

# **SUNBIRD GOLF & WILDLIFE HOME OWNERS'** **ASSOCIATION'S**

## **HOUSE RULES**

1. Whenever the Association and/or its directors consider that the appearance of any land or building vested in a member or members is such as to be unsightly or injurious to the amenities of the surrounding area, the directors may serve notice on such member or members to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition.
2. Every member/occupant shall maintain and keep the garden within his property in a neat, tidy and manicured condition, and in the event of such member failing to do so to the satisfaction of the Association, the Association shall be entitled to take such action as may be necessary to rectify the situation and to charge the member concerned.
3. Every member/occupant is obliged to maintain, trim and keep clean and tidy and manicure the area between the street and the boundary of his property.
4. Garden fences/walls and outbuildings forming part of the streetscape shall be maintained, kept neat and clean and painted where necessary.
5. Plants may not interfere with pedestrian traffic or obscure the vision of motorists.
6. The design and management of the Estate is intended to cause minimal disruption to the natural bushveld environment.
7. Protection of this natural environment includes all plant life, wild animals, birds, fish, water and air.
8. No activities will be permitted on the Estate that cause harm or disruption to the environment.
9. Vehicles may only be driven on designated roads.
10. Any person found violating these guidelines will be severely penalised.
11. No fishing is allowed in any dam on the Estate.

12. Members shall ensure that:
  - 12.1 declared noxious flora are not planted and do not grow in their gardens;
  - 12.2 protected plant species are not disturbed or damaged;
  - 12.3 indigenous trees are retained and protected;
  - 12.4 exotic and invasive vegetation be removed and substituted with indigenous plants and trees.
13. No potentially harmful substances to animals, including plastic bags, may be kept in the open.
14. Fire protection on the Estate is critical.
15. Open, unprotected fires may not be lit anywhere on the Estate. Fires may only be lit in a purpose built braai area and must be adequately supervised.
16. Areas surrounding braai's must be kept clear of grass or other combustible material at all times and fires must be properly extinguished after use.
17. Camping is not allowed anywhere on the Estate and no tents or caravans are permitted.
18. General refuse, garden refuse and refuse bags may not be placed on the pavement except if it will be removed within a period of 12 hours.
19. Members/occupants are responsible to remove rubble dumped on their properties even if dumped by others.
20. Vacant stands must be kept clean, free of rubble and free of excessive weeds and/or vegetation or growth to the satisfaction of the Association.
21. Caravans, trailers, boats, tool sheds, equipment, tools, engine and vehicle parts as well as accommodation for pets, are to be sited out of view and screened from neighbouring properties and streets.
22. Washing may only be hung on lines screened from the street and from neighbouring properties.
23. No business activity or hobby which causes aggravation or nuisance to fellow occupants and/or members may be conducted.

24. The volume of music or electronic instruments or other sources of noise, partying and the activities of domestic workers should be restricted to a level or should take place in such manner as not to be heard on adjoining properties or any properties on the estate.
25. The use of power saws, lawn mowers, and the like (electric mowers are preferred), should only be undertaken between the following hours on Mondays to Saturdays: 07h30 – 18h00.
26. Parents are obliged to ensure that their children do not play in the streets, on the golf course, or in any dams, lakes or streams.
27. Members' properties may only be used for residential purposes, no business of whatsoever nature may be conducted from any property.
28. The local authority's bylaws relating to pets shall be strictly enforced and applicable to all pets.
29. No person shall be allowed to keep more than two small dogs and two cats on a property without the written approval of the Association. Only small dogs are allowed. No poultry, pigeons, aviaries, wild animals or livestock shall be kept on a property.
30. Pets are not allowed to roam the streets.
31. Pets must be walked on a leash at all times.
32. Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it.
33. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner.
34. Stray pets without identification tags will be apprehended and handed to the municipal pound.
35. The Association reserves the right to have a pet removed should it become a nuisance within the estate. The Association has an unfettered discretion in this regard, but will not exercise the said right without first having directed a written notice to the owner furnishing details of the complaint and the complainant and affording the owner a reasonable opportunity to eliminate the cause of the complaint.
36. No member shall be entitled to erect more than one dwelling house on a property.

37. No subdivision of any property shall be allowed. Consolidation will be allowed if approved in writing by the directors and/or the Association.
38. It is a specific rule that full levies and charges shall be payable for each stand a member owns and if two or more stands are to be consolidated, which may not be done without the express written permission of the Association and/or its directors, two levies or more, as the case may be, shall be payable, provided that the consolidated levy shall only represent and entitle the registered owner of the consolidated erven to 1 (ONE) vote.
39. Security rules and protocol at the gates and elsewhere in the estate shall be adhered to at all times.
40. Any ID card system to be introduced by the Association and/or the managing agent for permanent workers, temporary workers and contractors must be conscientiously enforced and adhered to.
41. It will be a breach of these rules to abuse security personnel at the gatehouse and/or in the estate.
42. The security centre at the gatehouse should be advised in advance of the pending arrival of visitors.
43. Members/occupants are obliged to request visitors to adhere to security protocol at the gatehouse and members/occupants are requested to treat the security personnel in a co-operative and courteous manner.
44. Only permanent domestic workers and gardeners registered at the security office and/or Association and/or management office will be allowed to enter and exit on foot.
45. Members are obliged to ensure that contractors in their employment adhere to and are informed of these rules, the security protocol at the gatehouse, security stipulations, Contractors Code of Conduct and the terms and conditions set out in the Association's standard building agreements;
46. Members' contractors and any employee working in the estate shall be submitted to a security clearance at the discretion of the Association at any stage and all entrances shall be security controlled, if necessary.
47. It is preferred that burglar alarm systems acquired by residences be compatible with the electronics of the estate's security system.

48. The streets of the townships are intended for vehicle and pedestrian traffic. Drivers of motor vehicles do not have a preferential right of use, and are obliged to afford all other users of the streets an equal right of use.
49. The speed limit is restricted to 40 km per hour.
50. Should a member wish to sell or lease his property, only an accredited estate agency and estate agent may be selected to procure the sale or lease. The Member is obliged to ensure that the agency and agent is in possession of a copy of these rules and also binds itself and himself to these rules. The accredited agent must also ensure that the purchaser / lessee is informed about and receives a copy of the Articles of Association and these rules or any other administrative regulations applicable at the time.
51. Accredited estate agencies and estate agents shall be liable to pay a yearly accreditation fee to the Association which fee shall be determined by the Association or its directors from time to time.
52. Agents may only visit the property by appointment with an owner and must personally accompany a prospective purchaser or lessee.
53. The Association shall be responsible for maintenance of all internal streets, streetlights, water reticulation, water reservoir, security network, sewerage network and sewerage works as well as the common property owned by the Association.
54. The Association may enter into an agreement with a managing agent or any member for the provision of amenities and services to the members and to levy a reasonable charge in respect of the provision thereof.
55. The Association and/or directors may delegate such of their powers to a managing agent as they may determine.
56. The managing agent may delegate any of its powers so delegated to it, or any power accorded to it, to any person nominated by it and any reference to the managing agent shall be deemed to include a reference to any such nominee.
57. All building plans shall comply with the Architectural Guidelines applicable to the township.
58. All building plans must be approved by the appointed architect of the Association before any building operations may commence, including any additions and alterations.

59. No building activities or site cleaning may commence without the written consent of the Association and/or the managing agent on behalf of the Association.
60. Contractor's activity is only allowed during the following hours:  
between 06h00 – 17h00 on normal weekdays, and  
between 07h00 – 14h00 on Saturdays.  
These times are called "public times"  
**NOTE:** No contractor's activity is permitted on Sundays and public holidays without special prior written permission from the Association and/or its directors and/or managing agent, as these days are viewed as private time.
61. All contractors', sub-contractors' and their workers must enter and exit the estate in an approved vehicle.
62. It is incumbent on the contractor to provide proper chemical toilet facilities for workers before any building, amendments, improvements or cleaning of the building site may commence.
63. No watchmen shall be allowed on any building site.
64. Building material may under no circumstances be dumped on the sidewalks or any other open spaces in the estate. Every property owner shall ensure that his appointed building contractor furnish rubbish containers and, at all times, shall keep the premises free from accumulation of rubbish and building refuse caused by construction. The Association and/or its directors shall charge the property owner for any clean-up of a contractor's building area.
65. The contractor shall ensure that the workers use the rubbish containers and remove the rubble on a weekly basis. Rubble shall not be burned on site.
66. Sites shall be kept as free as possible from building rubble.
67. Where materials are offloaded by a supplier, on or partly encroaching onto the pavement or roadway, the materials must be moved onto the site by the contractor as soon as possible. No material must be allowed to remain on the roadway or pavement and it is the contractor and owner's responsibility to clear the pavement and/or roadway of any such materials.

The same applies to sand and/or rubble that have been washed or moved onto the road during building operations.

68. Deliveries from suppliers must be scheduled in public times only.
69. The owner and the contractor shall be responsible for any damage to streets and/or kerbs within the estate and/or any other damages caused within the estate.
70. Should a contractor breach or allow the breach of any provision of these rules by his employees, workers, a sub-contractor or its workers, the Association and/or its directors may itself rectify the breach as deemed necessary and claim any expense from the contractor and/or suspend building activities until such breach is remedied. It may do so at any time and without notice and without recourse from the owner and/or contractor and/or sub-contractor.
71. The construction of dwellings shall be completed within 12 (TWELVE) months from date of commencement, failing which the Association shall impose double the amount of levies due by such member.
72. Members shall not be entitled to erect a residence of which the square meters of the house and any outbuildings are smaller than stipulated in the Architectural Guidelines.
73. Building plans pertaining to any additions and alterations to existing structures must be approved by the appointed architect of the Association or its directors.
74. No member ceasing to be a member of the Association for any reason shall (nor shall such member's executors, curators, trustees or liquidators) have any claim upon or interest in or right to the funds or any other property of the Association.
75. The Association may claim from any member or his estate any arrear levies and interest thereon or any other sums due by him to the Association at the time of him ceasing to be a member.
76. Every member of the Association hereby waves any right he may obtain against the Association to claim any damages incurred by virtue of damage to or loss of property or from personal injury of the member occasioned while anywhere in the estate. Every member indemnifies the Association against any such claim made by the member's spouse, child, parent, servant, guest, building contractor or invitee.
77. No member shall let or otherwise part with his property without the written consent of the Association.

77.1 Members shall on request furnish to the Association details of their:

- Residential address (which shall be a member's chosen *domicilium citandi et executandi* for the service of all legal processes)
- Postal address
- Home and work telephone numbers and facsimile numbers
- Cellular phone numbers
- E-mail addresses

which addresses and contact details shall be noted in the membership register.

78. The Association shall be entitled to levy as a liquid amount to Members' levy accounts the charges, costs and/or expenses pertaining to but not limited to refuse removal, sewage, rendering of water services, levies, penalties, fines, cutting of grass on vacant stands and the removal thereof and any other charges deemed necessary.
79. Levy accounts shall be paid in advance on or before the 7<sup>th</sup> day of each and every month.
80. It is the responsibility of members to furnish the Association with their addresses and contact details should their details change or should the Association request same. Failure to do so, may at the discretion of the Directors, result in a fine being imposed on such defaulting members.
81. The provision of these rules shall be binding upon all members, lessees of properties and their families, visitors and servants and on all persons occupying any property, through or under any member, whatever the nature of such occupation.
82. Should a member or occupant or any of the persons mentioned in rule 81 fail to comply with any of the above rules, the Association shall be entitled to carry out the necessary work (or have it done) and to claim payment of its expenditure from the owner together with interest at a rate equal to Nedbank's Prime overdraft rate and/or impose penalties on such owner or occupant.