

DERBY RANCH HOME OWNERS ASSOCIATION: ESTATE RULES REVISED JULY 2012

Welcome to Derby Ranch Estate.

The Rules contained within this document are aimed at assisting you to be aware of your responsibilities as a Resident of this Estate and ensuring that you and members of your family, tenants, visitors, friends, employees, their family and friends and any other invitees, abide by and adhere to the Rules.

Rules assist in maintaining the exceptional lifestyle offered by this Estate; they contribute towards harmonious communal living, exceptional security, protection of our environment, and ultimately the enhancement of property values of all our homeowners.

The following serves as a general guideline to residents:

- It must be each Residents declared intent to live as harmoniously as possible with all other residents and to respect each others rights of privacy and lifestyle.
- Common courtesy and consideration for others must be the basis for all aspects of behaviour.

It is the responsibility and duty of owners to ensure that their tenants, visitors and servants are familiar with and abide by these rules.

It is hoped that parties in conflict will try to resolve matters amicably between themselves before involving the DRHOA.

1. DEFINITIONS

- 1.1 **DRHOA**: Derby Ranch Homeowners Association – Registration Number 2007/000872/08 (an Association incorporated under Section 21 of Act 61 of 1973 as amended). The term “DRHOA” as used in these rules shall be taken to indicate the duly authorised Directors and Management of the Estate, including sub-committees and the Security sub-contractor.
- 1.2 **Articles**: The current version of the Memorandum and Articles of Association of Derby Ranch Homeowners Association.
- 1.3 **Directors**: The current Board of Directors of the DRHOA as nominated and elected from time to time.
- 1.4 **Owner**: The current registered owner(s) of the property per the title deed.
- 1.5 **Member**: As per the definition in the Articles of Association, Membership of the Association shall be limited to the person who is, in terms of the Deeds Registries Act or the Sectional Titles Act, reflected in the records of the Deeds Registry concerned as the registered owner of any land, erf or unit in the Association Area. Refer Item 3 of the Articles of Association for a full description of Member.
- 1.6 **Tenant**: Shall include all family members, employees, visitors, guests and invitees of such tenant.
- 1.7 **Rules**: The current Estate Rules as determined by the Directors of the DRHOA in accordance with the provisions hereof.

- 1.8 **The Estate**: Derby Ranch Estate being the Association Area as defined in the Articles of Association of DRHOA and which includes all erven, private and public spaces, natural areas and all roads within the Estate.
- 1.9 **Penalties/Fines**: In terms of Section 8.2.3 of the Articles of Association and Rule 27, the DRHOA may impose a financial penalty or fine for non compliance or breach of any Estate Rule. For conformity purposes the word Penalty is used through out and covers fines and visa versa.
- 1.10 **Erf/Stand**: The Articles of Association define an ‘erf’ as that portion of land registered in the name of any person in terms of the Deeds Registries Act. No. 47 of 1937. In the Estate Rules the term used is “stand” and relates to the same piece of land and shall include that portion of land in front of the Owner's property between the stand boundary and the road (“the sidewalk”).
- 1.11 **Common property**: Land registered in the name of the DRHOA, including the roads within the Estate, the guard house and the park area, but specifically excluding that portion of land in front of each Owner's property between the erf/stand boundary and the road (“the sidewalk”).
- 1.12 **Resident/s**: All persons residing in the Estate, whether as Owners or Tenants of a stand, or otherwise.

2. PREAMBLE

Owning a property at Derby Ranch means enjoying a special lifestyle in an environment shared by few others and rather different to what many people are accustomed to.

By choosing to reside in Derby Ranch, the individual voluntarily subjects him / herself to the established and future rules & regulations of the DRHOA as the properly elected representative governing body of the Estate in terms of the Articles of Association. Compliance with these Estate rules and regulations is mandatory. Estate living requires that one forgoes certain freedoms one might have in a larger more isolated property for the benefit of the security and quality of life offered by Derby Ranch

The DRHOA wishes to emphasize from the outset that being a resident of Derby Ranch, means being part of a unique community. The DRHOA is an important mechanism to ensure that the quality of Life enjoyed by residents is maintained and that the needs and concerns of owners and their tenants with respect to operating and maintaining the Estate are addressed. These Estate Rules are primarily to regulate the safety, security and privacy of owners and residents as well as protection of the environment and quality of lifestyle within the estate.

It is the duty of each owner and their tenants to be familiar with the latest Articles of Association of the DRHOA as well as the Estate Rules which may change from time to time. Copies are available from DRHOA Directors.

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3. DERBY RANCH HOME OWNERS ASSOCIATION (DRHOA)

- 3.1 **Directors:** Appointed in terms of the Articles of Association by the Owners at each year's Annual General Meeting (AGM). All are volunteers.

Liesel Lategan (Unit 49) - Chairperson

Marita Goldschagg (owner but non-resident) - Finances

Boris Furtak (Unit 20) - Maintenance and Security

Kuben Moodley (Unit 3) - Technology and Maintenance

Samantha Maharaj (Unit 12)

Felix Lerumo (Unit 27)

Thomas Nyamvura (Unit 31)

- 3.2 **Sub-Committees:** There are various sub-committees formed, or to be formed, to assist with the running of the Estate and like the Directors, are all volunteers and unpaid.

- 3.3 **Outsourced:** The following functions are currently outsourced to Independent Contractors who are directly responsible to the DRHOA.

- Garden Maintenance

- 3.4 As the Owners "own" the DRHOA, it is important that the community works together to maintain the Estate in a pristine condition for the benefit of all. Construction, development and behaviour outside the scope of the rules will generally not be in the interest of Owners.

- 3.5 There is often a misunderstanding of what Owners can expect from the management staff and also who is responsible or who owns which services. The following are of importance:

3.5.1 **Owned & Maintained by DRHOA**

- Park
- Gate House
- Road Infrastructure
- Security Lights

3.5.2 **Owned and/or Maintained by the Members:**

- **Water:** From the house side of the water meter.
- **Sewer:** Up to the connection to the City of Johannesburg sewer just outside of the stand boundary.
- **Electricity:** From the meter box of the erf.
- **Telephone:** Depends on the terms agreed with the Service Provider.
- The property registered to the Member as per Definition 1.5 above. DRHOA shall not be responsible in any way for loss or damage occurring to such property, including but not limited to Acts of God.

3.5.3 **Owned and/or Maintained by the City of Johannesburg**

- **Electricity Supply to all residences:** Usually to a common meter box and from there maintained by the Owners.

- **Sewer System:** including all main lines and the distribution drains which the Owners connect their residence to. All blockages, overflowing, repairs and cleaning can only be carried out **by the City of Johannesburg**. DRHOA are **not allowed** to work on the Council System. This is the same as any suburb within the City boundaries.

- **Water System:** Including all main lines and the distribution lines in common property, to which the Owners connect their residence. Everything up to the water meter.

Owners are requested to report any problems they are personally experiencing with the above Services directly to the relevant City of Johannesburg Department and if further assistance is required, to then request the DRHOA Management to assist if possible.

- 3.5.4 **The Telephone Service** is maintained by the Service Provider.

- 3.6 Although the DRHOA do not own or maintain the services of the City of Johannesburg (listed above), the staff will assist the Owners in approaching the various Departments when there are major breakdowns or problems with the supply.

- 3.7 **Building alterations and additions by Owners (To be read in conjunction with the Architectural guidelines set out in Appendix 1)**

- 3.7.1 The Directors must interview all Owners who are about to build and discuss with them the requirements and rules of the DRHOA.

- 3.7.2 The Directors or an Architectural Sub-committee inspects and approves all plans submitted.

- 3.7.3 The Directors only visit the building sites from time to time but cannot do so on a full time basis.

- 3.7.4 The Directors will not supervise or control the quality of any building as this is the responsibility of the Owner.

4. **LEGAL STATUS**

In accordance with the conditions of title of every property on the Estate, the registered Owner is obliged to comply with the Estate Rules, and any interpretation thereof, made by the Directors in terms of the Articles of Association.

The wording of each Title Deed is as follows:

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Each Title Deed is subject to the following conditions imposed by **Derby Ranch Estates** in favour of **Derby ranch homeowners Association – Registration Number 2007/000872/08** (an Association incorporated under Section 21 of Act 61 of 1973 as amended) (hereinafter referred to as “**The Homeowners Association**”).

- 4.1 Every Owner of the Erf, or Owner of any subdivision thereof, or Owner of any unit thereon or of any interest therein, shall automatically become and shall remain a member of the Homeowners Association, and be subject to its Constitution until he/she ceases to be an Owner as aforesaid.
- 4.2 Neither the Erf, nor subdivision thereof, nor any unit thereon, nor any interest therein shall be transferred to any person who has not bound himself / herself to the satisfaction of such Homeowners Association to become a member of the Homeowners Association.
- 4.3 The Owner of the erf, or Owner of any subdivision thereof, or any unit thereon, or any interest therein, shall not be entitled to transfer the Erf, or any subdivision thereof, or any unit thereon, or any interest therein, without a CLEARANCE CERTIFICATE from the Homeowners Association stating that the provisions of the Memorandum and Articles of Association of the Homeowners Association have been complied with.

5. OWNER'S RESPONSIBILITY

- 5.1 The Owner of each property is responsible for ensuring compliance with the Estate Rules by his or her family, tenants, visitors, invitees, employees, contractors, subcontractors, delivery persons and the like.
- 5.2 The Owner shall be responsible for payment of any penalties levied against such persons by the DRHOA and shall be prevented from denying responsibility for any noncompliance of the Estate Rules by them.
- 5.3 Each Owner will comply with the Estate Rules and will not be entitled to rely on the non-compliance of an Estate Rule by any other Owner as a defence or as a reason for noncompliance of an Estate Rule by such Owner.

6. LIMITATION OF DRHOA LIABILITY

The DRHOA, its Directors, Employees, Servants or Agents shall not be responsible to the Owner or to any family member, Tenant, Resident, employee, servant, agent, customer, visitor or invitee of the Owner or any other person claiming through the Owner for any accident, injury (including death), damage or loss caused by or through or while using any of the roads or common property in the Estate and the facilities on or under the control of the DRHOA whether or not arising from or accountable to negligence, or however else occasioned, or arising from any defect in the aforesaid roads, common property, or as a result of any act whatever or neglect on the part of the DRHOA or its Servants, Directors, its Employees, or Agents, or by reason of any repair to be effected by the DRHOA not being effected timeously or at all.

The Owner acknowledges that the roads and common property envisaged in this clause will be used at his sole risk and indemnifies the

DRHOA and its Directors, Employees, Officers and Agents against any claim in respect of any of the foregoing.

7. GENERAL BEHAVIOUR

In order to preserve and enhance the residential amenity and lifestyle within the Estate, all Owners and tenants shall at all times behave in a considerate, reasonable and civilised manner, and shall in particular make every effort to avoid causing inconvenience or nuisance to other Owners or tenants. Owners and tenants shall comply with the rules made by the Directors in order to regulate behaviour in the Estate.

8. NOISE

- 8.1 No noise shall be created before 07:00 Mondays to Fridays and before 08:00 Saturdays and before 09:00 Sundays.
- 8.2 No noise shall be created after 22:00 Sundays to Thursdays and after 24:00 Fridays and Saturdays.
- 8.3 Mowers and power tools may only be operated between 8:00 and 17:00 Mondays to Saturdays and 9:00 and 16:00 Sundays.
- 8.4 The sound volume of music, TV's, Video / DVD players and/or any other instrument or device shall be maintained at a reasonable level so as not to be heard on adjoining properties and no person may allow noise levels on their property to be a nuisance to adjoining or surrounding property Owners.
- 8.5 Automobile hooters shall not be sounded on the common area at any time.

9. ROAD TRAFFIC BEHAVIOUR & PARKING / STORAGE OF VEHICLES, BOATS AND TRAILERS

In order to achieve an environment which is safe for all residents, Owners, Residents and Tenants shall drive on the Estate with utmost care at all times.

- 9.1 A speed limit of 20 km/h shall apply on all roads within the Estate. Failure to strictly adhere to the speed limits set, shall result in the imposition of a penalty. There is NO GRACE LIMIT applicable.
- 9.2 The DRHOA is under no obligation to provide parking facilities for residents. Should Residents possess vehicles which they are unable to park in their own properties they are required to make alternative arrangements for storage off the Estate.
 - 9.2.1 Residents should ensure that their vehicles and those of their guests are parked neatly off the street and on the Resident's own stand. Where parking has to encroach onto the road, it should be done in such a way so as not to cause an obstruction or nuisance to neighbours. In the event of there being insufficient space on the Resident's own stand for all his/her guests to park, the Resident will only be permitted to park on another Resident /Owner's stand with the prior consent of that Owner /Resident.
 - 9.2.2 Residents shall be required to immediately comply with any DRHOA or security request to remove a vehicle, boat, or trailer

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which in the opinion of the DRHOA is parked contrary to the spirit of these rules, or which is causing an obstruction, failing which the DRHOA reserves the right to remove offending vehicles and recover any costs from the Resident.

- 9.3 Should DRHOA declare that any caravan, trailer, boat, or other item or mechanical equipment that is stored on or about any property and / or within public view is detracting from the surroundings or the aesthetic appeal of the Estate, DRHOA shall have the right to instruct the Owner to remove or conceal such item. Should the owner/occupier fail within a reasonable time (being not more than 10 days) to comply with the instruction of the DRHOA then the DRHOA shall be entitled to levy a fine of R300.00 which is payable upon presentation of the levy account reflecting such a fine. A persistent non-compliance with the instructions of the DRHOA shall furthermore entitle them to institute legal action to enforce compliance.
- 9.4 All vehicles shall be equipped with lights for night driving.
- 9.5 The DRHOA have decided that in accordance with the South African Road Traffic Ordinance, only registered and licensed motor vehicles in a roadworthy condition shall be permitted to use the roads within the Estate. "Motor Vehicle" means any self-propelled vehicle including but not limited to:-
 - 9.5.1 A vehicle having pedals and an engine or an electric motor as an integral part thereof or attached thereto and which is designed or adapted to be propelled by means of such pedals, engine or motor, or both such pedals and engine or motor.
 - 9.5.2 A trailer.
- 9.6 Only **licensed** drivers of road legal motor vehicles shall be permitted to operate such vehicles within the Estate. Particularly it should be noted that **no underage drivers will be permitted.**
- 9.7 No motorised scooters or quad motorcycles are permitted to be driven on any part of the Estate.
- 9.8 Crash helmets shall be worn at all times by both driver and pillion passenger of any road legal 2-wheeled motor vehicle.
- 9.9 All drivers must obey all standard road traffic rules within the Estate as they would on a public road, as well as any instructions indicated by Road Traffic signs within the Estate or indicated by Estate Security and/or Pointsmen.
- 9.10 The DRHOA or their designated Agents may impose penalties on Owners and tenants for non-compliance with rules of this section or for any other unspecified use, parking or storage of a motor vehicle, boat or trailer, thief such conduct contravenes the provisions of the Estate Rules.
- 9.11 The driver of any vehicle that acts in a reckless, inconsiderate or irresponsible manner will be subject to the imposition of a penalty as determined by DRHOA from time to time.
- 9.12 In addition to any penalty imposed, DRHOA will ensure that all legal remedies available against such driver are implemented,

including but not limited to the institution of criminal proceedings.

10. PETS

- 10.1 No Person may keep more than 2 pets on their property without the permission of the DRHOA, which permission will only be granted in exceptional circumstance, in the entire discretion of the DRHOA. Any person who was keeping more pets on their property than allowed by this rule prior to the amendment in July 2012 hereof shall be permitted to continue to keep such pets provided that when any of these pets die, they may not be replaced until such time as the person is already in compliance with the terms of this rule.
- 10.2 No poultry, pigeons, aviaries, wild animals or livestock may be kept on the Estate.
- 10.3 No pets are allowed on the roads or common areas unattended. Such animals will be deemed as strays and removed from the Estate to protect the safety of residents or to prevent them from becoming a nuisance.
- 10.4 Dogs must be leashed and under control while in any common area.
- 10.5 The removal of any excrement deposited by any pet in a common area shall be the immediate and sole responsibility of the Owner of that pet.
- 10.6 Every dog or cat must at all times wear a collar with a tag indicating the Owner's contact details. Pets found without tags will be immediately removed from the Estate.
- 10.7 All residents shall ensure that their pets (namely dogs, cats or birds) are not the cause of disturbance to their neighbours or any other person on the Estate.
- 10.8 Fauna of any nature may not be chased, trapped or harmed in any manner by residents or their visitors, guests, invitees, tenants, contractors, employees etc.
- 10.9 The DRHOA reserves the right to demand that an Owner or Tenant remove a particular pet from the Estate if, in the opinion of the DRHOA after consultation with the Owners / Residents, that pet has become a nuisance within the Estate.
- 10.10 The DRHOA shall impose penalties for non-compliance with these rules. The DRHOA is not required to but may at its sole discretion, issue a warning to the Owner for a first offence prior to imposing a penalty and/or removing a pet from the Estate.
- 10.11 Should it be brought to the attention of DRHOA that any person's pet cat is roaming in the estate and causing a nuisance and/or damage in one or more of the other properties in the estate, then the DRHOA shall have the right to cause such cat to be removed from the estate unless the owner in question causes suitable electric fencing to be installed on the boundary walls of his property which prevents the cat from leaving the property. Such electric fencing shall be erected on a horizontal plane on top of the boundary walls at a height not exceeding 3,5 cm so as not to interfere with the aesthetics of the estate. Other

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electric fencing may be installed by the relevant owner provided that it is not visible from the street or any neighboring property as viewed in a horizontal plane from ground level. Should such electric fencing have been installed and it is reported to the DRHOA that the cat in question is still roaming as a result of a failure by the owner of the property to activate the electric fence, then after having given one written warning to the relevant owner, the DRHOA shall be entitled to levy a fine of R300.00 per incident for any further incidents.

Refer to Rule 21 for the procedure for COMPLAINTS REGARDING PETS

11. BUSINESS ACTIVITIES, HOBBIES, OTHER ACTIVITIES

Derby Ranch Estate is first and foremost a residential estate and in the interests of protecting its residents from any nuisance or aggravating factors that may accompany such business activities, anyone wishing to operate a business from their residential premises is required to approach the DRHOA for written confirmation that they may do so. Such permission shall not be unreasonably withheld and such person wishing to operate the said business shall comply with any reasonable instructions, directions or rulings made by the DRHOA in this regard.

In addition no person may conduct any business, professional or commercial activity from or on any property within the Estate which is contrary to any rules, regulations and by-laws of the applicable Town Planning Scheme.

Should any written complaints be received by the DRHOA, that such business, profession or commercial activity, hobby or other activity is the cause of a disturbance or nuisance, the DRHOA shall investigate the complaint and may direct that such business, profession, commercial activity, hobby or other activity cease and any instructions, directions or ruling made in this regard shall be complied with.

12. ESTATE SECURITY

- 12.1 The security of the Estate is considered to be of paramount importance.
- 12.2 Owners and their tenants shall at all times assist and comply with whatever security systems and procedures relating to access control or other security aspects which may be implemented by the DRHOA.
- 12.3 It is to be noted that the perimeter security and access control system serves as a deterrent and detection function only and is not guaranteed to prevent a determined attempt at intrusion into the Estate.
- 12.4 Accordingly, neither the DRHOA nor its Security Contractor nor any of their Agents, or Employees shall be liable for any loss of life, injury, damage or loss of property suffered by any person.
- 12.5 Whichever Security Company is contracted to undertake the access control and Estate security is the contracted Agent of the DRHOA, not of individual Owners or their tenants. No Owner or tenant may issue an instruction to Security Employees other than directly through the directors.

12.6 There will be NO tolerance of abuse (verbal or physical) of security employees, or of a lack of co-operation or noncompliance with any issued instructions. Penalties and/or legal and criminal steps will be taken against offenders at the discretion of the DRHOA. The Security Company may also institute independent action separately.

12.7 Should an Owner/Resident wish to install their own alarm system on their property they may do so subject to the following:

12.7.1 The chosen Security Operator must abide by all the Rules of DRHOA that may be applicable to such Operator and in particular but not limited to any instruction or request of Estate Security as well as all Estate Road Traffic Rules.

13. ACCESS CONTROL

As an integral part of overall security, the DRHOA shall be responsible for regulating access to the Estate. There is a significant cost attached to operating and maintaining a secure access control system. It follows that granting of access cards or devices to Owners, Residents and tenants to make use of the access control system and expedite entry and exit for them and their guests shall only be afforded to those Owners, Residents and tenants who are up to date with their levies and who are not in breach of the rules.

- 13.1 The DRHOA reserves the right to suspend the operation of an Owner, Resident or Tenant's access cards or devices should that Owner, Resident or Tenant be in arrears with DRHOA levies or any other monies owing, including unpaid penalties. This includes any additional cards supplied to individuals residing or working at the same stand.
- 13.2 Similarly, access cards or devices may be suspended at the discretion of the Estate Security or DRHOA should the holder have contravened the Estate Rules, or whose conduct – in the opinion of Estate Security or DRHOA – may jeopardise the integrity of the security system and/or the community.
- 13.3 The DRHOA shall not be entitled to deny access to the Estate to any bona fide Owner or Tenant whose access devices have been suspended. In such a case, the Owner, Resident or Tenant will merely be required to sign in and out manually as with any guest to the estate.
- 13.4 The DRHOA and its Security Contractor shall be entitled to deny access to visitors, agents or contractors at their discretion. Such denial shall not be unreasonable.
- 13.5 Each property within the Estate shall be entitled to receive 2 access cards or devices for the once off payment of the required fee. Any additional devices will only be given to additional bona fide residents of properties provided the Owner or tenants can provide proof of that person's residence to the satisfaction of the DRHOA.
- 13.6 No access devices shall be given to non-residents of the Estate, except by special application to the DRHOA and in special circumstances – such as for a caregiver attending regularly to a Resident unable to answer the telephone.

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- 13.7 No employees including but not limited to, domestic workers, gardeners, nannies, housekeepers, drivers, agents, au pairs, or contractors shall be entitled to receive access devices for the gates except by special application to the DRHOA. Special arrangements for frequent pedestrian entry and exit of employees are catered for by the Security Service Provider. Residents are required to register their employee's access requirements at the DRHOA.
- 13.8 Access devices are not transferable. Holders may not allow other individuals to gain possession or make use of their access device. Transfer from one person to another may only take place under the auspices of the DRHOA.
- 13.9 A resident may not make use of an access device to allow the entry or exit of any person or vehicle other than the one in which they are travelling. The security of the Estate is dependent upon being able to identify persons and vehicles of non-residents entering the Estate. Circumventing strict access procedures compromises the security of the Estate.
- 13.10 A resident shall at all times ensure that his access card(s) are kept in a safe place and shall notify the Directors in writing within 24 hours of any loss of an access card.
- 13.11 DRHOA has implemented a charge back system to recover ClickOn usage costs for excessively high usage of the access control system. The cut off level is currently 35 visitors per calendar month, and any calls in excess of this will be billed to the relevant stand at a cost to be determined by DRHOA, which cost shall not be higher than the actual cost incurred by the DRHOA for such excess calls. Any increase from ClickOn with regard to the usage cost charged to the DRHOA will result in an increase in the charge back recovery. DRHOA reserves the right to vary the cut off level in accordance with an increase in its costs in this regard, and written notification of this variation and the date on which this variation shall come into operation shall be given to all Owners and/or Residents.

14. PAYMENT OF LEVIES & OTHER AMOUNTS DUE

To be read in conjunction with Appendix 3 relative to overdue levy payments and other amounts due.

- 14.1 Levies are due and payable monthly in advance on or before the 1st day of every month.**
- 14.2 The DRHOA is entitled to charge interest and penalties on any levy or any other outstanding amount not paid on due date.
- 14.3 Owners are reminded that no property may be transferred until all amounts (including interest, administration costs, penalties and legal costs) due to the DRHOA have been paid.
- 14.4 No Owner may vote at any meeting of the DRHOA nor stand for election as a Director if in arrears with any amount due to the DRHOA.
- 14.5 Legal costs, where applicable, arising from the recovery of any amount owing by an Owner will be fully recoverable from that Owner.

- 14.6 All Levies and other amounts due, are to be paid directly into the DRHOA's bank account, the details of which are set out in Appendix 3.

15. MAINTENANCE OF PROPERTY (To be read in conjunction with Appendix 1 – Architectural and Building Guidelines).

- 15.1 Owners shall at all times maintain the exterior of their houses, their garden, boundary walling or fencing, and the sidewalk between the kerb and the road boundaries of their property to the satisfaction of the DRHOA. All owners to install and maintain a light above their garage door that lights up the road area and fully operational during the night.
- 15.2 The DRHOA may from time to time request the Owner to undertake maintenance to comply with 15.1 within a stipulated reasonable time period.
- 15.3 In the event that this maintenance is not carried out within the period stipulated, the DRHOA shall be entitled to carry out the maintenance and recover the costs from the Owner.
- 15.4 Should any Owner wish to repaint their house, they should ensure that the colour selected complies with the Paint palette that has been chosen. Prior approval must be obtained from the Directors regarding colour BEFORE painting commences.

16. UNSIGHTLY OBJECTS

- 16.1 Owners shall at all times ensure that any object, which could, in the opinion of the DRHOA be considered unsightly or to the detriment of the appearance of the Estate, is not visible from the road, common areas, or other properties.
- 16.2 Washing, mats, and other objects may not be draped over walls or fences and shall not be visible from the road in the estate or any neighboring property in the estate when viewed in a horizontal plane at ground level. Only folding washing lines shall be permitted in the estate, which folds away out of view when not in use. Owners whose washing lines do not comply with this new rule, implemented in July 2012, shall have a period of 2 months to remove offending washing lines and install the prescribed type of washing line. Should any owner fail timeously, after having been given due notice, to comply with this rule, such owner shall be liable to pay a fine of R500.00 per month for each month that there is non-compliance with this rule. The DRHOA shall furthermore be entitled to make application to court for an order compelling compliance with this rule should the situation persist for a period in excess of 6 months after the date of the notice referred to above. Notwithstanding the foregoing any existing washing line which is not of the folding type, but which is not visible from the neighboring properties in the estate or the road in the estate when viewed in a horizontal plane at ground level shall not require to be replaced with a folding type of washing line.

17. PAMPHLETS & NOTICES

- 17.1 It is expressly forbidden to stick pamphlets and personal notices at the entrance gate, or anywhere else on the Estate

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common Property, except for the Notice Board located near the Guard house, without prior permission from the DRHOA.

- 17.2 No pamphlet(s) shall be distributed within the Estate without prior permission from the DRHOA.
- 17.3 No door-to-door sales, canvassing or fund raising may be conducted within the Estate without prior permission from the DRHOA.

18. REFUSE

- 18.1 Refuse may only be placed in approved dustbins available from Piki-tup. **No loose bags are allowed to be placed on the ground around the dustbins.** If the volume of your refuse exceeds the capacity of a single bin on a weekly basis, you may acquire multiple bins.
- 18.2 Dustbins must be placed at the designated collection by 07:00 on Mondays.
- 18.3 Residents who will be away from the Estate on the collection day may take their bin up to the refuse area and collect it on their return.

19. SALES / RENTAL OF PROPERTIES

- 19.1 An Owner must ensure that his tenants adhere to these rules and will be responsible for any failure by such tenant to comply herewith.
- 19.2 No Owner may enter into a lease of a property on the Estate unless such lease contains a copy of these Rules and an acknowledgement of receipt thereof by the tenant. Owners are responsible for ensuring that their tenants abide by the rules.
- 19.3 In the case of a sale of a property, the seller must personally ensure that the buyer is informed about and receives a copy of the Rules, and any other administrative regulations applicable at the time of purchase. Failing this, the buyer will only have recourse against the seller.
- 19.4 Every Owner shall within 72 hours of entering into a lease agreement over a property on the Estate, notify the Directors in writing giving details of:
 - i) The name and contact details of the Owner and the Lessee concerned;
 - ii) The duration of the Lease;
 - iii) The name and contact details of the Estate or Rental Agent managing the lease on behalf of such Owner.
- 19.5 Estate agent boards will only be erected on consent of the Home Owners association.

20. AMENDMENTS TO THE RULES

- 20.1 In terms of the Articles, the Directors are entitled at any time to amend, add to, or delete from ("amend") the Estate Rules in whatever manner they may deem necessary in order to protect the interests of the DRHOA., the Owners/ Residents, and the Estate in general.

- 20.2 The Directors may amend the Estate Rules without incurring any liability to any person, and any amendment shall become binding upon all Owners and their tenants only once the relevant Rule has been communicated to the Owner / Resident in writing.

- 20.3 The DRHOA shall communicate any intended changes to the rules, the reasons for the intended change, and the expected date on which the intended rule is to come into operation, to all Owners / Residents by whatever means it deems appropriate as soon as reasonably possible after the need arises to amend the rule. The Owners/Residents shall have a period of 7 (seven) days to submit their comments on and/or objections to intended rule, stating the reasons for the comment or objection. In the event of the Owner/Resident failing to make any objections to or comments on the intended rule during the seven-day period, such Owner/Resident shall be deemed to have accepted the implementation of the intended rule.

- 20.4 The DRHOA shall, on receipt of any comments or objections to the said rules within the time period stated in 20.3 above, consider the comments and objections in a fair and reasonable manner, bearing in mind at all times the best interests of the DRHOA, the Estate and Owners/ Residents therein, and shall if necessary amend the intended rule accordingly, to bring it in line with such parties best interests.

21. REQUESTS, COMPLAINTS & ARBITRATION

In order to offer Members / Residents of the DRHOA an efficient and effective method to handle requests for action within the Estate, as well as to deal with any complaints Members / Residents may have, the DRHOA requires the following procedure to be adhered to:

REQUESTS:

- 21.1 The **Request** to be completed, with as much detail as possible, and e-mailed to the Directors at the following mail address derbyranch182@gmail.com
- 21.2 The DRHOA commits to acknowledging receipt of the request within 3 working days of receipt.
- 21.3 The DRHOA further commits to responding to the matter and providing the Member / Resident with feedback within 7 working days of receipt or such extended period as may be required in appropriate circumstances.
- 21.4 Members / Residents are assured of the DRHOA's commitment to administer the Estate as efficiently as possible, and that ALL matters raised for attention will be considered and where possible, handled to the satisfaction of the Members / Residents.
- 21.5 Information regarding the requested action, the notes and details of action taken, will be kept on file for reference purposes.

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COMPLAINTS (OTHER THAN PET RELATED MATTERS)

- 21.6 All complaints must be in writing. The complaint can be submitted to the DRHOA by email.
- 21.7 Complaints received from Members / Residents will be referred to the DRHOA for the appropriate investigation.
- 21.8 The DRHOA commits to acknowledging receipt of the Complaint within 3 working days of receipt thereof.
- 21.9 Complaints will only be dealt with if Members / Residents are prepared to furnish their names, addresses and telephone numbers.
- 21.10 The DRHOA commits to responding to the complaint and the Complainant within 7 working days of receipt or such extended period as may be required in appropriate circumstances.
- 21.11 The DRHOA will address a formal letter to the Member / Resident against whom a complaint has been lodged, advising that an official complaint has been received and attaching a copy of the complaint received which complaint shall have full details and particulars of the nature of the complaint. Such letter will invite the resident to submit written comment to the Directors for consideration within 5 working days of receipt of the letter.
- 21.12 All the Directors, and/or the Complaints Committee, duly elected by the Directors from time to time, (depending on the circumstances and nature of the complaint) will then consider the complaint and any written representations and make a ruling with regards to further action to be taken which may include dismissal of the complaint; the issuing of a warning; the imposition of a penalty or such further instructions which in the opinion of the committee it considers appropriate.
- 21.13 Such ruling will then be communicated to the resident in writing with a copy to the complainant, and the reasons for the ruling.
- 21.14 Information regarding the complaint, action taken and notes describing the manner in which the matter was resolved will be kept on file.
- 21.15 The DRHOA is not prevented by this clause from taking action on its own initiative if evidence of unacceptable conduct should come to its attention from a source other than a written complaint.
- 21.16 If the resident is dissatisfied with the ruling, they may lodge an objection with the Arbitration Committee, duly elected by the Directors from time to time. Such objection must be in writing and lodged within 5 working days of receipt of the ruling referred to in 21.13 above.
- 21.17 On receipt of the objection by the Arbitration Committee, the Arbitration shall be considered by the Committee in accordance with the procedures set by that Committee from time to time. The parties to the Arbitration will receive full details of the procedures involved within 5 working days of the matter being referred to the Arbitration Committee.

Refer to Rule 28 which deals with Penalties

COMPLAINTS REGARDING PETS

Refer to Rule 10 regarding PETS on the Estate.

- 21.18 Complaints received from members relative to **Pets** must be in writing. The complaint can be submitted to the DRHOA by e-mail.
- 21.19 **Complaints will only be dealt with if residents are prepared to furnish their names, addresses and telephone numbers.**
- 21.20 The DRHOA commits to acknowledging receipt of the Complaint within 3 working days of receipt thereof.
- 21.21 The complaint will be investigated by the Directors.
- 21.22 The DRHOA will address a formal letter to the pet Owner advising that an official complaint has been lodged regarding their pet(s) and will attach a copy of the complaint(s) which shall contain full details and particulars of the nature of the complaint. Such letter will invite the Owner of the pet(s) to submit written comment to the Directors for consideration within 5 working days of receipt of the letter.
- 21.23 The Complaints Committee will then consider the complaint and any written representations and make a ruling with regards to further action to be taken which may include dismissal of the complaint; the issuing of a warning; the imposition of a penalty or an instruction to remove said pet(s) from the Estate.
- 21.24 Such ruling will then be communicated to the pet Owner in writing with a copy to the complainant, and the reasons for the ruling.
- 21.25 Information regarding the complaint, action taken and notes describing the manner in which the matter was resolved will be kept on file.
- 21.26 The DRHOA is not prevented by this clause from taking action on its own initiative if evidence of unacceptable conduct should come to its attention from a source other than a written complaint.
- 21.27 If the resident is dissatisfied with the ruling, they may lodge an objection with the Arbitration Committee. Such objection must be in writing and lodged within 5 working days of receipt of the ruling referred to in 21.23 above.
- 21.28 On receipt of the objection by the Arbitration Committee, the Arbitration shall be considered by the Committee in accordance with the procedures set by that Committee from time to time. The parties to the Arbitration will receive full details of the procedures involved within 5 working days of the matter being referred to the Arbitration Committee.

22. VANDALISM

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22.1 The DRHOA has a zero-tolerance approach to vandalism (damage) of Estate property

22.2 The following action will be taken against the perpetrators of any such acts:

- 22.2.1 Vandalism to Estate property will attract a penalty of R1,000.00.
- 22.2.2 The SAPS will be called and a case of damage to property will be opened.
- 22.2.3 All damages will be restored at the perpetrators or his/her parent's expense.
- 22.2.4 Should damage be caused to the property of an Owner within the Estate, DRHOA will provide the Owner with all the information at its disposal with regards to such damage. Any legal action will then be at the decision of the Owner.

23. PENALTIES

- 23.1 The DRHOA is entitled (in terms of Section 8.2.3 of the Articles of Association) to impose a financial penalty on an Owner or tenant for non-compliance with or breach of any of the Estate Rules, including breaches by guests or invitees.
- 23.2 The quantum of the penalty shall be at the discretion of the DRHOA, but subject to the maximum per the current Schedule of Penalties and Fines approved at the most recent AGM. Exceptions to this may be permissible for contraventions not covered by the existing schedule.
- 23.3 the procedure to be followed in the event of a penalty shall be the same procedure as set out for complaints in clause 21 above.
- 23.4 The penalty shall be payable within 30 calendar days of the decision of the Complaints Committee or Arbitration Committee, as they case may be, or the initial notification in the absence of any objection to the said penalty. Any penalty imposed on an Owner, tenant, or resident shall constitute a debt due and payable to DRHOA by the Owner, tenant or resident.

24. GENERATORS

The following are the requirements for the installation of Generators:

Any installation of a generator, whether purchased or rented, and irrespective of output or portability, requires approval from the DRHOA.

All applications will be reviewed against the following criteria:

24.2. Location

- 24.2.1 May not be installed on common property as defined.

- 24.2.2 May not be visible from the road or greenbelts. Planting or other screening may be required.

- 24.2.3 Fire safety: must not be within 1m of boundary

- 24.2.4 All fuel to be stored in leak proof/airtight containers specifically designed for such storage e.g. Jerry cans

- 24.2.5 Potential for noise disturbance – whilst it is accepted that generators are noisy, attempts should be made to position them for minimum impact on neighbours.

- 24.2.6 Sufficient ventilation to prevent fumes build-up is required. If the unit is not to be used externally then full details will be required of venting in accordance with National Building Regulations.

24.3 Operating Times

- 24.3.1 Generators may not be operated between 23:00 and 6:00

- 24.3.2 If it can be demonstrated that the generator unit in operation cannot be heard from adjacent properties, then exemption from this rule may be granted.

24.4 Requirements for Approval – Portable Generators

- 24.4.1 This applies to small portable generators that are not connected into the existing electrical circuits / distribution board but merely have an extension cord that electrical appliances may be plugged into, and that are to be placed outdoors.

- 24.4.2 A site plan showing the location of intended operating position including proximity to boundary walls needs to be submitted to the DRHOA for approval prior to use to assess fire safety only.

- 24.4.3 Where possible, full details of the generator to be purchased, needs to be detailed in the application for approval.

Note: The risk of CO poisoning is very real. Portable generators are not intended to be used internally. CO build-up is possible in open sided carports and hence these areas are not considered to be external.

24.5 Requirements for Approval – Permanently connected Generators

- 24.5.1 Any generator that is intended to be **permanently connected** into the existing electrical circuits / distribution board **must be installed by a qualified electrician and the appropriate compliance certificate issued.** A copy of the certificate must be lodged with the DRHOA who will attach this to the approved site plan, a copy of which is retained at the office for future reference.

- 24.5.2 Applications for approval of permanently connected generators will be referred to the Sub committee specifically set up to deal with such applications. This committee has been housed under the Architectural portfolio, and applications will be reviewed against the National Building Regulations.

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- 24.5.3 A site plan showing the location of the intended position including proximity to boundary walls needs to be submitted for approval **prior to installation.**
- 24.5.4 Surrounding neighbours' signed approval on said site plan is needed. Where in the opinion of the Directors, neighbour approval is being unreasonably withheld; the Directors may approve the application on the basis of an inspection and sufficient motivation.
- 24.5.5 Where possible, full details of the generator to be purchased, needs to be detailed in the application for approval. A response to an application will be given within 24 hours in respect of portable generators and 48 hours in respect of permanent generators, **workloads permitting.**

25. APPROVAL AND EXERCISE OF DISCRETION BY DRHOA

- 25.1 In all provisions of these Rules and any amendments to these Rules which provide for the approval of the DRHOA before anything can be done or any action be taken, the DRHOA shall not withhold such approval unreasonably.
- 25.2 In all provisions of these Rules and any amendments to these Rules which permit the DRHOA to exercise its discretion, such discretion shall be exercised by the DRHOA in a reasonable manner.

26. CONCLUSION

The Residents of Derby Ranch Estate take pride in the serene surroundings and appreciate the tranquil settings, secure open spaces. The DRHOA trusts that by adhering to the Rules, all these attributes of our Estate will be sustainable for all to enjoy for many years to come.

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APPENDIX 1

RULES FOR THE DESIGN AND CONSTRUCTION OF NEW BUILDINGS, ALTERATIONS AND ADDITIONS AND MAINTENANCE OF EXISTING STRUCTURES

DEFINITIONS: (Additional definitions for Appendix 2)

"m" shall mean metre or metres,

"m²" shall mean square metres

INTRODUCTION

A residence in Derby Ranch is not just a home but also an investment and the DRHOA wishes to ensure that the value of a home in the Estate improves over time and that ongoing development of the Estate re-enforces values.

Whilst the DRHOA wishes to permit expression of a degree of individuality and personality, it also wishes to ensure that the Estate maintains a high degree of aesthetic integrity and harmony, both with the surrounding environment and with other building elements within the Estate.

It is incumbent upon the Owner, Architect and Builder to ensure that there has not been an update to this version of the rules. No rights are inferred through general adherence to these guidelines. The decision on whether or not a plan for a dwelling and the ongoing to final construction of the dwelling, complies with the approved architectural style and maintains a high degree of aesthetic integrity and harmony, both within the surrounding environment and with other building elements within the estate, remains the sole discretion of the DRHOA.

1. GENERAL

The restrictions set out below are in addition to any restrictions, national regulations or any other building regulations. Notwithstanding that any plans or improvements may comply with any such restrictions imposed by third parties, the approval of any plans or improvements within the estate shall be at the sole discretion of the DRHOA. Similarly, compliance with the restrictions imposed by the DRHOA shall under no circumstances absolve the Owner of a property within the Estate from the need to comply with restrictions imposed by third parties nor shall the DRHOA approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.

2. MAINTENANCE OF EXISTING RESIDENCES

- 2.1 It is important for the good appearance of the Estate that Owners / Residents keep their buildings, boundary walls and fences in a good state of repair.
- 2.2 Non-compliance may elicit a penalty to be imposed at an amount per the Schedule of Penalties and Fines. In addition, the Owner shall be required to immediately rectify the non-compliance at his or her expense.
- 2.3 The exterior of buildings, boundary walling, fencing, sidewalk and access paving are to be kept in good order and maintained to the satisfaction of DRHOA.

- 2.4 The colours of repainted walls and fences, are to be approved by the DRHOA.

3. PRIOR APPROVAL REQUIRED FOR BUILDING WORKS

- 3.1 Owners are required to receive written approval from the DRHOA for the following:
 - a) New buildings and extensions.
 - b) Structural, aesthetic and external alternations to existing buildings.
 - c) Changing of use of buildings such as converting a garage into a habitable room, etc.
 - d) Carports.
 - e) Cutting down of trees and bushes which may impact upon neighbours.
 - f) Trellises, Awnings, and Extending roofs.
 - g) Demolition of buildings.
 - h) External Painting.
- 3.2 Submission of plans to the local authority, as per their requirements must be undertaken. The drawings submitted to the local authority must first be approved by the DRHOA and be stamped "Approved" by the DRHOA. Approval by the DRHOA may not be unreasonably withheld.
- 3.3 All approvals must be obtained in writing from the DRHOA before the work is carried out and will not absolve the Owner from acquiring the approval of the works by any other appropriate authority, if required.
- 3.4 It is expressly noted that DRHOA approval for any building works does not guarantee compliance with local authority bylaws.

4. DENSITY

- 4.1 Only one dwelling shall be erected on each stand or consolidated / notarially tied stands. The dwelling cannot be subdivided into more than one unit for rental.
- 4.2 If two adjacent stands are owned, they must be consolidated / notarially tied in order to apply the area of both stands for the calculation of coverage and bulk. The new residence should not be concentrated on one of the previous stands.
- 4.3 Once consolidated the new stand cannot be subdivided.
- 4.4 If two adjacent stands are owned and not consolidated / notarially tied, then the residence cannot be constructed over the building lines of either stand and must abide by the boundary restrictions, coverage and bulk as applicable to the single stand which is being built upon.
- 4.5 Only adjacent stands with a common boundary may be consolidated / notarially tied and the consolidation / notarial tie of diagonally opposite stands with a minimal common boundary is not permitted.
- 4.6 Stands consolidated will thenceforth be considered as a single stand and will be subject to a single levy for both stands

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- 4.7 Stands which are notarially tied will continue to be considered as separate stands and will be subject to the normal levy per stand.

5. **BOUNDARY WALLS AND FENCES**

- 5.1 Only the following walling and fencing materials are allowed.
- 5.1.1 Plastered and painted brick wall. Structural design to be in accordance with Local Authority's bylaws.
- 5.1.2 Painted metal palisade (pattern and colour to be approved by the DRHOA, which approval shall not be unreasonably withheld).
- 5.1.3 Boundary protection can be achieved by means of planting or by means of a brick wall integrated into the design of the house and of a design and finish approved by the DRHOA.
- 5.2 Boundary walling or fencing should not exceed 1,8m height at any point above the original natural ground level below the wall or fence. The DRHOA will consider up to 20% of each stand's boundary brick walls being raised to a maximum of 2,4m height. The wall must be structurally safe and certified by a Professional Engineer and a certified copy of the Certificate must be issued by a Professional Engineer.
- 5.3 Walling must be plastered and painted and if the wall abuts a common area, it must be plastered and painted on both sides.
- 5.4 The colour(s) of boundary walls and fences to be painted, or repainted are to be approved by the DRHOA and are to comply with the approved colour range of the Estate which may be updated from time to time.

6. **GENERAL ARCHITECTURAL RESTRICTIONS AND RECOMMENDATIONS, INCLUDING WENDY HOUSES, GARDEN SHEDS, PLAYGROUND EQUIPMENT AND ANTENNA**

- 6.1 The objective is to achieve an interesting range of mutually compatible house designs within the flexibility afforded by the approved architectural style, whilst avoiding monotonous uniformity.
- 6.2 All houses (including outbuildings) shall be designed to conform to the principle guidelines and rules mentioned previously and those below.
- 6.3 The dwelling should be consistent in design and style with neighbouring dwellings so as to promote harmony of design.
- 6.4 Houses shall have a combination of flat and pitched roofs or solely pitched roofs at a minimum of 30-degree pitch or as approved by the DRHOA.
- 6.5 Privacy and views from surrounding properties must be taken into account.

- 6.6 Permanent structures using sheeting (IBR), shade cloth, canvas or thatch must be approved by the DRHOA before such structure is built or installed.

- 6.7.1 Wendy houses, dog kennels, garden sheds, boat houses and playground equipment shall not be visible from either the street or any other neighboring property when viewed in a horizontal plane from ground level. Should an owner wish to erect such a structure, which does not comply with this rule, then he shall be obliged at his own expense to cause the height of the boundary wall to be suitably increased so that there is compliance with this rule. Should the height of the wall need to be raised in excess of 1.8 meters, then municipal approval is required for the building of such wall and the owner of such property shall furnish a certified copy of the relevant municipal authority to the DRHOA before commencing with the raising of the boundary wall. When raising the height of the boundary wall the owner shall ensure that it is suitably finished on both sides in accordance with the aesthetic guidelines of the estate.

Should there at the date of amendment of this rule be any structure (as envisaged by this rule) on any property in the estate which does not comply with the new rule, then the owner of the property in question shall have a period of 3 months from the date (July 2012) of coming into effect of this new rule, to comply with this rule.

In the event of a failure by such owner to comply timeously with this rule, the DRHOA shall be entitled to require that the structure in question either be removed from the estate or else be rebuilt in such a way that it conforms to the new rule.

A failure by any owner to comply with this rule after due notice from the DRHOA shall entitle the DRHOA to apply to court for an order compelling compliance with this rule.

Owners are reminded that in terms of the By-laws of the City of Johannesburg, no such structure may be positioned closer than 1 meter to the boundary wall, nor may any person reside or dwell in such structure. A failure to comply with this rule is actionable by the City Council of Johannesburg itself and shall also entitle the DRHOA to levy a fine of R1 000.00 per month for each month that this unlawful situation continues. Persistent failure to comply with this by-law shall entitle the DRHOA to apply to court for a restraining order against the relevant owner.

- 6.7.2 Approval must be obtained from the DRHOA prior to erecting a Wendy house, garden shed, boat house or playground equipment.
- 6.7.3 Wendy houses/garden sheds may not have a floor area which is in excess of 3x3 meters.
- 6.7.4 Garden sheds must be used exclusively for the storage of garden equipment and no other purpose whatsoever.
- 6.8 External lighting should, as far as possible, be positioned in such a way so as not to interfere with the neighbours.

7. **ROOFING**

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7.1 In all cases where a flat roof is used, the roof must be surrounded by a parapet wall and its surface must not be visible from neighbouring ground properties.

7.2 Roof tiles should be harmonious with those of neighbouring houses, with particular reference to colour, and the style as approved by the DRHOA through the submission of a sample or colour photo of the proposed tile.

8. WALLS

8.1 Walls must be plastered and painted in a colour approved by the DRHOA. Should any Owner wish to repaint their house, they should ensure that the colour selected complies with the Estate guidelines. Prior approval must be obtained from the DRHOA regarding colour.

9. WINDOWS AND DOORS

9.1 Timber is recommended, either natural or painted. Aluminium anodised or epoxy coated may be used. Steel is not permitted unless specifically approved by DRHOA.

9.2 Garage doors: Natural timber is preferred, and any other finish must first be approved by the DRHOA.

9.3 Burglar Bars, security gates and other physical security devices:

9.3.1 All burglar bars may only be installed internally. NO external bars are allowed.

9.3.2 Roller shutters are required to be installed internally. The roller shutter box can easily be installed behind a ceiling bulkhead.

9.3.3 External louvers, either sliding or hinged are the only acceptable external window / door protection.

9.3.4 Burglar bars, expanding gates, roller shutters and external louvers should preferably be the same colour as the window / door frames. Where these are natural timber, the preferred colours are brown or black.

9.3.5 In some instances, decorative metal security gates and screens may be approved at the sole discretion of the DRHOA.

10. DRAINAGE PIPES

10.1 Shall, as far as possible, be concealed from view of the roads.

10.2 Pipe ducts are required from the first floor, if applicable.

10.3 Ground floor pipes can be surface mounted as long as they are not visible from the street and neighbouring stands.

11. GUTTERS AND DOWNPIPES

11.1 They shall form an integral part of the design and shall be constructed and finished to match the style of the house.

11.2 Any changes or alterations affecting gutters and down pipes must be approved by the DRHOA.

12. GARAGES, STAFF QUARTERS AND OTHER OUTBUILDINGS

12.1 All properties shall have a garage to accommodate at least two vehicles.

12.2 Existing garages may not be converted into living space if it means that the property no longer has garaging for two vehicles.

12.3 The above structures shall be constructed and finished to match the main house.

12.4 Consideration of the neighbour's view should be taken into account when designing the entrance to the kitchen and staff quarters.

13. SOLAR HEATING AND AIRCONDITIONING

13.1 Solar panels are to be incorporated in the design of the residence and concealed from sight if possible.

13.2 External air-conditioning units or equipment should be concealed from view of the road, if possible, and noise levels must be minimized as far as possible, so as not to be a disturbance to neighbouring stands.

13.3 The placement or positioning of an external air conditioner must be cleared prior to installation with DRHOA.

14. AWNINGS

All awnings of any kind must be approved by the DRHOA, and approval shall not be unreasonably withheld.

15. SWIMMING POOLS AND PONDS

15.1 All swimming pool and pond outlets must be connected to the sewer and not be allowed to drain onto common property or into the streets.

15.2 Swimming pools must be secured and fenced off to comply with Local Authority regulations.

15.3 If an Owner/Resident intends building a swimming pool, the DRHOA should be advised of the fact. A drawing is to be submitted showing the position of the pool on the house site plan and the location of the pool motor which should, as far as possible, be positioned so that noise will not be a nuisance to the neighbours.

15.4 Ponds and fountains not fenced off from the Public must be child proofed and approved by the DRHOA.

16. LANDSCAPING

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- 16.1 All visible landscaping undertaken should integrate into the aesthetics of the Estate. Focus has been given to material that attracts birds and other fauna.
- 16.2 The residential garden is an integral part of the Estate and has great importance in ensuring that the Estate develops into a homogenous whole.

17. **SIDEWALKS**

No trees that grow higher than 2.5 meters will be allowed on the sidewalk.

18. **ALTERATIONS AND ADDITIONS**

- 18.1 In an effort to ensure continuous aesthetic control on the Estate, all Owners wishing to undertake any external alteration to their property in any way that requires building plans, shall submit plans to the DRHOA and gain written permission prior to commencing any building alteration or addition. This will also apply to all temporary dwellings and additional windows.
- 18.2 Any alteration or addition must comply with Estate architectural guidelines (per Appendix 2) of the Estate Rules, and with municipal bylaws.
- 18.3 Owners shall at all times ensure that any object or structure which could, in the opinion of the DRHOA, be considered unsightly or to the detriment of the appearance of the Estate, is not visible from the street, common areas, or other properties.
- 18.4 All alterations and additions will require approval from the neighbours in view of the work (including those across the road). The affected neighbour must sign on the submitted drawing together with their name, stand number, phone number and date. Permission cannot be unreasonably withheld, and if such permission is found to be withheld unreasonably, such neighbours consent shall not be required to commence with the alteration or addition.

19. **APPROVAL OF BUILDING PLANS**

- 19.1 The decision on whether or not a plan for a house complies with the approved architectural style shall be at the discretion of the DRHOA, which discretion shall be exercised in a reasonable manner.
- 19.2 Owners and their architects are required to attend an introductory meeting with the Estate Directors.
- 19.3 Detailed designed drawings shall be prepared so as to comply with the conditions of approval issued by the DRHOA. Where alterations or amendments are required these too shall be shown on revised drawings.
- 19.4 The drawings shall be accompanied by a certificate from the architect or person who prepared the plans confirming that the plans comply with the Estate Rules and also confirming that the correct positioning of the boundary pegs have been established.

19.5 All building plans and other submissions, requiring approval must be delivered to the Estate Office at least 48 hours prior to the day on which the Architectural Committee are due to meet.

19.6 2 (two) copies of the drawings shall be submitted to the DRHOA for approval. Upon approval of the drawings one copy will be retained by the DRHOA for its records and the other two returned, stamped approved and / or comments to the applicant for submission to the Local Authority.

19.7 Should the drawings not be approved; a letter will be drafted for the submitter detailing any objections and the reasons for such objections. Amended drawings may be resubmitted for the next scrutiny.

19.8 Scrutiny of drawings is done by the Architectural Review committee of the DRHOA, which shall meet from time to time. Timings of these meetings may be obtained from the DRHOA office.

19.9 A copy of the stand's title deed is to accompany the submission. This will be returned with the approved drawings.

19.10 After the detailed drawings have been approved by the DRHOA, the approved drawings shall be submitted together with the prescribed plan fees and connection fees by the Owner/Resident to the Local Authority for its consideration and approval.

19.11 No building can commence on site until the drawings have been approved by the Local Authority, or special permission from the Local Authority in writing is obtained and submitted to the DRHOA. One copy of each drawing stamped "**Approved**" by both the DRHOA and the Local Authority shall be on site at all times during construction, until final approval of construction is obtained.

20. **INFORMATION REQUIRED ON DRAWINGS SUBMITTED TO DRHOA FOR APPROVAL**

20.1 **Drawings / Prints required**

- 20.1.1. 2 (Two) copies of all drawings are to be submitted.
- 20.1.2. All plans to be a 1:50 or 1:100 scales. Small scale locality site plans shall be to a 1:500 scale.
- 20.1.3. On approval all drawings will be stamped "**Approved**" and 1 copy will be retained. The remaining approved drawing is to be submitted to the Local Authority. A copy of the Local Authority's approved drawings having both the Local Authority's and DRHOA's approval stamps shall be kept on site during building operations.

20.1.4. All plans are to be scale and fully dimensioned.

20.2 **Information required on drawings for submission:**

20.2.1 Site plan on A1 drawing at 1:100 or 1:50 scale, showing:

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- a) Stand boundary, north point, boundary dimensions, street position with name, adjacent stand numbers and existing trees.
- b) Building lines together with servitudes and other restrictions.
- c) Contours of existing ground levels prior to any excavation or earth moving.
- d) Proposed boundary walls, fences and gates, including the height and type of each.
- e) Driveway entrance to stand.
- f) Final levels of erf with landscaping structures.
- g) Position of sewer and connection.
- h) Storm water management.
- i) Swimming pool and ponds including backwash management and/or drainage.
- j) Coverage schedule (see below for details required).
- k) Position of buildings. The site plan can also include the Ground Floor Plan.

20.2.2 **Floor Plans:** indicate proposed levels and use of rooms.

20.2.3 **Elevations:** all sides. Clearly showing the proposed elevations of both main and outbuildings shall be provided. The elevations shall give a clear indication of the exterior treatment of buildings and roofs, the material to be used and the colours of roofs and walls, including all perimeter walling / fencing. All external finishes and colours shall be specified in the drawings, and colour samples are required to be delivered to the Estate Management on request and are to comply with the colour range displayed in the Estate Office and approved by the Estate Management from time to time.

20.2.4 **Sections:** Show and dimension the natural and final ground levels. Include the maximum height of the residence from existing natural ground level. Floor heights to be dimensioned.

20.2.5 **Natural Ground Level (NGL):** To be shown on all sections and elevations.

20.3 **Other fixtures:** Awnings, blinds, air-conditioner units, swimming pool pumps and other items, which do not form part of the basic structure, shall be clearly shown and annotated on all drawings and plans. Air Conditioner units are to be hidden from view.

20.4 **Finishes:** All external finishes and colours shall be specified on the drawings. Colour samples are required to be signed and delivered to the DRHOA office and are to comply with the colour range displayed in the Estate Office and approved by the DRHOA from time to time.

20.5 **Coverage and FAR schedule to include the following:**

20.5.1 Area of stand in m².

20.5.2 Coverage both as a percentage and area in m².

20.5.3 Floor area of each floor as a percentage and area in m².

20.5.4 Total Floor area in m².

20.5.5 FAR (total floor area ratio to stand size ("bulk").

20.5.6 **Alteration and additional work:** The type of proposed work will determine what of the above will be required. Discuss the proposed work with the Estate Directors.

21. CONSTRUCTION DEPOSITS

21.1 A construction deposit for any alteration or addition shall be paid by each applicant, upon approval of his drawings by the DRHOA. The amount of the construction deposit shall be determined by the DRHOA on an annual basis. The full construction deposit shall be refundable on completion of the work, subject to conditions of Clause 21.

21.2 The refundable portion of the construction deposit will be refunded to the applicant to the DRHOA on completion of the building construction and after receipt of a certificate from the architect or person who prepared the plans confirming that the house "as built" is in accordance with the plans approved by the DRHOA.

21.3 The refundable portion may be used to cover the costs of reinstating the Estate sidewalks and where the Owner/Resident or his building contractor fails to:

21.3.1 Replant grass and/or trees damaged or destroyed during building operations.

21.3.2 Remove rubble or rubbish left on the sidewalk or adjoining vacant stands.

21.3.3 Repair fire hydrants, kerbs, etc.

21.4 Owners shall ensure that building operations are organised so as to minimise the unsightly dumping of material on the sidewalk.

22. BUILDING CONTROL

22.1 **Responsibility:** The Owner is responsible for his main contractor and all sub-contractors as well as their deliveries onsite. The Owner will be liable for the repair of any damage to kerbs, roads, distribution boxes, plants, irrigation and/or damage to private property on the Estate caused by the Contractor, the Contractor's employees, sub contractors employed by the Contractor or delivery vehicles delivering materials to the Owner's property.

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- 22.2 **Accreditation:** Only accredited builders will be allowed on the Estate. In order to become accredited, builders will be required to:
- 22.2.1 Satisfy the Estate Directors that their workmanship is of a high standard.
 - 22.2.2 Submit satisfactory proof that they are members of either the MBA, or BIFSA and registered with the NHBRC.
 - 22.2.3 Conclude an accreditation agreement with the DRHOA, if requested to do so.
 - 22.2.4 Sign a copy of the Complete Estate Rules indicating an acknowledgement to abide by, and be subject to the Rules.
- 22.3 **Discipline and Control of Labour:**
- 22.3.1 A contractor is responsible at all times for the discipline and control of any supplier, labourer or sub-contractor labourers on the building site. The contractor shall undertake to ensure that any such supplier, subcontractor or labourer fully appreciates and understands both the provisions of these building operational guidelines and any further rules and regulations that the DRHOA may impose from time to time.
 - 22.3.2 The contractor and employer shall acknowledge and undertake to adhere to the Architectural, building or other Rules as formulated by the DRHOA from time to time or incorporated in these Guidelines or any further controls or instructions which may be implemented by the DRHOA, from time to time.
 - 22.3.3 No night watchmen will be permitted in the Estate. Contractors must provide a designated lockup shed or storage area on building sites for any materials or equipment.
 - 22.3.4 All contractors and sub contractors are obliged to transport all their employees from the respective entrance gates to construction sites and to the relevant exit gate on completion of shift. Any contractor's employee found on the Estate other than at the relevant construction site will be removed.
- 22.4 **Building Site Requirements:** Prior to and at all times during the construction of the works, a Contractor shall:
- 22.4.1 Have a copy of the working drawings and plans of the works stamped with the approval of the DRHOA and the Local Authority, in the contractor's possession, which plans must be available at the building site for inspection by an authorized representative of the DRHOA during normal working hours.
 - 22.4.2 Ensure that a responsible person is appointed on all construction sites.
 - 22.4.3 Prior to commencement of the construction of the works, provide written proof to the Directors of the DRHOA that the water connection has been made by the City of Johannesburg.
 - 22.4.4 Ensure that the site is always neat and free of any litter or other unsightly waste or rubble material. Skips on site are compulsory.
 - 22.4.5 Ensure that the delivery of any material from any supplier takes place during the times prescribed by the DRHOA from time to time.
 - 22.4.6 Not store any building material, rubble or soil on any adjacent property unless the Contractor has obtained the prior written consent of the Owner of such adjacent property and a copy thereof has been delivered to the DRHOA.
 - 22.4.7 The site and streets are always to be kept as clean as possible. Should the street and sidewalk not be clean, to the DRHOA standards, the Contractor will be required to comply with the DRHOA's instructions in that regard before continuing with any further building activities.
 - 22.4.8 Owners will be held responsible for any loss or damage caused to the common property including but not limited to Contractors.
 - 22.4.9 Where materials offloaded encroach onto the roadway, these materials must be removed, immediately after delivery to the site. No materials may remain on the roadway and it is the Owner's responsibility to clean the roadway of all such materials. The same applies to sand or rubble washed or moved onto the road during building operations.
 - 22.4.10 If construction takes place adjacent to existing dwellings, the Owner or Contractor shall respect the privacy of the neighbour(s) and generally reduce inconvenience as far as possible.
 - 22.4.11 Should DRHOA suspect any Owner or Contractor of misconduct, the DRHOA may rectify such conduct in such manner as it deems necessary and recover the cost thereof from the Owner concerned. Alternatively, the DRHOA may at any time and without prior notice, require the suspension of building activity until such undesirable conduct is rectified.
 - 22.4.12 Not permit any fires on the premises.
 - 22.4.13 Only enter the Estate at the following times: **Monday to Friday: 06:30 – 18:00 (building may only commence at 07:00)**
Saturday: 08:00 – 13:00
Sundays & Public Holidays – NO work permitted.
BIFSA December Break – NO work permitted.
 - 22.4.14 No deliveries of building materials are permitted after the stipulated hours on weekdays, or at any time on Saturdays, Sundays, or Public Holidays without express permission in advance in writing from the DRHOA or Operations Manager. Such permission will not be unreasonably withheld – particularly on Saturday mornings – provided it is obtained at least 24 hours in advance and will not cause any disturbance to neighbouring properties.
- 22.5 **Variation of approved building plans:**
- 22.5.1 The parties acknowledge that the DRHOA will enforce compliance with the Architectural Guidelines and any other instructions and regulations in respect of the construction of any

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works on the Estate. Should the contractor receive instructions from the architect or the owner to deviate from the plans approved by the DRHOA, the Contractor shall be obliged to immediately advise the DRHOA Directors in writing and further orally, of the nature and detail of the deviation so as to permit the DRHOA the opportunity to consider the deviation or the deviation plan in the light of the DRHOA's requirements. The contractor shall not commence construction of any deviation in the works until the DRHOA has consented thereto in writing or until a revised deviation plan is approved by the DRHOA in writing.

22.5.2 The owner acknowledges that he shall be liable for the correction of any building work which does not comply with approved drawings. Such correction is to be done within the time period stipulated by the DRHOA, which time period shall be reasonable.

22.6 **Completion:** All buildings must commence within 6 months of the date of approval of plans by the DRHOA and be completed within 12 months of the plan approval date. Failure to meet the prescribed completion time period will result in triple levies being imposed in terms of the rules at the discretion of the DRHOA.

22.7 **Inspections**

22.7.1 The Directors or his appointees are entitled to make such further inspections of the erf and the works as they may in their discretion, elect to do and shall be permitted at all reasonable times, to have access to any erf and the works thereon.

22.7.2 Prior to proceeding with any further construction, the Owner shall ensure compliance with every direction issued by the Directors.

23. **ACCESS CONTROL**

23.1 The control of access to and from the Estate is critical to the proper functioning of the security arrangements on the Estate. In the event that the Estate Rules in regard to access and security are not being adhered to by the Contractor and after the Contractor has received written notice to rectify its failure to adhere to the Estate Rules, the DRHOA shall be entitled to refuse the Contractor, its sub-contractors, employees or invitees' access to the Estate. The access control arrangements made with the Contractor may be varied at the sole discretion of the DRHOA from time to time and on reasonable notice to the employer or his Contractor.

23.2 The Estate is a "Security Estate" and all contractors will at all times adhere to the security regulations and controls and agree to co-operate with the DRHOA in the interest of maintaining security on the Estate.

23.3 The Estate security personnel may subject any vehicle or person entering or leaving the Estate to a search.

23.4 All contractors, their employers and sub-contractors have to register with the Security and will be required to produce a valid Identity Document.

23.5 Any contravention of security and access portions of the Estate Rules will be severely dealt with by the DRHOA and depending on the nature and the circumstances, could lead to the suspension of building work and barring of access to the Estate.

23.6 The speed limit in the Estate is 20 km/h. Due care must be taken by all vehicles not to block the thoroughfare of roads. Contractors are expected to observe all road regulations and stop signs.

23.7 Contractors or sub-contractors and their employers must be in possession of a valid South African ID Document or valid work permit to enter and work in the Estate. This can only be waived under special circumstances and must be first approved by the DRHOA.

23.8 As improvements to the security and the access controls are ongoing, these procedures will be reviewed from time to time.

24. **PREVENTION OF CONTRACTORS' ACCESS AND CESSATION OF BUILDING**

24.1 The DRHOA shall be entitled to prevent building or access to any contractors who are in breach of these rules or if the owner is in arrears with levies or other amounts due to the DRHOA.

24.2 The building contractor acknowledges that he shall be liable for a financial or other penalty as determined by the DRHOA should he be in breach of the Estate Rules.

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APPENDIX 2

MAXIMUM SCHEDULE OF FEES, FINES AND PENALTIES

1. SCHEDULE OF FEES

New / Replacement Access cards	R 165.00
Pedestrian Access cards	R 45.00
Construction deposit	R 2 500.00

2. SCHEDULE OF FINES AND PENALTIES

Breach of Standard Estate Rules (per incident)	R 300,00
Breach of Security or Access control Rules (per incident)	R 500,00
Reckless or Negligent Driving	R 500,00
Exceeding the Speed Limit	R 300,00
Reconnection of Access Card to security system	R 50,00
2nd and subsequent offences	R 150,00

- 2.1 The fine or penalty for any second or subsequent offence shall be the amount set out above plus 20% compounded for each subsequent offence.

3. SCHEDULE OF FINES AND PENALTIES: BUILDING CONTRACTORS

Building deviates from approved plans	R 1 000,00
Illegal water or electrical connection	R 500,00
Dumping on another stand	R 1 000,00
Untidy Stand or no skip on site	R 300,00
Fire made on stand	R 500,00
Lack of discipline with labourers (per labourer)	R 300,00
Contractor late off site – per contractor	R 500,00
Contractor late off site – per labourer	R 300,00

- 3.1 The DRHOA reserves the right to suspend any building activities and deny access to contractors for continued breaches of the Estate Rules, or while an owner or contractor is in breach of the rules.
- 3.2 It is the responsibility of the Owner to bear the cost of repair of any damage caused to Estate or Local Authority Installations resultant from building activities.
- 3.3 It will also be the responsibility of the owner to immediately undertake alterations to rectify any breach of the rules at his or her expense and to the satisfaction of the DRHOA.

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APPENDIX 3

POLICY WITH REGARDS TO OVERDUE LEVY PAYMENTS AND OTHER AMOUNTS OWING

1. INTRODUCTION

This policy is applicable to all and any levy amounts owing or outstanding by homeowners to the DRHOA.

2. PAYMENT DUE DATE

Levies are payable in advance on or before the first day of the month per clause 7.4 of the Articles of Association, into the DRHOA bank account, the details of which are as follows: -

ABSA bank

Fourways

Branch code 632005

Account number 4070225812

Reference: Unit number

3. INTEREST AND PENALTIES

Should any levy payment be in arrears for more than 7 days, the DRHOA has the right to **impose interest** per clause 7.7 of the Articles of Association (refer item 4 below).

The DRHOA also has the right, per clause 8.2.3 of the Articles of Association, to **impose penalties** as it deems fit for non-payment of amounts due to the DRHOA (refer item 5 below).

4. APPROVED INTEREST

The approved interest rate shall be **Prime plus 2% (two percent)**.

5. APPROVED PENALTY

The approved penalty shall be **50% of the monthly levy, per month**.

6. SANCTIONS FOR NON / LATE PAYMENT

The Board of Directors of the DRHOA have approved the following sanctions for accounts not paid in terms of the Homeowner's responsibility i.e., not paid on or before the first day of the month, monthly in advance.

6.1 Stage 1: Amounts outstanding after 5 calendar days

The Directors / The Financial Controller shall send an SMS or email as approved by DRHOA to the defaulting homeowner indicating that payment is due.

6.2 Stage 2: Should amounts due be outstanding after 7 calendar days

6.2.1 All Access cards issued to the defaulting homeowner and/or associated with the address of the defaulting homeowner shall be de-activated. (Clause 8.2.3 of the Articles of Association).

6.2.2 The Financial Controller may impose interest on the amount that is overdue at a rate approved by the DRHOA (Clause 7.7 of the Articles of Association).

6.2.3 Security will be informed that no construction will be allowed to take place on the erf with arrear levies. All construction vehicles / staff will be denied access.

6.3 Stage 3 – Should amounts due still be outstanding after 30 days:

6.3.1 The defaulting homeowner's account may be handed over to Collection Attorneys with costs to be for the Homeowners account (Clause 8.2.4 of the Articles of Association).

6.3.2 The defaulting homeowner's name may be forwarded to ITC.

6.3.3 The Financial Controller shall impose a penalty of 50% of the month's levy for every calendar month the debt is outstanding (Clause 8.2.3 of the Articles of Association).

6.4 Stage 4 : Additional measures

Should the defaulting homeowner's name appear on the outstanding debtors list for 2 consecutive months, a letter will be sent to such defaulting homeowner advising that should their name appear for a 3rd time on such list the following will be applicable:

6.4.1 Such defaulting homeowners will be required to sign a debit order and access cards will not be reactivated until such time as the duly completed and signed debit order instruction form has been returned to the Financial Controller.

6.4.2 A card reactivation fee of R50 will be debited to the homeowner's account.

6.4.3 Should the debit order at any point thereafter not be met, the reactivation fee increases to R150 for that and every subsequent non-payment.

6.4.4 The above is in addition to Stages 1 through 3.