



WEDDERWILL HOME OWNERS ASSOCIATION

House Rules

Including Estate Guidelines

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INTERPRETATION

In these house rules, unless inconsistent with or otherwise indicated by the context -

- "the Association" means means the Wedderwill Home Owners Association (Association Incorporated under Section 21), Registration Number 1996/014691/08, a company duly incorporated in accordance with the laws of the Republic of South Africa.
- "the constitution" means the Memorandum and Articles of Association of the association;
- "the Directors" means the Directors for the time being of the Association or their alternates, as the case may be.
- "design manual" means the design manual as approved by the Local Authority in terms of the conditions of sub-division which formed part of the original sales agreements of all member' erven on the Estate which documents may be amended from time to time.
- "the Estate" means the whole of the land comprising Wedderwill Country Estate situate on Farm 1089 Stellenbosch, but excluding farms 5 and 6.
- "estate manager" means the person appointed to that office by the association;
- "Environmental Management Plan" (EMP) means the plan drawn up by the developer and approved by the Local Authority for the environmental management of the land
- "member" means a member of the Association.
- "owner" means the owner of an erf forming part of the Estate who shall be a member of the Association;
- "resident" means any person who is resident at the Estate and includes owners and members of their family, their guests and tenants;
- "secretary" means the secretary of the Association charged with conducting administrative and general communication services to the Association.
- "house rules" means the house rules as contained in this document with reference to cl 10 of the constitution
- "vehicle" means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
- "remainder" means that portion of the land excluding Portions 1, 2, 3 and 4 and those areas zoned for Resort I and Resort II purposes.
- any reference to the singular includes the plural and vice versa;
- any reference to natural persons includes legal persons and vice versa;
- any reference to gender includes the other genders;
- words and phrases defined in the constitution bear corresponding meanings herein;

The clause headings in these house rules have been inserted for convenience only and shall not be taken into account in its interpretation.

Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these house rules, notwithstanding that it is only contained in the interpretation clause.

If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.

These house rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

Further information on these house rules is obtainable from the Associations' secretary

Any complaints or notice regarding infringement or the body of these house rules should be served in writing on the Association via the office of the secretary, who shall refer such matter to the Directors for consideration and if deemed necessary, further action.

The estate manager should only be contacted under circumstances which are considered exceptional (fire, emergency, estate service reticulation breakdown).

No individual homeowner shall direct the estate manager, such directive shall come exclusively from the Directors of the Association, except in certain circumstances itemized in the house rules below.

INTRODUCTION

The Estate has been developed to provide a gracious and comfortable lifestyle for its residents. These house rules have been adopted in accordance with the constitution in order to ensure and promote such lifestyle.

These house rules are not intended to limit the lifestyle and/or investment of residents, but rather to protect them and are binding equally on all residents.

Accordingly, residents are not only bound by these house rules but they are also protected by them. These house rules are administered and enforced by the Directors. It is the responsibility of every owner to ensure that all of their invitees (including but not limited to guests and tenants, contractors and repairmen) abide by these house rules.

These house rules may be altered or amended at any time by the Directors as conditions demand and are intended as an evolving document, not set in stone.

The Estate includes a number of farms (1, 70, 3, 4 and the remainder). The WHOA recognizes that the operation of these farms may from time to time conflict with the contents of the House Rules. It is not the intention of the WHOA to involve itself in normal farming operations, but to engender a spirit of co-operation whereby we understand each other's needs and requirements.

1. ENVIRONMENTAL ASPECTS

- 1.1 The Environmental committee comprising representatives of the Remainder, farms (1, 70, 3, 4) and the precincts will monitor the implementation of the EMP on behalf of the WHOA and make recommendations as necessary.
- 1.2 No person shall do anything or omit to do anything that may in the opinion of the Association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of the estate by residents and their invitees.
- 1.3 Littering is strictly prohibited.
- 1.4 Camping and picnicking are prohibited on remainder land without the permission of the landowner.
- 1.5 Fires may not be lit on the Estate without the necessary 'burning permit' from the relevant authority. Fires may not be lit on private property other than in a properly constructed braai, portable braai/Weber, or places designed for that purpose.
- 1.6 Burning of garden refuse may only be undertaken with the Association's express approval and shall be strictly confined to those periods of burning of which the Local Authorities approve.

- 1.7 No person shall conduct any gardening and/or landscaping on the servitudes or remainder without the Association/landowner's express approval
- 1.8 No person shall (without the prior written authority of the Association or relevant landowner) pick or plant any flowers or plants on or about the servitudes, remainder or gamepark.
- 1.9 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on the Estate for sporting/recreational purposes. Hunting and trapping in any manner is strictly prohibited.
- 1.10 Owners are permitted access to registered servitudes that are across private properties on the Estate, these comprise roads, bridle paths and walking trails, most of which are demarcated with signage. A plan indicating the location and extent thereof can be obtained from the Association. The Association undertakes to maintain these amenities in accordance with the Estate's environmental management plan (available from the Secretary).
- 1.11 Owners will have regulated access to the recreational facilities on the remainder, but owners should familiarise themselves with servitudes for access to these facilities.
- 1.12 The Watersedge and Glades dams are stocked with trout from time to time. Trout fishing is only permitted on a "catch and release" basis. Only artificial flies and barbless hooks may be used when fishing.

2. SECURITY

- 2.1 The Association does not warrant security on the Estate.
- 2.2 Members, residents and their visitors shall only enter or leave the Estate via the main entrance gate, other than in extraordinary circumstances
- 2.3 Visitors to the Estate who are not members shall be required to sign the prescribed entry document
- 2.4 All vehicles entering and/or leaving the Estate shall stop at the vehicle entrance.
- 2.5 No vehicle shall enter the Estate unless admitted by the guard on duty at the gate, except where the secretary of the Association has issued to the driver a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the persons to whom they are issued and shall not be shared with or used by or transferred to any other person.
- 2.6 Residents must always advise the guard on duty at the security gate in advance of the identity and approximate time of arrival of any person to be admitted to the Estate as an invitee of the resident concerned. If the security guard has not been advised of the arrival of any person in accordance with the provisions of this clause, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant resident to admit the person concerned to the Estate. If such

- authority is not obtained the security guard will be entitled to refuse the person concerned access to the Estate.
- 2.7 The right of admission to the Estate shall be under the control of the Association that may on any reasonable grounds deny any person access to the Estate.
 - 2.8 Other than those contained herein, the Directors may from time to time furnish further house rules in respect of security.
 - 2.9 It is strongly advised that all burglaries and attempts thereat or instances of security breaches (eg: fence cutting) be reported to the estate manager/secretary so that any necessary action or communication to other residents may be done.
 - 2.10 All homeowners and/or their tenants and/or their housesitters/caretakers should advise the secretary of the Association of their home telephone/cellular phone numbers, postal address, fax, and email address, and changes thereto.

3. WATER

- 3.1 The Association has a comprehensive water policy for the estate which, inter alia, precludes boreholes being sunk (farms and remainder excepted).
- 3.2 The main dam is filled from the Sir Lowry's Pass river. The control of the input of water is the responsibility of the remainder and is not to be interfered with. Contravention of this instruction may lead to prosecution.
- 3.3 Water Policy - see attached Appendix 2
- 3.4 No equipment for the supply of either domestic or homeowners' irrigation water may be interfered with by anyone on the estate, nor may anybody other than the WHOA's authorized contractor carry out any modifications, repairs or installation work, except on the individual erven where the responsibility ceases to be that of the WHOA.

4. DOMESTIC ANIMALS

- 4.1 Unless written authority has been given by the Association to any member, only dogs and cats posing no danger may be kept which shall be limited to 2 (two) dogs and 2 cats per erf. Upon application to the Association, tenants/visitors may be allowed to have a similar number of pets, although they would be governed by the same rules as those applicable to members and ultimate responsibility rests with the member concerned.
- 4.2 Problem animals, as identified from time to time by the Directors of the Association, must be kept in suitable enclosures and be prevented from straying off the relevant owner's erf. Problem animals include but are not limited to those that excessively bark and/or whine; pose a threat to other home owners and animals, or endanger fauna on the Estate.

- 4.3 No wild animals, reptiles, cattle or the like may be kept by cluster homeowners. If animals are brought onto or found upon the Estate contrary to the provisions of these house rules or if any animal creates a nuisance to other residents, the Association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either -
- require the relevant owner to remove the animal from the Estate, and/or
 - itself remove the relevant animal from the Estate and to claim all costs so incurred from the relevant owner.
- 4.4 Dogs must be under control when off their owners' property.
- 4.5 Exercising dogs from a motorized vehicle is prohibited.
- 4.6 Dog owners are encouraged to remove their dog's droppings particularly on popular walking areas (eg: dam wall walk) and if necessary on private property. Such responsible behaviour will avoid the need for the Directors to impose stricter measures.
- 4.7 If a breach of the House Rules regarding domestic animals occurs, the action shall be as detailed in Appendix 3.

5. TRAFFIC

- 5.1 The movement and control of traffic and pedestrians are subject to these house rules and such further directives as may be made by the Association with regard thereto.
- 5.2 The access road from Sir Lowry's Pass road to the gatehouse and all internal roads are private roads. Persons entering the Estate do so entirely at their own risk; the Association accepts no responsibility whatsoever for any injury or illness sustained or suffered by any person(s), or theft, loss or damage to any property occurring within or arising from a visit or visits to the Estate or in the use of any of the facilities.
- 5.3 Heavy deliveries for construction sites are not permitted on weekends or public holidays nor before 07:30 and after 18:00 on weekdays without prior authorization. We understand that normal farming operations may require deliveries outside of the normal working hours.
- 5.4 Motorised vehicles shall be driven on roads only and by persons who hold valid current international or South African driver's licences.
- 5.5 A maximum speed limit of 30 (thirty) km/ph shall apply provided that lower speed limits may be imposed by the Association where it deems fit.
- 5.6 Pedestrians, animals and birds shall at all times have the right of way on and about the Estate. Vehicles shall be brought to a stop whenever necessary.

- 5.7 The Association may by means of appropriate signage give directions as to the use of roads or any portion of roads. Failure by any person to obey such signage shall constitute a contravention of these house rules.
- 5.8 No person shall drive or ride any vehicle within the Estate in such a manner that would constitute a nuisance or an offence under any traffic ordinance. All vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, vehicles emitting excessive noise and/or smoke are prohibited.
- 5.9 Day guests may park their cars on a temporary basis on the servitude roads in front of the erven visited by them, provided that in so doing they do not cause any disturbance or obstruction to the flow of traffic. Permanent parking in these areas is strictly prohibited.
- 5.10 No helicopters or any means of aerial conveyance may be landed on the Estate without the approval of the land owner and the knowledge of WHOA.
- 5.11 The driving of vehicles is confined to roads and driveways. The driving of vehicles on walking/riding servitudes is prohibited unless required for farming activities, on HOA business or with the permission of the landowner.
- 5.12 The trustee's reserve the right to introduce from time to time any traffic calming measures, including, but not limited to, speed-humps and dips, that they in their discretion deem necessary.
- 5.13 The use of off-road vehicles and motorbikes (off-road bikes, Quads, beach buggies etc.) for leisure/recreation purposes is specifically prohibited anywhere on the Estate.
- 5.14 Residents are to notify Security when a delivery is expected and the name of the company delivering the goods, in advance of the delivery.
- 5.15 Delivery vehicles will use the service access road unless the contents are fragile, in which case the approval of the estate manager/secretary must be obtained in advance, or the delivery is for one of the farms (1, 70, 3, 4) or for properties in the western side of the Glades.

6. DAMS

- 6.1 Motorised boats or crafts of any description are not allowed on the dams.
- 6.2 No persons shall pollute or permit the pollution of any dam and/or stream on or about the Estate by any substance that may in any manner be injurious to any plant, animal or bird life or which may in any way be unsightly.
- 6.3 Dams are for use by the residents and their guests only. Staff or other personnel are not permitted to use the dam for swimming or any other purpose.
- 6.4 No private jetties are permissible on servitudes or dams registered in the favour of the Association.

- 6.5 Private jetties and/or handrails on individual homeowners property are subject to approval by the Association as with any other structure on the Estate.
- 6.6 Boats/canoes are private property and thus guests must obtain permission from the respective owners before using them.
- 6.7 Residents and their guests are to minimise noise levels around the dams at all times.
- 6.8 Destruction of the natural vegetation on or the undermining of the banks of any stream is an offence.
- 6.9 Water pumps and all plastic piping etc associated with these must be suitably covered at all times of the year. Where irrigation equipment is located on or crosses remainder land, authorization must be obtained from the owner of the remainder and the Association and an appropriate indemnity signed.
- 6.10 The use of fertilisers and insecticides is discouraged and not permitted for homeowners along the side of dams unless biodegradable and/or environmentally friendly.

7. FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 7.1 The WHOA is a member of the Helderberg Basin Fire Protection Association. However responsibility for all fires rests with individual land owners until the local fire service arrives. The WHOA staff have had fire fighting training and will assist where possible under the direction of the responsible person.
- 7.2 No person shall bring or permit any person to bring any substances onto the Estate or permit the storage of any substances on the Estate which may constitute a fire hazard or a threat to the health of any of the residents or other person or which may result in the contamination of the Estate.
- 7.3 Fires may only be lit under controlled circumstances as described elsewhere.
- 7.4 Any fires must be reported immediately to the estate manager/secretary or farm manager, whichever is applicable. If they are unavailable, Omnipage must be informed on 021 8523318.
- 7.5 The procedure to be followed is detailed in the Fire Action Plan, a copy of which is supplied to all residents. The fire hydrants are to be kept accessible at all times. The HOA fire fighting equipment is not to be used for any purpose other than organised fire drills or fire fighting.

8. LANDSCAPING AND POOLS

- 8.1 The precinct design manuals prescribe landscaping requirements for each precinct on the Estate.

- 8.2 All gardens and pools must be maintained by members to the standards required by the Association. Should these standards not be adhered to, the Association shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and charge the member therefor.
- 8.3 Homeowners are obligated to remove all declared Invasive Category 1 plants immediately; Category 2 plants require a licence to remain (or must be removed) or to be planted, and Category 3 plants may be retained but no longer planted. (These lists are available from the secretary). Disregarding this rule could result in the Association imposing fines and/or prosecution by Government authority.
- 8.4 The WHOA discourages the removal of any healthy pine trees on individual erven on account of their providing a unique ambiance in certain areas of the Estate. Where a pine tree has to be removed, the approval of the WHOA should be obtained, which will not be unreasonably withheld; the WHOA may require that it is replaced with an indigenous tree.
- 8.5 No alien vegetation is allowed within 50 metres of a stream. In addition, residents are responsible for preventing the spread of any alien vegetation from within their property.
- 8.6 Perimeter fences can only be erected strictly in accordance with the provisions of the Design Manual and with the prior approval of the Association.
- 8.7 The landscaping of properties by owners shall be planned to complement the environment and avoid the obstruction of principal views enjoyed by neighbouring properties. In the event of obstruction of principal views and failing resolution of the same between neighbours, the matter is to be referred to the Directors for a decision thereon.

9. GAMEPARKS

See Appendix 7

- 9.1 Game viewing is available in the Glades Game Park and the Game Reserve. Access by walkers, horse riders and cyclists in the Game Reserve is restricted to the registered paths and trails. Access to other areas of the Game Reserve is prohibited without the prior permission of the owner or his representative. We encourage residents to accompany their visitors until they are familiar with the paths. Anyone found trespassing may incur a fine to the member which will go into an environmental fund to be used at the discretion of the landowner.
- 9.2 Any behaviour to disturb the fauna (or flora) is not permitted and is a fineable offence.
- 9.3 Dogs are to be permanently under control within the Glades Game Park and are prohibited in the Game Reserve. Glades residents are to keep dogs within a fenced area or an electronic/radio fenced area when not exercising them under control

10. ELECTRICITY SUPPLY

- 10.1 The Association shall take all reasonable precautions to procure and maintain a suitable plant for the distribution of electricity to secure to members a constant supply of electricity, but does not guarantee that same will always be maintained, and shall not be liable for damages, expenses or costs caused to members, tenants or guests for any interruption in supply, variation of voltage, variation of frequency, any failure to supply a balanced three phase current or failure to supply electricity.
- 10.2 In no case shall the Association be liable for any failure, variation or interruption that may be due to the injury or destruction of the buildings or plant belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes of workmen or lock out by employers, whether such strikes or lock out be on or outside the Estate. The Association shall further not be liable for any failure, variation or interruption of supply to members due to any failure, variation or interruption of the supply to it from ESKOM.
- 10.3 Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.
- 10.4 The Association does not undertake to attend to a failure of supply due to a fault in a member's electrical installation. When any failure of supply is found to be due to a fault in a member's electrical installation, or to the faulty operation of apparatus or its connection therewith, the Association shall have the right to charge the member the fee as prescribed by them for each restoration of the supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main or charge for such fault or faulty reparation as aforesaid. A flow chart is available for assistance in determining responsibility for different types of faults.
- 10.5 No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 10.6 No person, other than a person specifically authorised thereto by the Association or estate manager, shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the supply mains or service connection.
- 10.7 The Association or estate manager may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 10.8 The members shall pay for the usage of electricity on a pay as you use basis. Prepaid Econometers and electrical units must be purchased exclusively from the secretary of the Association. Procedures, costs and all other aspects relating to the electrical system utilised on the Estate shall be determined from time to time by the Association and communicated to members by the secretary or estate manager.

- 10.9 The estate was designed and sold with the provision of single phase electrical supply (other than De Werf). Certain homeowners have adopted the installation of 3-phase electrical supplies. Where permission is granted to a homeowner to connect to 3-phase as opposed to single-phase power supply, the homeowner will be responsible for part of any cost incurred to upgrade the reticulation of the electrical supply on Wedderwill, should it be necessary at any time. This cost will be shared by all homeowners connected to a 3-phase supply.
- 10.10 All owners shall install the appropriate single- or 3-phase meters which shall be fitted with tamper-proof fixing lugs, such installation shall be inspected and approved by the Association's appointed electrician before occupation of the premises. Where meters are suspected of being faulty, the HOA reserves the right to have these checked and if they are found to have been tampered with, fines imposed.
- 10.11 All emergencies shall be directed to the estate manager in the first instance.

11. BUILDING REQUIREMENTS AND CONSTRUCTION

See Appendix 5

12. CONSTRUCTION RULES

See Appendix 6

13. HORSES

Detailed 'Guidelines, Information and Rules & Wedderwill Equestrian Rules' have been formulated relative to Horse Ownership on Wedderwill. This is available from the WHOA Secretary on request.

However, in addition, the following general Rules apply:

- 13.1 All horseriding is to be confined to registered servitudes and roads within the Estate.
- 13.2 Persons riding on the Estate do so entirely at their own risk; the Association accepts no responsibility whatsoever for any injury or illness sustained or suffered by any person(s) or horse(s), or theft, loss or damage to any property occurring within or arising from a visit or visits to the Estate, or in the use of it's or any person's facilities.
- 13.3 Non-resident horseriders will only be permitted on the Estate by prior consent of the Association and/or estate manager.
- 13.4 Visiting horseriders are required to respect the terms of these house rules and respect resident homeowners' rights and privacy. Contravention will result in disbarment and/or prosecution. The Game Park (Farm 5) may only be visited by non-resident horse riders in the company of a Wedderwill horse owner.

- 13.5 Any damage to property caused by horses or their rider(s)/owner(s) must be made good immediately. The Association reserves the right to have damage repaired for the account of the horse owner and/or their guest.
- 13.6 The developer makes available a minimum of 5ha for use as paddocks and a minimum of 1ha for stables. Owners using the stables would pay for their construction as well as any other costs associated with the keeping of horses.
- 13.7 Only paddock style fences can be erected in areas designated for keeping horses.
- 13.8 Under current conditions of Paddock and Stable area, and water availability the number of horses on the Estate shall be limited to 12.
- 13.9 The Equine areas will be managed by the Horse Owners at their absolute discretion.
- 13.10 The 'Guidelines, Information and Rules' may be amended from time to time by the Horse Owners in conjunction with the WHOA. The General Rules may only be altered by the WHOA.

14. STAFF

- 14.1 Residents' staff are obliged to abide by these house rules and the constitution.
- 14.2 Residents are required to notify the Association and provide full details of any staff who reside on the Estate. Residents shall take full responsibility for the behaviour of their staff at all times.
- 14.3 Members are to ensure that their staff have access to toilet facilities on their property.

15. DOMESTIC REFUSE

- 15.1 All refuse (whether domestic or garden) shall be kept in separate suitable containers which shall not be visible from any road, except when placed in suitable plastic bin bags at the entrance of the property for collection by the estate manager or waste collection contractors.
- 15.2 Consistent excessive refuse or refuse requiring special disposal requirements may incur an additional collection levy.
- 15.3 Domestic Refuse is collected once a week from 08h00 onwards. When the refuse removal day is a public holiday, the collection will be on the first working day thereafter.
- 15.4 Garden refuse must be removed timeously and not placed on the Remainder or on any other part of the estate (this includes other Erven on the Estate).

- 15.5 In the event that an item of refuse is of such a size or nature which in the opinion of the estate manager, cannot be conveniently or safely removed by the waste collection contractors, then the resident is required timeously to make their own arrangements for the removal and disposal thereof.
- 15.6 All residents are encouraged to participate in the recycling programme.

16. LETTING

- 16.1 These house rules apply to and are binding upon all tenants (as are the Articles of Association - refer clauses 6.3 and 10.5 therein). An owner (or his agent) who intends to let an erf shall furnish his tenant with a copy of these house rules. The tenant is the responsibility of the homeowner and any contravention to the house rules will be brought to the homeowners' attention.
- 16.2 Members are requested to advise the secretary of details of any tenants who will be staying in their property.

17. CONDUCT

- 17.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specially designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other erf.
- 17.2 Fireworks are strictly prohibited.
- 17.3 No unauthorised persons are allowed on any erf where building operations are under progress.
- 17.4 No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other residents. In particular and without limiting the generality of the foregoing -
- 17.4.1 Burglar alarms must comply with any regulations which the Association may make with regard thereto from time to time.
- 17.4.2 All vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level.
- 17.4.3 The use of noisy machinery and power tools in the open outside of normal working hours is not permitted and will only be allowed in exceptional circumstances with the approval of the estate manager.

17.4.4 Loud music and other undue noise must cease between 22:00 and 07:30, in deference to neighbours; loud noise occasioned by parties held at reasonable intervals shall cease at 24h00.

17.4.5 In order to maintain the low density residential nature of the Estate, no member or tenant shall accommodate or allow the accommodation of more persons in any residence than the maximum number determined in accordance with the following schedule.

| | |
|--------------------|-------------------|
| 2 (two) bedrooms | 4 (four) persons |
| 3 (three) bedrooms | 6 (six) persons |
| 4 (four) bedrooms | 8 (eight) persons |
| 5 (five) bedrooms | 10 (ten) persons |

18. SYNDICATION OWNERSHIP

18.1 Syndication ownership of an erf forming part of the Estate is limited to 6 (six) natural persons, irrespective of whether the natural persons -

- are registered co-owners of the erf; or
- hold an interest in any legal entity which is the registered owner of the erf.

19. COMMERCIAL ACTIVITIES

19.1 The Association is entitled to regulate all commercial activity on or about the Estate which impacts on the interests of other members. No application for any trading or similar licence may be made for the conduct of any commercial activity of any nature from any erf forming part of the Estate without the prior written consent of the Association, which consent shall not be unreasonably withheld.

19.2 No advertising board or signs, including business signage of any nature, may be displayed on or about the Estate.

19.3 No door to door canvassing and/or selling is permitted.

19.4 The Association's mailing list can not be used for any commercial purposes.

19.5 Filmshoots must be approved of by the land owner and the WHOA beforehand. The conduct of any film crews shall be the sole responsibility of the individual landowner on whose property a filmshoot takes place. Under no circumstances shall such activity in any way compromise other homeowners use or enjoyment of rights on the Estate. The WHOA may impose conditions where they deem necessary.

20. FINES AND PENALTIES

20.1 The Association shall investigate (in such manner as it deems fit) written complaints received from members relating to the behaviour and/or conduct of other residents and persons on or about the Estate and shall take such steps with regard thereto as it may deem fit. The Association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit,

- whether or not complaints are received. Any differences between homeowners should in the first instance be resolved by themselves if possible, before referral to Directors.
- 20.2 If any person contravenes or fails to comply with any of the provisions of these house rules or any conditions imposed by or directives given by the Association in terms of these house rules, the Directors shall be entitled (without limiting any other rights afforded to them in terms of these house rules) to impose suitable fines on the person concerned. If the person concerned is a guest, tenant or other invitee of a member, that member will be liable for payment of such fine. Any fine imposed on a member and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the member concerned to the Association forthwith on demand.
- 20.3 The provisions of this rule are without prejudice to any other rights that the Association may have in terms of the constitution or at law.

21. ENFORCEMENT OF THE HOUSERULES

- 21.1 For purposes of the enforcement of any of the house rules, the Directors may -
- 21.1.1 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall then be deemed to be a debt owing by the member concerned to the Association,
- 21.1.2 take such other action, including court proceedings, as they may deem fit.
- 21.1.3 in the event of any breach of the house rules by any member's tenants, or his guests, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 21.1.4 in the event of any member disputing the fact that he has committed a breach of any of the house rules aforesaid, a committee of three Directors appointed by the Chairman for that purpose, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairman may direct.
- 21.1.5 Notwithstanding the foregoing, the Directors may in the name of the Association enforce the provisions of any house rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

22. GENERAL HOUSERULES

- 22.1 In general, where no specific house rules have applicability, the Directors reserve the right to make house rules from time to time that it deems necessary, on the condition that such house rules shall not be in conflict with the conditions of purchase applicable to any such homeowner(s), the homeowner to provide the relevant documentation.

APPENDIX 1

Directors for the year 2009/2010

- E Tacon Chairman
- A Barnard
- A Burgess
- P Elliott
- M-H Schaap
- G Smith
- R Steltman
- K Ward

| | | |
|--------------------------------|---|-------------------------------|
| Services Committee | : | G Smith (chairman) |
| Security Committee | : | M Dunn (chairman) |
| Architectural Review Committee | : | A Hartley (Project Architect) |
| Finance Committee | : | E Tacon (chairman) |
| Environmental Committee | : | M-H Schaap (chairman) |

Estate Manager : D Manson
Tel: 0849094998 / 021-8581402

Secretary : R Smith
Tel: 021-8581364 / 0836536897

Building Inspector : H Matthiae
Tel: 021-8581875

(Subject to change periodically)

May 2010

APPENDIX 2

Wedderwill Home Owners Association

Services Subcommittee

Water Policy

The Directors took professional advice from Africon before drawing up this water policy. Africon are consulting engineers and specialists in all aspects of water engineering. Because water is a scarce resource and has to be managed responsibly, it is up to all of us to ensure that the water resources are not over used as we are solely dependent on the water available from the estate, there is no municipal back-up if the resource is abused and we run out!. If everyone uses their allocation of treated water, we are just within our physical limits, it only takes one or two homeowners to overuse their allocation and we are all in trouble, so please act responsibly.

1. Metering

All water consumed on the Wedderwill Country Estate via the treated water and agricultural supplies will be metered, in accordance with the National Water Act No. 36 of 1998. The capital costs involved will be allocated proportionately for each homeowners account.

2. Treated Water provided by the WHOA:

| | | |
|---|---|---|
| Daily water allowance per non farm erf: | | |
| For internal domestic use | = | 800 litres per day |
| For all other uses | = | 800 litres per day |
| Total | = | 1600 litres per day (An average of 48.5 m ³ /month) |

The Directors may, as a concession, permit farms to connect to the treated water supply at their own cost, under these circumstances the daily water allowance will be as follows:

| | | |
|--|---|--|
| Daily water allowance per farm erf: | | |
| For internal domestic use | = | 800 litres per dwelling per day (An average of 24.25 m ³ /month) |
| Up to a maximum of two dwellings per farm. | | |

3. Untreated (Raw) Water for non farm erven: (metered separately from the treated water)

Raw water supply will be available from the main dam to all areas with the exception of the farms and the Remainder, which have alternative arrangements outside the scope of this policy. The inlet to each erf will be metered. The WHOA will recover usage costs as necessary on a monthly basis. For the time being, the Glades precinct has voted not to participate in this scheme.

An allowance of 6 litres of raw water per square metre per week (6 l/ m² per week), To simplify the administration this will be taken on an average of 4.33 weeks per month, up to a maximum of 200000 litres per month

An availability charge will be levied on each user of the raw water network system to cover maintenance costs.

4. Gardening practices

Waterwise gardening is actively encouraged, and homeowners should minimise the lawn areas around their houses, in accordance with the design manual, lawn areas should be limited as follows:

| | |
|-----------------------|----------------------|
| Farms: | 300 m ² , |
| The Glades, the Ridge | 5% of total property |

The lawn should be of indigenous grasses and the WHOA strongly discourages the use of Kikuyu (*Pennisetum clandestinum*), a category 2 invasive plant, although where there is Kikuyu, this must be contained within the resident's property.

Homeowners should wherever possible plant Fynbos plants and indigenous trees on their erven. Lists of suitable plants are available from the WHOA.

5. Sanctions

In the case of persistent abuse of the treated water system limits (eg: 3 months), the WHOA reserves the right to fit a throttle valve or by installing a volume limiting meter to the water supply, the former reducing both the volume and the pressure to a homeowner, or with the meter system, cutting the supply entirely after the allocated volume has been used. In either case all costs will be to the homeowners account.

August 2008

Wedderwill Homeowners' Association

Implementation of the Domestic Animals House Rule

Process regarding a Breach of the House Rules regarding Domestic Animals

1. Homeowners are encouraged to report all incidences to the secretary in writing for record-keeping. Full details of the offence should be provided, together with names of any witnesses to the incident or any other evidence.
2. In the case of an overall first offence the owner should be approached by the complainant. Alternatively, the complainant may report the incident in writing to the secretary.
3. If the offending homeowner has been reported on a prior occasion then the secretary will deliver a first warning letter to the owner (the previous letter being only one of complaint) requesting that the problem is addressed in an appropriate manner. A 14 day period should be granted to rectify the situation as well as a request that within that timeframe a written response is filed with the secretary as to what measures have been taken to rectify the matter.
4. If no response is received within this time, the secretary writes to the offender reminding them of the request. If no response is received within a further 7 days then a trustee will physically visit the offending homeowner to discuss the corrective action.
5. If a further complaint is received a final warning letter is delivered to the offender. It may be necessary to have a subcommittee who briefly meets prior to this final warning being delivered to agree on the action to be taken. This will obviously depend on the offence.
6. A fine will be imposed if the offender has not responded to any of the correspondence and has not taken any action to rectify the problem. If for example this relates to the animal roaming then action taken would be a fenced area being constructed to ensure the animal does not roam. If the offence relates to threatening behaviour by the dog then any sighting of the animal off a lead when on Remainder or on another erf, will constitute an act of ignoring the house rules.
7. In the event that the offender disputes the claim of an offence, a subcommittee of Directors will address the matter as in 4 above.

APPENDIX 4**TABLE OF FINES / CHARGES**

| | | |
|-----|---|--|
| 1. | Architectural scrutiny fee | a) All precincts except De Werf : Time based tariff as prescribed in the Manuals +/- R5000 b) De Werf precinct : As per Design Manual prescriptions |
| 2. | Building deposit (refundable less expenses) | New and major alterations: (No VAT) a) All precincts except De Werf R6000 b) De Werf R8000 Minor alterations: R3000 (No VAT) |
| 3. | a) Road maintenance levy (not refundable) b) Road maintenance levy – Alterations – per month or part until completion (all precincts). Alterations to go through ARC process. | a) R4500 (De Werf R6000) b) R300 pm |
| 4. | Minor deviations from approved plans | 2 x basic levy per month until rectified to the satisfaction of the HOA. |
| 5. | Medium deviations from approved plans | 4 x basic levy per month until rectified to the satisfaction of the HOA. |
| 6. | Major deviations from approved plans | Based on estimated cost to rectify + cost of compiling estimate (minimum of R5000) |
| 7. | 2 nd and subsequent letters in respect of transgressions | R60 |
| 8. | Unresolved dog complaints | R1000 |
| 9. | Late completion of building | Maximum 8 x basic levy per month until completion (No VAT) |
| 10. | Environmental pollution / reckless driving / speeding etc | 1 warning to member, thereafter ½ a basic levy for a repeat offence and then one basic levy cumulative for each further occurrence |
| 11. | Non compliance with House Rules | Depending on seriousness and classified by Directors as either minor, medium and major and related to the basic levy. |
| 12. | Excess refuse | R10 / bag |
| 13. | Alterations which should go through the Architectural Review process (refer Design Manual) – Fine for ignoring the process | R1000 (no VAT) |

APPENDIX 5**BUILDING REQUIREMENTS AND CONSTRUCTION**

1. No building or structure, including outbuildings, temporary structures such as garden sheds, greenhouses, carports, walling, fencing and facilities (e.g. Pools, squash and tennis courts, sheds and additions) shall be erected or materially altered on the Estate unless the sketch and working drawing plan submission requirements as set out below (see 11.5) have been met and the plans, specifications and construction thereof comply with the respective architectural design manuals applicable to the various precincts have been approved by the Association. All works on the Estate shall in addition be approved by the Local Authority and comply with the National Building Regulations (SABS 0400)
2. Changes in exterior colour schemes to buildings must be similarly approved by the Association.
3. Notices of unauthorised structures may be served on offending homeowners and be removed by the Association at the cost of the offending owner for continued non-observance.
4. With the exception of the submission procedures, all other aspects of compliance must be in accordance with the respective precinct design manuals
5. Current legislation relating to practitioners within the built environment stipulates compulsory registration with the SA Council for the Architectural Profession (SACAP) (interior designers excluded). In line with this legislation, all submissions shall thus bear the following: Full name of the author, SACAP registration number of the author, registration category of the author.
6. Where no design manual exists for the area, eg: remainder, consultation shall take place regarding the position and design of any future buildings. In addition, the aesthetics of the new building(s) shall not differ from the general estate ethos.

7. SUBMISSION PROCEDURES : NEW WORKS AND MAJOR ALTERATIONS (ALL PRECINCTS EXCLUDING DE WERF)

SKETCH & WORKING DRAWINGS

7.1 Procedure

- 7.1.1 This procedure supercedes the procedures as set out in the respective Precinct Design Manuals.
- 7.1.2 Design proposals are to be submitted directly to the Association secretary, who will circulate the same to the scrutinizing parties. The Scrutiny deposit must be paid at the time of submission of documentation.
- 7.1.3 The review of design submissions takes place mid-month on Wednesdays (check specific dates with secretary). Submissions comprising of the following sets of drawings: 4 for the Association's scrutiny and records plus those required for Local Authority submission, (ie: total minimum 7 sets) must reach the secretary a minimum of 7 days before the review date and be accompanied by the application deposit.
- 7.1.4 Under normal circumstances, a reply will be given to the applicant within 14 days of the above review meeting date.
- 7.1.5 Upon approval, sets of signed drawings will be returned to the applicant. The applicant will be required to sign a contractual undertaking to the Association that building work will proceed in strict accordance with the approved drawings and that no changes will be made without the Association's express prior approval.
- 7.1.6 After approval by the Association, it is the applicant's responsibility to submit the drawings to the local authority for their final approval.
- 7.1.7 Construction cannot commence until the Association has had sight of the drawings approved by the local authority.

7.2 Drawings for submission

7.2.1 The submission drawings must be prepared at a recognised drawing scale, the building must be shown in plan section and elevation as well as a site plan indicating one metre site contours, location of rocks/boulders and any protected vegetation species, the siting of the house and any outbuildings, parking and access arrangements, decks, boundary walls, the extent of paving, proposed levels, proposed cut and fill.

7.2.2 Copy of site diagram

7.2.3 Site locality plan is to show the prescribed development area and neighbouring erven together with the "as built" outline of positions of any neighbouring buildings

7.3 Fees

7.3.1 A time based scrutiny fee based on the current gazetted tariff as promulgated by the SA Council for the Architectural Profession will be charged. The Project Architect will be remunerated. Remuneration shall include time expended on any preliminary meetings, discussions on interpretation of the manual (telephonic or other) scrutiny, departure or dispute will be similarly charged.

7.3.2 A submission application deposit, the amount of which will be decided upon by the Directors from time to time, is required, from which fees as calculated in accordance with 7.3.1 shall be deducted. Outstanding scrutiny fees shall be paid on collection of the approved drawing. Under normal circumstances (ie: no non-conformance) the total scrutiny fee will not exceed the application deposit.

8. SUBMISSION PROCEDURES : NEW WORKS AND MAJOR ALTERATIONS, DE WERF PRECINCT

8.1 Procedure

8.1.1 This procedure must be read in conjunction with submission procedures as set out under Clause 4 of the De Werf Design Manual.

8.1.2 In accordance with Clause 4.2.2 working drawings approved by the DWDC are to be submitted directly to the Association secretary who will circulate the same to the Association scrutinizing parties. The Scrutiny deposit must be paid at the time of submission of documentation.

8.1.3 The review of design submissions takes place mid-month on Wednesdays (check specific dates with the secretary). Submissions comprising of the following sets of drawings: 2 for the Association's scrutiny and records plus those required for Local Authority submission (ie: total minimum 7 sets) must reach the secretary a minimum of 7 days before the review date and be accompanied by the application deposit.

8.1.4 Under normal circumstances, a reply will be given to the applicant within 14 days of the above review meeting date.

8.1.5 Upon approval, sets of signed and stamped drawings will be returned to the applicant. The applicant will be required to sign a contractual undertaking to the Association that building work will proceed in strict accordance with the approval drawings and that no changes will be made without the Association's express prior approval.

8.1.6 After approval by the Association, it is the applicant's responsibility to submit the drawings to the local authority for their final approval.

8.1.7 Construction cannot commence until the Association has had sight of the drawings approved by the Local Authority.

8.2 Fees

8.2.1 A time based scrutiny fee based on the current gazetted tariff as promulgated by the SA Council for the Architectural Profession will be charged.

8.2.2 A submission application deposit is required, the amount of which will be decided upon by the Directors from time to time, from which fees as calculated in accordance with 11.8.2.1 shall be deducted.

9. SUBMISSION PROCEDURE : MINOR ALTERATIONS AND STRUCTURES (ALL PRECINCTS)

9.1 The same procedure is to be followed as for new works, a sketch design need not necessarily be submitted, a scrutiny deposit will not be charged but a time based scrutiny fee will be levied.

10. GENERAL

10.1 No deviation from the approved plans affecting the external appearance of the building will be allowed without the express approval of the Association.

10.2 The Association shall be entitled to direct the relevant owner to effect maintenance work on his home should the Association deem such maintenance necessary.

10.3 The appointment of building contractors may be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld.

10.4 Every building contractor shall be required to abide by such house rules and regulations as may be made by the Association controlling construction activities. Home owners must ensure that their appointed

contractor is made aware of the aforementioned house rules and regulations and are strongly recommended to include them in their Project Specifications as the individual home owner will be held personally responsible in the event of any breach of the rules.

10.5 Members shall be obliged to have completed the building of their houses within the period of time as specified in the sales agreement between the first purchaser and the developer. No owner shall have the right to grant successive owners in title, more generous terms than enjoyed by the First purchaser.

10.6 No rubble or refuse shall be dumped or discarded in any public area, including the servitudes, roads, sidewalks, dams or neighbouring or vacant properties.

10.7 Any unauthorized works will be subject to a punitive fine levied by the Association and will, in addition, be subject to bearing any professional costs associated with identification, monitoring and remedying the same.

10.8 ROLLER SHUTTERS - All roller shutter original or retro-fits to be approved by the ARC (To be of a contrasting colour - preferably "Charcoal" or similar to match the appearance of a darkened interior)

10.9 SOLAR PANELS - In terms of installations at De Werf the following guideline is to be adhered to :-

- No integrated storage cylinders permitted. (ie storage cylinder to be remote from the collector)
- If visible, solar collector panels are to be in the same plane as the roof.
- Pressure valves are not to be visible.
- Collector panels to be similar colour as the roof material (ie not reflective metal)

10.10 GENERATORS - Structures housing generators shall be carefully placed addressing the following :-

- Public safety
- Proximity to the buildings or combustible components thereof viz fire.
- Sound attenuation viz location on sites and affects on adjacent properties.
- Appearance and aesthetics.
- Any other statutory provisions as stipulated by the Local Authorities.

APPENDIX 6**CONSTRUCTION RULES**

1. A "Construction Deposit", the amount of which will be decided upon by the Directors from time to time, will be payable to the WHOA prior to commencement of construction. A portion of this is not refundable and will be credited to the road maintenance fund to cover additional wear and tear on the roads maintained by the Association. The balance of the deposit, less any cost/fines as referred to in terms of other house rules will be refunded (interest free) provided that a final environmental inspection undertaken by the estate manager (maximum one month from completion) proves satisfactory. The final inspection will also take account of any rubble/rubbish left on site. The owner is to notify the Association of such completion of the works in order that the completion inspection can be expedited.

2. The provisions of the constitution relating to the construction of buildings shall be strictly complied with. It is a requirement of the Association that these provisions be included in any contract agreement between a property owner and their designated building contractor.

3. The individual homeowner will be held solely responsible for full compliance with the provisions relating to building activity and fines for contraventions will be levied as deemed appropriate by the Association.

4. Confirmation of correct positioning of boundary pegs to be confirmed in writing by a registered Land Surveyor.

5. In respect of all new buildings, homeowners are to provide the Association with a copy of the building setting out relative to approved drawings and building platforms, together with house platform levels relative to a datum level, this documentation to be certified by a registered land surveyor.

6. Upon completion of buildings and landscaping, home owners will be required to submit certified confirmation by the respective appointed Panel Architect or Landscape Architect (as the case may be) attesting to full compliance with approved documentation, this to include a copy of the Occupancy Certificate as issued by the Local Authority.

7. GENERAL CONTROL

7.1 The Contract works shall be under the constant supervision of a competent building Contractor for the currency of the Contract. The owner or his appointed Agent shall monitor and be responsible for the control of the building Contractor during the currency of the Contract, such responsible person shall be contactable within 100km of the Estate, the particulars and contact information shall be furnished to the secretary.

7.2 The cost of making good of pollution of the estate arising from wind-borne refuse, rubble/rubbish etc arising from the construction on site will be to Contractors account (via the relevant homeowner). Any damage to underground cables/services/kerbing etc will be for the property owners' account. A breach of any service must be immediately reported to the estate manager. (Layouts of services are available for inspection - contact estate manager)

7.3 A toilet to be provided on each site for the site staff (chemical porta-loo type unit to be emptied at regular intervals). Workers found to be fouling neighbouring properties will be ordered off the Estate immediately and will not be permitted to return, the responsible contractor will be required to make an immediate cleanup of faeces etc.

7.4 Rubbish bin(s) to be provided, regularly emptied and contents taken off the Estate by the appointed Contractor (refer above). It is vital that the Contractor maintain regular site clean-ups. There are no rubbish dumps on the Estate. The Contractor is required to maintain a wire mesh enclosure for the containment of any debris which may become windborne.

7.5 No open fires are allowed at any time. For any 'site braais', a proper braai must be provided and extreme care taken especially during the summer months.

7.6 Damage incurred by construction workers to the property of another property owner or the Remainder will be assessed by the estate manager and be instructed upon for making good such damage within a reasonable and realistic timescale, this timescale should be acceptable to the damaged party. In the event of such damage not being repaired within a reasonable timescale, the Association shall be empowered to have the same repaired at the cost to the offending homeowner

7.7 Excessive, unnecessary noise by contractors will not be acceptable. The estate manager will assess any such recurrent infringement and may recommend the Association levy a fine on the offending homeowner.

8. WORKING HOURS

8.1 All building work, whether undertaken by a contractor or by the resident, must be done during the hours stipulated by the Association for building contractors (07h30 - 18h00), unless written approval is given by the Association for building operations to take place outside such hours.

8.2 No building work to be undertaken on Sundays or Public Holidays. Saturday work shall not be allowed except under exceptional circumstances. Requests for Saturday work shall be made at least three days in advance and the secretary will inform the applicant of the Directors' decision which will be final. Contravention will result in the imposition of a fine.

8.3 NO contractors will be permitted to work on building sites on the Estate during the official 'builders break' (usually a three-week period over Christmas), except in exceptional circumstances, which will be decided by the Directors.

9. PERSONNEL

9.1 A list of all personnel of the contractor and subcontractors must be made available to the estate manager, together with ID numbers within 24 hours of request. The Estate will take fingerprints if necessary.

9.2 No site staff are permitted to sleep overnight on the Estate

10. CONSTRUCTION TRAFFIC

10.1 The Contractor, his employees and sub-contractors must adhere to the maximum speed limit on access roads (max 30km/hr). Non observance of speed regulations, the provisions of the National Road use ordinance or reckless driving will not be tolerated on the Estate, contraventions will result in disbarment from access to the estate.

10.2 All Construction traffic must use the service road (the lower road past the Glades dam). The only exceptions are deliveries to the farms whose only access is off the paved road, properties in the western part of the Glades and fragile deliveries; the latter must be authorized by the estate manager beforehand.

10.3 All contractors' vehicles entering and/or leaving the Estate shall stop at the vehicle entrance gate. Contractors must obey the gate control instructions and access to all cluster precincts on the Estate shall be via the service road.

11. INSPECTIONS (DE WERF PRECINCT EXCLUDED)

11.1 Inspection of the Works by the WHOA Building Inspector will be undertaken to ensure compliance with the approved documentation. You or your appointed Contractor are to liaise with the estate manager for inspections to be carried out by the Building Inspector at the following stages of completion:

- Setting out of the Works. (*The erf boundary and relevant building lines are to be identified with setting out gutlines, datum level to be confirmed at a boundary peg*)
- Immediately prior to casting of the Ground Floor (or any basement + slab(s)) or setting of the Ground level timber deck.
- Immediately before casting any loft deck or erection of loft timber deck joists.
- Completion of erection of trusses but prior to the application of any roof covering.
- Completion of the works in it's entirety and cleaning of the site (*no occupation of the premises is to take place prior to this inspection.*)
- Additional inspections may take place as deemed necessary by the inspectorate to monitor compliance with approved documentation, this may also include inspections by members of the Architectural Review Committee.

Minimum 24 hours prior notice is to be given in respect of inspections. Inspection costs will be deducted from building deposit. Additional inspections, also at the owner's expense, may be undertaken if deemed necessary by the WHOA.

The Directors reserve the right to impose a significant fine on the homeowner and/or instruct removal of any structure in the event of the abovementioned inspections not taking place.

11.2 The permanent Electrical supply connection will only be connected at final completion of the building and after signing off by the WHOA. The Electrical certificate of compliance is to be provided at signing off.

12. SETTING OUT AND MONITORING (DE WERF PRECINCT)

12.1 The owner of a given property is required to employ a registered Land Surveyor to certify the following during the building construction process:

12.1.1 Setting out of building

12.1.2 Confirmation of mezzanine slab level relative to FFL and Datum/NGL

12.1.3 Confirmation of ridge height relative to datum and NGL

13. SERVICES

13.1 The estate manager is to be contacted regarding the locations of all services on the site.

13.2 Connections to services (electricity and water) shall be undertaken by the estate-appointed subcontractor. Contact the estate manager for details. Prepaid Econometers must be purchased from the secretary.

FOOTPATHS

FARM 5 WEDDERWILL & PORTION 3, KNORHOEK

We would like to place on record the understanding between the Wedderwill Home Owners and the Owners of the "Game Reserve" regarding the footpaths on Farm 5 (Game Reserve) and Portion 3, Knorhoek.

1. Persons entering the Game Reserve do so entirely at their own risk. The owner accepts no responsibility for any injury, loss or illness as a result of a person entering the Game Reserve.
2. The upkeep and maintenance of the footpaths are the responsibility of the WWHOA.
3. All cyclists and horse riders must be registered with the Game Reserve Manager (Linda Manson) before using the courtesy paths and RoW's (as indicated on the map at the Game Reserve entrance gate).
4.
 - a. Users are to keep strictly to footpaths at all times.
 - b. Users must park their cars on the edge of the road; not on area outside Manager's home (which is private property). The owner will cordon off an area outside the Game Farm entrance for Users to park their cars.
 - c. The courtesy paths on Portion 3, Knorhoek are not part of the servitude but users may continue to use them at the discretion of the owner.
 - d. Farm 6 is totally out of bounds for walkers.
6. Hours Summer: 06h30 – 20h00
Winter: 07h00 – 19h00
7. Please note that Farm 5 will be closed on Christmas Day.
8. Visitors of residents are not allowed on Farm 5 unless they are accompanied by a Wedderwill Home Owner.
9. When required by the owner, identification must be provided and the appropriate book signed.