

SCHEDULE "2"

DATED

FEBRUARY 2022

HOLLINS PLACE HOMEOWNERS ASSOCIATION (RF) NPC

RULES

1. **DEFINITIONS**

- 1.1 **"Association"** means the Hollins Place Homeowners' Association (RF) NPC (Registration Number TBA);
- 1.2 **"Board"** means the board of Directors of the Association as constituted from time to time;
- 1.3 **"Contractor's Undertaking"** means the document attached hereto marked **"B"**;
- 1.4 **"Developer"** means 16 West Hertford Development Proprietary Limited (registration number 2019/583461/07), a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa;
- 1.5 **"Directors"** means the Directors of the Association from time to time;
- 1.6 **"Erf"** means an Erf, or any subdivision of an Erf, or any unit in any sectional title scheme established on an Erf in the Estate;
- 1.7 **"Estate"** means the Hollins Place Estate situated on Erf 3102 Bryanston Extension 7 Township, Registration Division IR, Province of Gauteng;
- 1.8 **"Member"** means the registered owner of an erf in the Estate;
- 1.9 **"Memorandum of Incorporation"** means the Memorandum of Incorporation for the Association registered in accordance with the provisions of the Companies Act, 2008;
- 1.10 **"Resident"** means a person who permanently resides in an Erf, whether or not that person is a Member;
- 1.11 **"Rules"** means these Conduct Rules;
- 1.12 **"Visitor"** means any person entering upon the Estate by invitation from a Member or a Resident;
- 1.13 the singular shall include the plural and *vice versa* and words importing one gender shall include the other genders;
- 1.14 headings to clauses are for reference purposes only and are not to be used in the interpretation thereof;
- 1.15 the number of days prescribed shall be calculated exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. **INTRODUCTION**

- 2.1 These Rules are made by the Directors of the Board in terms of the Memorandum of Incorporation.
- 2.2 These Rules shall be binding on all Members, Residents and their Visitors.
- 2.3 Any breach of these Rules by a Visitor or Resident who is not a Member, will be attributed to the relevant Member, who shall be held responsible for such breach.
- 2.4 These Rules are made in accordance with, and supplement, the Memorandum of Incorporation.

- 2.5 These Rules shall be enforced by the Board. Any infringement of these Rules may result in the offender being penalised with a fine or such other sanction as may be deemed appropriate by the Board and as more fully provided for in the Memorandum of Incorporation.

3. **VEHICLES**

- 3.1 The maximum speed limit on the Estate shall be 10 (ten) km/hour.
- 3.2 The driver of any vehicle on the Estate shall at all times comply with all of the provisions of the applicable Road Traffic Ordinances, municipal bylaws and any other laws relating to the control of a vehicle.
- 3.3 The driver of any vehicle shall ensure that the vehicle is driven in a manner which creates the least possible disturbance to Residents.
- 3.4 No vehicle or trailer shall be parked on the driveway, sidewalk or pavement, other than as a temporary measure for Visitors.
- 3.5 No repair to (other than in an emergency) or maintenance on any vehicle shall be performed on any part of any Erf that is visible from any public road on the Estate.
- 3.6 The Association shall be entitled to prevent from entering the Estate any vehicle which appears to be unroadworthy or likely to leak oil or other substances onto the roads of the Estate or is likely to make an unusual noise or cause a disturbance on the Estate.

4. **NOISE AND NUISANCE**

- 4.1 A Member or Resident shall only use, or permit the use of mechanical equipment likely to create a noise or disturbance, or undertake any maintenance on his or her Erf, during the following hours:
- | | | |
|-----|-------------------|----------------------------|
| (a) | Monday to Friday: | 08:00 hours to 16:00 hours |
| (b) | Saturday : | 08:00 hours to 13:00 hours |
| (c) | Sunday: | Nil |
- 4.2 All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the Board.
- 4.3 All noise which is undue in the discretion of the Board or other owners must cease at 00:00 on Fridays and Saturdays and at 22:00 on all other evenings.

5. **USE OF AN ERF**

- 5.1 No Erf shall be used for any purpose other than that for which it is zoned in accordance with the Town-planning provisions of the City of Johannesburg applicable to that Erf.
- 5.2 Notwithstanding anything to the contrary in any legislation applicable to any Erf in the Estate, any business conducted on any Erf shall comply with the following provisions:
- (a) not more than 20% (twenty per centum) of the floor area of the main dwelling on such Erf shall be used for business purposes;

- (b) employees of the business working from the Erf shall not exceed 2 (two) in number;
- (c) the conduct of the business shall not constitute a nuisance or disturbance to other residents in the Estate;
- (d) no signage that is visible from any public road in the Estate shall be permitted;
- (e) no goods shall be displayed nor shall any business activity be undertaken in such a manner as to be visible from any public road in the Estate; and
- (f) visitors who enter the Estate to visit any Erf for business purposes shall only be permitted to do so between the hours of 08:00 and 18:00 from Monday to Friday.

6. **PETS**

6.1 Every pet shall:

- (a) wear a collar with a tag indicating the name, telephone number and address of the Erf on which it is kept;
- (b) be restrained while within the confines of an Erf by a suitable fencing.

6.2 No Member, Resident or Visitor shall permit his or her pet:

- (a) to leave his or her Erf unless such pet is secured by a leash or other restraining mechanism; or
- (b) at any time to make a noise so as to create a nuisance or disturbance.

7. **REFUSE**

7.1 Refuse must be retained in closed refuse containers which, save as set out in 7.2 below, shall be stored so as not to be visible from any public road.

7.2 Refuse containers may be placed on the road outside an Erf for collection purposes on days designated for such collection and must be removed immediately the refuse has been collected.

7.3 Refuse containers must be cleaned and sanitised regularly so as not to create a noticeable smell to other residents in the Estate.

8. **SECURITY**

8.1 Unless otherwise resolved by the Board, the Estate security shall be undertaken by a single security company appointed by the Board. All Members, Residents and Visitors shall at all times comply with:

- (a) any security system or protocol instituted from time to time by the Board; and
- (b) any instruction issued by any security officer appointed by the Board where the Board has authorised such security officer to issue such instruction.

9. **ALIENATION**

No Member shall sell or otherwise alienate any Erf or any part thereof unless:

9.1 the purchaser or alienee has agreed in writing to be and become a member of the Association on the date of transfer; and

9.2 the Board has issued a certificate confirming that all levies and other amounts payable to the Association in respect of the Erf have been paid, or the payment thereof has been secured to the Board's reasonable satisfaction, for the period up to and including the date of transfer of the Erf to the purchaser or alienee.

10. **USE OF SIDEWALKS**

A Member or Resident shall be entitled with the prior consent of the Association to maintain and introduce plants on the sidewalk adjacent to the Erf occupied by such Member or Resident ("**the sidewalk**"), provided that:

10.1 any planting shall not interfere with the ability of pedestrians to use the sidewalk;

10.2 the sidewalk shall not any time be used for the storage of building or other materials;

10.3 no vehicle shall be parked permanently on the sidewalk;

10.4 the sidewalk shall at all times remain under the control of the Association which shall be entitled at any time to vary or withdraw its consent to the member or Resident's use of the sidewalk if this is deemed to be in the interests of the Estate.

11. **LEVIES**

11.1 All levies due to the Association shall be paid monthly in advance on or before the first day of each and every month.

11.2 The Board shall be entitled to charge a penalty on any amounts paid after the due date for payment. This penalty shall be calculated monthly in advance from the due date for payment to the date that all outstanding amounts paid in full at the prime interest rate plus 3% (three percent) charged from time to time by the Association's bankers, pro-rated if necessary.

11.3 No Member shall be entitled to withhold payment of any amount due to the Association for any reason whatsoever.

12. **CONSTRUCTION AND ALTERATIONS**

12.1 No building operations or any alterations to any building on any Erf in the Estate shall commence without the prior written approval of the Board, which approval shall only be given when:

(a) the Developer has confirmed in writing that the plans of the proposed construction or alterations are approved; and

(b) any contractors appointed to undertake any work on the said Erf have signed a Contractor's Undertaking in favour of the Association.

12.2 All buildings and alterations undertaken on an Erf shall be built or undertaken strictly in accordance with the plans as approved by the local authority.

13. **APPROVAL OF BUILDING PLANS**

All plans for the construction of any building on an Erf, or any alterations thereto that require the approval of the local authority or will have the effect of changing the

appearance of the buildings on the Erf shall be submitted to the Developer (during the Development Period) and thereafter to the Board for approval before submission to the local authority.

14. **VACANT STANDS**

14.1 A Member shall at the Member's cost ensure that, until such time as building commences on any Erf:

- (a) the Erf is kept clean and free of any unnatural material; and
- (b) the grass growing on the Erf is cut to a height no greater than 10 (ten) centimetres from the ground in February and October of each year.

14.2 If a Member fails to comply with these requirements, the Association shall be entitled (but not obliged) to comply therewith on the Member's behalf and recover the reasonable costs of doing so from the Member.

15. **CONTRACTORS**

Any Member or Resident who invites any Contractors onto the Estate Shall:

15.1 ensure that such Contractor signs a Contractor's Undertaking prior to the commencement of any work by the Contractor;

15.2 be responsible for ensuring that such Contractor adheres to the conditions contained in the Contractor's Undertaking; and

15.3 be responsible for any act or omission as a consequence of which any harm or damage is caused to any person or property on the Estate while such Contractor is on the Estate.

16. **SALE**

16.1 **Conditions of Title**

- (a) If any Member sells or otherwise alienates that Member's Erf in the Estate, the Member shall ensure that the deed of transfer contains the following conditions of title:-

- (i) *Every owner of the erf, or any subdivision thereof, or any interest therein, or any unit as defined in terms of the Sectional Title Act, shall become and remain a Member of the Home Owners Association and be subject to its constitution until he/she ceases to be an owner as aforesaid. Neither the erf, nor any subdivision thereof, any interest therein, nor shall any unit thereon be transferred to any person who has not bound himself to the satisfaction of such Home Owners Association to become a member of the Home Owners Association.*
- (ii) *The owner of the erf or any subdivision thereof, or any interest therein, or any unit as defined in the Sectional Titles Act shall not be entitled to transfer such erf, subdivision thereof, interest therein or unit thereon without a Clearance Certificate from the Home Owners Association stating that provisions of the Memorandum and Articles of Association of the Home Owners Association, Estate Rules and Architectural Guidelines have all been complied with, and that all monies due to the Home Owners Association has been paid.*
- (iii) *The term 'Home Owners Association' in the aforesaid conditions of title shall mean the Hollins Place Homeowners Association (RF) NPC.*
- (iv) *The owner of the erf or any successors in title is obliged to commence building operations of the main house and outbuildings within 4 (four) months from the date of first registration of the erf and to complete such construction within 14 (fourteen) months after date of first registration of the erf.*
- (v) *The owner of the erf or any successor in title undertakes to at all times comply with the Memorandum and Articles of Association, the Estate Rules and Architectural Guidelines laid down by the Home Owner Association from time to time.*

17. LEASE

A Member shall ensure that any person who enters the Estate at his invitation whether as a Resident or a Visitor shall be made aware of these Rules, all of which are binding on such Resident or Visitor.

18. ESTATE AGENTS

- 18.1 Other than on showdays, agents selling may only operate on a "by appointment" basis, and must personally accompany a prospective buyer and are not allowed to erect any "for sale" or "sold" signage boards.
- 18.2 With the prior approval of the Board, which approval will not be unreasonably be withheld, and upon such conditions as may reasonably be imposed by the Board, the Member will be entitled to hold showdays, *provided that* no more than two showdays will be held per month. "For sale" boards shall only be allowed on showdays and are to be removed before the close of business on any showdays.

19. STABILISATION FUND

- 19.1 The Association shall establish a stabilisation fund ("**the Stabilisation Fund**") for the purposes of building up a reserve of funds to finance projects of a capital nature from time to time in order to improve the amenities offered by the Estate.

19.2 The Stabilisation Fund shall be financed by the payment to the Stabilisation Fund of any surplus in the monthly levies collected by the Association as determined at the financial year end of the Association.

20. **AMENDMENT OF RULES**

The Company shall be entitled to add to, delete or amend any rule contained herein or adopt any additional rule if the Members in a General Meeting convened in accordance with the Memorandum of Incorporation, so decide.

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**ANNEXURE "A" TO RULES
CONTRACTOR'S UNDERTAKING**

CONTRACTOR:

Name of Company:

Registration number of Company:

Address of Company:

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Name of Company representative:

Position in Company:

Contact number:

EMPLOYER:

Name of Employer:

Address of Employer:

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Contact number

ERF:

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1. UNDERTAKING

1.1 I the undersigned, being duly authorised hereto, confirm that the Company referred to above ("**the Contractor**") has been appointed to do certain work on the Erf referred to above ("**the Site**").

1.2 I undertake to the Hollins Place Homeowners Association (RF) NPC to ensure that the Contractor and every person who enters Hollins Place Estate ("**the Estate**") for and on behalf of the Contractor (all of whom are included in the definition of "**the Contractor**" in this Undertaking) adheres to the conditions set out below while on the Estate.

2. HOURS OF WORK

2.1 No Contractor shall be permitted to be on the Estate outside of the following hours:

- (a) Monday to Friday 08:00 to 16:00
- (b) Saturday 08:00 to 13:00
- (c) Sundays and Public Holidays: Nil except in emergencies.

3. ACCESS TO ESTATE

- 3.1 The Association shall at any time be entitled to refuse access to the Estate to any Contractor who is not able to produce proof of identity to the satisfaction of the Association.
- 3.2 Every Contractor shall enter the Estate only through such entrance or entrances as the Association may designate for this purpose from time to time and shall submit to such security checks and protocols as the Association deems desirable.

4. SITE HYGIENE

The Contractor shall ensure that:

- 4.1 any area on the Site where the Contractor is working is screened from public view to the satisfaction of the Association;
- 4.2 the Site shall at all times be kept in a clean, tidy and hygienic condition;
- 4.3 all rubbish shall be stored in a pest-proof environment on the Site and removed from the Estate as soon as is possible;
- 4.4 no open fires shall be permitted on the Site;
- 4.5 toilet facilities are provided on the Site and that these are properly screened, cleaned, maintained and used by the Contractor; and
- 4.6 all building materials are stored on the Site and are neatly packed.

5. RIGHT OF ADMISSION RESERVED

The Contractor acknowledges that the Association reserves the rights to:

- 5.1 refuse access to the Estate to any person; or
- 5.2 require any person to leave the Estate;
- 5.3 without giving reasons for exercising these rights.

SIGNED at on this the day of 20...

AS WITNESSES:

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THE CONTRACTOR

SIGNED at on this the day of 20...

AS WITNESSES:

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THE OWNER