies in arrears, the owner shall be liable for interest to the Homeowners Association at an interest rate of two percent monthly compounded, calculated from the due date until date of final payment, both days inclusive, on all levies, administration, legal cost, and other payments in arrears.
- C6.1.2. The Board of Directors, in consultation with the Managing Agent, may from time to time adjust this rate. Any adjustment to the interest rate should be communicated in writing to the owners, either by means of an approved copy of the minutes of the meeting where such resolution was adopted or by letter signed by the Chairperson co-signed by another Director.
- C6.1.3. The Managing Agent is further instructed to take legal action against any owner whose account is in arrears.
- C6.1.4. These owners will be responsible for the payment of all collection costs, calculated at ten per cent (10%) collection commission, and legal costs on an attorney-own-client scale, emanating from the actions to collect outstanding monies.
- C6.1.5. Any defaulting payers must sign a debit order for the payment of their levies should the account remain in arrears for two (2) consecutive months.

C6.1.6. Any amounts due or owing from legal costs, collection commission and penalties will be added to the levy statement and shall form part of the outstanding levies.

C6.1.7. The Directors / Trustees of legal entities (Companies, CC's, Trusts, etc.) in default, must sign a surety for the payment of the entity's levies should the account remain in arrears for two consecutive months.

C6.2. Summary of Debt Collection Process

Payment of levies is mandatory. All levies, including special levies or any money owed to the Homeowners Association, are payable in advance on the first day of every month.

Failure on the part of any owner to ensure payment on time of levies or any other amount due to the Homeowners Association will result in the following action:

C6.2.1. On or about the fourth day of the month in which the owner did not pay the levies on the first day, a reminder will be issued to the owner by the Managing Agent via SMS or e-mail. On or about the eighth day of the month, the owner will receive a final notice of demand with an indication of the total amount due by SMS or e-mail. An administration cost of R100.00 will be raised against the owner's levy account.

C6.2.2. Should the account in arrears not be settled within 48 hours, the matter will be handed over for collection to a designated attorney appointed by the HOA.

C6.2.3. All costs incurred, including communication expenses and interest, for the above actions as well as the cost of the attorney, debt collector, or CSOS, shall be for the account of the owner.

C6.2.4. All owners accept notification by SMS and e-mail, and that such notification shall be considered to be received by the owner at the next day as on which it has been sent.

C6.3. Letter of Demand

The following shall apply once a debtor has been handed over to the attorney for the collection of the levies:

C6.3.1. A deed search is performed by the Attorney to determine the owner(s) of a property.

C6.3.2. The Attorney will draft a letter of demand to the owner(s). The letter of demand will be sent out within three (3) days of receipt of the instruction.

C6.3.3. The Debtor has seven (7) days to rectify the matter by either settling the full amount due or alternatively make a payment arrangement.

C6.3.4. An Acknowledgement of Debt will also be drafted and sent with the letter of demand. Once received, a Section 57 application will be brought within three (3) days after the Acknowledgement of Debt has been received.

C6.3.5. Should the Attorneys receive no feedback after issuance of the letter, the Attorneys will address another letter of demand via the Credit Bureaus to

the Debtor. This letter of demand will be sent on the eighth day after the first letter of demand.

C6.3.6. The Debtor has twenty (20) business days to react following the second letter of demand.

C6.3.7. Should the Attorneys again receive no feedback, the Attorneys will proceed with blacklisting the owner(s) with the Credit Bureaus and this listing will appear on their credit records.

C6.3.8. In the event of a payment proposal being presented to the Attorneys, the proposal will be sent to the Six Fountains Board of Directors for approval.

C6.4. Summons

C6.4.1. If the Debtor fails to react to both letters of demand, summons will be issued by the Court if the Attorneys hold the instructions to proceed.

C6.4.2. The summons will be issued within five (5) days after the 20-day period of the second letter of demand.

C6.4.3. Once the summons is issued, it will be sent to the relevant Sheriff for service.

C6.4.4. After the summons was served, the Debtor has ten (10) court days (weekdays) to defend the action.

C6.5. Undefended Actions

C6.5.1. Should the Debtor not defend the action within ten (10) days of service, the Attorneys will apply to the Court for Default Judgment.

C6.5.2. This application will be brought within three (3) days after *dies non*.

C6.5.3. The Default Judgment application will be heard in chambers or in open court.

C6.5.4. Once judgment is granted, the Attorneys will draft and issue a Warrant of Execution whereafter it will be sent to the Sheriff of the Court. The Attorneys will instruct the Sheriff to attach all movable property of the debtor(s) should the Attorneys hold instruction to proceed with execution.

C6.5.5. After attachment, the attached property will be removed and taken to the Sheriff's storage facility to be sold in execution. The Sheriff will provide the Attorneys with a date of sale which the Attorneys will publish in a local newspaper. If there are insufficient movable property to cover the outstanding debt and legal costs, the Attorneys will proceed with a sequestration application.

C6.6. Defended Actions

C6.6.1. Should an action be defended, the Debtor will file a Notice of Intention to Defend within ten (10) court days from date of service and will file a plea within twenty (20) court days (weekdays).

C6.6.2. The Attorneys may apply for Summary Judgment should there be reasons to believe that the Debtor has no valid *bona fide* defence to the matter.

C6.6.3. The application will be brought within five (5) court days after filing of the Defendant's plea should the Attorney hold the instruction. If judgment is granted, the Attorneys will apply for a Warrant of Execution to be issued against the Debtor's movable property.

C6.7. Rights of the Board

The Six Fountains Board of Directors reserves the right to adjust the policy and / or modus operandi from time to time without prejudice to the rights of the Board of Directors or Homeowners Association, to achieve the objectives, set out in the document.

C7. Regulations Pertaining to Non-Compliance of the Rules of the Homeowners Association

C7.1. Failure to comply with the Rules of the HOA

Failure to comply with any provision of any rules may result in:

- A call for an explanation and/or an apology.
- A reprimand and a written request to comply.
- The imposition of a penalty.
- An order to pay for any damages resulting from non-compliance with any rule.
- Application to the Court for the enforcement of the rule/s.

C7.1.1. The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the HOA Management and BOD who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.

C7.1.2. Penalties imposed for the breach of or non-compliance with the Rules shall be deemed to be part of the levy due by the Owner.

C7.1.3. The BOD shall be entitled to change any one or more of the Rules of the HOA. The amended Rule(s) or repeal thereof, will be binding on an interim basis from the time it takes effect until it is approved during the next AGM of the Company.

C7.2. Penalties

Each situation will be dealt with on its own merits and in accordance with the severity of the non-compliance of the rules of the HOA.

Penalties will be administered by HOA Management at their discretion depending on the seriousness and frequency of the transgression. The circumstances of each transgression will be taken into consideration. Residents have the right to appeal to the BOD in writing through the HOA Management.

C7.2.1. Less serious transgressions: Written warning or R100.00 – R1000.00 penalty depending on the circumstances and frequency of the transgression. Depending on the transgression the penalty may be doubled or incurred daily.

Examples of less serious transgressions but not limited to, are:

- Creating a public nuisance: E.g. noise generated by music, electronic instruments, partying etc., and activities of residents, their visitors, and their employees.
- Exceeding the prescribed speed limit.
- Using noisy equipment and using mechanical equipment outside permissible hours.
- Barking dogs / pets becoming a nuisance on the Estate.
- Keeping more than two (2) pets without written approval from the HOA Management.
- Loitering on the Estate.
- Non-compliance with request to remove unsightly boats, trailers, caravans, equipment, vehicle parts etc., in view from the street.
- Illegal parking, parking on sidewalks, in the street and in the street opposite traffic islands.
- Littering: By any person on the Estate.
- Illegal dumping by residents and contractors of rubble or material.
- Contractors working outside the permitted working hours.
- Contractors not keeping their site/road/sidewalk clean.
- Storage on empty stands, without any building plans submitted to HOA Management.
- Fishing without a valid permit.
- Not abiding by the rules of the Nature Area.
- Failure to comply with the House Rules.
- Pets roaming the streets, dogs not on a leash (Recurring incidents may result in progressive increase of penalty amounts).
- Residents and their staff not removing pet excrement from nature areas / public open spaces.
- Use of drones

C7.2.2. More serious transgressions: R1000.00 – R5000.00 penalty depending on the circumstances and frequency of the transgression. Depending on the transgression the penalty can be per day. Depending on the transgression, the penalty may be doubled or incurred daily and may exceed the R5000.00 limitation.

Examples of more serious transgressions but not limited to, are:

- Treating the security personnel and/or Six Fountains employees in an abusive manner.
- Unauthorized use of access cards by any person.
- Residents and contractors (gardeners, domestics, etc.) entering the Estate without being registered at Security. (Illegal contractor workers on building site)
- Contractor's workers loitering on the Estate outside their allocated stand.
- Driving without a license.
- Burning of rubbish on the Estate.
- Occupying a building without approval from the HOA Management.
- Not completing a house within the given period of nine (9) months, with a maximum of three (3) months extension, subject to prior written approval by the HOA Management.

- Obstruction of the main entrance gate and/or any public road.

C8. Proceedings at General Meetings

1. The AGM shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements, the election of members of the Board of Directors, the annual report of the Board of Directors and the appointment of an auditor, and may deal with any other business laid before it.

2. Quorum for Members Meetings

- 2.1. The quorum requirements for any General Meeting to begin, or for a matter to be considered shall be 5 (five) per cent of all members of the Homeowners Association present in person or proxy, and entitled to vote, of which at least 2 (two) shall be directors of the Company.
- 2.2. The quorum requirements for any special resolution shall be 15 (fifteen) per cent of all the members of the Homeowners Association present in person or proxy and entitled to vote of which at least 2 (two) per cent shall be directors of the Company.
- 2.3. If within half an hour (30 minutes) after the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to 7 (seven) days later.
- 2.4. If the seventh day in the week is not a business day, the adjourned meeting shall be held on the immediately succeeding business day.
- 2.5. The Chairperson of a meeting at which a quorum is present may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which the adjournment took place.
- 2.6. The company is not required to give further notice of a meeting that is postponed or adjourned unless the location for the meeting is different from the location of the postponed or adjourned meeting; or a location announced at the time of adjournment, in the case of an adjourned meeting.
- 2.7. If at the adjourned meeting a quorum is not present within 30 (thirty) minutes from the time appointed for holding the meeting, the Members present shall constitute a quorum.

3. Chairperson

- 3.1. The chairperson, if any, of the Board of Directors shall preside as chairperson at every General Meeting of the Association. If there is no such chairperson, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson, the vice-chairperson shall act as chairperson. If the vice-chairperson is not present or is unwilling to act as chairperson, the members present shall elect one of their numbers to be chairperson.

4. Vote

- 4.1. No person other than a duly registered member who has paid every levy and other sum, if any, which is due and payable to the Company in respect of or arising out of his membership, shall be entitled to present or vote on any question at any General Meeting.
- 4.2. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of the hands) demanded by the chairperson or Members.
- 4.3. Unless a poll is demanded, as set out above, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or defeated, and an entry to that effect in the book containing the minutes of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 4.4. A demanded poll may be withdrawn, in which event the provisions above shall apply as if no poll was demanded.
- 4.5. If a poll is duly demanded it shall be taken in such manner as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 4.6. Scrutinizers shall be elected to determine the result of the poll.
- 4.7. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson shall be entitled to a second or casting vote.
- 4.8. A poll demanded on a question of adjournment, shall be taken forthwith.
- 4.9. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.

5. Resolutions

- 5.1. Every motion and every amended motion proposed for adoption as a resolution by a General Meeting shall be seconded at the meeting and if not so seconded, shall be deemed not to have been proposed.
- 5.2. An amendment proposed shall also require to be seconded, and if approved by the meeting, will replace the initial proposal, and such amended proposal must then be put to vote.
- 5.3. An ordinary motion or the amendment of any ordinary motion shall be carried by a simple majority of all votes cast.
- 5.4. For a special resolution to be adopted at a members meeting, it must be supported by at least 60 (sixty) per cent of the members who voted on the resolution.

D. HARMONIOUS COMMUNITY

D1. Street Usage

D1.1 All roads on the Estate are subject to the relevant road traffic ordinances or by-laws. The HOA Management is not authorized to enforce the provisions contained in the Road Traffic Act, however, non-enforcement does not compromise a condonation by the BOD, HOA or HOA Management of any breaches thereof by any person within the Estate and will be penalised as such

D1.2 The speed limit is restricted to 40km per hour, throughout the Estate.

Members agree that the Association shall have the right to impose penalties in consequence of a contravention of the Road Traffic Act, including but not limited to the utilization of calibrated speed cameras or any device pertaining to Road Traffic Ordinances. Such penalty shall not be deemed a fine in terms of the Road Traffic Act, but a penalty contractually agreed between Members and the Association.

The following is applicable to anyone driving over the 40km per hour speed limit:

40km/h – 44km/h : Visual Warning

45km/h – 50km/h : R500.00 penalty per incident

51km/5+ : R1,000.00 penalty per incident

Repeat offenders may be subject to a penalty as determined by the Board of Directors.

D1.3 Any person driving a vehicle in the Estate must be in possession of a valid driving license.

D1.4 Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety. Parents must teach their children rudiments of safe road usage.

D1.5 Engine-powered vehicles are permitted to drive on the streets of the Estate only. Parks, pavements, and open spaces are off-limits.

D1.6 In general, parking on sidewalks and in the street is prohibited. Exceptions may from time to time be permitted with prior approval from the Estate Manager.

D1.7 Both motorists and pedestrians use the streets of the Estate and should take due care.

Operating Restrictions for Vehicles

D1.8 No quad bikes are allowed in the Estate.

D1.9 Operating any vehicle in such a manner as to constitute a danger or nuisance to any other person or property within the Estate is prohibited.

D2. Good Neighbourliness

D2.1. Any activity that could cause aggravation or nuisance to fellow residents may not be conducted from any property. This includes auctions, jumble sales and hobbies etc.

D2.2. As Six Fountains is a Residential Estate, no business may be conducted from home.

D2.3. Noise of any kind should be kept at a level so as not to create a nuisance to neighbours/residents.

Monday to Thursday : 07h00 - 22h00

Friday and Saturday : 08h00 - 23h00

Sunday: 09h00 - 18h00

D2.4. Large events (50 people or more) must be hosted outside the perimeter of the Estate.

D2.5. Due to spatial limitations in the Estate, a maximum of 5 vehicles or 20 persons is recommended. Sectional Title Schemes must establish their own limitations.

D2.6. The number of vehicles or guests is not subject to any warning and/or penalty, with the provision that no complaints were lodged in relation to a disturbance.

Failure to comply with the noise regulation will result in an occurrence entry recorded by the security personnel with the following structure:

First record – Written Warning

Second record – Penalty of R2,000.00

Third record – Additional penalty of R4,000.00

Fourth record – Additional penalty of R6,000.00

Fifth record – Additional penalty of R8,000.00

Should numerous complaints about noise disturbance be lodged to the security regarding the same unit during the same day, the penalties will escalate as per the schedule above and does not necessarily increase due to different events taking place on different dates.

In cases of serious offences, residents have the right to lay a charge against the owner / tenant at the South African Police Service.

D2.7. Maintenance and upkeep of gardens etc., for example, use of power tools, lawnmowers, and the like, should only be undertaken between the following hours:

Monday to Friday: 07h00 – 18h00

Saturdays: 08h00 – 15h00

Sundays and Public Holidays: Please note that these days have been selected as quiet days in the Estate allowing all residents peace and quiet. Therefore, no noise-generating activity, and/or any maintenance of any form including gardening services or noise-generating gardening activities will be allowed (domestic gardeners are not allowed on a Sunday or Public Holiday).

Emergency contractors such as plumbers, electricians, glass fitters etc., may be allowed after hours and on Sundays with approval from the HOA Management.

D2.8. Washing should only be hung on lines screened from the street and neighbouring properties at ground level and may not be hung from balustrades or railings.

D2.9. Each household is required to have a standard refuse bin, provided by the service provider, placed in a suitable position not visible from the street or by neighbours.

On refuse collection days, refuse bins are required to be placed at the entrance of each house not earlier than sunset on the day before collection and must be removed not

later than sunset on the day of collection. Information on the specified days for refuse collection will be made available by the HOA Management. All refuse collection will be done by the approved service provider on days scheduled by the HOA Management. Please note that only refuse placed within the refuse bin will be removed. Refuse placed in bags next to the bin will not be removed.

Under no circumstances may garden refuse be placed in refuse bins supplied for household refuse as per the agreement with the service provider. Separate bins for garden refuse are available at an additional cost.

Household refuse, garden refuse, refuse bins, (except on official collection days), and refuse bags may not be placed on the pavement. Garden refuse must be removed on the same day and may under no circumstances be dumped on any open property on the Estate. Recycling bags may be placed next to the refuse bin on the official collection day.

- D2.10. No advertisements or publicity material may be exhibited or distributed in the Estate.
- D2.11. Do not loiter or gather on the Estate and specifically not at any prominent places such as at the gates, road circles, streets, or nature area etc.
- D2.12. Generators (portable) may only be utilised between 06h00 – 22h00, when necessary. In the event of medical necessity, a medical certificate must be submitted to the HOA Management for recordkeeping. Ensure that safety guidelines are in place.

Permanent Generators

Members may apply for permanent generators (bolted down or on a plinth), granted that they adhere to the following criteria:

- A site plan indicating the position of the generator must be provided to HOA Management.
- All property owners adjacent to and directly across the street from the applicant must provide consent as per the document provided by HOA Management. Should a rejection notice be received, the application will be denied.
- A suppressed, sound insulated generator must be installed.
- Fuel / diesel will be stored so as not to create a safety risk.
- Fire extinguishers should be kept in close proximity.
- The application must in accordance with the Local Municipal bylaws be submitted to the Local Municipality for approval.
- A Certificate of Compliance (COC) for electrical installations must be submitted should a generator be installed.
- The generator may be set for automatic start up only between 06:00 – 22:00. In the event of a medical necessity, a medical certificate must be submitted to the HOA Management for recordkeeping.

- Members indemnify the BOD, HOA and HOA Management against any claims in line with the above.

D3. Dispute Resolution

D3.1 In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness, and consideration. Where a dispute cannot be resolved, and in a dispute between neighbours, the following channels are available:

D3.1.1. The BOD may be approached via the Estate manager to request assistance in resolving the matter, in which the BOD may decide to arbitrate on the matter with a final and binding resolution in respect of the dispute.

D3.1.2. The Community Scheme Ombudsman Service (CSOS) can be approached for adjudication. Procedures for lodging a dispute are available at www.csos.org.za

D4. Pets

D4.1. Residents are subject to the local authority by-law relating to pets.

D4.2. Only two pets (cats and/or dogs) per property are allowed. Leniency for a maximum of three pets will be considered through written application by new owners whereby they already own more than two pets. If the third pet passes away, it may not be replaced with another.

D4.3. Poultry, pigeons, parrots, aviaries, wild animals, or livestock may not be kept on the Estate.

D4.4. Pets are not permitted to roam the streets and dogs must at all times be kept on a leash in all open spaces, including but not limited to the servitude and nature area, and shall at no stage be permitted to cause a disturbance.

D4.5. All pet owners are obliged to remove their animal's excrement from the public areas and open spaces of the Estate. A penalty to the amount of R300.00 may be issued should a pet owner be apprehended not adhering to this obligation.

D4.6. All pets (cats included) must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and may be handed over to the SPCA.

D4.7. It is the responsibility of the pet owner to ensure that the basic needs and living conditions of the pets that are in their care are met.

D4.8. The HOA Management reserves the right to request the resident to remove their pet should it become a nuisance on the Estate.

D5. Slaughtering of Animals for Cultural, Religious or Other Purposes

D5.1. Slaughtering of animals shall only be permitted for religious and cultural purposes within the confines of a residential stand (and not under any circumstances on common property) and subject to the following conditions:

- D5.2. Two weeks written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the HOA Management specifying:
- D5.2.1. The date and time of the proposed slaughter.
 - D5.2.2. The type of animal to be slaughtered.
 - D5.2.3. The name and qualifications of the person who will be carrying out the slaughter.
 - D5.2.4. Confirmation that the animal will be brought onto the premises immediately before the ritual slaughter and that the carcass, and all remains of the animal, will be removed immediately from the premises after the act of ritual slaughter.
 - D5.2.5. There should also be no remaining odours due to the slaughter. The owner/tenant of the premises must also ensure that no bacteria are left after the process.
- D5.3. A notice from Tshwane Municipality shall accompany the above notice confirming that all by-laws concerning the ritual slaughter have been/will be complied with.
- D5.4. A notice from the health department shall accompany the above notice confirming that health department specifications concerning the ritual slaughter have been complied with/will be complied with.
- D5.5. A certificate from the Society for the Prevention of Cruelty to Animals (SPCA) shall accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter.
- D5.6. Notice shall also be given to all neighbouring / adjacent units of the date and time of the proposed slaughter.
- D5.7. Failure to comply with the above-mentioned requirements shall entitle the HOA Management to prevent the act of ritual slaughter from taking place on the premises or debiting the unit owner concerned with any costs incurred and/or a severe penalty.

E. AESTHETICAL GUIDELINES

E1. General House Maintenance

The exterior of every dwelling together with its boundary walls/fences, driveways, etc., must always be maintained by the Owner in a clean, tidy, neat, painted and meticulously kept condition. When repainting, approval of the colour by the HOA Management is required.

The owner shall keep his dwelling free of termites, vermin, and other destructive insects. The cost of inspection, eradication and possible replacement of woodwork shall be borne by the owner.

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

The BOD has the right to request the effect of maintenance and repairs at the cost of the owner should it be considered necessary.

E2. Property Maintenance

Common Property – The maintenance of private open spaces and landscaping is the responsibility of the HOA Management, and the cost thereof is included in the Homeowners levy.

Subdivided Portions – The maintenance of such properties internally and externally is the responsibility of the owner and therefore not deemed part of the levy.

E3. Sidewalks

Each stand owner is responsible for maintaining the area between the curb and the boundary of his property in a clean and pleasing condition. The Aesthetics Committee can compel the owner to improve the aesthetic appearance of this area when deemed necessary, at the cost of the owner.

Under no circumstances may any rubble, refuse or building material be dumped or discarded in any public area, including the parks, streets, sidewalks, lakes, dams, or vacant stands. The person doing such dumping and/or the owner will be held liable for the removal and all possible damage in this regard.

Trees on sidewalks may not be damaged, removed or planted without the permission of the Aesthetics Committee. Owners must maintain these trees. Replacement and/or removal of sidewalk trees are at the expense of the owner.

Planting of trees and plants may not interfere with pedestrian traffic or obscure the vision of motorists. Decorative gardening such as crushed rock, rocks etc., may not cover the full sidewalk. From a public liability insurance point of view, pedestrians must have a choice to walk on the sidewalk and therefore a 1.2m wide unobstructed pedestrian walkway space must be reserved on the sidewalk in front of the dwelling.

E4. Streetscape

E4.1. Wendy houses, tool sheds, dollhouses, jungle gyms or similar structures:

As a rule, no Wendy house, dollhouse, jungle gym, or similar structures may be visible from the streetscape. In all instances where such structures are visible from the streetscape, permission for the erection thereof must be obtained from the HOA Management. Pamphlets from the supplier must accompany the request, indicating material, finishing, colour and dimensions. Should residents apply for a wooden Wendy house, only "Chromadek" roof sheeting will be allowed (No galvanized roof sheeting). Please note that such approval is at the sole discretion of the HOA Management.

E4.2. If caravans, trailers, boats, equipment, tools, accommodation for pets as well as any other such objects should become unsightly, the HOA Management reserves the right to enforce remedial action by the owner/tenant.

E4.3. Terrestrial and Satellite TV are both the prerogative and responsibility of the owners. The positioning of dishes (and aerials) is subject to the aesthetic values of the Estate. When positioning dishes and aerials, due considerations must be taken of general aesthetics.

E4.4. Should residents apply for water tanks, a pamphlet regarding the material, colour and aesthetical appearance must be submitted to the HOA Management for approval. A

site plan indicating the position and structure must be approved by the HOA Management prior to commencing with the installation. As a rule, the water tanks should be suitably screened as not to be visible from the streetscape or any public walkways.

E5. Vacant Stands

- E5.1. All empty stands must be kept neat and void from rubble, waste etc. by the owner.
- E5.2. No objects of any kind may be stored on empty stands.

F. ENVIRONMENTAL MANAGEMENT

F1. General

- F1.1. The resident's use of private open space areas is always entirely at their own risk. The BOD, HOA and HOA Management will entertain no claims for damages of whatsoever nature.
- F1.2. Residents and their guests are required to leave any open space they visit in a cleaner condition than that in which it was found. Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.
- F1.3. Picnicking will not be allowed in open spaces.
- F1.4. Flora may not be damaged or removed from any open spaces.
- F1.5. Fauna of any nature may not be chased, hunted, shot at, trapped, or harmed in any way, in any area of the Estate, be it by people, dogs or cats.
- F1.6. Residents should ensure that declared alien and noxious flora are not planted or allowed to grow in their gardens.
- F1.7. Vacant stands must be kept clean on a regular basis (lawn must be cut and trees maintained) to the satisfaction of the HOA Management, failing which, the HOA Management reserves the right to clean the stand at the owner's expense.
- F1.8. Every homeowner shall put up the street number of the premises at a position where it can be read from the street.

F2. Boreholes

- F2.1. The owner of a premise who intends to sink a borehole on the premises should apply on the prescribed form, obtained from the HOA office.
- F2.2. A site plan indicating the proposed position of the borehole must be submitted to the HOA office to confirm that no existing services and servitudes will be affected.
- F2.3. Submit a prescribed letter of acknowledgement signed by all neighbouring properties. Note: The HOA Management cannot be held liable for any claims of whatsoever nature by any properties affected.
- F2.4. The owner applying for a borehole must undertake to clean all affected neighbouring properties to the satisfaction of the neighbouring owner.

- F2.5. The owner applying for a borehole must undertake to clean the road surface as well as stormwater catch pits and any open areas affected, to the satisfaction of the HOA Management.
- F2.6. A deposit and maintenance fee will be charged as determined by the Board of Directors from time to time. This amount is partly refundable, less the cost of making good any damage to sidewalks, roads or any public open spaces.

G. NATURE RESERVE AND ALL OPEN SPACES

The prime objective of the Rules of the Nature Reserve is to preserve and enhance our nature areas and environment. The registered owners/residents of the properties at Six Fountains are responsible for ensuring that members of their families, their tenants, visitors, friends, and employees abide by these rules.

- G1. Please respect the nature and let us focus on promoting the breeding of wildlife/birds.
 - G1.1. Refrain from walking in the flower beds and do not damage shrubs, trees, and flowers.
 - G1.2. Refrain from walking into the dam and its catchment ponds.
 - G1.3. No shooting of any form or throwing of stones at animals/birds will be tolerated.
 - G1.4. Members may apply for a fishing permit at the HOA Office for catch & release at a cost.
 - G1.5. No swimming in or boating (canoes, rafts etc.) allowed on the dams. The islands in the dams are strictly out of bounds as these are prime breeding areas for the birds.
 - G1.6. Dogs to be on a leash always and owners must prevent dogs from harassing/chasing or barking at the wildlife/birds. Dogs are not allowed to wander into or swim in the dams.
- G2. Only walking, jogging, and cycling is allowed, no other recreational activities including ball play will be allowed.
 - G2.1. No engine-powered/motorized vehicles e.g. cars, motorcycles or quad bikes allowed.
- G3. Littering is strictly forbidden. Make use of garbage bins.
- G4. No open or gas fires allowed anywhere in the nature reserve or any other space (No barbequing).
 - G4.1. No picnicking allowed.
 - G4.2. The boardwalk/gazebo in the nature reserve may not be used as a picnic or party area.
 - G4.3. No alcohol allowed.
- G5. No music or any other loud noise is allowed.

- G6. Children to be under direct adult supervision always. Residents and visitors are responsible for the safety and supervision of children in their care.
- G7. Respect and obey the security guard on duty at the nature reserve.

H. SECURITY

- H1. The security guards have specific tasks aimed at ensuring security in the Estate and should, therefore, always be respected and adhered to. No resident may issue instructions to Security Personnel.
- H2. Security protocol at the gate must always be adhered to. Under no circumstances may residents or any person other than the security personnel, BOD or HOA Management be allowed into the security control room.
- H3. The access control system for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every owner and/or resident with respect to people in his/her service.
- H4. All owners and residents will be held accountable for their visitor's adherence to security protocol.
- H5. All owners must ensure that contractors in their service adhere specifically to the security stipulations of the Contractors Code of Conduct.
- H6. The perimeter security, patrols, and access control serve as deterrent and detection factors only and do not guarantee an intrusion free Estate.
- H7. Security is everyone's responsibility, all attempts of burglary, instances of fence jumping, or any other breach of security must immediately be reported to the security control room. Be aware that it is the accountability of all owners and residents to report any suspicious activity/behaviour/breach of security rules etc. You need to enforce and apply security to make it work. Do not hesitate to question suspicious persons not displaying formal ID cards.
- H8. **Security guards are under no circumstances allowed to be requested to assist in any other task than security. Note that the security guards are not allowed to accept gratuity. Owners must adhere to the rule that no food, money, or any gifts may be given to the security guards.**
- H9. The Estate perimeter and gates will be manned by security 24 hours a day and the Estate is patrolled on a random basis.
- H10. New occupants (owners/residents) must advise the Six Fountains Office of their contact details, stand number and street address to enable Security to make telephone contact with them in order to request permission for visitors/contractors to be allowed.
- H11. Residents on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence. Any excess growth jeopardizing the perimeter fence may be cleared by HOA Management, at the cost of the owner.
- H12. All residents, visitors, contractors, property practitioners and invitees must adhere to security protocol, and may not use their access control method to grant a third-party access to the Estate and are requested to have a South African identification document, valid South African driving license or valid passport to gain access.

- H13. Should prospective buyers or tenants of property within the Estate wish to enter the Estate to inspect such property, the normal security protocol for visitors will be applied.
- H14. Access control logs, CCTV footage and other security information is the property of the HOA Management and may not be distributed.

I. SELLING AND LETTING OF PROPERTY

11. General

- 11.1. Should an owner want to sell or lease his property through a property practitioner, they are allowed to utilize any property practitioner of their preference.
- 11.2. The property practitioner and the owner must ensure that the buyer and/or tenant is informed of and received a copy of the Six Fountains Residential Estate Rules. These rules must be attached as an annexure to any deed of sale or lease agreement.
- 11.3. A clearance certificate must be obtained from the HOA Management or the HOA Managing agent at a cost prior to any transfer of property.
- 11.4. Under no circumstances may granny flats be sub-let.
- 11.5. No property may be let or utilized for the purpose of a commune, guesthouse or AirBNB.
- 11.6. Property Practitioners may only operate on a "by appointment" basis and must personally accompany a prospective purchaser or lessee. Property Practitioners are not permitted to erect any "for sale", "show house" or "to let" signage boards within the Estate.
- 11.7. Should any owner let his/her property, the HOA Management must be notified in writing before occupation. The following information must be provided:
- The name of the lessee.
 - The number of tenants.
 - Confirmation that the copy of the rules has been given to and discussed with them.
 - A copy of the signed lease agreement stating the rental period.
- 11.8. Owners / tenants must ensure that lease agreements are renewed timeously and provided to the HOA Management, as a non-renewal may result in suspended access facilities.
- 11.9. Owners are responsible to inform the HOA Management in writing when a tenant has vacated a property.

12. Access Control for Property Practitioners

- 12.1. The access control policy for Property Practitioners may be reviewed by the HOA Management from time to time.
- 12.2. The BOD of the HOA will determine rules and regulations concerning the entrance into and/or conduct of Property Practitioners in Six Fountains Estate.

12.3. The BOD has the discretion to allow or deny any Property Practitioner access should they be in breach of the Estate Rules and any addendums pertaining to it.

13. Sale of Property

13.1. Homeowners Association:

The purchaser acknowledges that he is obliged upon registration of the property in the Deeds Office into his name to become a member of the HOA and agrees to do so subject to the Memorandum and Articles of Association of this body.

13.2. Conditions of Title:

13.2.1. The Seller shall, in addition to all other conditions of the title and/or subdivision referred to, ensure that the following conditions of title are included in the Deed:

Every owner of the stand, or any subdivision thereof or any interest therein, or any unit thereon, as defined in the Sectional Titles Act, shall become, and shall remain a Member of the Homeowners Association and be subject to its constitution, until he ceases to be an owner as aforesaid.

"Neither the stand, nor any subdivision, thereof, nor any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Homeowners Association."

"The owner of the stand, or any subdivision thereof, or any interest therein, or any unit thereon as defined in the Sectional Titles Act, shall not be entitled to transfer the stand or any subdivision thereof, or any interest therein, or any unit thereon, without a clearance certificate from the Homeowners Association which certifies that the provisions of the Articles of Association of the Homeowners Association have been complied with."

The terms "Homeowners Association" in the aforesaid conditions of title shall mean the Six Fountains Homeowners Association (incorporated Association, not for gain). In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner to affect the registration of a stand, the Purchaser hereby agrees to such amendment.

13.3. Lease of Property

The Lessee acknowledges that, upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all rules and regulations of the HOA.

Where tenants continuously breach the rules of the HOA, the owners may be requested by the BOD to terminate the lease agreement. The owner will be held liable for any penalty allowed under the rules of the HOA. This clause must be written into the lease agreement.

J. ARCHITECTURAL AND BUILDING GUIDELINES

J1. Introduction

Six Fountains Residential Estate has developed set architectural & building guidelines aimed at encouraging individual creativity within a unity of materials and finishes. This will ensure that the overall development remains a harmonious and balanced environment for all residents, protecting all owners' investments in the Estate. The controlling authority for the Estate guidelines is the Aesthetic Committee as appointed by the Board of Directors.

Six Fountains Residential Estate architectural & building guidelines may be revised from time to time, subject to approval by the Board of Directors.

These rules apply to Six Fountains Proper and Extensions 2, 8,9 & 10.

J2. Plan Controls

J2.1. Plan Approvals

All building plan proposals as required, (plans, forms, and details) as set out in the Architectural Rules, must be submitted to the HOA Office for approval. These forms can be obtained from the Six Fountains Estate Office. Note that the Estate Architect will not consider the application without all the fully completed forms and payments.

It is a condition of the Local Authority that the HOA's approval of building plans be done before submission to the Local Authority.

No construction or installations may commence before the full Association and Local Authority approvals have been obtained.

The HOA Management reserves the right to enforce remedial action by the owner for alterations in contravention of the Rules of Conduct.

J2.2. HOA Occupational Consent

No dwelling may be occupied without the prior approval by the HOA Management. The HOA Management will not grant approval without first having been cleared by the Local Authority's Occupational Certificate.

Occupation without HOA consent will result in recurring penalties until such consent has been obtained.

J2.3. Building Lines:

J2.3.1. FULL TITLE & DUET STANDS

No building lines will be relaxed, with the following to apply:

Single Storey	Double Storey
Street: 5.0m	Street: 5.0m
Sides: 2.0m	Sides: 3.0m
Rear: 3.0m	Rear: 4.0m

J2.3.2. GROUP HOUSING

Lines will be individually assessed and approved as per Site Development Plan and the Aesthetics Committee.

J2.4. Sloping Stands

J2.4.1. The natural contour of the property may not be increased in height by more than an average of 500mm. Special conditions may be granted by the HOA Management on individual merit of the stand, depending on the existing natural ground level.

J2.4.2. Basements may not protrude above the natural ground level.

J2.5. External Walls & Fencing

J2.5.1. The HOA Management must approve all garden walls and fencing regarding both material and dimensions. Particular attention will be paid to walls on street boundaries.

Fencing not allowed:

- Devil's Fork
- Precast Walls
- Wire Fences (Diamond Mesh, Welded Mesh)
- Wooden Fences
- Razor Fences
- Picket Fences
- Nets or Netting
- Full Palisade Fencing

No Property may be secured with razor wire, similar fencing, or electrical fencing during or after the construction period.

J2.5.2. ClearVu, BetaFence or similar products will be allowed in the following applications:

FULL TITLE DUET STANDS

- Fence to be pre-coated as offered by the manufacturer (not post-painted, and not galvanised).
- Be Black or Dark Grey of colour only (these colours best allow for its invisible appearance).
- Not be allowed between properties (only street-facing or open space facing).
- Fences may only be used as panels, not extending onto the ground – a 300mm high plinth wall may be used.
- Street front panels must be framed with a steel frame with a similar colour.

GROUP HOUSING STANDS

Special provision for ClearVu, Betafence or similar products will be allowed in the following applications:

- A full fence may be utilised for properties adjacent to a wetlands zone – no frame is required.

A detailed elevation and design must accompany an application for ClearVu or similar products. The special provision is subject to evaluation by the Estate Architect.

- J2.5.3. Solid boundary walls (brick or other) may not cover more than 50% of the street frontage of a property. Concerning corner properties, the 50% restriction only applies to the access frontage.

This rule will be assessed with regards to privacy, the placement and position of the swimming pool.

This rule will only apply to FULL TITLE STANDS & DUET STANDS.

Boundary walls must be erected from brick or a combination of brick and approved steelwork, or brick and approved woodwork, at a height of at least 1.8m from ground level. Approval will be done by the Estate Architect.

When using a combination of brick and steel or brick and wood, the height of the brickwork on top of which the steel/wood is erected, may not be less than 300mm nor may it exceed more than 750mm. Columns erected on the boundary wall may not exceed a maximum width of 500 x 500 mm.

- J2.5.4. Yard walls and screen walls should match the basic materials of the buildings.

J2.6. Roofs

No construction or installations may commence before the full Association and Local Authority approvals.

- J2.6.1. Patios, verandas, carports, and outbuildings may not be side screened with shade cloth netting.

- J2.6.2. Louvre roofs may be installed. A plan indicating the position and colour of the louvre roofs must be submitted to the HOA Management for approval.

- J2.6.3. Roofing materials for patios, carports and outbuildings must match the main dwelling as approved by the Estate Architect. Please note no shade cloth or polycarbonate inserts will be allowed.

- J2.6.4. The erection of external awnings, including the style and colour, need to be approved by the Estate Architect before installation. Should the awnings become unsightly, the HOA management reserves the right to enforce remedial action by the owner/tenant.

- J2.6.5. No shade cloth netting is allowed. Only "Coolaroo" type or similar approved quality tensile tent structures will be allowed. Application to be made at the HOA Management office. The structure must be detachable and will be considered on individual merit in conjunction with consent from neighbouring properties. Applicant to provide engineer's approval for tensioner anchor points.

Should these structures become unsightly, the HOA Management reserve the right to enforce remedial action by the owner/tenant.

- J2.6.6. No galvanized roofing material may be used. Only "Chromadek" or a similar type of roofing may be used with the specific approval of the Estate Architect.

- J2.6.7. Special aesthetic consideration should be given to the design of parapets, fascia's, copings, eaves, roof trim, guttering and roofing materials in general.
 - J2.6.8. Waterproofing products for concrete flat roofs may not be reflective.
 - J2.6.9. No galvanized or transparent finish for roofs, and patio roofs etc., will be allowed. Lean-to, sheds, temporary carports, and similar structures are not allowed.
- J2.7. Windows, Doors & Garage Doors
- J2.7.1. Only timber, aluminium or powder-coated steel window frames will be allowed.
 - J2.7.2. No galvanized or transparent finish for doors/garage doors will be allowed.
- J2.8. Balconies
- J2.8.1. Consent by the affected neighbours, for all balconies must be obtained in writing for the HOA approval thereof. Failure to obtain consent will result in a solid 1.8m screening solution to be presented to the Estate Architect with the submission of the plans. HOA occupation will not be granted if in contravention of the Rules of Conduct.
- J2.9. Carports
- J2.9.1. Full Title Stands & Duets

Permanent carports are allowed under the following conditions. It must form part of the main dwelling (must be structurally linked to the main dwelling). Design material and finishes must be the same as or similar to the existing dwelling and according to approved building plans. Lean-to's and temporary carports (steel constructions) are not allowed.
 - J2.9.2. Group Housing Stands

An architecturally designed permanent carport will be allowed. Design, material, roof slopes & finishes will be subject to the Estate Architects approval.
- J2.10. Pools & Water Features
- J2.10.1. Site plans are required for all swimming pools. Cross-sections, depth, and size to be indicated. Position of the pool pump, backwash pipe and discharge must be indicated on the plan. Special attention is to be given for privacy, water drainage and safety fencing with self-closing & self-locking gates (as per National Building Regulations). Approval for swimming pool building line encroachment will only be allowed if municipal services allow the encroachment and with the approval from the Local Authority. Note that approval must be obtained from the Local Authority as well as the HOA Office prior to construction.

J2.10.2. Depth of all water features may not exceed 300mm, if not, J2.10.1 will apply.

J2.11. Miscellaneous

J2.11.1. Paving

Only paved vehicle driveways will be allowed. No imprint, half brick paving or tar surfacing will be allowed.

Painting of driveways are permissible with approval from the Estate Architect. Design & colour to be submitted for approval prior to painting.

J2.11.2. Geysers

No external wall mounted geysers are allowed. Roof mounted & gas geysers must be appropriately screened and may not be visible from any elevation, street view or neighbouring property.

Only solar pool heating systems are allowed. No coiled or exposed piping. Any visible pipework must be kept to a minimum. Type and plans must be approved by the Estate Architect prior to installation.

J2.11.3. Aerials & Airconditioning

The installation of TV satellite dishes and any external TV or radio aerials and its wiring must not be unsightly.

Air conditioner, antennae, or satellite dishes should as far as possible not be visible from the street. If, however, visible from the street, it should not be unsightly.

J2.11.4. Plumbing

All plumbing, including stub stacks. must be ducted and suitably screened.

J2.11.5. Washing Lines

Any washing line is allowed, provided that the washing line is suitably screened from the streetscape and neighbouring properties at ground floor level.

J2.11.6. Solar Systems

Solar systems are allowed. No coiled or exposed piping. Any visible pipework must be kept to a minimum.

J2.12. Additions

No construction or installations may commence before the full Association and Local Authority approvals.

J2.12.1. Any/all additions and alterations to existing structures (including swimming pools, Jacuzzi's, pergola's, Coolaroo's and entertainment areas etc., should be per the Architectural Rules applicable to the Estate and must be

approved by the Estate Architect, prior to any work.

J2.12.2. Building plans must be submitted for covered, free standing structures and may not be utilised for habitable purposes. The maximum size permissible for such a structure is 36m². Design, material and finishes to be the same or similar to the main dwelling.

J2.12.3. Boma's, braai pits, and the like must be applied for and indicated on a site plan.

J2.13. General

J2.13.1. The required local authority approvals must be obtained for all new buildings, alterations, extensions, louvre roofs and gazeboes etc. All buildings, fences and gardens shall strictly adhere to the comprehensive "Architectural Rules" concerned.

J3. Procedure for the Approval of Building Plans

J3.1. Detailed working drawings (4 copies) incorporating a site plan (4 copies) together with the building deposit and plan fee, are to be submitted to the Estate Architect for approval, before being submitted to the local authority for approval. The HOA Management hereby reserves the right to prevent owners and/or their contractors commencing construction without prior approval by both this body and the Local Authority.

J3.2. Where house designs are found to be insensitive towards the environment and the character of the Estate, the owner can be requested to alter such designs.

J3.3. One copy of the approved plan will be held for record purposes by the HOA office. The owner must supply one council approved copy of the plans to the HOA office for final inspection purposes.

If the plans have been altered, amended drawings must be submitted at a cost as determined by the BOD for approval.

Should the amended drawings be in contravention of the Rules of conduct, the HOA Management reserves the right to compel the owner to rectify the contravention.

J3.4. Construction must be completed within 9 months of the commencement date, failing which the owner may be penalised daily. Only under exceptional circumstances will an extension of up to a maximum of 3 months be granted. Such a request must be done in writing at least 4 weeks before the construction deadline. Reasons for such a request and a new estimated date of completion must be stated, which will then be directed to the HOA Management for approval. Application can be made in writing at the HOA Management office.

The construction period for additions will be as follows:

0 – 100m² : 3 months

Larger than 100m² : 6 months

The HOA Management reserves the right to determine the construction period depending on the size of the additions.

- J3.5. Where building of houses and/or alterations has not commenced within one year of the date of approval of the plans by the HOA Management, such initial approval will lapse, and the plans will have to be resubmitted for re-approval to the HOA Office and the Local Authority.
- J3.6. The site plan must indicate the covered footprint and be inclusive of outbuildings, pools, and boundary walls to scale (scale 1:100 min).
- J3.7. Design and layout of the entire stand will be considered from the outset. Special considerations should be given to existing natural features onsite, i.e. existing flora and topography, the latter to include contour lines on the site plan.

J4. Architectural Requirements

All submitted plans must comply with the checklist as approved by the Board of Directors and which is available from the Six Fountains Office.

- J4.1. All building plans and exterior finishes (e.g. paint) should be as per the Architectural Rules applicable to the Estate and must be approved by the Estate Architect, before any work commences.

Elevations compensation of all buildings must conform to accepted architectural standards, so as not to interfere with or detract from the general aesthetic appearance of the neighbourhood.

J4.1.1. Full Title Stands

The main dwelling, excluding garages, open or covered patios and verandas may not be less than 220m². Covered patios that are fully enclosed of a permanent nature will be taken into calculation for the minimum of 220m².

J4.1.2. Duet Stands

The main dwelling, excluding garages, open or covered patios and verandas may not be less than 190m². Covered patios that are fully enclosed of a permanent nature will be taken into calculation for the minimum of 190m².

J4.1.3. Group Housing Stands

The minimum size for 3-bedroom units excluding garages may not be less than 120m². Open and covered patios will be taken into calculation for the 120m².

The minimum size for 2-bedroom units excluding garages may not be less than 100m². Open and covered patios will be taken into calculation for the 100m².

No 1-bedroom units will be allowed.

No bachelor flats will be allowed.

J4.1.4. Granny Flats

The granny flat must be linked structurally and visually (design material and finishes must be the same as or similar to the existing dwelling and according to approved building plans) to the main dwelling and must seem to be one unit.

All granny flats to comply with the Local Municipality Town Planning Scheme and may not exceed 50m².

No subdivision of the property will be allowed by the HOA even though the Local Authority has approved such subdivision. This must be entrenched in the title deed and applies to the titleholder and any successor in title.

The owner must, in writing, undertake to the HOA Management that his granny flat will never be sublet to anybody for income purposes and in the event of the property being sold, the new owner must carry this undertaking.

Granny flats will only be considered in special instances and at the sole discretion of the Aesthetics Committee.

J4.2. External finishes and colours must be shown on the plan and accompanied by colour charts. Note that if you change the approved colour before painting, you will again have to submit it to the HOA Office for approval accompanied by colour charts, or preferably samples painted onto the outer wall of the dwelling. The same procedure will apply to the repainting of houses.

J4.3. Additions must match the original design and style, both in elevation consideration as well as materials and finish.

J4.4. Staff accommodation, kitchens and sculleries are to open into a screened yard. Staff accommodation may not be detached from the dwelling and must be linked structurally and visually.

J4.5. Height

J4.5.1. Full Title Stands & Duet Stands

The height of dwelling units may not exceed two storeys (10m measured from the UFFL, of the ground floor slab to the roof apex.)

J4.5.2. Group Housing Stands – Stand 503 (Ext 2)

Special provision will be granted to erect three-storey buildings in line with the approved applicable Town Planning Scheme with respect to the Township Six Fountains Extension 2.

The special provision is subject to evaluation by the Aesthetics Committee and approval must be granted by the Board of Directors.

J4.6. All sidewalks must make provision for pedestrians on sidewalks.

J5. Approval

- J5.1. Perspective view and photographs may be requested.
- J5.2. Notwithstanding the fact that the building plans must comply with all the above, the approval or rejection of such plans shall be at the sole discretion of the Estate Architect and Aesthetics Committee, which approval shall not be unreasonably withheld.
- J5.3. The architectural style of the house will be considered in relation to that of other houses in the area, as well as the aesthetic appearance and the proposed positioning of the building, and such other factors as the Estate Architect in its discretion may deem suitable.
- J5.4. Nothing in the above will be construed as permitting the contravention of the Conditions of Title to any stand or any by-laws or regulations of the Local Authority.
- J5.5. All building and architectural standards must be adhered to by all owners. Every effort is made to ensure that these standards are adhered to by all stand owners. However, final approval of building plans ultimately rests with the Local Authority and no assurance can be given to individual owners that the above standards will be adopted throughout the Estate.
- J5.6. A plan approval fee as determined by the Board of Directors from time to time is payable to the HOA Office for the approval of the building plans (see addendum: application for approval of building plans).
- J5.7. This fee makes provision for:
- The first screening of the plans by the architect of the Aesthetics Committee.
 - Foundation inspection before pouring concrete by the architect of the Aesthetics Committee.
 - The final inspection of the completed dwelling by the Architect of the Aesthetics Committee.
- J5.8. Any further inspections by the Estate Architect over the above mentioned will be for the cost of the owner at an amount determined from time to time by the Board of Directors.
- The HOA Management reserves the right to impose an additional fee if the house is redesigned.
- J5.9. A building deposit as determined by the BOD from time to time shall be paid to the HOA office when submitting plans for approval. This amount will be kept in a trust by the HOA, and is partly refundable, less the cost of making good any damage to sidewalks and/or adjacent properties etc., if found necessary on completion of construction and after deduction of the scrutiny and road maintenance fee. Note that should any aesthetical matters be outstanding after occupational consent, the deposit will only be refunded once all matters have been completed (see addendum: Application for approval of building plans).
- J5.10. No building may be occupied by the owner or a tenant before the final occupational consent has been issued by the HOA management. Take note that issuing of an occupancy certificate is a prerequisite:

J5.10.1. Before an owner or tenant can occupy a newly constructed dwelling, the Local Municipality occupation certificate must be handed to the HOA Management. Upon receipt of the occupational certificate, the HOA Management will perform the final inspection to ensure that the dwelling also complies with the building and architectural rules.

J5.10.2. Contravention of this rule will be penalised to such an amount as determined by the BOD from time to time. This will be a daily penalty for the number of days the dwelling is occupied without the final approval of the HOA Management. A maximum period of 90 days will be allowed for the owner to complete the total garden of the property. This, however, excludes the street frontage/visibility and sidewalks of the dwelling, which must be completed before final inspection.

J5.11. Any consultation with the Estate Architect will be considered as professional consultation by the architect and professional fees will be charged by the architect.

J5.12. No deposit will be refunded before the final inspection and the occupation consent has been issued by the HOA Management.

J.6. Site Preparation

J6.1 No construction may commence unless a water connection (with a water meter) has been installed on site by the Local Municipal Council.

J6.2 No construction may commence unless an approved builders' site toilet has been installed. The entrance to the toilet must be screened.

J6.3 Within the boundaries of the stand, a suitable space must be screened off for contractors' daily washing, cleaning, and dressing purposes.

J6.4 To ensure the speedy delivery of building supplies, sites should be clearly identifiable with the correct site number. Such site number boards are to be erected on site, and not on sidewalks. All boards must be removed after completion of the project. No contractor advertising boards will be permitted on the Estate.

J6.5 Contractors must ensure that construction sites are suitably and sufficiently fenced off and provide controlled access points to prevent entry of unauthorized persons.

A minimum of 1.8m high diamond mesh fence must be erected and covered with shade cloth in a neat and orderly manner. No building material will be allowed on the sidewalk. Refer to Addendum H – Screening of Construction Site. A copy of the proposed screening solution is available from the Six Fountains Office.

J6.6 Before pouring concrete, a land surveyor certificate must be submitted to the HOA office confirming that the position of the foundation/raft was set out in accordance with the Surveyor General diagram of the stand and HOA approved site plans also stating no building lines were encroached.

The Estate Architect will conduct an inspection based off the surveyors' certificate prior to casting.

J.7. Conditions for Contractor Activity

- J.7.1. Building activity, including installations and delivery of supplies will only be permitted during the following times:
- 07:00 – 18:00 Weekdays (Excluding Public Holidays)
08:00 – 15:00 Saturdays (Excluding Public Holidays)
- J.7.2. Building contractors' personnel are not allowed to stay on site between 18:00 – 07:00 (No sleeping on premises.)
- J.7.3. No contractor's activity is permitted on Sundays, Public Holidays and during the builders' holiday during December and January every year.
- J.7.4. Emergency contractors such as plumbers, electricians, glass fitters etc., may be allowed after hours with approval from the Estate Manager.
- J.7.5. All the contractors' workers and/or contractors sub-contractor workers are only allowed to be transported by vehicle from the gate to the site, and vice versa. Contractor personnel are not permitted to leave the building site or walk between the gate and the site.
- J.7.6. Contractors' employees may not be transported through the gate – all contractors employees must utilise the access control points for egress.
- J.7.7. Only approved contractors and/or contractor's employees who are in possession of legitimate South African Identity Documents, or a valid foreign passport accompanied by a valid work permit, or a valid asylum document will be allowed access to the Estate. All contractors' workers and/or contractor's sub-contractor workers must apply for access at the HOA Office before entering the Estate.
- J.7.8. Any applicable payments for registration fees are solely done at the HOA office and a receipt will be provided. No payments to be done at the entrance gates.
- J.7.9. In specific cases, a day pass may be obtained at the Security Gate by presenting a valid South African Identity Document or a valid foreign passport accompanied by a valid work permit, or a valid asylum document. A day pass holder must adhere to any security or entry measure as stipulated in the security protocol.
- J.7.10. The site is to be kept as neat as possible. The most common forms of rubbish such as cartons, empty cement, and plastic bags etc., which pollute the site, as well as neighbouring sites must be collected and placed in waste containers daily. Sidewalks for all stands under construction should be cleared from building rubble every Friday until construction work is completed. Rubbish and/or rubble shall be removed weekly and not burnt or disposed of on the Estate. No rubble dumping on adjacent stands or on the pavement will be permitted.
- J.7.11. Contractors not adhering to the above mentioned may be liable for a recurring penalty until such rubble is cleared. Should a contractor be penalised, and the rubble was not removed within 48 hours, the HOA Management reserves the right to remove such rubble on behalf of the contractor at the cost of the contractor/owner.
- J.7.12. Materials off-loaded by suppliers that encroach onto the sidewalk or roadway must be moved onto the site by the Contractor. Material and/or rubble may not remain on the boundary or sidewalk, and it is the responsibility of the contractor/owner to ensure that these areas are cleared of such material. The same applies to sand or rubble washed or moved onto the road during building operations. This includes the adjacent properties,

nature areas and other open spaces.

J.7.13. Delivery of equipment and material in the Estate shall be denied access if the delivery vehicle exceeds 17m in length.

J.7.14. Under no circumstances may any building material be placed on empty stands or other open spaces.

Note: Building material may only be placed on the construction site.

J.7.15. No building boards, other than safety, stand identification and indemnity boards may be erected on the building site. (Not on sidewalk)

J.7.16. The owner shall be responsible for damage to curbs and/or plants on the sidewalks and/or damage to private, common and Estate property including damages arising from their families, tenants, visitors, friends, contractors and employees.

J.7.17. Should the HOA Management have any reservations regarding the conduct of the contractor and/or sub-contractor, the HOA Management reserves the right to contact a municipal inspector to suspend all building activity until such conduct is rectified, which it may do at any time, and free of recourse from the owners and/or contractor.

J.7.18. No alcohol or other intoxicating substance will be allowed on site. Workers who were dismissed from the site will be escorted by the contractor to the exit gate and will inform security to suspend their access to the Estate.

J.7.19. The electrical connection for the site is to be arranged through the Local Municipal Council, and no power may be used from a neighbouring site. Similarly, no water may be used from any fire hydrant or adjacent site.

J.7.20. The HOA Management reserves the right to do inspections during construction.

CHECKLIST FOR ARCHITECT AND AESTHETICS COMMITTEE

For pre-approval – submit only 1x colour set
Please use in conjunction with Six Fountains Rules of Conduct

1	SITE PLAN – MINIMUM SCALE 1:00	INDICATED	
1.1	The main dwelling, excluding garages, patios & verandas may not be less than 220 m ² , duets 190m ²		
1.2	Indicate stand number and street name		
1.3	Indicate north point correctly		
1.4	Indicate all site dimensions		
1.5	Indicate all buildings: Proposed and existing		
1.6	Indicate uses of buildings: Proposed and existing		
1.7	Indicate all dimensions from house to setback lines and house boundary lines		
1.8	Indicate all building lines		
	Single Storey	Double Storey	
	Street: 5m	Street: 5m	
	Side: 2m	Side: 3m	
	Back: 3m	Back: 4m	
	Building lines will not be relaxed. No subdivision will be allowed.		
1.9	Indicate all servitudes		
1.10	Indicate all boundary walls: Height and finishes		
1.11	Indicate adjacent stand numbers		
1.12	Indicate all screen walls (height and finishes)		
1.13	Indicate sewer connection		
1.14	Indicate municipal storm water discharge		
1.15	Indicate all entrances to property		
1.16	Create note on plan: “No imprint, half brick paving or tar surfacing allowed.”		
	1.16.1 Indicate vehicle entrance (type of finish)		
1.17	Indicate 1.2m walkway on sidewalk from the curb		

	1.17.1 Create note on plan: “Unobstructed by shrubs, trees, bushes, crushed rocked etc.”		
1.18	Indicate position of washing line (Not to be visible from street or neighbouring properties on ground level)		
1.19	Indicate position of refuse areas		
1.20	Indicate pool position, dimensions, and fencing (Create Note: self-closing & self-locking gates)		
1.21	Indicate pool pump position		
1.22	Indicate pool backwash pipe outlet position. Create note on plan: “Not allowed to fall to sewer system.”		
1.23	Depth of all water features may not exceed 300mm, if not, J2.10.1 will apply.		
1.24	Indicate position of existing trees on sidewalk (if applicable)		
1.25	Indicate contour lines		
1.26	Indicate instant lawn areas		
1.27	Indicate distance from garage to street boundary		
1.28	Indicate outline covered footprint		
1.29	All balconies to be screened from neighbouring properties for mutual privacy, subject to guidance from HOA		
2	WORKING DRAWINGS – FLOOR PLANS – MINIMUM SCALE 1:100	INDICATED	
2.1	Indicate use of all rooms (first and second floors) and dimensions		
2.2	Indicate overall dimensions		
2.3	Indicate wall thickness		
2.4	Indicate positions of all section lines		
2.5	Min room size 6m ² (Habitable)		
2.6	Indicate North point		
2.7	Indicate all areas and coverage:		
	2.7.1 Existing		
	2.7.2 Proposed		
	2.7.3 Site Area		
	2.7.4. Actual Coverage		

	2.7.5 Indicate Floor Area Ratio (FAR)		
	2.7.6 Create note on plan: Coverage permissible (Max 50%)		
2.8	Only 50% maximum solid street boundary walls are allowed		
2.9	Indicate sewer position to main connection and indicate all i.e's and invert levels and fall of flow		
2.10	Indicate 1m paving around house. (If no gutter and down pipes available.)		
2.11	Colour drawings		
2.12	Indicate scale of drawings (Minimum 1:100)		
3	WORKING DRAWINGS – ELEVATIONS – MINIMUM SCALE 1:100	INDICATE	
3.1	Maximum height may not exceed two storeys – Maximum height 10m from UFFL to roof apex		
3.2	Indicate all elevations (heights and finishes)		
3.3	Indicate North/South etc.		
3.4	Indicate contour lines		
3.5	Indicate all finishes		
3.6	Indicate all sections (heights and finishes)		
3.7	Indicate all screen walls (heights and finishes)		
3.8	Indicate all boundary walls (heights and finishes)		
	Not allowed:		
	3.8.1 Wire fences e.g. diamond mesh or wire netting, galvanized Clearvu or similar products		
	3.8.2 Devil's fork fences		
	3.8.3 Razor fences		
	3.8.4 Picket fences		
	3.8.5 Precast walls		
	3.8.6 Wooden fences		
	3.8.7 Full palisade fencing		
3.9	Indicate window and door finishes and types		

	Only wooden and aluminium frames are allowed		
3.10	Indicate roof finishes (colour and type)		
	Not allowed: Galvanized or shiny roof finishes		
	All patio, veranda, carport, and outbuilding roof finishes must match the main dwelling, alternatively concrete roofing		
3.11	Indicate all floor lines and ground lines		
3.12	Indicate finish to neighbour's boundary wall		
	Minimum allowed: Stock brick with flush joints and perils		
3.13	Indicate drainage ducts on elevations, fall and flow, vent pipes, etc.		
3.14	Create plumbing note on elevations: "No exposed plumbing on elevations."		
3.15	Indicate geyser position – If Solar, only split-type systems are allowed		
	Not allowed: External wall or roof mounted geysers		
3.16	Indicate garage door (type and finish)		
	Not allowed: Galvanized or transparent finish		
3.17	Indicate scale to drawings – (Minimum 1:100)		
3.18	Colour drawings		
3.19	Submit elevations drawing indicating paint colours or paint samples including roof, balustrades, and walls.		
4	WORKING DRAWINGS – SECTIONS – MINIMUM SCALE 1:100	INDICATE	
4.1	Indicate all sections		
4.2	Indicate height and finishes (floor to ceiling)		
4.3	Indicate foundation sizes		
4.4	Indicate ground levels – Natural Ground level may not increase by more than 500mm		
4.5	Indicate floor levels		
4.6	Indicate floor and surface bed sizes		
4.7	Indicate all scales to drawings (Minimum 1:100)		
4.8	Indicate all roof finishes and construction		

4.9	Colour drawings		
4.10	Indicate construction type and finishes		
4.11	Indicate engineers' specifications (if applicable)		
5	WORKING DRAWINGS – GENERAL – MINIMUM SCALE 1:100	INDICATE	
5.1	Granny flats – Must be linked structurally and visually to the main dwelling		
	5.1.1 Indicate total area house		
	5.1.2 Indicate area of granny flat		
	5.1.3 Indicate access to granny flat		
	5.1.4 Indicate entire plan of house		
	5.1.5 Granny flat max size 50m ²		
	5.1.6 Colour drawings		
	5.1.7 Indicate scale of drawings (Minimum 1:100)		
5.2	Other		
	5.2.1 Submit complete window and door schedule indicating all finishes and sizes or catalogue numbers		
	5.2.2 Indicate detail of all gates (height and finishes)		
	5.2.3 Indicate details of boundary walls (height finishes and foundation details)		
	5.2.4 Indicate handrails and balustrade details (if applicable) finishes and dimensions		
	5.2.5 Submit four sets of drawing (2 coloured, 2 black & white) after HOA approval has been obtained		
	Minimum size: A1 hardcopy		
	5.2.6 Submit colour charts indicating proposed paint colours for roof and walls		