



**ZAMBEZI COUNTRY ESTATE
HOMEOWNERS' ASSOCIATION**

(Reg. No.: 2005/016517/08)

v6g

ESTATE'S CONDUCT RULES

Note: These Rules are registered with the CIPC (Certification of Intellectual Property Council), embedded in the MOI (Memorandum of Incorporation) which is on its turn is embedded in the Companies Act, 2008, Act 71 of 2008.

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1. INTRODUCTION

1.1 GENERAL

The objective of the ZHOA is to provide a **high quality lifestyle for the residents** and the intention of these rules is to cater for the **protection of this envisaged lifestyle**. Happy and harmonious community living is only achieved when residents use and enjoy their private property as well as the Public Open Space and Common Facilities in a considerate manner. The pride of the Estate depends on the extent of the contribution of every resident towards **maintaining a pleasant and safe environment** as well as a **neat and attractive streetscape**. The **security of the Estate** is regarded as of paramount importance.

These **rules** have been established in terms of the **Companies Act (Act 61 of 1973 and Act 71 of 2008)**: Article 60 (1), Regulation 18, the **MOI (Memorandum of Incorporation)** and the **Statutes** Article 2.10.2, rule 4: Committees Section 16 and are **binding upon all residents in the Estate**. Residents are also **bound by** any decision taken by the Board of Directors in interpreting and enforcing these rules. In respect of the interpretation of these rules, the **decision of the Board is final and binding**, subject to the provisions of clause 26. In the interpretation of any rule, words will carry the normal meaning, as found in the general tongue.

Whenever a resident or owner is **uncertain about any rule of the Estate**, the resident or owner has to clarify the uncertainty with the HOA Management before any action or decision is taken by the owner or resident.

All projects to be initiated by an owner or resident on a residential stand must first be registered with the HOA Management and approval for the proposed project must be obtained before any action can be taken.

Only **one family** and **family dwelling per erf** on this residential Estate is permitted. **Granny flats** are permitted for granny-like persons. **Boarding or lodging houses, Guesthouses or renting for commercial purposes** is not permitted on Zambezi Country Estate.

All **correspondence** with/to owners/residents will be done electronically and will be regarded as delivered and accepted by the owner/resident as from the date it was sent from the HOA office.

The **stand number** must be quoted in all correspondence and mails to the HOA Offices.

All **rules of the Estate** are applicable to all residents and owners at all times.

Note: The latest version of this document is applicable and replaces all previous versions of the document. It is also applicable to all parties involved.

1.2 DISCLAIMER

Any person wishing to enter the Zambezi Country Estate and/or make use of the Public Open Spaces or Common Facilities in the Estate does so at his **own risk**. The ZHOA and its members, agents, employees and appointees, shall **not be liable** for any injury, loss or damage sustained by any owner, resident, or any other person or property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees of the ZHOA. Without in any manner derogating from the above, all entrants to the Estate make use of the streets thereon, whether Public or private, at his own risk. Whilst every effort is made to secure and monitor the Estate, the ZHOA and registered owners, all their agents, employees or appointees shall not be deemed to have warranted the **safety** of any owner, resident or other persons or property (whether moveable or immovable) on the Estate.

1.3 WARNING

The Estate has a security system comprising of **perimeter security, access control and physical patrolling**. The system has a **detection purpose** only. It serves as a deterrent and is not guaranteed to prevent any **intrusion** into the Estate. On the Estate perimeter, the fence is electrified and could cause injury if touched.

1.4 INSPECTIONS & MAINTENANCE

No resident may refuse access for the HOA Management to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.

2. BINDING NATURE OF THE RULES

2.1 All the **Estate's rules, contents of official documents, annexures to documents, circulars, policy documents, procedures**, etc. and the **duties of an owner** in relation to the use, occupation and enjoyment of his erf and the use and enjoyment of the Public Open Spaces and Common Facilities shall be **binding on all owners and residents** and it shall be the duty of the owner of the erf to ensure **compliance with all these rules** by the lessees or other occupants of his erf, including the family members, guests, visitors, workers, **building contractors and other contractors** of the owner or resident.

2.2 In the event of any **breach of these rules by an owner** or other resident or the family members, guests, visitors, workers, **building contractors or other contractors** of the owner or

resident, such breach shall be deemed to have been **committed by the owner**. Without prejudice to the afore going, the Board shall be entitled to take or cause to be taken such **steps against the person actually committing the breach** as they may in their discretion deem fit, with or without **proceedings against the owner**. Any contravention of these rules by any person who gains **access to the Estate** under the authorisation of an owner shall **be deemed to be a contravention by the owner**.

2.3 Should the owner or other resident of an erf or the family members, guests, visitors, workers, building contractors, service providers or other contractors of the owner or resident cause **damages** to the Public Open Spaces and/or Common Facilities, **the owner of the erf** shall be liable to the ZHOA for the **costs of repairs**.

Owner of the erf shall be liable for and pay all **legal costs**, including costs as between **attorney and own client** and expenses and **charges incurred by the ZHOA in enforcing compliance with these rules and the Board may add all legal costs, expenses and charges incurred by the ZHOA** to the **levy statement of the owner** and **recover the legal costs, expenses and charges from the owner** as a levy debt.

2.4 All **complaints** by residents and owners must be forwarded to the **HOA office** and **in writing**, if possible with photo evidence of contraventions of the rules of the Estate.

2.5 The responsibility always lies with the owner of a property to acquaint him- or herself primarily regarding the **contents of all rules of the Estate** at all times. The responsibility doesn't lie with the HOA or the Management. No owner can state at any time that he or she was uninformed or unaware of a specific rule of the Estate. The rules are also available on the website of the Estate for personal empowerment by the owner and hard copies can be obtained from the HOA Office.

2.6 A **new owner of a property on the Estate** must make an appointment with the Building Development & Aesthetical Environment Manager at the HOA Offices in order to be inducted on the Estate, its rules, the Estate's culture & practices as well as applicable general information.

2.7 All the safety measures as determined by the Safety Act, the **Occupational Health & Safety Act, Act 85 of 1993**, as well as its **Regulations** is applicable to all building related and other projects on the Estate at all times. The rules of the Estate, the National Building Regulations, the Laws as well as the Bylaws of the City Council is also applicable and must be adhere to at all times.

3. DEFINITIONS AND INTERPRETATION

3.1 In these rules, unless the context indicates otherwise, the following words and expressions shall have the following **meaning**:

3.1.1 **Articles** shall mean the Memorandum of Incorporation, Articles of Association of the ZHOA and all Rules as amended from time to time.

3.1.2 **Building contractor** shall mean any person who engages in the construction of a new dwelling or additions to, or the alteration or renovation of an existing dwelling or the erection of a pergola, fence or boundary wall or retaining wall or the laying of paving, building of a swimming pool or any other structure, whether for himself or on contract or subcontract for an owner and shall include all personal of such building contractor.

3.1.3 **Building plans** shall mean the building plans for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of an existing dwelling or for the erection of a pergola, fence or boundary wall or retaining wall or the laying of paving or building of a swimming pool or any other structure.

3.1.3 **Building Manager** shall mean the Manager of all building and aesthetical activities at the Zambezi Country Estate as appointed by the Directors.

3.1.4 **Common facilities** shall mean those facilities erected or constructed by the ZHOA on it property, which includes, inter alia, the HOA Office block, security buildings, tennis courts, change rooms and maintenance facilities that may be used by all residents for the purposes and on the conditions determined by the Board from time to time.

3.1.5 **Controlling architect** shall mean the architect appointed from time to time by the Board for aesthetic control of all building plans prior to submission thereof to the municipality approval.

3.1.6 **Board of Directors** shall mean the Directors appointed and elected from time to time in accordance with the provisions of the Articles and hereafter referred to as the Board.

3.1.7 **Employee** shall mean any person employed on a temporary or regular basis in the Estate by the ZHOA, the Managing Agent or the Estate Manager.

3.1.8 **Erf** shall mean an erf in the Estate.

3.1.9 **Estate** shall mean the township area Montana Gardens and some of its extensions, commonly referred to as Zambezi Country Estate.

3.1.10 **Estate Manager** shall mean the Manager at the Zambezi Country Estate as appointed by the Directors.

3.1.11 **Levy** shall mean the monthly subscription levied by the Board in terms of the Articles to defray the costs of managing and administering the Estate.

3.1.12 **Managing agent** shall mean the person or entity appointed by the Board to assist it with the day-to-day administration of the Estate, its affairs, transactions and finances.

3.1.13 **Municipality** shall mean the City of Tshwane Municipality and its successors in title.

3.1.14 **Owner** shall mean the registered owner of an erf in the Estate.

3.1.15 **Public open spaces** shall mean the land registered in the name of the ZHOA reserved for the purposes of parks, sport, playing, resting or other forms of recreation, the access to which is controlled by the Board, including the HOA Office block and surroundings, the bird hide and all other parks and gardens,

3.1.16 **Protected areas, green areas, wetland areas** shall mean those areas in the Estate that have been identified and/or have been declared protected areas in terms of Regulations R1182 and R1183 of the Nature Conservation Act or DWARF or referred to in the ROD issued in terms of the Act.

3.1.17 **Resident** shall mean any legally registered person residing in the Estate, irrespective of whether he is an owner, a family member or the relative of an owner, or a legal and HOA registered tenant occupying property of an owner in terms of a legal lease agreement.

3.1.18 **Rules for the control of building activities** shall mean the rules to control all building activities in the Estate for compliance by all owners, building contractors and service providers which rules shall form part of these rules.

3.1.19 **Service provider** shall mean any person who performs a maintenance, installation or repair service in connection with a property in the Estate, whether for himself or on contract or subcontract for a resident or the ZHOA.

3.1.20 **Rules** shall mean all the applicable rules of the Estate, conduct rules, building rules, residential project rules, architectural design rules, including all other rules, guidelines, annexures, MOI, or directives resulting from these.

3.1.21 **Worker** shall mean a construction worker or the domestic worker or gardener employed by a resident.

3.1.22 **ZHOA** or **HOA** shall mean the Zambezi Country Estate Homeowners Association Reg. No 2005/016517/08, established in terms of Section 21 of the Companies Act.

3.2 The **headings to these rules** are for convenience of reference and shall be disregarded in construing these rules.

3.3 Unless the context clearly indicates a **contrary intention**:

3.3.1 words importing the singular shall include the plural, and vice versa;

3.3.2 words importing the masculine gender shall include the feminine and neuter genders, and vice versa; and

3.3.3 a reference to natural persons shall include **trusts, partnerships** and other **legal persons** and vice versa.

3.4 Where **figures** are expressed in **words** and in **numerals** in a rule, the words shall prevail if there is any conflict between the two.

3.5 **Words and expressions** used herein and in the Articles shall have the meaning assigned to it in the Articles.

3.6 If any **rule is in conflict** with a provision of the Articles, the provision of the Articles shall take precedence. If any **paragraph** of a rule is in conflict with each other, the interpretation of the Management shall take precedence.

3.7 When any **number of days** is prescribed in these rules, and the exact reckoning of these days are not prescribed, then the number of days shall be reckoned exclusive of the first and inclusive of the last day, unless the last day falls on a Saturday, Sunday or a proclaimed Public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed Public holiday.

3.8 All **annexures to these rules** shall be deemed to be incorporated in, and **form part of**, the Conduct rules as such.

- 3.9 Owners and contractors are not allowed to **interpret rules** their own way or to make their own assumptions of rules to suit their own situations. The interpretation of rules done by the Building and Aesthetical Manager of the Estate is the correct interpretation. Rules of the Estate must be obeyed by the owner, owner builder, main building contractor, sub-contractor, etc. consequently and persistently! Rules are made by the Management of the Estate and endorsed by the Board of Directors and not by owners, residents, contractors or workers.
- 3.10 When an owner or contractor is **advised, reprimanded or punished** about the contravention of the Estate's rules, the owner/resident/owner builder/contractor must not reflect away from the contravention and generally refer to another neighbour's situation or anyone else's matters. The contravention referred to must be acknowledged and attended to without any delay. The HOA Management takes care of other peoples' situations and matters in a professional and individual way, and according to set procedures. The Management is not allowed to disclose any information about complainants, other people's or neighbour's info, letters, details, etc. to any resident, neighbour or to any other person requesting such information, except in the case of the approval of house plans. The POPI Act prevents the HOA to disclose information.
- 3.11 Owners or contractors must never expect from the HOA Management to serve as their **messengers** when an owner have conflict with his/her neighbour, contractor, service providers, etc. The HOA Management is not permitted to intervene in such or similar cases.
- 3.12 The **procedures** for the Pre-Clearance Activities & **Pre-Clearance Inspections** and all other inspections have to be followed at all times, no exceptions will be allowed at any time.
- 3.13 If a **Stand File (SF)** is not complete or the **Pre-Clearance Inspection (PCI)** is not successful, no Building Project Clearance Certificate (BPCC) will be issued and the building site will be closed for construction related activities. Registered construction workers' access to the Estate will be cancelled and they have to re-register again. If building related activities did take place illegally, penalties will be imposed on the owners' levy account automatically.
- 3.14 If the **behaviour** of a main building contractor, owner builder or sub-contractor is of adverse nature or of mal-behaviour during the building process, or, if e-mails have to be forwarded on a continuous basis in order to rectify behaviour or related to any aspect on the building site, such person will be put off the building site immediately by the Building Manager of the Estate without any further notices. Access to the Estate will be denied, and he/she will not be accepted to do any form of construction related work on the Estate again/ever.
- 3.15 Although a main building contractor or owner builder signed a document or an agreement on a specific date and some changes or adjustments to such document were made afterwards, the **most recent version** of such document is applicable to the original signed document.
- 3.16 All **construction related projects and others** on the Estate **must be registered** with the HOA. All **workers or people, relatives or friends** working on a building site or on a residential stand executing any type of project activity must be registered with the HOA. Possible projects are: New home building construction project on an open stand, additions, renovations, fish ponds, paintwork, maintenance, paving, electrical work, louvre roofs, louvre decks, lean-to's, carports, swimming pools, etc.
Control on worker or people access to the Estate in relation with any project, must be executed at all times.
Damage to any infrastructure of the Estate caused by whatever reason, must be aware of at all times.
 Before the **re-paint of a residential house** on the exterior can take place, the new earthly colour samples have to be submitted to the Building Manager in order to be approved by the Aesthetical Committee before the paint work can start.
- 3.17 **All rules** of the Estate are applicable to all residents, owners, contractors, workers and service providers, etc., at all times.
- 3.18 **Note:** If the **behaviour** of a main building contractor, owner builder or sub-contractor is of

adverse nature or of mal-behaviour during the building process, or, if e-mails have to be forwarded on a continuous basis in order to rectify behaviour or related to any aspect on the building site, such person will be put off the building site immediately by the Building Manager of the Estate without any further notices. Access to the Estate will be denied, and he/she will not be accepted to do any form of construction related work on the Estate again.

4. ESTATE SECURITY

4.1 SECURITY RULES

In the interest of providing an **effective security system**, residents shall at all times **adhere to the security rules as prescribed from time to time**, and residents shall at all times **respect and treat** the security personnel in a courteous and patient manner.

4.2 THE ESTATE SECURITY IS DESIGNED TO FUNCTION AS FOLLOWS:

4.2.1 The Estate shall provide an **access control system**, which shall be manned 24 hours per day, but **residents are however responsible for their own safety and protection of their own private property.**

4.2.2 On application and full motivation, residents can be issued with **access cards** only if no fingerprint can be identified. A card as a substitute for **finger print access** will be issued at a fee as determined by the Board from time to time. The card is a personal card and can only be used for personal access and can't be transferred or used by another person. When any form of misuse is suspected, the card will be cancelled at once. The security company will allow vehicles with access cards free access to the Estate.

4.2.3 Residents who are not in possession of an **electronic access card** or **the card was cancelled for whatever reason** or **no finger print access** must sign the **Access Control Register** every time they enter or exit the Estate.

4.2.4 **Building contractors and other contractors** having **business in the Estate** together with their **permanent and temporary workers** will be issued with contractor's access cards or finger print access and contractor's employee access permits on application and motivation and upon payment of the fee determined by the Board from time to time. Building contractors shall **furnish the Estate Management with all the documents** as may be required including **police clearance.**

4.2.5 If possible, the Security Centre at the gate should be advised **in advance** of the pending **arrival of visitors**, and particulars relating to **vehicle registration numbers** and the **address to be visited.**

4.2.6 At night, the Estate will be **patrolled** on a random basis by **security guards.**

4.2.7 All **residents, domestic workers and other persons** who reside or work on the Estate must be **registered with the HOA's Security Centre** and must **complete the required registration forms.**

4.2.8 The **perimeter wall and electric fencing** serve as a **deterrent and detection function** and are **not guaranteed to prevent a determined attempt at intrusion into the Estate.**

4.3 PRIVATE SECURITY

Residents may employ **private security companies** should they wish to do so, but this however in no way excludes them from their obligations to the ZHOA. All **private security is the responsibility of the resident.** Residents must ensure that **no more than one security board** is placed on the perimeter wall of an erf. The **ZHOA will remove, and dispose of any excess boards.**

4.4 ACCESS CONTROL

The entrance to the Estate has been equipped with a computerised **access control system** for the safety of residents. The **co-operation of all residents** is needed to ensure the successful operation of the system. **Residents shall comply with the access control procedures** resulting from these rules. For the complete information regarding access control, contact the HOA office for the latest version of the access procedures.

The **intercom access** of an owner who **doesn't reside** on the Estate will not be activated for access functioning regarding tenants or visitors. It will only be activated for the period that the owner stays physically on the Estate.

The **intercom access** will only be activated **for tenants** with legal letting contracts that is approved by the HOA. An owner is not permitted to open access illegally for a tenant under any circumstances.

Residents **contravening the access procedures** and rules have to face the R5000,00 spot fine with immediate effect as well as legal action.

4.5 PRECONDITIONS TO BE A CARD OR PERMIT HOLDER

Access cards, finger print access or permits may only be issued to residents and/or residents building contractors if their financial liabilities towards the ZHOA have been met in full. Levies and building deposits must be paid up to date before access onto the Estate can be registered or any project on the Estate can commence. The access cards of persons who are in **arrear with the payments mentioned** will be disabled until such accounts have been settled. The only **alternative way** that these persons could obtain access to the Estate is by **completing and signing the Access Control Register**.

This rule is enforced by **the Board**. The Security Officers at the entrance gates have no discretion to this matter and can't make any decisions in this regard. The **identification documents (ID's)** of all applicants must be **available for inspection** by the Estate Management as well as the security company at all times. No access card / permit can be issued to a person without a valid **identification document**.

4.6 VISITORS TO RESIDENTS

Visitors or guests of residents shall adhere to the **instructions of Security** to gain access to the Estate.

4.7 DOMESTIC WORKERS, GARDENERS and other WORKERS

Residents shall ensure that their **domestic workers and gardeners are registered** with Security and shall ensure that they adhere to the **security measures** as may be applicable from time to time. All domestic and garden workers must be registered at the security office for access. They will be issued with an **identification card**. No domestic or garden worker or worker may enter the Estate by means of an **owner's private vehicle** through the residents or visitors' entrance gates. Such domestic or garden worker or other worker must enter and exit the Estate through the **turnstile** and by means of the finger identification access. Contravening these rules will contribute to the impositioning of a penalty on the levy account of the owner automatically.

The rules on **transporting** of all workers as stipulated in the Building Rules are fully applicable. Domestic workers, Gardeners and all other workers must be in possession of their **ID's** at all times.

4.8 ALARM SYSTEMS FOR HOUSES

All residents are encouraged to install, at own cost, an **alarm system in their residential homes**.

4.9 ACCESS BY ESTATE MANAGEMENT TO ERVEN / PROPERTY / BUILDING SITES

4.9.1 After having received reasonable notice from the Estate Management, an **owner must allow** a person authorized thereto by the Estate Management to enter his Erf to do inspections, **prune trees, shrubs and plants** which interfere with the proper functioning of the **security system** or **to repair or carry out maintenance** of any **pipes, wires, cables and ducts** existing on the erf concerned and being used or capable of being used in connection with any Public Open Spaces or Common Facilities, including the security system.

4.9.2 The Estate Management may gain access to erven for the aforementioned purposes during the **absence of the resident from his property**.

4.9.3 For **inspections to building sites** the Estate management or appointees has the **unconditional right to visit any site** whenever it is convenient for the management to do so and to **assess whether all the rules of the Estate is followed** during **building construction, maintenance and aesthetical environment inspections, etc**.

4.9.4 The Building & Aesthetical Manager of the Estate or his appointee will do **weekly aesthetical inspections** of residential stands, houses and structures in order to ensure that structures and houses are well maintained and the aesthetical environment is clean, save and in accordance with the rules of the Estate. The permission from an owner for **managerial access** to stands that must be inspected annually for the aesthetical appearance of a residential house or structure, or for the purpose of investigations, is not required.

4.10 ABSENCE FROM PREMISES

Residents are requested to **inform the Estate Manager or Security** if they will be **away from their premises** for a period of **longer than 4 (four) days**. Residents shall furnish the Estate Manager or Security with their **contact details** and/or the **contact details of the person/s that will be occupying the premises** during that time, to enable the Estate Manager or Security to

contact the resident during his absence if needed. The ZHOA accepts **no responsibility** for the premises.

5. ESTATE BOUNDARY WALL AND FENCE

5.1 No person may **damage or remove any part** of the Estate's boundary wall or security fence.

5.2 **No attachments** may be made to the boundary wall or security fence without the prior written approval of the Estate Manager.

5.3 **No signage** whatsoever may be erected against or on top of the boundary wall or security fence.

5.4 Residents living on property adjacent to the Estate boundary wall or perimeter must ensure that a minimum area of **1.5 meter** on the inside of the Estate's boundary brick wall or palisade fence are **kept clean** of any flora or any other obstruction to ensure that the **maintenance of the boundary wall** and **electric security fence** and security patrolling can be carried out.

5.5 **No resident may refuse access** to their property if any form of maintenance (preventative or current) must be carried out to the boundary wall / palisade fence or security related equipment (trimming of plants). Repairs and maintenance will be coordinated with the Management. Residents must be cooperative regarding any fence / wall related issues, as this poses a major security risk and impacts on all residents within the Estate.

5.6 Whenever the **Estate's boundary wall** forms part of the boundary walls of a stand, the Estate's boundary wall must be maintained by the owner of the stand.

6. SERVICE PROVIDERS

6.1 A resident who wishes to employ a **Service Provider** for a single engagement or a series of irregular engagements must **notify the Estate Security Personnel** at the Main Entrance and provide them with the **name** and **expected arrival time** of the Service Provider. Such a Service Provider must complete the **access control register** on each entry.

6.2 Residents must inform the Estate Security Personnel at the Main Entrance if they have engaged a **Service Provider on a regular basis** to perform a service at their property and provide the name of that Service Provider. A Service Provider who has regular engagements in the Estate shall **register** with the Estate Manager by completing the prescribed application form, and may in the sole discretion of the Estate Manager be provided with access cards for themselves and their employees.

6.3 Service Providers may not place any **sign advertising their or other business** on any property on the Estate. Only the official **magnetic boards** at the main entrances may be used, at a specified cost obtainable at the HOA Offices. Bookings for these boards in advance are essential. No **flyers** may be handed out at the main entrance gates to the Estate, except that of the HOA. No informative, requesting or advertising flyers may be pasted to any place at the main entrance gates, except that of the HOA.

6.4 A **Service Provider** may be **present on the Estate** or operate only during the following **working hours**:

Monday to Thursdays : 06:00 – 18:00

Friday : 06:00 – 16:00

Saturday : 07:00 – 15:00

In case of **after hour emergency repairs** to be performed the resident must **inform the Security Personnel** at the Main Entrance to obtain approval and access for that specific repair

6.5 An application for permission to **work outside the normal working hours**, together with the **written consent of all adjacent neighbours**, must be lodged with the Estate Manager at least **5 (five) working days prior to the intended work**, unless the Estate Manager, in a particular instance, agrees to a shorter period.

6.6 **Sundays** and **Public holidays** and the period between **16 December and the 2nd week of January**, are **not normal working days/periods** and no Service Provider may work in the Estate on these days/period. A Service Provider may, however, on written application and in the discretion of the Estate Manager be allowed to work on these days only if the **application**, together with the **written consent of all adjacent neighbours**, is lodged **in writing** to the Estate Manager for consideration and agreed to or not. The ZHOA office will be closed during these periods.

7. TRAFFIC CONTROL AND USE OF ROADS

7.1 The **roads** of the Estate are for the **movements of all residents**, whether by foot, or by mechanical means. **Vehicles must yield to pedestrians**, as pedestrians shall have the right of way.

7.2 Residents are to note that pedestrians may **cross the roads at designated crossings** in the Estate. Such crossings have right of way and pedestrians should be allowed to cross before motorists. Motorists must always **approach crossings** with great caution. Pedestrian crossings are to be regarded as **yield signs**. Should pedestrians be noticed at these crossings, motorists must bring their vehicles to a complete **stand-still**. The Estate Manager has the authority to apprehend and **fine motorists** who disregard these crossings.

7.3 **Parents are solely responsible if their children** are playing in roads. This behaviour must be discouraged.

7.4 Unless specifically stated otherwise in these rules, the **normal statutory traffic laws** apply in the Estate in accordance with Regulations of the Road Traffic Act, (Act 75 of 1984). Any transgression on the Road Traffic Act of South Africa, Act 75 of 1984 will be considered to be misconduct in terms of these rules and the Board have the right to **introduce fines** and enforce payment of fines for such **misconduct** in addition to any fine imposed by the authorities in terms of the Road Traffic Act, Act 75 of 1984.

7.5 The **speed limit** on the **Estate is restricted to a maximum of 40 km/h** all over the Estate. Vehicles must at all times be operated with the utmost care on the Estate and with respect to pedestrians. Vehicles may not be operated on **private properties, green areas** or on **open stands** or anywhere other than on the Estates' **tar roads**.

7.6 No **unlicensed vehicle** or **non-roadworthy vehicle** will be **allowed to use the roads** or Public Open Spaces in the Estate.

7.7 No **unlicensed drivers** may be allowed to operate a road going mechanised vehicle on roads or Public Open Spaces in the Estate.

7.8 Vehicles that, in the opinion of the Board, produce excessive **noise** will be prohibited from entering the Estate and/or being operational in the Estate.

7.9 No **"veldt" motorcycles**, such as scramblers, quad bikes, three wheelers, golf carts etc. will be allowed to use the roads or Public Open Spaces if they would not be allowed on a normal Public road. Only **licensed and roadworthy vehicles will be allowed**. **Unlicensed vehicles** must be transported by trailer or by LDV.

7.10 Use of the roads will be restricted in terms of noise emission and the Estate Manager has the sole delegated power to determine if a **vehicle is unnecessarily noisy** or not. The Estate Manager may **bar the use** of that particular vehicle from further use on the Estate, until such time as the **necessary modifications** have been done to the vehicle. The Estate Manager must **evaluate** the vehicle prior to it being used again on the Estate. If the permission to resume use has not been received, the offender will be **finned** to an amount equal to the normal fine for violations applicable at the time of transgression.

7.11 Users of **Ride-on lawnmowers** have to adhere to the same rules as depicted in 7.9 and 7.10 above. No such lawnmower, save for the official Estate mower in use to maintain the Public Open Spaces will be allowed to **utilise the roads** or to be used as a mode of transport in the Estate.

7.12 **Vehicles may not be left unattended** in such a manner that they may cause an **obstruction to other road users**.

7.13 Residents must temporarily park their visitors' vehicles on the **designated parking bays** at the HOA Offices when parties or functions are going to take place at a residential stand. The Management must be informed at least two weeks in advance and in writing about such request and arrangement in order to get the necessary permission from the HOA.

The owner has to **arrange for access for the visitors** with the Security Company and with the HOA in writing and in advance, as well as for **transport between the HOA Offices' parking bays and the owner's residential stand** where the function or party is going to take place. Visitors must be transported and are not permitted to walk on the Estate or between the parking bays and any residential stand.

No vehicle may be stood, parked, semi parked, permanently parked or stored on a **residential stand, vacant erven, open stand, Public Open Spaces, green areas, wetland area, sidewalks, sidewalk lawns, pavements or where it effects the natural aesthetical appearance of the Estate**. The Management may cause to be removed or **towed away**, or the **wheels to be clamped**, at the **risk and expense of the owner** of the vehicle, including the payment of a **release penalty** in respect of the release of the vehicle, as determined from time to time by the Board of Directors or Management, any vehicle, parked, standing or abandoned on the Public Open Spaces, roads or on a vacant erf in contravention of these rules.

7.14 **Bicycles** shall have preference in the usage of the Estate roads over that of vehicles. Children and cyclists must however adhere to all the **rules of the road** as well as the **rules of the estate** regarding road usage. Bicycles may not be operated on **sidewalks**, but may be used in the parks and on the pedestrian walkways, subject to the conditions imposed from time to time by the Board.

7.15 **Skateboards, roller blades and similar** may not be used on roads, sidewalks, Public Open Spaces, concrete benches at parks and pedestrian walkways on the Estate.

7.16 **No motorised modes of transport of whatever nature**, except for the Estate's maintenance vehicles, are allowed in and on the designated paths, parks or Public Open Spaces.

7.17 **No shortcuts** may be taken through **open stands** or by shortcutting traffic circles and trespassing traffic rules of the Estate as well as that of the City Council.

7.18 **Tail gating** of vehicles through the entrance gates of the Estate is not permitted in any way. Penalties will be imposed on the levy account of an owner each time tail gating takes place.

7.19 Fine for contravening any **traffic rule of the Estate**: R2500,00 per contravention.

8. PUBLIC OPEN SPACES, GREEN AREAS AND COMMON FACILITIES

8.1 The **Public Open Space** and **Common Facilities** are for the benefit and use of all residents who shall use and enjoy the Public Open Spaces and Common Facilities in such a manner as not to unreasonably **interfere with the use and enjoyment thereof by other residents**. The Public Open Spaces and Common Facilities are for the leisure and use of all residents and their guests, on condition that such use does **not interfere with** or **negatively affect the rights** of other residents. It is recommended that residents limit the **number of guests to no more than 20** people. If more people are to be accommodated, **prior approval** must be obtained from the Estate Manager in advance during normal **office hours**.

8.2 The Board **reserve the right of admission**, use and enjoyment to the Public Open Spaces and Common Facilities. This right to deny a person admission will only be exercised in respect of any person who **persistently breaches** the provisions of these rules. **Residents** shall be **responsible and accountable** for the **actions of their guests** and must **inform their guests** and their children of these **rules**. The ZHOA reserves the right to have any person(s) not complying with these rules, **removed** from the Public Open Spaces and Common Facilities.

8.3 Residents shall **comply** with the following provisions, in respect of the use of the Public Open Spaces and Common Facilities:

8.3.1 The Public Open Spaces and Common Facilities may **not be damaged** in any way.

8.3.2 No **trees or other flora** may be **removed** from or planted on Public Open Spaces without prior written permission of the Estate Manager.

8.3.3 **Picnics** are permitted in designated areas only.

8.3.4 All **dogs** must be on a leash when present on the Public Open Spaces and the **excrement of the pet must be removed** and suitably discarded by the pet owner.

8.3.5 **Pets** may not be allowed to enter **water features**.

8.3.6 No persons other than residents or their guests may use the **walkways** or Public Open Spaces.

8.3.7 The **dams** may be used for fishing on a "**catch and release**" basis and **no swimming** is allowed in the dams.

8.3.8 **Vehicles** may not be **parked** on Public Open Spaces, except in the designated parking bays.

8.4 The following conduct is **prohibited or not allowed** in public or on the Public Open Spaces, walkways and Common Facilities:

8.4.1 The **use of alcohol or illegal substance (drugs)**.

8.4.2 **Excessive noise** is not allowed, and therefore no audible music, loud instruments or any other form or source of noise (including vuvuzelas, car hooters, etc.) will be allowed.

8.4.3 **No motorised bikes, scooters, quad bikes, or motorised toys** are allowed.

8.4.4 **No open braais, open fires or fireworks** are allowed.

8.4.5 **No temporary or permanent structures**, including tents, display boards or the like, that is not part of the approved landscaping may be erected. Temporary permission for temporary structures may however be granted by the Estate Manager upon application by a resident, including for items such as inflated jumping castles. The location, noise levels etc. will be some of the criteria evaluated by the Estate Manager, before permission is granted.

8.4.6 **Tampering with and unauthorised use of any equipment or written notices** located in or on the Estate, **construction sites** or on the **Public Open Spaces** is not allowed, and **strong action** will be taken against such offenders, which may include laying **criminal charges against offenders**. Damage caused by residents or their children and guests will be for the account of the owner.

8.4.7 **No rubble or refuse** may be **dumped or discarded** on the **Public Open Spaces**, on **green areas**, on **vacant stands** or on **erven/stands**. Contraventions will be punished with prosecution by means of the **City Council's bylaws**.

Furthermore, the **HOA will remove the rubble or refuse** and in the case where the perpetrators are known, will do so **at the costs of the perpetrator**.

8.4.8 **Littering of any kind** is strongly prohibited and a **fine** will be issued automatically and immediately for this offence. The Estate Management may **issue spot fines** for dumping or littering. Under no circumstances may building materials, top soil, sand, concrete, cement, bricks, tiles, bags, plastic strings, paper, garden refuse, domestic refuse, lawn cuttings or whatsoever be dumped/kept/stored on an open stand, green area, pavement, etc. by an owner/resident – it must be kept inside the boundaries of the owner's stand.

A particular appeal is made to residents to develop the habit of **picking up and disposing any litter** encountered on the Public Open Spaces.

8.4.9 **Fauna of any nature** may not be harmed or trapped on any Public Open Spaces, be it by people or by dogs.

8.4.10 **Swimming pool water** may not be emptied onto the Public Open Spaces, green areas, neighbours' stands, etc. but must be channelled into the street's **storm water system**. **Permanent ducting** for swimming pool waste water has to be installed by residents or their contractors who install pools on premises.

8.5 All Public Open Spaces and Common Facilities are **used at own risk**. Any person present in the Estate or using any of the Public Open Spaces and Common Facilities does so entirely at his own risk.

8.6 No person shall have any **claim against the ZHOA** of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The ZHOA, the Board and the Estate Manager shall not be **liable for any injury, loss or damage** of any description that any person may sustain, physically or to his property directly or indirectly, in or about the Estate nor for any act done or for any neglect on the part of the ZHOA or any of its agents, employees or appointees.

8.7 No unofficial **posters** or information **notices** by owners or residents may be displayed anywhere on the Estate or at the entrances to the Estate. Unofficial pamphlets may not be distributed on the Estate or handed out at the entrance gates.

9. USE OF THE TENNIS COURT

9.1 Residents shall comply with the following conditions relating to the **usage of the tennis court**:

9.1.1 To play, **reservations/bookings** must be made in advance with Security and an erf number, cellphone number and signature is required.

9.1.2 Bookings of the tennis court may only be made up to **two weeks in advance**.

9.1.3 **Cancellation of bookings** must be made 24 hours in advance. Owners who book and do not show may be barred from booking the court again for a period of three months.

9.1.4 **No unreserved play** is allowed.

9.1.5 The **keys to the court** may only be collected at Security and may not be transferred between residents, but must be signed in and out at Security. Residents will be accountable for lost keys.

9.1.6 Tokens for **night play** may be purchased from Security at the fee as prescribed from time to time. The token machine is installed in the bathroom for security reasons.

9.1.7 All users of the court must adhere to their reserved **timeslot**.

9.1.8 The tennis court will **open at 07:30 and close at 21:00**, Monday to Saturday and **09:00 to 18:00 on Sundays**. No play outside of these times will be permitted.

9.1.9 Users must **lock the gate** after play and deposit / **return the keys** to Security.

9.1.10 All persons using the tennis court must **wear appropriate tennis shoes**, and no black or coloured shoes are allowed on the court. Users must keep the **noise level** down when using the court. No excessive **shouting, screaming or fowl language** will be tolerated. Any **defects or damage** to the court or equipment must be reported to the Estate Manager. Any damage caused to the court or equipment by players will be for their account of the owner of the erf.

10. PROTECTED AREAS / GREEN AREAS / WETLAND AREAS

10.1 Green areas, wetland areas and others on the Estate are demarcated **conservation areas** and may not be used by residents in any way.

10.2 Green areas are also indicated as **canal areas** and **canal shoulders**. A plan indicating the areas are obtainable from the Estate Management.

10.3 These Protected green areas are **environmentally sensitive** and can be **demarcated** and/or **fenced**.

10.4 Compliance by residents to the requirements of the Management Plan will be **monitored** by officials from the Department Agriculture, Conservation and Environment. **Heavy fines** will be issued to persons not complying with the requirements.

10.5 No **development** of any kind by owners and residents is permitted on green areas.

10.6 No **paving, garden furniture, garden ornaments, trees, plants, pot plants, playground equipment**, etc. is permitted on green areas.

10.7 No **unauthorised vehicle** may enter green areas.

10.8 Green areas may only be **maintained** by the Estate Management themselves.

10.9 No **lawns** may be planted on green areas.

10.10 **Irrigation** to green areas may not be installed by owners or residents.

10.11 No **digging** on green areas are permitted unless the necessary written approval has been granted by the Management.

10.12 No **garden rubble, building rubble, building materials** or any other rejected materials may be dumped or off-loaded onto green areas or wetland areas.

11. NOISE AND NUISANCE

11.1 The **volume of music or electronic instruments** should be tuned to a level so as not to be heard on adjacent properties.

11.2 **Partying or a function** has to be conducted with the minimum noise. No music, noise or merrymaking, etc. may be heard outside the boundaries of the applicable stand, especially between

24h00 midnight and 08:00. Agreement to a party or function at a residential home must be obtained in writing from the neighbours, as well as the approval by the HOA Management, in advance. The written agreement of all the neighbours must be submitted together with the application for the party or function to the HOA for approval. Only after approval by the HOA for a party or function may arrangements for a party or function start.

11.3 Residents must at first address **complaints of disturbances** directly to the person causing such disturbance, if unsuccessful, report it to the Duty Manager of the security company or to the Metro Police or SAPS. Any noise above **6.5 decibels** is considered a disturbance. This rule is also applicable to dogs barking and other noise levels such as that of bird pets, etc.

11.4 The **DIY mechanical maintenance of resident's vehicles** must be conducted out of sight from the Estate roads and Public Open Spaces and may never cause **disturbance and intrusion** to neighbours and/or other residents. **Test-driving** of serviced vehicles, should best be conducted outside the Estate.

11.5 The prescriptions of 11.4 apply mutatis mutandis to the DIY maintenance of any internal **combustion engine vehicle, craft or implement.**

11.6 The use of **power saws, lawnmowers, bush cutters, weed eaters** and the like (electric mowers are preferred), will only be indulged between the following hours:

May – August 07:30 – 18:00

September – April 07:00 – 19:00

Sundays and public holidays are regarded as "private time" and such activities and use of powered implements are restricted to mornings, i.e. only between 09:00 – 12:00.

11.7 **No fireworks** will or may be set off within the boundaries of the Estate. As the discharge of fireworks has been **prohibited by bylaw, criminal charges** will be brought against any perpetrator and a fine will be levied by the Board. (Note the Tshwane's bylaw on fireworks.)

11.8 **Discharging a firearm** in a residential area has been outlawed and is, therefore, prohibited in the Estate. Criminal charges will be instated in all cases of **unlawful gun discharges** or **threatening any person with a firearm** or to be **shot**. Discharge of a firearm for any purpose or reason other than self-defence and emergencies will be met with **criminal charges** and the **perpetrator will be fined** by the Board.

11.9 **Events organised by the ZHOA** may, after due consultation with all parties involved, include the usage or display items, such as **laser** but under no circumstances will **explosive** devices of any nature be allowed.

11.10 No person, whoever, may **damage neighbours and other property**, in any form whatsoever.

11.11 No person, whoever, may fiddle with **electrical boxes** of the City Council of Tshwane.

11.12 **Barking dogs, noisy birds** as pets, etc. that is a nuisance to residents must be seriously attended to by the owner and the resident. Neighbours and other residents complaining about barking dogs, must address the matter with the applicable dog owner, if unsuccessful with evidence, report the matter to the Duty Manager of the security company or to the Metro Police or SAPS. Owners must take immediate action when complaints about barking dogs are reported to them by neighbours.

11.13 **No resident may refuse access for the HOA Management** to their property if any form of inspections, investigations or maintenance (preventative or current) that must be carried out.

11.14 **Generators** may only be used during load shedding time-frames and not during other time-frames or for other purposes. Only **one generator** per stand may be used. Generators must be equipped with effective **silencers**. The **fumes** of an operating generator must be well channelled away from neighbours' property. Operating generators must be **placed on the stand** in such a way that the silencer's noise doesn't disturb neighbours in any way, especially not near the bedroom of

neighbours. Operating generators must immediately be **stopped** each time when load shedding ends. Generators may not be used by night during 24:00 to 05:00.

All generators must comply with the **local municipal regulations** regarding generators noise and smoke or fumes.

The noise level of the generator during the day may not exceed **60 decibel**. At night the noise level is **40 decibels**.

A permanent installed generator may not be installed near the bedroom of a neighbour.

If the generator is larger than 10kw an **installation certificate** by the City Council must be obtained. As well as an **acoustic certificate** issued by an engineer qualified to issue. It must also comply with the SANS codes. The generator must be enclosed by means of a constructed and concealed room.

The exhaust of the generator must end 1 meter higher than the highest roof top of the house.

Regarding permanent installed generators the necessary required certificates for noise and fumes must be obtained from the City Council.

12. MAINTENANCE OF BUILDINGS AND STRUCTURES, GARDENS AND VACANT STANDS

12.1 MAINTENANCE OF BUILDINGS, STRUCTURES AND ESTATE'S INFRA-STRUCTURES

Each **owner** of an erf shall **maintain the buildings**, outbuildings, boundary walls, retaining walls, street surface in front of the stand, fences and other structures on his erf, or open stand or infra-structure of the Estate, in a **neat, workable and tidy** condition and in a state of good repair.

The **stand number** must be reflected on a street side wall, or above the garage door, or on any other house wall area, clearly visible from street view.

No resident may refuse access for the HOA Management to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.

If the owner of an erf **fails to repair or maintain** the buildings or structures on his erf or the infra-structure of the Estate, and any such failure persists for a period of **7 (seven) days** after the giving of a written notice by the Management to repair or maintain, the Board or Management shall be entitled to remedy the owner's failure and to recover the cost of doing so from such owner's levy account automatically.

All the **expenses incurred by the Board or Management** shall be deemed be **part of the levies** due by the owner and the Board or Management must **recover such costs from the specific owner as a levy debt**.

12.2 MAINTENANCE OF GARDENS

Each owner of an erf shall, in respect of his erf **maintain a garden** in a **clean and neat** condition.

If an owner of an erf fails to adequately maintain his garden in a clean and neat condition, and any such failure persists for a **period of 7 (seven) days** after the giving of **written notice** by the Board, the Board shall be entitled to **remedy the owner's failure** and to **recover the reasonable costs** of doing so from such owner. The **expenses incurred by the Board** shall be deemed to be **part of the levies** due by the owner and the **Board may recover it from the owner as a levy debt**.

No resident may refuse access for the HOA Management to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.

Landscaping on sidewalks must be undertaken within the **integrated landscape language** of the Zambezi Country Estate. Sidewalks/pavements/road reserve don't form part of a residential stand but is the servitude of the City Council. No concrete/brick construction works are to be done on sidewalks/pavements/road reserves.

The **landscaping theme** of The Zambezi Country Estate is to be encouraged in the use of indigenous trees and plants.

All **driveways** must be paved. No **imprint concrete or concrete paving** is allowed on the Estate. Preference will be given to **clay brick paving, coloured interlocking or cobble stones**.

No **construction** may take place on sidewalks/pavements/road reserves. **Brick walls** may not be built on sidewalks/pavements/road reserves.

The **paved sidewalk** must get priority over the drive-ways and may not be removed.

The use of **hedgerows** is recommended and the planting of indigenous trees and shrubs is encouraged where possible. Trees to be planted in the road reserve must follow the guidelines set for that street.

Planting of **hedgerows** is also encouraged where palisade fencing is used.

No trees, plants or sidewalk lawn may be removed without prior approval of the ZHOA. **No shrubs, trees, flowers or plants** may be planted on sidewalks without prior written approval by the ZHOA.

12.3 MAINTENANCE OF VACANT STANDS

12.3.1 Each **owner of a vacant stand** shall keep his vacant stand **clean** according to the criteria of the management. If an owner fails to keep his vacant stand clean, and any such failure persists for a **period of 7 (seven) days** after the giving of **written notice by the Board in form of a circular, memo or any other communiqué**, the Board shall be entitled to **remedy the owner's failure** and to recover the costs of doing so from such owner automatically. The **expenses** incurred by the Board shall be deemed to be **part of the levies** due by the owner and the Board may **recover it from the owner as a levy debt**.

12.3.2 Full-title open stands must be **kept clean and tidy** by the owner **all year round** and according to the criteria of the estate management. No concrete droppings, empty plastic bottles, empty cement bags, excess building materials, building rubble, garden refuse, domestic refuse, rocks, steel, wood or any other stuff are permitted on open stands, pavements, green areas, neighbouring stands, streets, etc. These items must be removed by the owner at all times. The Estate will be assessed weekly by means of the aesthetical inspection on the condition of an open stand, pavements, neighbouring stands, streets, etc. If the stuff mentioned above is not removed, the HOA will outsource a company to clean the stand. The owner will receive a penalty automatically without any additional notices. This bill has to be paid by the owner him/herself or it will be added to the monthly levy automatically. This cleaning up of property on the Estate will be executed automatically without any further notices than the rules itself.

12.3.3 The owner of a vacant stand shall **keep the veldt grass short to prevent fires** as well as for **security reasons**. Veldt grass is not allowed to grow higher than **50cm**. **Trimming of veldt grass** must be done on a **regular basis**, i.e. before or as soon as the grass reached 50cm in height, it has to be trimmed immediately. Trimming must be **done to the satisfaction of the Board**. The Estate Manager should be informed of the fact that the owner had trimmed the grass on his stand and will inspect the premises to ascertain if it conforms to the rules. Grass taller than the prescribed height will be trimmed by the Board and the expense thereof will be added to the **monthly levy of the owner** concerned. If the length of veldt grass is not maintained, the Board reserves the right to clean the stand at the owner's expense regularly as it causes a threat of fires and is a major security risk, without further notice to the owner.

12.3.4 **No resident may refuse access for the HOA Management** to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.

13. USE, MAINTENANCE AND DAMAGE TO INFRA-STRUCTURE, STREETS, STREETSCAPES, SIDEWALKS, IRRIGATION, ETC.

13.1 **Kerbsides, street cleanliness and sidewalks** are the responsibility of the **owner of the erf**. On occupation of an erf, the **owner has to level, clean and establish a sidewalk** and **keep the street in front of the house clean at all times**. Sidewalks should preferably only be **covered with grasses such as lawn, kikuyu, Canada Green or cobble stone paving** to allow **free access to pedestrians**, even during **construction time of a house**. The fact that **servitudes are registered on sidewalks** should be acknowledged at all times.

13.2 In the event of **non-compliance with rule 13.1**, the Estate Manager will prepare the sidewalk and plant some with kikuyu or other lawn and the **cost thereof, will be deducted from the building deposit or added to levy account of the owner**. The owner will be given 7 (seven) days prior notice, before the Estate Manager will commence with the preparation of the sidewalk. No further notice will be given thereafter and the work will commence and be completed forthwith.

13.3 **Residents are responsible for maintaining trees, plants and shrubs planted on their kerbside**. Lawn must be kept short and edges trimmed. Hedges must be suitably shaped and may not consist of poisonous or pungent plants. The neglect to do so will result in the Board affecting the **necessary maintenance, and the cost charged to the owner**. Notice to such effect will be

given at least 7 (seven) days prior to execution thereof in order to have the owner placed in a position to rectify same at his own expense.

13.4 **Garden fences or walls and outbuildings**, which form part of the **streetscape**, must be maintained and painted where necessary. The neglect to do so will result in the Board affecting the necessary upkeep, repairs or replacements or painting of structures, and the **cost charged to the owner**. Notice to such effect will be given at least 7 (seven) days prior to execution thereof in order to have the owner placed in a position to rectify same at his own expense.

13.5 **No trees, plants or sidewalk lawn may be removed** without the permission of the Estate Manager. **Planting of shrubs, trees, flowers or plants should not interfere with pedestrian traffic** or obscure the **vision of motorists**. Should **trees be planted on sidewalks**, owners must liaise with the Estate Manager to prevent trees being planted on top of sewer and water main lines.

13.6 Residents must ensure that declared **noxious flora** is not planted or growing on their sidewalks or in gardens as well as to adhere to the indigenous Plants and Protection Act, Act 185 of 2000.

13.7 **Parking on sidewalks is not permitted**. Sidewalks allow free passage to pedestrians. **Sidewalks may not be used as storage facility for sand, top-dressing, gravel, bricks etc.** It is the responsibility of the owner of the erf, to clear the sidewalk within **one working day**, from date of **accidental delivery** thereon, in order **to avoid fines**. No **building materials, sand, cement, garden rubble, domestic refuse, black plastic bags or building rubble** may be dumped by an owner or assistant or worker on a **pavement, side-walk, walkway, neighbouring stand or open stand**. **Building materials and rubble** must be **kept by an owner within the residential stand perimeters** at all times.

13.8 **Damage to the Estate's infra-structure, kerbside, traffic signs, lamp posts, meter boxes, road marks, etc.**, will be for the account of the offender or the owner of the erf concerned. The need for repairs of such damages is to be reported to the Management as soon as possible. The Management will notify the offender and the owner of the erf of the damage inflicted. The Board or Management will undertake the repairs at the **cost of the offender**. Payment of such repairs will automatically be levied against the monthly levy account payable to the HOA and **will be added to the account of the owner of the erf for payment** at the end of the ensuing month.

13.9 The **irrigation system** on the Estate belongs to the HOA. No owner, resident or contractor is permitted to fiddle with, do any changes to the system, re-route the system or water an owner's own garden with the water originating from the HOA's irrigation system. No contractor is permitted to tap in into the irrigation system to retrieve water for whatever purpose.

14. UNSIGHTLY OBJECTS

14.1 Residents may not cause or **allow any object to be exposed** on their property (including **street side sewerage pipes in front of houses, non-approved carports, etc.**), which could, in the opinion of the Board or Management be considered unsightly or detrimental to the appearance of the Estate when viewed from outside the property or from street view.

14.2 A **washing line** must not be erected on a stand in such a way that it is **visible from street view** or from Public Open Spaces. **Washing** may not be hung on the outside of a stand on boundary walls, gates, palisade fence, etc. or displayed in such a way that it is **visible from street view** or from Public Open Spaces.

14.3 **Washing lines** must be obscured from street view and will only be allowed at the rear of the main house or furthest building and within the drying area.

14.4 **No washing** may be **hung from windows, balconies or boundary walls**.

14.5 **No washing** may be conducted in **streams, pools** or on the **outside of buildings**.

14.6 Residents may not place any **sign, notice, billboard or advertisement** of any kind whatsoever on any part of their property so that it is visible from outside the property without the written consent of the Board.

14.7 **Trailers, boats, wendy houses, tool sheds, equipment, tools, garden objects, garden structures, engine and vehicle parts** as well as **accommodation for pets** should be sited **out of public street view**. **Lorries, trucks, excavating machines**, etc. to overnight on the Estate need the written approval of the HOA Management well in advance as well as that of the stand owner.

Caravans, trailers and boats may not be visible from public street view and be screened behind solid gates or garage doors within the boundary/perimeter of the stand.

14.8 **Building material** may not be dumped on **sidewalks** under any circumstances, notwithstanding the fact that renovating **construction/additions/add-ons is in progress** or that refuse or rubble removals have been ordered. All **building materials / waste** must be **kept at all times inside the stand and not on the sidewalks of streets**.

14.9 **Garden refuse, household waste, building rubble, building materials or rocks** may not be dumped on **vacant stands, communal areas, sidewalks, pavements, green areas, wetland areas, etc.** It will be removed at the **cost of the owner and a penalty will be imposed on the levy account of the owner**. The costs of the removal will be added to the **owner's levy account**.

15. REFUSE REMOVAL

15.1 **Refuse removal** is the responsibility of the resident/owner.

15.2 The timetable and prescriptions for **domestic refuse removal**, as published by the Municipality will apply and residents will have to place their refuse containers in the demarcated areas and during the indicated time periods. Refuse bags or other loose items will not be removed by the Municipality.

15.3 **Refuse bins for domestic waste** may only be placed on the sidewalk only in the morning of the day for which refuse collection is scheduled. If refuse is for whatever reason not collected on the scheduled day, the resident must remove the bin to a place where it cannot be reached by foraging pets. Refuse bins have to be removed out of sight as soon as possible after collection and emptying by the Municipality.

15.4 **General garden refuse** may not be placed **on an open stand, on the kerbside or sidewalk**, except if a collecting agent will remove it within a **period of 8 hours**. Prior to the engaging the services of a collecting agent, the Estate Management must approve such collecting agent and they will have to register for access and security control according to the rules applicable to contractors.

15.5 **No garden refuse may be dumped on erven, empty stands, green areas** or on the **Public Open Spaces**. Any refuse unlawfully dumped, will be **removed by the Estate Management** and the **cost of such removal will be for the account of the owner and/or resident**.

15.6 **Refuse may never be burnt**.

16. KEEPING OF PETS

16.1 A resident may **not keep** the following on his erf:

16.1.1 **Any poisonous, exotic or other undomesticated or wild pets**; or

16.1.2 **Poultry, pigeons, cockatoos, budgies, honey bees, aviaries or livestock of any kind**.

16.2 A **maximum of 2 (two) dogs or 2 (two) cats** may be kept on an erf. Written permission may be obtained from the Board to exceed these limits. Application to exceed the maximums, has to be submitted to the Board accompanied with the necessary motivation and acceptance letters from all direct neighbours. The decision of the Board is final and no appeal is possible.

16.3 The **Municipal bylaws** relating to pets will be strictly enforced. Contravention of same, will result in prosecution, fines or in persistent contravention cases, legal action will be taken with a view to obtain an order against a resident to comply. Legal costs will be recovered from the owner of the property.

16.4 Every pet must **wear a collar with a tag** indicating the name, telephone number and stand number of its owner. Stray pets without identification tags will be apprehended and handed to the municipal pound or SPCA or Wet Nose organisations and owners will be fined.

16.5 **No pets are allowed to roam the streets.** Dogs may not be outside the owners' yard at any given time. Street roaming pets will be removed immediately, without notice to the pet owners and be handed to the municipal pound or SPCA or similar. In the event of the owner being known to the Estate Management, or if the pet owner become known to the Estate Management, a fine may be levied, depending on the circumstances leading to the animal being outside of the owner's erven.

16.6 **Residents may not neglect their pets** by, for example, leaving it to fend for itself or failing to provide it with medical attention. No person may inflict physical cruelty on a pet or subject it to violence.

16.7 **Pets may only be walked on a leash** on the streets, walkways, green areas and Public Open Spaces.

16.8 Residents must at least **once a day remove any defecation of pets** from their own erven. The pet owner is responsible to **immediately remove** any excrement of the pet from the Public Open Spaces, green areas, pavements, walkways and/or the erven of other residents.

16.9 The pet owner will be responsible for any **damage by his dogs or injury to property, to persons or to other animals** within the Estate.

16.10 All dogs on stands on the Estate must be **registered** with the HOA and the information about dogs must be updated annually by the owner. Owners must with immediate effect inform the HOA about new and deceased dogs on a stand in order to be added to or removed from the HOA data base.

16.11 All the **ducks, swans, birds**, etc. on the Estate's green areas and wetlands are for the beautifying of the Estate. No one, nor children may disturb or remove ducklings, baby birds, baby swans, etc. from nests or from the company of its parents in order to be taken home as a pet. Such unacceptable behaviour will be penalised.

17. LETTING OF PROPERTY AND USE OF ERVEN

17.1 All lessees of property in the Estate and other persons granted rights of occupancy by the owner of the erf are obliged to **comply with these rules**, notwithstanding any provision to the contrary contained in, or the absence of any provisions, in any lease or any grant of rights of occupancy.

17.2 Upon concluding a lease agreement and before the lessee takes occupancy of the erf, the owner **shall inform the Estate Management** and shall furnish the following documentation to the HOA Office for final and co-approval:

17.2.1 A **copy of the legal and signed lease agreement (contract), signed by all applicable parties.**

17.2.2 A **copy of the identity documents** of the lessee.

17.2.3 A **police clearance** indicating that the lessee has no criminal record.

17.2.4 Any **further information and documentation** as may be required.

17.2.5 An **owner and/or lessee must ensure** that all members of his family, visitors, guests, workers, building contractors, contractors, service providers, legal tenants and persons delivering to their property **comply with all Estate rules** at all times.

17.2.6 After submitting of all the above mentioned documents by the owner to the HOA, the HOA will **scrutinise** all documents in ensuring that the letting/renting/leasing is in line with the HOA's MOI, Rules and policies. In this regard the **HOA has the final approval of a contract** for access to the

Estate based on safety, security as well as its policy measures. The **outcomes of the HOA is final** and no further communication will take place afterwards.

17.3 If an owner **sells or lets his property** or any part thereof he or she must ensure that the buyer, legal and HOA registered tenant is provided with a **copy of all the Estate rules**.

17.4 Residents shall not use their properties or any part of the Public Open Spaces or Common Facilities, or permit it to be used, in any manner or for a purpose that will cause a **nuisance or create a disturbance**, or that will be injurious to the reputation or **image of the Estate**.

17.5 Whenever a lessee **vacate a property** or **occupies a property**, it is the responsibility of the owner of the property to inform the HOA Office in writing of the migration of the lessee and has to submit all applicable documents within 24 hours.

17.6 Whenever a **lease agreement terminates**, the HOA Office must be informed in writing on the date of the expiry of the previous contract or before the date.

17.7 Whenever a **lease agreement is extended**, a new legal and signed lease agreement between the applicable parties must be submitted to the HOA Office on or before the due date.

17.8 Only **one family** and **family dwelling per erf** on this residential Estate is permitted. **Granny flats** are permitted for granny-like persons. **Boarding or lodging houses, communes, Guesthouses or renting for commercial purposes** is not permitted on Zambezi Country Estate.

17.9 Only the **HOA registered and accredited renting or letting agents** as well as **HOA registered and accredited estate agents** are permitted to do business on the Estate. Owners have to see to it that they deal only with these registered and accredited agents.

17.10 The correct **levy account number** of the applicable stand must appear on all letting/renting contracts when submitting to the HOA Management.

18. BUSINESS ACTIVITIES

18.1 No person may conduct a **business or practice a trade on or from a residential erf** in the Estate, without the prior written approval of **the Board** and the **Municipality**. The Estate Manager does not have the authority to allow or approve business rights on the Estate.

18.2 All **applications to conduct business activities** from erven within the Estate must be submitted in writing, to the Estate Manager, who will place the application to be heard, on the next ensuing Board Agenda. Results will be received by way of Board Resolution within 48 hours from date of the Board Meeting. The Board's decision is final and no appeal is possible. Re-application will be entertained, in the event of new or additional information becoming available.

18.3 If an applicant is **not an owner** of the erf concerned, written **permission of the owner** for such application must accompany the application. The following are criteria that will be taken into consideration when the Board entertains an application:

18.3.1 Will the business cause an **influx of visiting vehicles** onto the Estate?

18.3.2 Will the business **generate noise** and what would the extent of the noise be?

18.3.3 What would the **effect of the business on the immediate neighbouring** stands be?

18.3.4 Will the business enhance the desirability for **criminal elements** (Jewellery manufacturing etc.)?

18.3.5 Would the business be dependent on **advertisement and high visibility**?

18.3.6 Is the business **beneficial to the general character** of the Estate?

18.3.7 Would the business **enhance the desirability of the Estate**, for prospective investors?

18.3.8 Will the business **enhance the general value of the Estate**, not have any effect on it, or be detrimental thereto?

18.3.9 Would the **business require additional building construction** on the intended premises?

18.3.10 Did the direct **neighbours** of the applicant **consent** to the conducting of the intended business on the applicant's erf?

18.3.11 Is there **adequate parking** as to prevent sidewalk parking?

18.4 **No signage or advertisement of any business or "private for sale" banners/signs** may be displayed on any erf or on the Public Open Spaces. Only one official estate agent sign per residence is allowed.

18.5 **No business activity or hobby**, which would cause **aggravation or nuisance** to other residents, including **auctions and jumble sales** may be conducted in the Estate.

19. LEVIES AND OTHER MONIES DUE TO THE HOA

19.1 All **levies are due and payable in advance on the first day of each calendar month**. **Interest will be raised** on all accounts in arrear at an interest rate determined by the Board of Directors from time to time.

19.2 The Directors will hand **levy accounts that are outstanding for 30 days** and longer over to an attorney for collection and all costs incurred will be recovered from the applicable member.

19.3 The Directors may approve the **temporary disabling of access cards/finger-print-access** in the form of suspension if the **levies payable by an owner are in arrears**. Such owner will only be allowed access to the Estate after completion and signing of the Access Control Register. Cards will be enabled by the Estate Manager 24 hours after proof has been provided that the full outstanding account has been settled.

19.4 The administration of the Estate is solely the responsibility of the elected Board. They may decide to delegate certain or all of the managerial powers to the Managing Agent or Estate Manager. An appointed **Managing Agent** will collect levies on behalf of the HOA.

19.5 Owners shall take notice of the **levy policy** as prescribed from time to time by the Board.

19.6 All levy accounts must be **settled in full** at all times.

19.7 Levy accounts must be **settled in full** at all times and for any residential project or other project to be registered and executed. For workers to enter the Estate or to execute a project, the levy account of the owner must also be settled in full.

20. CLEARANCE CERTIFICATES FOR ALL PROJECTS ON THE ESTATE.

Transfer & Financial Clearance Certificates:

20.1 The Management may not issue a transfer clearance certificate or any other certificate required for purposes of the transfer of a property if:-

20.1.1 The **offer to purchase** does not contain a clause **binding the purchaser to the provisions of the Articles of Association;**

20.1.2 All **monies due to ZHOA** have on the date of registration not been paid; or

20.1.3 There has been a **breach of any of these rules** or of the Articles of Association that has not been remedied, or for the remedying of which provision has not been made to the satisfaction of the Board.

Building Project Clearance Certificates and other Project Clearance Certificates:

20.2 **No building activities** may commence on any stand unless a **project clearance certificate** has been issued by the Building Manager, which will only be done if all stand and project related documents are submitted with the HOA office and to its full satisfaction. The **Stand File** had to be **100% completed**. Regarding building projects the **Pre-clearance Inspection** had to be **successful** for the **Building Project Clearance Certificate** to be issued. Breaching of this rule can contribute to a fine of R2500,00 per contravention. This rule is applicable to all new building projects, additions to existing houses, swimming pools, carports, louvres, fish ponds, renovations, paving projects, garden development projects, painting projects, maintenance projects, and all other projects. All these projects must be registered with the HOA Office. All **workers** related to these projects must be registered with the security system of the Estate for access and all applicable documents must be submitted as stipulated by the Estate's rules and to the satisfaction of the Management.

21. ESTATE AGENTS & ACCREDITATION OF ESTATE AGENTS

21.1 Owners may only appoint **HOA registered and accredited estate agents, HOA registered and accredited letting agents** or **HOA registered and accredited renting agents** to attend to the sale, renting or letting of their properties on the Estate.

21.2 An Estate Agent or Letting Agent may be **accredited by the ZHOA**, after paying the **prescribed accreditation fee** and the signing of an **agreement with the ZHOA**, that such agent will abide by the stipulated procedures applicable to the sale and/or lease of property in the Estate, and after having familiarised himself with the concepts, rules and conditions under which a buyer and/or lessee purchases and/or leases property in the Estate. A photo must be provided by the Estate Agent and Letting Agent, to be fixed to the access card/finger print access. A copy of the Accreditation Procedure Document is obtainable from the Estate Management or Managing Agents.

21.3 Accreditation of **Estate Agents** and **Letting Agents** may be **reviewed** by the ZHOA from time to time, and an updated list of accredited agents will be available at the offices of the Estate Management or Managing Agents.

21.4 Estate Agents and Letting Agents may only **operate on a "by appointment" basis**, and must personally accompany a prospective purchaser or lessee and are not allowed to erect any "For Sale" or "To Let" signage.

21.5 Only **standard "Show boards"** approved by the HOA Management from time to time will be allowed. All show boards are to be **removed by 21:00 on the show day**. Boards found on stands after a show day, will be removed and impounded by the ZHOA.

21.6 All week-end agent **advertising boards and banners** must be removed **not later than 21:00 on a Sunday evening**, also to the entrance to the Estate.

21.7 Agent boards may **not be planted within 3 to 4 meter from the street kerb**.

21.8 **Only three (3) agent boards** may be erected on a stand at all times.

21.9 All agent boards must have the **round orange permit sticker** on the board reflecting the stand number as well as the agent number and period of validation.

22. CONTRAVENTION OF THE RULES AND THE IMPOSITIONING OF FINES

22.1 The Board reserve the right to **take any action** they deem fit in the event of a continued **contravention of a rule**. Such action can include **ratification by the ZHOA**, the cost of which will be **charged to the transgressor**, or the **imposition of a fine** and subsequent **legal action** or the **withholding of clearance certificates**. **Legal costs** incurred by the ZHOA in respect of any **legal steps** taken **against an owner to remedy a breach** will be for the **account of that owner**. All stands on the Estate are **full title stands**, for this reason owners have to take full responsibility regarding the contents of all the rules of the Estate and at all times.

22.2 If the conduct of a **resident** or his **family members, guests, visitors, workers, building contractors or contractors** constitutes a **nuisance** in the opinion of the Board, or a breach of a provision of these rules, the Board may:

22.2.1 **informally** (in person, or via a telephone call, e-mail, or postal mail) **notify the resident** and **the owner** (if applicable) of the nuisance or contravention, and request the resident and the owner (if applicable) to offer a clear resolution to an issue, or

22.2.2 inform the resident and the owner of the erf (if applicable) by means of a **written notice** of the nuisance or contravention and warn the resident and the owner of the erf (if applicable) that if he fails to remedy the contravention and/or if he persists in such conduct or contravention, a **penalty will be imposed** on the resident and/or the owner of the erf (if applicable), or

22.2.3 by forwarding a **written notice imposing a fine** on the resident and/or the owner (if applicable). Such fine is undisputable and has to be paid within 7 (seven) week days from the day of receiving such fine.

22.3 If an imposed fine (22.2.3) is **not paid** within the set period of 7 (seven) week days, the fine will be **added to the owner's monthly levy account**. These procedures take place **automatically** without any further notices, warnings, discussions or any form of disputes. The **penalty** may thus be **recovered from the owner of the stand** in the same manner as **applies to arrear levies**, together with interest at the rate applicable to levies.

22.4 The Board may from time to time determine the amounts and categories of offences in respect of the **penalties**, also in respect of **first** and **successive contraventions**.

22.5 Notwithstanding sub-rules 22.1 to 22.4, in suitable circumstances the Board may apply to a Court having jurisdiction, for an **order or interdict** if a resident **breaches these rules** or the Board may institute arbitration proceedings against such resident and/or the owner of the stand.

22.6 The **contravention of any Estate rule**, where the penalty is not stipulated, will lead to a **penalty of R2500,00** or more and must be paid within 7 (seven) week days. Added to the R2500,00 penalty is the **R500,00** penalty per day as well. All penalties will be imposed on an owner's levy account automatically. **Spot fines** for contravening a Conduct Rule are R5000,00 per contravention together with a day penalty of R1000,00 per day.

23. TV DISHES

Only the standard size TV dishes can be installed to a house, preferably not visible from the street side. No bigger size TV dish or similar can be installed.

24 LOUVRE AWNINGS & SHADING

Louvre awnings are permitted as long as it is **approved** by the Estate's Aesthetical Committee and its controlling architect.

Alone standing steel pillars only (e.g. 76x76 or 100x100) are not permitted.

Pillars may only be structured and appear as follows:

- **Brick pillars**, or
- **Cladded pillars**, or
- **Double wood layer pillars**, or
- **Steel pillar** painted the **same colour as the house**. Fit the steel pillar on two opposite

sides of the steel pillar with **stained wooden panels**, about 100-150mm shorter than the height and floor side of the steel pillar. The width of the wooden panels must not be less than double the width of the steel pillar and not thinner than 30mm thick. It must be bolted to the steel pillar on the opposite sides of the steel pillar, with endless screw bolts, washers and nuts on both ends, running through the steel pillar, on top, middle and bottom.

25. SOLAR GEYSERS, MANHOLES, WATER LEAKAGES, STREET LIGHTS, TELKOM.

Solar geysers may be erected to roofs in the form of a **flat solar panel**. The **tank of the geyser** must be **beneath the roof surface**, between the trusses. If the solar geyser is installed with a **visible tank** from the public street view, the solar must be **covered/screened** from any form of **visibility** from the street side.

Manholes of Telkom or the City Council may not be covered with any kind of material, equipment, soil, flower pots, lawn, etc. Boundary walls may not be built over a manhole, but be erected around such manhole.

The **Telkom cable** provisioning and equipped sleeves are the responsibility of the owner of a property and the main building contractor who built the house. The main building contractor must extend the green sleeve of Telkom by means of a conduit pipe and connect the conduit pipe to the

inside of the house. The main building contractor must also fit a pull wire for the Telkom cable to be fitted to the house as from the Telkom manhole. If these actions are not done in time, it is the responsibility of the owner of the house to dig trenches and to lay sleeves for the Telkom cables.

Water leakages, street lights and problems with equipment belonging to the City Council must be reported without delay by the stand owner to the City Council and to the HOA. The water and lights account number must be quoted when the matter is reported to the City Council. The City Council's reference number must be quoted by the owner to the City Council every time during follow-ups with the City Council.

If a **water leakage** appears underneath the paving bricks of a drive-way, etc. on the road reserve or pavement or servitude of the City Council (pavement), it is the responsibility of the owner to remove the paving bricks and to replace it after the repair of the leak. The cost is for the owner of the paving. If the HOA has to remove the paving bricks and equipment is to be hired in order to exercise the task, the cost thereof is for the owner himself/herself.

When owners report faulty **streetlights** to the City Council the following information must be provided by the reporting owner to the City Council: Physical street address of the owner, stand number of the owner, water and lights account number, contacting details of the owner, name & surname of owner, nearest street corner to the faulty street light, street light pole number, details/nature of the problem.

26. NOTICES & E-MAILS, RESIDENTIAL CONDUCT & BEHAVIOUR.

26.1 Any notice to a resident or building contractor in terms of these rules, will be regarded as having been properly delivered if such notice is:

26.1.1 **delivered to the residential address by hand**, in which instance it shall be deemed to be delivered on the date and time recorded on a receipt for delivery;

26.1.2 **faxed to the resident**, in which instance it shall be deemed to be delivered on the date and time recorded by the fax receiver;

26.1.3 sent by **electronic mail** to the resident by means of the e-mail address of the resident, in which instance it shall be deemed to be delivered on the date and the time recorded by the computer of the sender;

26.1.4 sent to the resident by **registered post** to the address of the resident, in which instance it shall be deemed to be received on the 7th day following the day on which the notice was posted as recorded by the post office.

26.2 In all instances where a **notice is sent to a resident, tenant or building contractor** in terms of these rules, a **copy of the notice shall also be sent to the owner** of the stand/erf.

26.3 Whenever an owner receives an **e-mail or letter** on a contravention of the rules of the Estate, whether it is based on construction related work or the aesthetical environment of a residential stand, the mail serves not for a critical evaluation of the contents by the owner or to refer to other building sites or residential stands, but it serves to execute the instruction as listed in the mail and also with immediate effect and without any delay.

26.4 It is expected from all members to the HOA, owners, residents, tenants, family members, visitors, servants, etc. to apply good manners at all times and to treat everyone on the Estate with the greatest respect and dignity. No **swearing** or an expression of **bad behaviour** and **bad language** towards any staff member, members of the Board of Directors as well as service providers to the Estate, will be permitted. The Board of Directors may take action such as arbitration or conduct disciplinary hearings or initiate court procedures as they may deem fit in order to rectify unacceptable behaviour on the Estate. The Board of Directors also have the right (embedded in the Companies Act and the Memorandum of Incorporation) to impose fines or penalties where and when necessary in respect of the breach of any rule of the Estate.

27. PERSONAL INFORMATION AND THE UPDATES OF OWNERS, RESIDENTS, DOMESTIC WORKERS AND GARDEN WORKERS.

27.1 **Personal information of owners, residents, domestic workers and garden workers must be regularly updated** at the ZHOA office, at least once a year or when the information has

changed, thus within 48 hours thereof. A specific form for this purpose must be completed and submitted to the HOA Office.

27.2 Owners must **inform the HOA Office before 16 December every year** in writing of those **domestic workers** and **garden workers** who will be working for them during the oncoming year.

28. ESTATE's STAND FILES.

28.1 The **Estate's STAND FILE** must always be complete with information on the stand **BEFORE a Clearance Certificate will be issued** to commence with a building project on a stand.

All **building rules** as stipulated in Annexure A to the **Tri-party Agreement** ("Control on Building Activities") are applicable to all projects (whatever kind) on the Estate.

28.2 The following information and **documents must be completed and filed on the STAND FILE** of a specific stand **BEFORE** a Building Project **Clearance Certificate** will be issued to commence with a building project:

- **Interview by the Owner together with his/her appointed Building Contractor (BC) with the ZHOA Building Manager** in order to be informed on the building project, rules, regulations and building procedures of the complete building initiative.
- The **Main Building Contractor's registration with the ZHOA** to work on a site at Zambezi Country Estate.
- A copy of the **ID** of the **main building contractor**.
- **Confirmation: owner and main building contractor are knowledgeable about all the Estate rules.**
- Update of **owner's information/data** to be completed.
- Copy of **ID's** of each owner.
- **Attorney's letter or Deed of Transfer/ Title deed** confirming that the owner is the **legal owner** of the stand / house / property.
- **Tri-party agreement** between HOA + Builder + Owner.
- **Annexure A to the Tri-party agreement:** Control of Building Activities.
- **Annexure B to the Tri-party agreement:** Photo instructions.
- **Annexure C to the Tri-party agreement:** Toilet screening.
- **Annexure D to the Tri-party agreement:** Access procedures to the Estate: for building contractors, workers, service providers and others.
- **Proof** of the payment of the **building deposit**.
- **Declaration** on the **refund** of a **building deposit**.
- Copy of the **Public Liability insurance**.
- The **beacon/peg certificate** by a registered Land Surveyor for the stand.
- Copy of the **BUILDING PLANS** for a **NEW HOUSE approved** by the **Tshwane City Council** with the official *red or blue stamp* of the City Council on it as well as a thick marker inked number. *[Note: Not just the approved plans by Zambezi Country Estate's Controlling Architect with the blue/black stamp on it.]*
- Copy of **add-on plans** or for **renovations** as approved by the Tshwane City Council with the official *blue stamp* of the City Council on it as well as a thick marker inked number. *[Note: not just the approved plans by Zambezi Country Estate's Controlling Architect with the blue/black stamp on it.]*
- **Original NHBRC (EC003) registration certificate (enrolment certificate):** Building project enrolment certificate *[to build on a stand]* (to be obtained from your registered building contractor or National Home Builders Registration Council – with the NHBRC logo on the document).
- **Original NHBRC (BR002) registration certificate of the Building Contractor** (licence to build): Building contractors certificate (to be obtained from your registered building contractor or National Home Builders Registration Council – with the NHBRC logo on the document)
- Indication letter that the builder is going to be an **"OWNER BUILDER"**.
- **Engineer appointment letter: Foundation/raft** (to be obtained from the appointed engineer)
- **Engineer appointment letter: Slab** (if double storey building: to be obtained from your appointed engineer)
- **Engineer appointment letter: Roof** (to be obtained from your appointed engineer)

- **Letter of acceptance** of appointment by the Engineer.
- **Exemption letter** by the engineer for the later commencement of a building project.
- All **SANS 10400 documents** completed by the engineer for the building project.
- **Financial clearance** document issued by the HOA office.
- Confirmation by the owner and the main building contractor/owner builder that the **official e-mail address** of the owner and main building contractor are their official *Domicilium citandi et executandi*.
- The owner has to certify in writing who the accountable **Principal Agent** for the building project is. The document has to be filed on the Stand File.
- Signed **sample sheet** of colours of paving, roof, etc.
- **External paint form** and inspection sheet.
- The **signed and accepted quotation or contract** between the owner and the main building contractor for the building construction project.
- The signed **transport form** for the transport of construction workers and /or equipment on construction vehicles.
- The **name list** of all site **construction workers** with their **ID's** or passport and work permit.
- The signed compulsory **Communication meetings** form.
- The signed **payment of penalties** form.
- The **Pre-clearance activities** and **inspection** (PCI) by the Building Manager.
- The **Aesthetical Occupancy Inspection** (AOI).
- The **Building Deposit Inspection** (BDI).
- Letter of **permission from a neighbour(s)** for the usage of his/her open stand **to store building materials** on for a specific period.
- Any other form or information that is necessary.

29. BUILDING PROJECTS & BUILDING ACTIVITIES.

29.1 Before any work on a building site for a new building project or on a residential stand for residential additions, renovations, fish ponds, swimming pools, carports, louvres, paving, etc. can start, the **project must be registered with the HOA** and a registration number for the project will be issued. Without this registration number no project can commence on the Estate. The owner must provide the **name of his/her proposed main building contractor or project contractor to the Building Manager for assessment and screening two weeks in advance to the scheduled initial building project interview. If the assessment/screening is not successful the owner has to select another main building contractor or select from the list of accredited main building contractors of the Estate. If the assessment/screening is successful, the owner together with his/her successful assessed/screened main building contractor MUST attend a compulsory initial building project interview with the Building Manager of the Estate** in order to be informed on the **procedures and rules** for the commencement of a **building project** and to complete all **agreement documents**. All main building contractors must be **screened/assessed** by the HOA before being accepted to work on the Estate, although an owner has selected or appointed such contractor already. **All building related construction work** (new or additions, add-ons, alterations, etc) and projects must be registered with the HOA. The **building deposit** must also be paid in full. Plans for swimming pools, carports, louvres, braais, etc. must be approved by the Aesthetical Committee and the City Council of Tshwane. The **levy account** of an owner must be clear or in a zero, in other words no amount outstanding or it must be in a credit, in order to do any projects, developments or building related activities. Rules for all building & construction related activities on the Estate are set out in the Building Rules, **Annexure A to the Tri-party Agreement: "Controls of Building Activities"**. All building or construction related activities must comply with these rules.

The owner of a building project has to certify in writing that he/she is in possession of the **full amount of money**, or, the **bond** will cover all building expenses for the building project in order to complete the building project in full and within the 12 month building period. If not, the project can't be registered.

NOTE: The building deposit and/or project deposit is regulated by the Building Rules of the Estate.

Penalty for breaching this rule:

A fine of **R5000,00** per contravention will be applicable every day or week or for a specific time-frame.

29.2 The appointed **main building contractor** or the **Owner builder** has to be **stand registered** with the **HOA** (Form ZCE 2) **and also be screened by the HOA and Security offices** (*apart from the NHBRC registrations*) in order to be determined whether a building contractor is acceptable to do building construction work on a building site within the Estate and whether he/she is capable of completing such project without any form of delay, manpower shortage, lack of knowledge/experience or incapacity.

Accept for the registration to work on a specific stand or building site the Main Building Contractor or Owner builder has to be **accredited by the HOA** in order to work on Zambezi Country Estate as well. In order to be accredited the Main Building Contractor or Owner builder has to pay a non-refundable fee every year for new projects as well as all additions. This fee must be paid annually before the end of January each year. Main Building Contractors or Owner builders who do not pay the fee by the end of January each year will be denied access to the Estate automatically and has to re-register for work on a stand or building site. The accreditation fee/amount is determined by the Zambezi Country Estate Board of Directors.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.3 Owners and their Main Building Contractors have **sign a declaration** that they are **completely knowledgeable about all the Estate rules**, that they are **bound by it** and that all parties related to the building construction project will **abide to all these rules**.

29.3.1 All **building rules** (Annex A to the Tri-party Agreement) as well as all other rules are applicable when any construction or project related work is to be done to existing residential homes.

29.3.2 The owner of a building project has to certify in writing that he/she is in possession of the **full amount of money**, or, the **bond** will cover all building expenses for the building project in order to complete the building project in full and within the 12 month building period. If not, the project can't be registered.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.4 The **filling up** of the **level of garden soil** surfaces **against boundary walls** is not permitted. A **separate brick wall/retaining wall** has to be erected **500mm away from a boundary wall** with its **own foundation**. The erected retaining wall must be the **same height** of the projected new filled up level of soil to form the new level of the garden soil. The owner of the fill-up surface must ensure that the **new height of the boundary wall** on his/her side is 1,8m measured as from the level of the new soil surface and such builder/owner is responsible for all the costs related to the restructuring of the higher boundary wall.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.5 **Personal information of all owners, residents and main building contractors must be regularly updated** by the owner him/herself at the HOA office at least once a year, or when the information has changed, then within 48 hours thereof. A specific form for this purpose must be completed at the HOA office and handed in. It is the responsibility of the owner to execute this duty, also on behalf of tenants.

29.6 Such information (29.5) must also be completed during the initial **interview session** by the **owner**, his/her appointed **main building contractor**, together with the **Building Manager** for an overview on the start of a building project.

29.7 If an owner plans to do any form of **building or brick or construction related work** on a residential stand (renovations, additions, add-on's, carports, louvres, boundary walls, swimming pools, paving, alterations, etc. the "Control of Building Activities" document (*Annex A to the Tri-party Agreement*) applies in full. In such cases the **building or construction deposit** must be paid in full and in advance and the Initial Building Project Interview must take place during which all applicable agreements, contracts and documents must be signed. **Building materials** and equipment must also be kept inside the stand boundary and not on the pavement, street side or tar road.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.8 No **building related or renovation activities** (including brick work) in any form is permitted on the Estate by any person/resident/owner during the **December Christmas Closure period** (normally \pm 12-15 December until the second week of the following year).

Inspections of all stands and building sites will take place at the start of the Christmas closure period and must be in line with the **procedures as determined for this period**. Stands and building sites that do not comply with these procedures will be penalised automatically and unconditionally.

No interviews for projects, new projects, building projects and construction related projects will take place annually as from 1 December every year.

Penalty for breaching this rule:

For the **Christmas closure period** penalties are as follows for all contraventions:

- A fine of R5000,00 for the contravention of the rule and R1000,00 per day.
- A fine of R2500,00 if cleaning in any form has to be done.
- A fine of R1000,00 per day added for each worker on a site or residential stand.

29.9 No **building materials, building equipment, excavated soil, etc.** may be **stored on an open area, green area, wetland area, adjacent open stand, another building site or any other area** without the written consent of the owner of that specific stand. **No materials, soil or building stuff** may be dropped or off-loaded onto a **green area, walkway or wetland area**. A **copy of such letter of approval** must be **handed in** with the **HOA office** as well as a **copy must be kept on the building site**. Before any action of any kind is taken, the Building Manager must first be consulted for advice and/or approval.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.10 The HOA Management may **visit any residential stand, open stand or building site** at any time and without permission.

29.11 Under no circumstances may people/residents/children **trespasses/visit/loiter around on building sites** without the permission of the main building contractor or owner builder. Only official inspectors and the HOA Management are permitted to do site visits without any permission.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.12 All building and maintenance **projects must be registered** with the HOA. All workers entering the Estate must be registered with the HOA and official name lists of all workers and contractors must be completed and handed in at the HOA office in order to be registered. Name lists must be accompanied by SAPS certified copies of ID documents or passports with legal work permits and/or legal asylum documents must be submitted.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.13 **Misbehaviour of any worker or contractor**, bad temper, etc. will lead to the permanent cancellation of access to the Estate. In such cases the owner has to find a new and ZCE accredited main building contractor, sub-contractor or worker.

29.14 **All rules of the Estate** are applicable on all building, maintenance and renovating projects, etc. on all stands at all times.

29.15 **No resident may refuse access for the HOA Management** to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.

29.16 Owners and contractors are not allowed to **interpret rules** their own way or to make their own assumptions of rules to suit their own situations. The interpretation of rules done by the Building and Aesthetical Manager of the Estate is the correct interpretation. Rules of the Estate must be obeyed by the owner, owner builder, main building contractor, sub-contractor, etc. consequently and persistently! Rules are made by the Management of the Estate and endorsed by the Board of Directors and not by owners, residents, contractors or workers.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.17 A **main building contractor's appointment by an owner** for the Building Project Clearance Certificate (BPCC) and the Principal Contractor document means that:

- The main building contractor must be a registered with the NHBRC, must have a clean record as well as an advanced experience in house construction.
- After the selection of a main building contractor by an owner, the main building contractor will be screened by the HOA as well as the security company operating on the Estate.
- The main building contractor must be in possession of a Safety Certificate for each building project undertaken on each stand on the Estate. The building site's safety file must be updated weekly by the main building contractor. All prescribed procedures regarding safety measures on a building site must be adhere to.
- After the successful screening of the main building contractor, he/she gets into a written agreement/contract with the owner.
- The contract can't be cancelled one sided by the owner without very good reasons to the main building contractor as well as to the HOA, before any form of action is taken by the owner.
- Should it be necessary that the main building contractor be fired/breach in the contract, the HOA must be informed about the intension of the owner and the owner must submit a copy of the letter written to the main building contractor and signed by the main building contractor for the receival of the letter.
- The contract must stipulate all facets of the project to be completed as well as the schedule of payments. Both the owner and the main building contractor sign for payments on the set contract.
- This signed contract by both parties must be submitted to the Building Development Manager of the Estate.
- The main building contractor takes full control and responsibility for the project from the appointment as main building contractor by the owner until the date that the owner occupies the house.
- The main building contractor manages the complete building project on behalf of the owner, registers workers, hires workers, fire workers, manages all facets of the building project, reports directly to the owner on progress, problems, etc. during the daily site meeting between owner and main building contractor.
- The main building contractor is the responsible person for the complete project and must finish-off the project in full. No main building contractor may only do part of the construction work and leave the rest for the owner or for the owner to execute construction related work on the licence of the main building contractor. If this manner of operation is identified, the main building contractor will be put off the Estate permanently and the owner will be fined with R5000.00.
- The main building contractor will be responsible for the complete project for five (5) years after the owner has occupied the house.
- The main building contractor is accountable to the owner and to the Building Development Manager of the Estate on the progress of the project as well as all other aspects included in the rules of the Estate.
- If an owner doesn't respond to mails send to the owner on a specific problem during weekly inspections of building sites or residential environments, building sites will be blocked for any form of development. Such blocked building sites will force owners automatically to address

the matter of concern as stipulated in the mails. Blocked building sites will only be opened for further development once all penalties were paid, the problem on the building site was removed to the complete satisfaction of the Building Development Manager on behalf of the aesthetical appearance of the Estate. After a number of no responses to the HOA mails send to an owner, the owner will not receive any further notifications of a blocked building site. The owner already received several mails of notifications on problematic issues received by the owner him/herself. This forms enough proof of a problematic issue.

- The personal contacting details of an owner must be updated twice a year with the HOA office.

29.18 Inspections and the management of building rubble.

- No **rubble, building materials or excavated soil** etc. is allowed on adjacent or open stands without the prior **written approval** of the adjacent or open stand owner. Such written permission must be **handed in** with the Building Development Manager;
- Should **excavated soil** or **rubble of any form** be placed on an adjacent or open stand or pavement or street or open area, it must be **removed within 48 hours from the dumping thereof** or the **start of the excavations**. **Disobeying this ruling** will lead to the fact that it **will be removed** by the HOA or an outsourced service provider **without any notice** and definitely **to the cost of the owner** of the stand contravening the rule(s) or doing the dumping;
- **Building rubble** on a building site must be removed daily. The volume must never be more than that of five (5) wheelbarrows. All building sites must be cleaned not later than 15:00 on a Thursday for the Estate's weekly inspections that will be conducted on a Friday. Building site Inspections and Aesthetical Environment inspections take place on Fridays. During these inspections photos will be taken of contraventions of the Estate's rules and the inspection list will be completed. During the next week owners will receive a mail consisting of either a request or a warning or a penalty. Fines will be imposed on the levy account of an owner automatically and must be paid within 7 (seven) week days.
If rubble will be used for the purpose of landfill or even a ramp to a garage, such rubble must be flagged with an applicable notice at all times. This volume may not exceed the total volume of five (5) wheelbarrows. Plastics, empty coke bottles, wrappings, wood, paper, boxes, etc. may not be part of such building rubble.
- **Excavated soil** on a building site must be removed **within 48 hours** as from the start of it.
- **Garden rubble/waste/refuse** or **household rubble/waste/refuse** or **resettlement waste** on a stand must also be **removed immediately** from a stand by the **owner** of the stand.
- Should **removal on a building site be held up** by the rain or wetness of the soil the estate management should be advised of a possible new date of the removal;
- No **building rubble** such as (papers, cement bags, plastic, wrapping, boxes, etc.) may be **left in the open** on a **building site**. It should be **managed immediately** within an enclosure like a **reinforcement basket** covered with nylon netting or hessian OR inside a **SKIP** from the City Council to ensure the stuff is not windblown or visible.
- **Inspections of all stands and building sites** will take place at the start of the Christmas closure period and must be in line with the procedures as determined for this period. Stands and building sites that do not comply with these procedures will be penalised automatically and unconditionally.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

For the **Christmas closure period** penalties are as follows for all contraventions:

- A fine of R5000,00 for the contravention of the rule and R1000,00 per day.
- A fine of R2500,00 if cleaning in any form has to be done.
- A fine of R1000,00 per day added for each worker on a site or residential stand.

29.19 Applicability of the building rules.

All the building rules are ipso facto applicable to residential stands should any form of construction related work be done on such a residential stand.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.20 **Uncertainties with developments.**

Whenever an owner or resident is uncertain about an idea, new project, new developments, or plan a new project, carport, louvres, addition, or anything, etc. the owner has to consult with the Building Development & Aesthetical Environment Manager for applicable information BEFORE any action takes place. It is better to be pro-active than to be re-active on any form of development.

Penalty for breaching this rule:

A fine of **R2500,00** per contravention will be applicable every week or for a specific time-frame.

29.21 **Steps to follow for all construction related activities on residential stands.**

Construction related activities imply: additions, carports, paving, louvres, swimming pools, fishponds, maintenance, renovations, painting, lean-to, etc.:

1. The owner will invite the Estate's Controlling Architect for a visit to the residential stand and explain the idea the owner has.
2. The Controlling Architect will inform the owner on all the design requirements of the Estate as well as that of the City Council.
3. The owner will request his/her architect to draw up the plans for the project: e.g. carport.
4. The owner's architect will forward the final draft plan to the Controlling Architect for assessment according to the criteria of the **Architectural Design Rules** of the Estate.
5. The *building/construction deposit* for the project (e.g. carports, etc.) must be paid and proof for the payment thereof must be handed in with the Controlling Architect.
6. If changes must be done, the Controlling Architect will ask the owner's architect to adjust the plans.
7. The owner's architect re-submits the plans to the Controlling Architect again for assessment and Aesthetical approval.
8. If aesthetically approved, the owner's architect will forward the plans to the City Council for municipal approval.
9. In the meantime the Controlling Architect will forward the orange Stand file with all applicable documents to the Building Development Manager of the Estate.
10. After receipt of the orange Stand File from the Controlling Architect the Building Development Manager will invite the owner who will invite on his part the project contractor for a compulsory interview during which all agreements and forms will be signed. The rules will also be explained and signed for.
11. A copy of the City Council approved plans must be handed in with the Building Development Manager.
12. After the receipt of all applicable documents on the Stand File and the Stand File is 100% complete with all documents completed and signed, the Project Clearance Certificate will be issued together with an applicable sticker for the contractor's display board on the stand.
13. Thereafter the construction of the project may commence.

Penalty for the breach of this rule:

A fine of **R2500,00** per contravention and **R500,00** per day will be applicable every week or for a specific time-frame.

29.22 **ACCESS.**

Under no circumstances may an **owner or any other person open the access booms** at the main gates for or on behalf of a contractor, sub-contractor or for any other person, **electronically** or by means of a **physical finger reading** – also when such contractor is not reachable or physical not present on the building site.

The appointed principal contractor or main building contractor is accountable for the complete project and must manage the project from start to the end when the Aesthetical Occupancy Inspection is successfully done – for this reason the principal contractor or main building contractor manages the access of all contractors to the Estate for the building site.

29.23 **SAFETY.**

The **Occupational Health & Safety Act, Act 85 of 1993**, is applicable to all projects initiated on a residential stand. The **Regulations to the Act** is also applicable and must be adhere to at all times. The procedures of the HOA of Zambezi Country Estate related to the Act and its Regulations are to be adhere to without any delay. All costs related to Safety is for the account of the owner who is the "client" by Act.

29.24 **CONFIDENTIALITY and INFORMATION.**

The *Protection of Personal Information Act, 2013, (POPI Act), Act 4 of 2013*, determines that no information of any person may be disclosed to any enquiring person unless a court order in this regard is presented. All personal information, residential information and construction related information will therefore not be disclosed to any person except when it is development/construction or plan approval related or during an initial building project interview.

30. DECISION AND APPEALS.

30.1 In the event of **appeals or contesting of the facts** relating to any fine imposed or decision made by the HOA, written representation must be addressed to the Board which appeal or defence will be dealt with at the first Board Meeting subsequent to receiving such written representation. The **decision of the Board is final** and no further appeal is permitted thereafter.

30.2 All **appeals must be submitted to the HOA within 7 (seven) week days** as from the date the original document/penalty/e-mail was send to the owner. After the cut-off of the 7 (seven) week days, no appeal will be adhere to.

30.3 The Board may resolve to afford the resident and the owner of the erf (if applicable) with the opportunity **to be adhere to** at a Board meeting. At the Board meeting, the resident or the owner of the erf (if applicable) shall have the right to be present, and to be assisted or represented by another person and to:

- give evidence;
- to be heard;
- to call witnesses;
- to cross-examine any person called as a witness in support of the charge and to have access to documents produced in evidence.

After giving evidence the resident or owner will be excused.

30.4 Upon the conclusion of the Board meeting, the Board shall deliberate the evidence and if so resolved, they may **confirm a fine imposed or withdraw such fine** and/or **approve the reimbursement** thereof. The failure of the resident and/or the owner of the erf (if applicable) to attend the Board Meeting shall not invalidate the proceedings thereof.

31. RELAXATION OF RULES

No indulgence or relaxation in respect of these rules shall constitute a waiver or consent, or prevent their enforcement by the Board at any time.

32. AMENDMENTS TO THESE RULES

The Board or the ZHOA Management may add to, amend or repeal these rules from time to time in terms of the MOI or Articles. The latest version of this document is always applicable and replaces all previous versions of the document. It is also applicable to all parties involved at all times.

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