



Bassonia Estate Home Owners Association (NPC)
(the "HOA")

Registration Number: 1999/010293/08

ESTATE RULES

February 2022

(This document supersedes all previous editions)

Bassonia Estate Rules & Regulations

INTERPRETATION:

In this document, unless inconsistent with or otherwise indicated by the context:

- any reference to gender includes the other gender;
- any reference to natural persons includes legal persons and vice versa;
- any reference to the singular includes the plural and vice versa;
- words and phrases defined in the MOI bear corresponding meaning herein;
- the clause headings in the Estate Rules have been inserted for convenience only and shall not be taken into account in its interpretation,
- any period is referred to in these rules by way of reference to a number of days; these days shall be reckoned exclusively of the first and inclusively of the last day unless the last day fall on a day which is not a normal business day, in which case the day shall be the next succeeding business day

These Estate Rules shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa. Should a discrepancy exist between the Estate Rules and the Constitution, the Constitution takes preference.

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DEFINITIONS

“Agreement” means this agreement with the annexures hereto.

“Architect” means the person appointed by the homeowner as his architect and includes his partners, directors or associates.

“Association” means the Bassonia Estate Home Owners Association.

“BEHOA” means Bassonia Estate Home Owners Association.

“Building Contractor/Contractor” means a building contractor approved by the association in terms of the MOI and Rules in terms of the criteria determined by the association and employed by an owner of an erf for the construction of improvements.

“Building Projects” means the entire process of making improvements on an erf as well as all related activities taking place on the erf.

“Building Rules & Regulation” means the agreement signed by the homeowner, the building Contractor and the HOA before the commencement of any improvements on the erf on behalf of the homeowner.

“Chairman” means the Chairman of the Board of Directors of BEHOA.

“Common Property” means any land registered in the name of the HOA and which does not form part of any homeowner’s property. Common Property also includes all internal services and infrastructure, roads, pavements, gardens and streetlights as well as park areas. Common Property also includes registered servitudes in favour of the HOA.

“Completion Certificate” means the certificate issued by the HOA when all improvements on the erf have been completed, all fees due by the building contractor have been paid and the HOA is satisfied that the building project has been satisfactory completed.

“Directors” means the member directors of the Association as nominated and elected from time to time to serve on the Board of Directors and includes alternate co-opted directors.

“Employees” means any employee or contractor, including building contractors and their employees and sub-contractors employed or appointed by homeowners and/or residents or persons operating a business within the Estate from time to time.

“Electronic Funds Transfer” means direct electronic bank transfer into a designated bank account.

“Erf” means every erf in the development and will include the proposed Phase 4.

“Erf Number” means such number as used by the Developer as well as the Surveyor General to indicate an erf. The erf number will be the number as indicated on the Developer’s plans.

“Estate” means the Bassonia Rock Estate including Phase 4.

“Estate Rules” means the set of rules & regulations formally documented and as amended by the HOA from time to time that govern all conduct on the Estate.

“ERT” refers to the document “Annexure A” that stipulates the list of transgressions and the relevant applicable penalties.

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“Expert” means a person/company who has been duly appointed by the HOA to make a binding decision in matters that requires a professional informed outcome or that would otherwise be referred to arbitration.

“Estate Manager” means a person duly appointed to that office by the HOA or his duly appointed sub-ordinates in a particular area of responsibility.

“Fines” are issued in writing for transgressions of Estate Rules at the discretion of the Estate Manager.

“HOA” means the Bassonia Estate Home Owners Association or duly appointed employees, contractors or agents.

“Homeowner” means the registered owner of an erf.

“House” means the dwelling constructed or erected or to be constructed or erected on an erf.

“Improvements/Alterations” means all work done by a contractor on an existing house or structure.

“Local Authority” means the local authority having jurisdiction over the development which at date of approval of the development is Ekurhuleni Municipality.

“Member” means every registered owner of an erf. If a member consists of more than one person, such persons shall be jointly and severally liable in solidum for all obligations in terms of the MOI.

“MOI” means the Memorandum of Incorporation (MOI) of the HOA as registered with CIPC.

“Owner” means the registered owner of an erf.

“Purchasers/Buyers” means the person/s or entity entering into a Deed of Sale to purchase an erf in the Estate.

“Resident” means any person who is a resident in the Estate and includes owners, members or their families, their guests and tenants.

“Security” means individuals employed by the HOA or a recognised Security Company duly appointed by the HOA to perform access control and other security functions in the Estate.

“Security Manager” means such person duly appointed to manage and oversee security on the Estate.

“Vehicles” means any form of transport whether self-propelled or drawn by machine, animal or otherwise.

“Visitor” means any person entering the Estate who is not a member, employee or owner.

“Website” means the BEHOA website at www.behoa.co.za

Bassonia Estate Rules & Regulations

1. CODE OF CONDUCT

A. INTRODUCTION

- a) The purpose of these Estate Rules is to govern the use of the Estate and its facilities. These Estate Rules are not intended to limit the lifestyle of residents, but rather to protect them and are binding equally on all residents, owners, visitors, employees and also on the HOA.
- b) The powers of the HOA include the power to do all things necessary for the enforcement of these Estate Rules and for the control, management and administration of the common property.
- c) The Directors are entrusted by the HOA to ensure such control, management and administration and is assisted by a manager and other duly appointed staff and service providers to the HOA.
- d) It is and remains the responsibility of every owner to ensure that all residents, guests, visitors and employees of his/her property abide by the rules.
- e) These Estate Rules have been established in terms of the MOI (Memorandum of Incorporation) of the HOA. All owners have legally bound themselves in terms of their Title Deeds to the HOA in respect to the rules.
- f) These Estate Rules may be amended by the Directors from time to time as per clause 3 of the MOI.

B. ADMINISTRATION

- a) Other Documents:
 - i. Other documents that must be read in conjunction with the BEHOA Rules are:
 - ii. The MOI of BEHOA
 - iii. Estate Rules Transgression Chart
 - iv. Architectural Rules and Guidelines
 - v. Building Rules and Regulations
 - vi. Where reference is made in any of these provisions of the MOI to the word member/owner, such reference is deemed to be a reference to any person who has entered the Estate for the purposes of these Estate Rules.
- b) Contact Details:
 - i. All owners and/or residents are required to provide the HOA with a valid e-mail address and or cell phone number. Any e-mail or SMS properly dispatched to such address or number will be regarded as having been received twenty four (24) hours after dispatch, unless the contrary has been proven.
 - ii. Owners and/or residents are to notify the HOA immediately of any changes in such address or number. All owners and tenants will be registered on the Biometric System for access control procedures.
- c) Domicilium:

For the purposes of receiving any notice or process to be delivered in terms of these Estate Rules, any person residing or working in the Estate chooses as his/her its Domicilium Citandi et Exetandi the address of the Erf at which such person is residing. Documents delivered by hand to such an Erf will be deemed to have been received on the date of delivery thereof.
- d) Transgression of Rules:
 - i. The HOA has the right to impose penalties for transgressions in line with the Rules. Such penalties or any other amounts will be charged to the Member's account and payable on the first day of the month. Members also have the right to appeal the penalties.
 - ii. The HOA reserves the right to institute the necessary processes, including and not limited to the legal processes for continued transgressions of a rule, the cost of which will be for the Member's account.
 - iii. Every Member is obligated to comply with the Memorandum of Incorporation and other documents of BEHOA as noted above in Section B (a) and including any title deed conditions.

C. ENVIRONMENTAL

- a) Vacant stands must be kept in a neat and tidy condition which is acceptable to the HOA. The HOA Reserves the right to clean stands that are not satisfactorily maintained and such costs, as per Annexure "A" will be for the owner's account.

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- b) No rubble or refuse may be dumped or discarded in any public area of the Estate including the park, streets or vacant stands. The actual costs of removal of such dumping will be charged to the perpetrator's levy account and in addition a fine will be levied as per Annexure "A".
- c) Residents are requested to develop the habit of picking up and disposing of any litter encountered on the open spaces. Flora in common areas may not be removed or damaged. Any person found guilty of such an offence will be fined as per Annexure "A". In addition a case of theft will be opened against such person.
- d) Fauna of any nature may not be chased or trapped or killed in any public area, be it by people or dogs. Any person found guilty of such an offence will be fined as per Annexure "A".
- e) Owners are encouraged to plant indigenous plants when setting up new gardens and new landscapes in and about their properties.
- f) Owners must ensure that no declared noxious flora is planted or is growing on their properties.
- g) Swimming pool water must not be channelled through the storm water system onto neighbouring properties or onto common areas or onto the streets within the Estate, but must be discharged into a sewer drainage installation as per the Ekurhuleni Swimming Pool Bylaws. Any person found guilty of such an offence will be fined as per Annexure "A".

D. STREET SCAPE APPEARANCE

- a) Owners are obliged to maintain, trim and keep clean and tidy and manicure the area between the road kerb and the boundary of their properties. Soil must not be visible and such area must be covered by paving, lawn or ground cover.
- b) Walls, fences and other structures visible from the street must be maintained in a condition acceptable to the HOA. The HOA reserves the right to carry out appropriate improvement or maintenance at the owner's cost if the standard is inconsistent with the aesthetics of the Estate.
- c) Gardens on the pavement areas must not obstruct pedestrians or obscure the vision of motorists; failing which the owner shall be liable for any harm or damage suffered as a result thereof. In the event that there is such an obstruction the HOA reserves the right to request the owner to remove such obstruction by written notice and provide the owner 14 days to remove such obstruction, failing which the HOA may attend to the removal and debit the actual costs thereof to the owner's account.
- d) Caravans, trailers, boats, tool sheds, wash lines and accommodation for pets must be screened from the road.
- e) The parking facilities at the Entrance of the Estate are reserved strictly for staff, security and visitors to the admin offices and no resident may utilise these parking bays for any personal use.
- f) Parking in the park is strictly prohibited and offenders will be fined as per Annexure "A".

E. STREET LAWS IN THE ESTATE

- a) The full provisions of the Gauteng Road Traffic Ordinance apply within the Estate.
- b) The speed limit is restricted to 20km/h. Offenders will be fined accordingly.
- c) Motor powered vehicles may only be driven on the roads in the Estate. It is forbidden to drive on pavements, common areas, nature reserve and in the veld of the Estate.
- d) No quad bikes are allowed to be driven within the Estate except for security quad bikes (if applicable). Offenders will be fined accordingly.
- e) Children playing in the street or on any portion of the Estate where their safety and/or bodily integrity may be harmed do so at their own risk. The HOA shall not be held responsible for any loss or damage to property and/or person and/or death in this regard.
- f) Road shall not be obstructed in any way, especially by vehicles. Offenders will be fined accordingly.
- g) All motor driven vehicles, driven in the Estate should be driven at noise and speed levels that do not disturb or cause nuisance to neighbours or other residents at all times. Any transgression of this rule shall result in a fine issued against the homeowner's account. Further action against offenders may be taken by the Board of Directors.

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- h) Unlicensed drivers are not permitted to drive any vehicles or motorbikes on the Estate.
- i) The streets are intended for the use of all Estate Residents, whether on foot or bicycle. Motor vehicles are not necessarily the dominant users of the Estate roads. Extreme caution must be exercised at all times.
- j) Residents are advised to immediately contact the Security control room should they not receive notification within a reasonable time that their Uber, Taxi, drop-off service or delivery vehicle has not exited the Estate.
- k) Road users shall adhere to all Rules of the road.

F. CONSIDERATION FOR OTHER:

- a) No business activity, hobby or any conduct of whatsoever nature that could cause a disturbance or nuisance to residents or that may impair security protocol or constitute a security breach may be carried out in the Estate. This includes but is not limited to auction, jumble sales or businesses requiring access of employees and/or delivery/courier companies.
- b) Playing of musical instruments and Hi-Fi equipment should be kept at levels that do not disturb or cause nuisance to neighbours. The provisions of The Noise Control Regulations in terms of The Environment Conservation Act 73 of 1989 will be strictly applied.
- c) The following **restrictive times** shall be strictly enforced:
 - i. Mondays to Thursdays - No loud noise after 22H00
 - ii. Fridays & Saturdays - No loud noise after 24H00
 - iii. Sundays & Public Holidays - No loud noise after 22H00
- d) **Use of lawnmowers and all other power tools** are restricted to the following times:
 - i. Mondays to Fridays - 08H00 to 17H00
 - ii. Saturdays - 09H00 to 15H00
 - iii. Sundays - 09H00 to 12H00
- e) Dustbins and refuse may not be placed on the pavements unless it is to be collected within twelve hours.
- f) The following rules will apply to the **use of generators** within the Estate:
 - New installation as of 23 May 2015
 - i. Any new generator installations as of 23 May 2015 are to be a silent generator.
 - ii. Generators are to be suitably housed and screened from street view and neighbouring properties.
 - iii. UPS and invertors are preferred as alternative power sources to the installation of generators.
 - Existing installations prior to 23 May 2015
 - i. Any existing generator installations are to be suitably housed and screened from street view and neighbouring properties.
 - ii. Such generators may only be used during load-shedding hours and only up to 22H00 on any given day unless extenuating circumstances exist that such generator is required after 22H00 in which case the HOA is required to provide the resident with written consent to utilise the generator after 22H00. In event of extended total power failure from Local Council. (More than load shedding)
 - iii. UPS and invertors are preferred as alternative power sources and residents are urged to utilise these varieties of alternative power sources as opposed to the installation of generators.

G. VISITORS, CONTRACTORS AND EMPLOYEES:

- a) The occupiers of any property within the Estate are liable for the conduct of their visitors, contractors and employees and must ensure that such parties adhere to the Estate Rules.
- b) Homeowners must ensure that contractors in their employ adhere to the stipulations of the contractor's activity and service provider's rules as detailed herein.
- c) All residents must notify the Estate Manager in advance that they are hosting a function where 10 (ten) or more visitor vehicles are expected. To ensure the safety of the residents, a maximum of 10 (ten) visitor

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vehicles will be permitted into the Estate for any one resident for any function of whatever nature unless alternative excess parking arrangements are made. Suitable alternative arrangements for excess vehicles must be made through the Estate Manager at the discretion of the HOA. Offender will be fined accordingly.

H. PETS & ANIMALS:

- a) Municipal By-laws relating to pets are to be strictly adhered to. No poultry, carrier pigeons, wild animals or livestock may be kept in the Estate. No animals of any kind shall be bred, raised, or kept for any commercial purpose on any Stand. Livestock, poultry, and farm animals are prohibited on the Estate. No slaughtering of animals and butchery activities may be carried out on any Stand or on the Estate.
- b) Visitors are not allowed to bring animals into the Estate with the exception of a guide dog.
- c) All domestic animals shall at all times bear a tag which shall reflect the name, telephone and erf number of the relevant owner. An implanted electronic chip is encouraged. Stray pets without identification will be rescued and handed to the SPCA and the owner shall be deemed to have indemnified the HOA in relation thereto.
- d) Pets must be safely confined within the owner's property boundary and must be prevented from straying off the relevant owner's Erf.
- e) When dogs are walked on Common Areas, dogs must always be restrained on a leash. It is a requirement that any Person walking a pet outside their property has a suitable bag, device, or similar, in order to be able to immediately remove deposited excrement. Offending owners will be fined accordingly.
- f) Pets may not be left unattended overnight or longer in a residence. Suitable arrangements need to be made. Pet owners on vacation must ensure that their pets are cared for daily to ensure that such pets do not create a noise disturbance or a nuisance. Offending owners will be fined accordingly.
- g) Residents are to ensure that the necessary consideration towards neighbours is demonstrated regarding excessive barking of dogs, or loud noises from any other pet. Dogs barking excessively or unnecessarily must be curtailed as to not be a nuisance to neighbouring properties. Ongoing incidents to be escalated to the necessary authorities by the Resident or Member.
- h) The HOA reserves the right to institute the necessary processes, including and not limited to legal processes for the removal of a pet which has become a nuisance or danger on the Estate when notices and penalties have not had the desired result. This request shall be at the discretion of the HOA with the necessary consultation needed.

I. LETTING AND SELLING PROPERTY:

- a) Residents are referred to Annexure "B" in respect of the accreditation of Agents and the regulations pertaining to the sale of property within the Estate which will be strictly enforced and shall apply *mutatis mutandis* to rental and tenancy agreements;
- b) An owner wishing to sell or let his property shall:
- c) Inform the Estate Manager in writing that the property is on the market or for rent;
- d) In the event of procuring the service of an estate/letting agent, furnish the Estate Manager with a copy of the letter of authority/mandate confirming that the owner has appointed the agent specified therein;
- e) Inform the Estate Manager within 1 (one) month of tenancy and provide the Estate Manager with a copy of the lease agreement and confirmation that the tenant has been provided with a copy of the Estate Rules and considers them to be binding.
- f) Before transfer of any erf within the HOA, be obliged to obtain a clearance certificate from the HOA, duly signed by the Estate Manager and the Managing Agent or the directors of any of them jointly confirming that all amounts owing to the HOA have been paid in full.
- g) Show houses will only be allowed on Sundays between 14:00 and 17:00.
- h) One "open hour" for agents shall be permitted one day per week and shall be strictly between 09:00am and 12:00pm. In order to book an open hour, agents are to notify the Estate Manager by the Monday morning prior to the open hour of the week indicating the date, stand number and time.

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- i) Before transfer of any erf within the HOA, the Purchaser shall be obliged to sign a copy of the Memorandum of Incorporation (MOI) and the Estate Rules as provided for in Annexure "B".
- j) The seller/lessor and buyer/lessee of a property in the Estate shall ensure that the Sale and Deed of Transfer or Lease Agreement contains the following clauses:

HOME OWNERS ASSOCIATION

- i. "The purchaser acknowledges that upon registration of the property into his name, he becomes and undertakes to remain a member of Bassonia Estate Home Owners Association subject to its Memorandum of Incorporation"; and

IN RESPECT OF DEED OF TRANSFER

- i. "Every owner of the erf, or any interest herein, or any unit thereof, shall be bound to Bassonia Estate Home Owners Association's Memorandum of Incorporation until he ceases to be an owner as aforesaid.
 - ii. Neither the erf, nor any subdivision thereof, or neither any interest therein, nor any unit thereof, shall be transferred to any person who has not bound himself to the satisfaction of Bassonia Estate Home Owners Association.
 - iii. The owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon, shall not be entitled to transfer the erf or any subdivision thereof, or any interest therein, or any unit thereon, without a clearance certificate from Bassonia Estate Home Owners Association stating that the provisions of the Memorandum of Incorporation have been complied with.
 - iv. In the event of the Registrar of Deeds requiring the amendments of such conditions, in any manner in order to affect registration of it, the purchaser of same hereby agrees to such amendment.
- k) In the event that an agent has multi-listed the Listing Agent, who must be accredited, must at all times accompany all multi-listed agents to view any property within the HOA. Any multi-listed agent not accompanied by the Listing Agent will not be granted access to the Estate.

J. DISTURBANCES AND NOISE POLLUTION

- a) Any conduct or actions save for normal activities, which disturb or tends to disturb the peace and tranquillity of the Estate and residents is not permitted.
- b) Excessive and unnecessary noise by vehicles, machinery, appliances, tools, pets and/or excessive noise by individuals, as determined by the manager in his sole and unfettered discretion from time to time, as well as other sources attributable to a resident constitutes a disturbance of peace in terms of the Estate Rules.
- c) Disturbances will be dealt with in accordance with the Local Authority Bylaws.

K. DOMESTIC REFUSE:

All refuse shall be kept in suitable containers, which shall not be visible from any road, except for purposes of collection by the Local Authority or Waste Collection Contractors, provided that these containers shall be marked with the Erf number for the purpose of identification. Time tables for collection dates will be obtainable from the Local Authority.

L. BUSINESS ACTIVITY:

Any Resident, wishing to operate a business on their property must apply in writing to the BEHOA Security on the prescribed form. The BEHOA will consider the application on its discretion after taking into consideration the following:

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- a) The requirements of and compliance with Municipal By-laws. Any requirements stipulated by City of Johannesburg Municipal By-laws will always be a prerequisite and approval for business activity by a Member or Resident will be strictly subject to compliance with such Municipal By-laws at all relevant times, failing which, any BEHOA approved application may immediately be withdrawn by way of notice, giving the Member or Resident such written notification. Any Member or Resident submitting an application to operate a business on their property shall be allowed 21 (twenty-one) business days to comply with all relevant Municipal By-laws, following provisional approval, failing which, the application will lapse and be of no further force or effect.

The decision of the BEHOA is final and binding. Operation of a business from a private residence without prior written approval from the BEHOA is a breach of the Estate Rules.

M. BYLAWS APPLICABLE TO RUN A HOME ENTERPRISE

A **Home Enterprise** is a **dwelling house/unit** used for a small scale enterprise, practice or occupation for economic gain, by the permanent resident(s) of the **property**, subject to such requirements and conditions imposed by the **Municipality**.

- a) The following activities are seen as primary right (no **Consent** Use procedure is required) if the resident(s) are the only **person(s)** involved in the **Home Enterprise** on a Residential 1,2,3,4 or Agriculture zoned **property**:
- i. Administrative and Professional Services e.g.: insurance agent, financial services, clerical work, editor, translator, secretarial work, debt collector, counsellor, architect, engineer, draughtsman, photographer, broker, bookkeeper, attorney, town planner etc.
 - ii. Home Industries e.g.: embroidery, knitting, needlework, sewing, dressmaking, tailoring, baking, catering, biltong making, pottery, artist, framing, jewellery making etc.
- b) The following activities are only permitted with the **written consent A** of the **Municipality** on a **Residential 1 and 2 erf**:
- i. **Support Services** e.g.: hairdresser, beauty and massage therapist, laundry and ironing services, garden and pool services, off site contracting services, renting out of catering and party equipment, clothes and costume hire, etc.
 - ii. **Manufacturing and Workshop** e.g.: woodwork, metal work, printing and book binding, dental laboratory, maintenance of electronic components and computers, etc.
- c) The employment of a maximum of two additional **persons** of the **erf** (excluding domestic workers) for activities contemplated in Clauses (a) i and ii and (b) i and ii, is only permitted by means of **Consent A** of the **Municipality**.
- d) The following activities are not permitted as a **Home Enterprise**:
- | | |
|----------------------------|----------------------|
| * Medical Consulting Rooms | * Place of Education |
| * Estate Agency | * Home Care Facility |
| * Employment Agency | * Panel Beater |
| * Travel Agency | * Spray painter |
| * Security Services | * Vehicle Rental |

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|-----------------------|--|
| * Bank | * Motor Workshop |
| * Shop | * Tow-in-Service |
| * Spaza Shop | * Cartage & Transport Service |
| * Taverns | * Manufacturing of Concrete Products |
| * Restaurant | * Butchery |
| * Escort Agency | * Place of Instruction |
| * Child care facility | * Place of Entertainment |
| * Service Industry | * Undertaker |
| * Animal care Centre | * Noxious activity and/or any such use or industries, which in the opinion of the Municipality, does not conform to the definition of a Home Enterprise . |

- e) The **Home Enterprise** may be approved by the **Municipality**, provided it conforms to the following conditions:
- i. The proprietor(s) of the **Home Enterprise** shall permanently reside on the **property**.
 - ii. The **dominant use** of the **property** shall remain residential.
 - iii. An interference with the amenities of the neighbourhood by means of noise, smell, dust, aesthetic appearance or any other manner, shall not be permitted.
 - iv. The size of the **Home Enterprise** shall not exceed 40m² of the **property** or 25% of the floor area of the **dwelling unit** and **outbuildings** on the **property**, whichever is the smallest, including **ancillary** storage.
 - v. No retail trade may take place on the **property**, however, the occasional and incidental selling of related goods is permitted, provided that it is **ancillary** to the **Home Enterprise** and does not exceed 10% of the area allowed under condition (iv).
 - vi. No goods may be stored or displayed in such a manner that it will be visible from outside the **property**.
 - vii. Parking, as well as loading and off-loading activities (including employees) directly related to the **Home enterprise**, shall only take place on the **property**.
 - viii. Loading and off-loading of goods may only be done with a vehicle, not exceeding a gross mass of 3500kg.
 - ix. A maximum of 2 (two) vehicles (excluding client vehicles) relating to the **Home Enterprise** shall be permitted on the **property**.
 - x. The exhibition of only one sign at the main entrance to the **property** is permitted. Sign or plaques must be placed on the **boundary** fence, **building** or a free standing sign on the **property**, to indicate only the name, profession/occupation, business logo and telephone number of such a permanent resident shall be permitted; provided that the aforementioned notice/sign or plaque shall not exceed 420mm x 594mm (A2) in size. This may not be erected of the **road** reserve or encroach any **road** reserves bordering on the **property**.

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- f) All relevant legislation in respect of Trading Licences, Health and **Building Regulations** are applicable to the **Home Enterprise** (if an application for a **Home Enterprise** is approved, an application for a trading licence where applicable must be lodged).
- g) On receipt of a complaint of whatever nature, the **Municipality** reserves the right to impose further conditions and/or requirements, or to withdraw the consent completely without any liability for compensation for damages, or losses thus incurred, but only after the matter has been investigated and the “offender” has been afforded a reasonable time to rectify the situation.
- h) The necessary amendments must be affected to the building plans, in accordance with provisions of the **National Building Regulations**; be it for new additions or for the amended use of existing rooms.

2. SECURITY

A. SECURITY GENERAL:

- a) Security personnel are there for the safety and protection of the Estate, its employees, residents and assets. They control access into the Estate and all employees, contractors, visitors, tenants and residents must at all times adhere to all security rules and protocol as amended from time to time.
- b) Residents and their visitors are requested to always treat the security personnel in a co-operative and courteous manner. The security guards may not be abused under any circumstances.
- c) Security personnel are not to be used for any errands other than approved by the manager.
- d) Every resident with respect to people in his/her employ must ensure that such employees adhere to all access control provisions as stipulated herein and amended from time to time.
- e) Homeowners must ensure that all contractors in their employ adhere specifically to the security stipulations as contained herein.
- f) Security rules and protocol as approved by the board of directors and/or as amended from time to time pertaining to access and exit procedures shall be adhered to at all times by residents, visitors, contractors, service providers and agents.
- g) Entry of visitors, contractors and/or deliveries to the Estate shall only be given by the particular resident. Should the resident refuse and/or neglect and/or is not available to grant access to the visitor, such visitor shall be denied access until such time as the resident grants access.
- h) Under no circumstances shall residents release any means of access to any party save those who are required to gain access in accordance with security rules and protocol.
- i) Owners, tenants, visitors, contractors and/or any other persons shall not tamper with any security equipment or security installations. Any person who is observed breaching this rule should be reported to the Estate Manager and/or Security Manager.
- j) Any action or incident that might have a negative effect on the security of the Estate must be reported to the manager or the security manager.
- k) No vehicles or persons shall enter or leave the Estate at any point other than in the security controlled way. Vehicles are subject to a boot check from time to time when entering or leaving the Estate. Vehicles showing excessive oil leaks or suspected lack of power to manage the roads in the Estate will not be allowed to enter the Estate.
- l) The manager may make or temporarily alter access control rules as deemed fit in his discretion to enhance, manage or improve the security of the Estate. This may include access procedures, re-direction of traffic as well as denying access posing a risk to the Estate until proven otherwise.
- m) It is recommended that residents install their own burglar alarm systems and arrange to have them monitored by the security service provider.

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- n) Perimeter walling and fencing serves as a deterrent and is not guaranteed; all attempts at burglary or fence jumping and/or any other security breach must be reported to a member of the security staff, and/or sub-committee.
- o) The Estate may be patrolled on a random basis by security guards, in line with strategies and implementations determined by the board of directors.
- p) Security and security maintenance personnel shall have reasonable access to properties to do required maintenance or check-ups including activations and shall leave the premises in same condition as found.
- q) Estate Agents or any other agents shall be regarded as visitors to the Estate and must be granted access through the visitor procedure.
- r) For the sake of security of all the residents within the HOA, residents on the boundary walls shall ensure that their gardens (including trees, shrubs, creepers or plants) do not interfere or block the security systems, cameras and/or security equipment. In the event that the resident fails to adhere to this rule it shall result in the HOA attending to the necessary rectification and debiting any cost occasioned by the HOA to such resident who shall be liable for payment thereof.
- s) Unregistered vehicles (license disk/plates) using a code or voice clearance will be denied access to the Estate unless the vehicle is new and awaiting registration.

B. BIOMETRICS FINGERPRINT ACCESS:

- a) It is mandatory for everybody residing at the Estate to be enrolled on the access system in order to have access through the electronic booms and turnstile. If fingerprints cannot be captured a card will be issued. At no stage will anyone be allowed to have both prints and a card on the system.
- b) Only people including employees who are approved to operate and work in the Estate are entitled to be enrolled. People using the booms must take care not to idle too long in front of the boom and should proceed immediately once the boom is open.

C. CLOSE CIRCUIT TELEVISION (CCTV):

Security surveillance cameras are installed at various places in the Estate and the movement of vehicles and people entering and exiting through the access points are monitored and might be recorded on the CCTV System.

D. ELECTRIC FENCING:

- a) The Estate is surrounded with a high voltage electric fence coupled with an intrusion system which is monitored at all times.
- b) The electric fence is open on the inside and although it is equipped with sufficient warning signs people are warned to stay away from it.
- c) Tampering with the fence will not be tolerated.
- d) Please take note that the fence is live at all times.

E. ALARM SYSTEMS:

- a) The installation of burglar alarm systems are completely up to the discretion of the residents. Related sirens must not disturb the neighbours (silent alarms).
- b) Armed response is limited to the onsite security response team.
- c) Outside armed response will not be effective as their response time will be affected by the enrolment procedure at the entrance gates. Therefore homeowners are urged to sign up with the Estate Security Service Provider.

F. TENANT APPROVAL/REGISTRATION:

- a) Members of the HOA shall ensure that no tenants are allowed occupancy on the Estate, unless such tenants have been registered at the administration office of the HOA.

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- b) A written undertaking must be given by such tenant to comply with all the provisions of the HOA's MOI and Rules and Regulations made and determined in accordance therewith.
- c) The proposed tenants will also be required to submit a copy of his/her ID or Passport and to be registered on the Biometric System.
- d) The homeowner will be liable for the actions of the tenant at all times.

G. COMMON AREAS AND ENVIRONMENTAL ASPECTS:

The HOA shall be entitled to control all aspects of the environment on or about the Estate including but not limited to the Management and control of Fauna and Flora and the maintenance and upkeep thereof within the common areas of the Estate.

a. Recreational Area (Dam)

- i. The Recreational Area (Dam) in Karee Drive is available for functions, maximum 40 people.
- ii. Music, where applicable must be turned down at 22H00 and switched off before 00H00. No exceptions.
- iii. Children must be supervised at all times.
- iv. Any arrangement in this regard must be made through the Estate Manager.
- v. BEHOA reserves the right to within reason allow or decline applications.

3. CONTRACTOR ACTIVITY

A. BINDING NATURE OF RULES:

- a) The rules governing building activity enacted herein are binding on all homeowners, residents, building contractors, their sub-contractors, suppliers, employees, agents and service providers.
- b) The onus is on homeowners to ensure that their building contractors, sub-contractors, suppliers, employees, service providers and agents are informed of these rules, which shall be incorporated into any agreement between homeowners/residents and such building contractor, sub-contractor, supplier, employee, service provider and agent.
- c) The HOA may suspend any building activity that is in contravention of any of these rules and the Estate Rules, and the homeowner/building contractor indemnifies the HOA against any liability of whatsoever nature for any losses sustained by a homeowner, resident, building contractor, sub-contractor, supplier, employee, service provider and agent as a result of such suspension.
- d) Any reference herein to homeowner/resident/building contractor shall apply *mutatis mutandis* to their sub-contractor, supplier, employee, service provider and agents.
- e) Before commencing any construction or renovation which requires a plan, owners are to ensure that the architect is in receipt of a copy of these rules.
- f) A copy of these rules is to be signed by the main contractor and handed to the administration office of the HOA before building can commence.

B. CONDITIONS WITH REGARD TO CONTRACTOR'S ACTIVITY AND SERVICE PROVIDERS:

For the sake of clarity, Contractors shall include but not be limited to building contractors, building sub-contractors, electricians, plumbers, tilers, glazers, welders, roofers and any other contractor undertaking a service of a construction, installation or repair nature but shall not include personal gardeners, domestic helpers, pool services, pet groomers and garden services which shall be termed "Service Providers"

- a) The Estate is a secure and controlled environment. Contractors and delivery security procedures and security control must be adhered to at all times.
- b) All contractors are required to be briefed on the conditions with regard to the Contractors Activity Rules and are to sign acceptance of this document. Contractors in breach of these rules will be fined as per

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Annexure "A" and access to the Estate will be denied until the fine is paid and the breach is remedied to the satisfaction of the HOA.

- c) Contractors or sub-contractors and their employees as well as persons performing deliveries in the Estate must be in possession of a valid South African ID Document or passport to enter and work in the Estate. Alternatively original, valid asylum documents may be presented to the Estate/Security Manager.
- d) Contractors who are on site for longer than three days must report to the admin office for registration with the Estate/Security Manager as a contractor in the Estate.
- e) Contractors and/or owners are under a duty to provide fresh water, toilet, washing and changing facilities for his sub-contractors, suppliers, employees and agents. Offenders shall be fined accordingly.
- f) During construction, all activities relating to construction must be confined within the erf boundary. This includes location of staff and contractor's equipment.
- g) Storage and rubble bins may not be placed where they may cause an obstruction to roads or neighbours.
- h) It is the responsibility of the contractors to ensure that their personal and/or any delivery personnel do not transgress into the surrounding area. Offenders will be fined accordingly.
- i) The site shall be kept clean and tidy; litter is to be removed on a daily basis and rubble is to be removed weekly. No litter or any other material may be burnt on the building site or within the Estate. The contractor/owner shall provide facilities for litter and rubbish disposal and ensure the appropriate use of such facilities. Offender shall be fined accordingly.
- j) Contractors shall ensure that no building material, equipment, rubble and/or rocks shall encroach on the roadway on any part of the Estate. It is the contractor and owner's responsibility to clean the roadway of all such material relating to his activity. Offender shall be fined accordingly.
- k) Should building material, equipment, rubble and/or rocks be required to be off-loaded on a neighbouring stand (or on any common property), prior written approval from the owner of such stand (or the Estate Manager as the case may be) shall be obtained. Offender shall be fined accordingly.
- l) The washing off of ready mix concrete vehicles, contractor vehicles and delivery vehicles must take place within the confines of the site and spillage and runoff must be contained within this site. The contractor will be liable for the costs of any damage/repairs to the road or property incurred by any spillage. Offender shall be fined accordingly.
- m) Contractors and/or owners shall be liable for any damage, injury or loss caused to any person or property on any part of the Estate, including damage to roads, kerbs, vegetation, private erfs, vehicles or Estate common property arising from building activity and all conduct incidental thereto.
- n) Flora designated as protected species by the HOA shall not be damaged or removed during or in preparation of any building activity.
- o) Should the HOA have reason to believe that an owner and/or contractor is in breach of any rule then the HOA may suspend building activity until such breach or undesirable conduct is abated.
- p) Should there be outstanding levies by the owner or unpaid fines by the contractor and/or the owner, the HOA reserves the right to request all contractor activities to cease until all outstanding amounts have been paid.

C. DECEMBER BUILDER'S SHUTDOWN:

- a) Prior to the December builder's shutdown:
- b) Contractors shall insure that the building site is properly cleaned, taps are properly closed, and site toilets are cleaned and refuse bins are cleared.
- c) The site shall be securely screened off with 1.8m black/green shade netting. All building materials/equipment/refuse bins to be safely stored behind the screen.
- d) It is the contractor's responsibility to obtain signoff from the Estate Manager for their building site prior to leaving for the holiday period.

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4. ARCHITECTURAL RULES

The HOA reserves the right to alter or amend the Architectural Rules in order to preserve and enhance the aesthetics of the Estate. These Rules have been developed to preserve, protect and maintain the unique environmental and physical attributes of the Estate rather than hamper development. One of the functions of the HOA is to ensure that the character and quality of the Estate is maintained, thereby protecting the value of individual homes as well as the environment. Development within the Estate must conform to the fundamental intentions of establishing an environment that is in harmony with nature. It is not the intention to unreasonably restrict building design. The Architectural Rules are a condition of the Agreement of Sale and will be enforced by the HOA.

A. TOWN PLANNING CONTROLS - GENERAL

- a) The restrictions set out below are in addition to any restrictions imposed in terms of conditions of title, town planning schemes or national or any other building regulation.
- b) 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 HOA, which shall not be unreasonably withheld.
- c) Similarly, compliance with restrictions imposed by the HOA shall under no circumstances absolve the resident from the need to comply with restrictions imposed by third parties nor shall the HOA approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.
- d) The approval of plans by the HOA does not imply approval by the local authority or SABS or that their respective regulations have been complied to.
- e) The architectural style of the house will not be restricted, however, it will be considered in relation to that of other houses in the Estate, as well as aesthetic appearance and the proposed siting of the building and such other as the HOA in its entire discretion may deem appropriate.

B. INDIVIDUAL STANDS

a) DENSITY

A maximum of one dwelling per stand is permitted. A second dwelling will not be permitted. A "granny flat" or domestic quarters must form part of the main structure.

b) COVERAGE (ANY STRUCTURE WITH A ROOF)

i. Single Storey Dwellings:

The floor coverage (footprint) on the erf shall not exceed 60% and will be approved at the discretion of the HOA.

ii. Double Storey Dwellings:

The ground floor coverage (footprint) of double storey dwellings shall not exceed 50% of the area of the erf. Relaxation may be considered in certain cases upon receipt of the submission of motivation by the owner; however, the HOA shall make the final decision.

c) FLOOR AREA RATIO (FAR)

Maximum FAR not to exceed 0.6

d) HEIGHT RESTRICTION

- i. The primary consideration will be to reasonably safeguard views and privacy of adjacent residents. The HOA shall be entitled but not obliged to require applications for plan approval to consult with the owners of neighbouring stands.
- ii. The height of any part of the structure shall not exceed 8.5 meters above the natural ground level measured vertically above the highest point.

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- iii. In the event of the 8.5m height restriction being exceeded this should be motivated by the architect taking into account the configuration of the stand and only after the consent of the adjacent owners whose view may be affected has been obtained.
- e) **BUILDING LINES**
 - i. No structure shall be erected within the building lines imposed by the Town Planning Scheme.
 - ii. The building lines for single storey dwellings are 3 meters on street boundaries and 2 meters from other boundaries.
 - iii. Where the garage is a single storey then the building line may be relaxed to 1 meter on the side and thereafter no further relaxation may be permitted. The building lines for a double storey dwelling are 5 meters on street boundaries and 2 meters from other boundaries.
 - iv. Subject to the discretion of the HOA, no overlooking windows are allowed on building lines, except where such window is a bathroom window. All bathroom windows must be frosted, sand-blasted or obscured glass.

C. TOWNHOUSES/CLUSTER STANDS (if applicable)

The local authority and BEHOA will determine requirements and restriction.

D. ARCHITECTURAL PROCEDURE AND TIME LIMITS FOR CONSTRUCTION

- a) The purchaser of an erf within the Estate shall be afforded a period of six (6) months, calculated from the date of registration of transfer of an erf into the purchaser's name within which to apply for and obtain plan approval.
- b) **Procedure for HOA building plan approval is as follows:**
 - i. The purchaser of an erf within the Estate shall be afforded a period of six months, calculated from the date of registration of transfer of that erf into the purchaser's name within which to apply for and obtain plan approval.
 - ii. Three copies of proposed building or deviation plans are to be submitted to the HOA for approval and signature;
 - iii. The HOA shall advise the owner as to whether plans are acceptable within seven working days. Should plans not be compliant same will be handed back to the owner for amendment;
 - iv. Two copies of the HOA signed approved plans shall be returned to the owner on approval for submission by the owner to council (one copy of the approved plan is retained by the HOA);
 - v. Once council has approved the plans the owner is to lodge one copy of the council approved plan with the HOA to apply for the commencement certificate.
 - vi. Should the purchaser fail to obtain such approval within six months, the erf shall become subject to penalties as per Annexure "A".
 - vii. Should it be foreseen that the approval of the plan process will extend over the six month period then and in that event the purchaser may apply to the HOA, in writing, for an extension of this period.
 - viii. Upon due compliance with and attainment of all the requirements of the plan approval process, the construction period is eighteen (18) months from date of issuing of a commencement certificate.
 - ix. No construction will be allowed to commence before the HOA has issued a commencement certificate, failure to comply shall result in a fine being applied in terms of Annexure "A".
 - x. Upon expiry of the eighteen (18) month construction period penalties shall be applied. Should it be foreseen that the construction period will extend over the eighteen month period then and in that event the purchaser may apply to the HOA, in writing, for an extension of this period which the HOA may grant at their discretion.

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- c) **Requirements for the issue of a commencement certificate:**
- i. Copies of signed approval of the plans by the HOA;
 - ii. Copy of signed approval of building plans by local council;
 - iii. Refundable pavement deposit as per Annexure “A” to be paid to the HOA;
 - iv. All levies /other amounts owing to the HOA on the property to be paid up to date;
 - v. Owner to be free of any breach of the Estate Rules;
 - vi. Registration with the HOA, of main contractor by the property owner;
- d) **Main contractor to supply the following:**
- i. Name and contact details of Main Contractor and sub-contractors;
 - ii. Proof of NHBRC registration;
 - iii. Proof of Public Liability Insurance for the project – minimum insurance value of R 5 million;
 - iv. Proof of acceptance of Estate Rules with special attention to the provisions of this section.
 - v. For purposes hereof excavation shall be deemed to be building activity and cannot commence until such time as the commencement certificate is received.
- e) **Building time limit and penalties:**
- i. Three coloured copies of architect drawn plans shall be submitted for approval by the HOA within six months of date of registration of property into name of owner. Plans not submitted within this period are subject to time limit penalty as per annexure “a” until date of plan submission.
 - ii. Building activity (excavation for boundaries) shall commence within six months of the HOA plan approval (plans shall be approved by council within this period) i.e. A maximum of one year after registration of property into the name of the owner. Where no building activity has commenced within this period the time limit penalty shall be applicable until date of commencement of building activity, i.e. Excavation of site to prepare for building activity or digging of foundations.
 - iii. For a vacant stand, construction/building shall be completed within a period of two years from date of registration of property into the name of the owner; or within a period of eighteen months from date of the HOA commencement certificate being issued. Building is deemed to be completed when a copy of the occupation certificate issued by council (planning department) is received by the HOA. Where copy of the occupation certificate is not received within this period the time limit penalty shall be applicable until date of receipt of copy of occupational certificate.
 - iv. Contractors and/or owners shall ensure that a copy of the approved plans is available on the site at all times. Any deviations to the approved plans must be submitted to the HOA and may only be implemented once the variation is accepted and signed by the HOA and then approved by local authority. All plans including deviation plans must be filed with the HOA for record purposes.
 - v. Contractors shall ensure that the building project is in accordance with the approved plans and that the footprint and finishes are consistent with the aesthetics of the Estate.
 - vi. Contractors shall ensure that available services such as Council and Telkom services including manholes, storm water structures etc. are protected and accessible at all times.
 - vii. In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions and should in any event be completed within the eighteen (18) month construction period.
 - viii. Phased design should be handled in such a way that the end of each phase should be aesthetically acceptable to the HOA.
 - ix. Upon expiry of the eighteen month construction period penalties shall be applied. Should it be foreseen that the construction period will extend over the eighteen month period then and in that event the purchaser may apply to the HOA, in writing, for an extension of this period which the HOA may grant at their discretion.

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- x. No occupation may take place without a completion certificate issued by the HOA and an Occupation Certificate from the local authority. A completion certificate by the HOA shall only be issued upon the HOA signing off that the building is fully compliant with the Rules.
 - xi. If such certificate certifies any breach of these rules then and in that event the fines as per Annexure "A" shall be levied.
- f) **Times of Contractor Activity:**
Contractor activity is only permitted on:
- i. Weekdays from: 08h00 – 17h00
 - ii. Fridays from: 08h00 – 16h00
 - iii. Saturdays from: 08h00 – 15h00
 - iv. Service Providers are permitted on Saturdays from 08h00 – 15h00 only.
 - v. Contractor deliveries from suppliers are only allowed during 08h00 – 16h00 on weekdays. The contractor/owner will be liable for penalties incurred by any delivery vehicles.
 - vi. Contractor activity is strictly prohibited on Sundays and Public Holidays, including the Easter Weekend and during BIFSA December break.
 - vii. No construction is to take place on weekends at sites without an Occupation Certificate.
 - viii. No building contractor, sub-contractor, supplier, employee, service provider and agent will be allowed on the Estate or be allowed to remain thereon outside of the times stated herein. Offenders will be fined accordingly.
- g) **Suppliers/Deliveries:**
Due to the gradient, road surfaces and limited road width, the following restrictions are placed on any vehicle entering the Estate:
- i. Only fixed axle designed vehicles will be allowed, only horse and semi, no interlinks shall be permitted and the maximum gross mass of any vehicle is not to exceed 8000kg; Maximum length of vehicle 9.1 meters;
 - ii. Maximum width of vehicles 2.6 meters;
 - iii. Maximum gross weight 20 000kg; Maximum axle weight 8000kg.
 - iv. Contractors are to take special note of these length and weight restrictions before the manufacture and delivery of roof slabs /beams and other heavy or large structures/cranes or machinery.
 - v. The HOA shall not accept any liability for any deliveries not being able to take place due to the above restrictions.
 - vi. Drivers of concrete delivery vehicles or concrete pump vehicles as well as drivers of concrete roof slabs or block and lintels and/or cranes must be briefed on the provisions hereof in consultation with the Estate Manager.
 - vii. Vehicle larger than the above will be denied access. The HOA is not responsible for any loss to owner/contractor for vehicles or deliveries being denied access into the Estate.
 - viii. Drivers who contravene the Estate Rules will be escorted off the Estate and denied access.
 - ix. The construction of improvements in the minimum amount of 200 square meters on a stand.
- h) **Before taking occupation of a new dwelling owners are required to obtain a completion certificate from the HOA. Such certificate shall not be issued unless the owner has complied with the following provision:**
- i. An Occupation Certificate is lodged with the administration office of the HOA;
 - ii. All boundary walls and building processes have been completed;
 - iii. The site has been cleared;
 - iv. All fines and arrear levies have been paid.

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- v. Building activity shall be deemed to have been completed after inspection of the property by the Estate Manager, in order to confirm that the dwelling is fully completed and compliant with the Estate Rules and upon the issuing of an Occupation Certificate by the local authority.
- vi. The owner and the contractor acknowledge that no occupation may take place without a completion certificate issued by the HOA and an Occupation Certificate from the local authority. A completion certificate by the HOA shall only be issued upon the HOA signing off that the building is fully compliant with the Rules.
- vii. Only upon the issuing of a completion certificate may an owner make application for a refund of the pavement deposit held by the HOA. (Please note that no interest is payable on the pavement deposit)

E. TREATMENT OF STAND BOUNDARIES

- a) In order to enhance the appearance of sidewalks, the streetscape and the general Estate, the following will apply:
- b) Boundary walling in stone, approved face brick or approved painted plaster walls and palisade fencing will be allowed between boundaries;
- c) If solid walling is required to enhance the privacy of certain parts of the property, then such walling shall not exceed 1.8 meters and should not extend for more than 25% of its length as a continuous line parallel to the street boundary, if a solid wall is unavoidable. A stepped-back or articulated wall is considered less detrimental to the streetscape;
- d) All garden walls and fencing must be approved by the HOA, with regard to both material and dimensions. Particular attention will be paid to high walls screening the entire frontage of properties;
- e) Garden screens are permitted for the purposes of privacy, but prior consent must be sought from the HOA with regards to material and dimensions;
- f) Lean-to's and temporary carports will not be allowed;
- g) Roofing materials for patios, carports and outbuildings must be approved by the HOA.

F. EDGE CONDITIONS BETWEEN THE NATURE RESERVE AND STANDS

- a) The aesthetics of the interface where stands front onto the nature reserve and park areas are considered to be extremely important. In order to avoid the erection of unsightly solid walls the following guidelines will apply. Planting should remain indigenous at all times.
- b) Owners are entitled to build walls between the boundaries of stands and the nature reserve provided that such walls comply with the rule of the HOA and that the sections of the walls facing the nature estate are plastered and painted in a uniform colour as advised by the HOA from time to time;
- c) If some form of boundary fencing is required, then the use of a palisade fence is suggested, however, such fencing must be approved by the HOA and shall not contain pillars between same. Wire mesh fencing will not be allowed.
- d) Post and rail type fencing will be allowed.
- e) Public road facing walls must be suitably finished.

G. PROHIBITED BUILDING MATERIALS

- a) The HOA, through the Estate Architect, shall issue a certificate of completion, which must be issued before the occupational certificate, which shall state whether the rules relating to architecture are complied with. If such certificate certifies any breach of these rules then and in that event the fines as per Annexure "A" shall be levied however such certificate shall not have the effect that an occupational certificate cannot be issued.
- b) To allow for diversity and interest, a variety of individual architectural designs will be encouraged. In principal no limitations are placed on building materials other than the items below, the use of which is not allowed:

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- i. Unpainted plaster;
- ii. Corrugated iron, reflective metal, asbestos and thatch roofs;
- iii. Shade cloth;
- iv. Reflective roofing materials with the exception of approved water proofing paints;
- v. Pre-cast concrete walls,
- vi. Razor wire, security spikes or similar features, except with the permission of the HOA, on the perimeter of the Estate;
- vii. Lean-to and metal roof or temporary carports or patent type shade-netting structures;
- viii. Shade netting may only be used during construction;
- ix. The approval of the HOA should be obtained for the use of any materials other than conventional bricks and mortar, cast slabs and rib block floors and roofs and tiles.

H. MISCELLANEOUS ARCHITECTURAL GUIDELINES

- a) **Design Materials:** The aesthetics of the design of parapets, fascia, capping eaves, roof trim, guttering and roofing materials in general will be considered by the Estate Architect and committee.
- b) **Paint Colour:** All external finishes and colours should be specified, and colour samples will be requested. Colours are not limited, however residents are urged to utilise naturel hues of beige to brown. Residents are requested to avoid the following colours: Pink, Yellow, Orange, Purple, Green, Black, Gold and Blue. Should owner wish to utilise these colours they are required to advise the HOA in order that specific hues and shades can be agreed upon. Changes to the specification of colours will be subject to the approval of the HOA.
- c) **Painting:** Painting of property must be kept maintained at all times.
- d) **Awnings/Geysers:** Awnings/Geysers and other items , which do not form part of the basic structure should be clearly shown and annotated on approval drawings and so far as possible be least obstructive to neighbours view.
- e) **Exposed plumbing/geysers/solar panels and washing lines:** All exposed plumbing, including geysers, solar panels, air-conditioning compressors and washing lines should be fully screened from the street elevation and other visual panoramic including higher lying dwellings if used and should be incorporated into the buildings to form part of the basic structure and should be clearly shown and annotated on approval drawings and where possible screened.
- f) **Alterations:** Alterations and additions should match the original design and style, both in elevation and in material usage.
- g) **Staff Quarters/Kitchen:** Staff accommodation and kitchens should open onto screened yards and patios.
- h) **Walls:** Yard walls and screen walls should complement the basic materials of the building.
- i) **Windows:** The privacy of surrounding properties should be considered. As a general rule, no windows or balconies on the upper storey should overlook the "living space" (for example, the swimming pool and bathrooms) of adjacent dwellings.

I. BUILDING REQUIREMENTS

- a) **Roofs:**
 - i. Roof pitch must suit style and proportion of building;
 - ii. Materials to be in keeping with a specific building theme. The following materials are approved:
 - iii. Concrete roof tiles
 - iv. Slate
 - v. Chromo Dec
 - vi. Flat roofs shall be concrete slabs and not steel.
- b) **Walls:**
 - i. External masonry walls shall be 220 millimeter face brick, plaster and paint or stone type finish;

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- ii. Horizontal stringcourses will be permitted;
- iii. If plastered these shall be painted and the colours shall be limited to the colours as set out in D.8.b above.
- c) **Windows and Doors:**
 - i. External doors and window frames are to suit the style of a home;
 - ii. External burglar bars will not be permitted unless incorporated in the overall design;
 - iii. No steel windows shall be permitted unless these are powder-coated or incorporated into the design of the building, subject to the approval of the HOA.
- d) **Verandas, Porches and Pergolas:**
 - i. Supports shall be masonry (face brick or plastered and painted) piers, timber or metal posts;
 - ii. Timber lattice enclosure to verandas painted in the approved colours as per H.2. below of the HOA will be permitted;
 - iii. Other materials are to be approved by the HOA.
- e) **Waste Pipes:**
 - i. Waste and drainage pipes are to be concealed, sealed and ducted according to the approval of the SABS and local authority.
- f) **Landscaping:**
 - i. Landscaping must be undertaken within the integrated landscaping theme of the Estate;
 - ii. All landscaping, including the pavement must be completed within three months of physical occupation;
 - iii. The extent of paving, particularly to driveways, is to be limited to concrete paving or brick paving;
 - iv. The use of hedgerows is recommended and the planting of indigenous trees and shrubs is encouraged. Hedgerows should be encouraged in places where fencing is used.
- g) **Boundary Walls:**
 - i. Adequate Storm Water Draining must be provided for all boundary walls including Estate boundary walls. Any damage arising will be for the owner's account.
- h) **Procedure for the approval of building plans:**
 - i. It is the responsibility of the property owner to familiarise himself with these procedures;
 - ii. The HOA shall not be responsible for any costs incurred or damages suffered by any homeowner/contractor as a result of the requirement of owner/contractor to comply with these procedures and rules;
 - iii. The owner of the property is to ensure that their architect is familiar with the HOA Building and Architectural Rules and that the conditions with regard to building contractor activity are carefully considered before having plan drawn.

J. SIGNAGE:

No advertisement signage will be permitted unless in terms of the Memorandum of Incorporation and the Rules relating to Agents. Advertising Board for public interest at building sites must be cleared with the Estate Manager.

5. PURCHASE OF VACANT LAND OR INCOMPLETE BUILDINGS

Owners are to submit building plans for the property, within six months of registration of the property into his name.

6. NEW DWELLINGS

- a) In order to commence construction on a property, the following is required:
- b) Proof of ownership of the property.

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- c) Three hard copies (coloured) or electronic (DWG format) copy of proposed building plans, drawn by a registered Architect, in terms of the Memorandum of Incorporation, shall be submitted to the HOA admin office for the attention of the Estate Manager for approval within six months of the registration of the property into the name of the owner. Copies to be supplied free of charge to the HOA for scrutiny.
- d) The HOA Architectural Subcommittee shall scrutinise the plans and give comments within one week. If amendments are required, the owner is responsible for the amendments and for the resubmission of the plans to the HOA within one month from date of the original plan scrutiny.
- e) A plan scrutiny fee of R800.00 shall be charged to the Property Owner's levy account.
- f) When the HOA is satisfied that the plans comply with the Estate Rules, three copies of the HOA approved plans shall be endorsed with a HOA stamp and be signed by the Director of the HOA's Architectural Subcommittee.
- g) One of these signed copies shall be retained by the HOA and two signed copies of the plans are to be collected by the owner/architect for submission to council.
- h) Two hard copies of the HOA approved plans shall be submitted by the owner/architect for approval to the local authority - Ekurhuleni Planning Department at Civic Centre in Alberton. **Please note that the local authority will not accept plans that do not bear the HOA stamp of approval and as such this procedure must be strictly adhered to at all times.**
- i) Plans are assessed by the various departments at council including but not limited to:
 - i. Water Department
 - ii. Electrical Department
 - iii. Sewage Department
 - iv. Fire Department
 - v. Planning Department
- j) When the plans have been approved and signed by Ekurhuleni Planning Department, a copy of this signed plan approval must be submitted to the Estate Manager.
- k) A building deposit of R10 000.00 is payable to the HOA. This building deposit shall be kept by the HOA, interest free and is refundable when building is completed.
- l) It is prohibited for an architect to approve plans drawn by him or a firm to which he is associated.
- m) BEHOA Bank Account Details:
 - Bassonia Estate Home Owners Association
 - Absa Alberton
 - Current Account: 406 110 6075
 - Branch Code: 632 005

NB! Kindly use reference "Stand# - building deposit" and submit proof of payment to the Estate Manager.
- n) A commencement Certificate shall be issued by the HOA before commencement of building takes place. See 4.D.c above.
- o) An initial inspection of the building site shall be carried out by the Estate Manager once foundations have been laid, to ensure compliance with the approved building footprint. Thereafter, a weekly inspection by the Architectural Subcommittee/Estate Manager shall be carried out on the building site until date of completion of the building project.
- p) These inspections are carried out to ensure compliance with Estate Rules and owners/contractors shall be responsible for the remedy of any breach within the required period as advised in writing.
- q) Building is deemed to be completed on the issue of an Occupation Certificate by the local authority and when all building materials and rubble is cleared on the site.
- r) The building deposit shall be refunded when a copy of the Occupation Certificate is received from the owner and when all building materials and rubble is cleared in the site. The refundable amount shall be the amount paid, less any amounts as agreed by both parties that constitute damages/breach of Estate Rules during building activity at the property and any damages caused by the contractors on site.

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7. ADDITIONS / ALTERATIONS OR RENOVATIONS WITH OR WITHOUT OCCUPATION CERTIFICATE WHERE NO PLANS ARE REQUIRED

- a) Please note that all Estate Rules regarding Building Contractors, Building Activity and Penalties is applicable.
- b) The same design criteria and rules will apply as set out herein.
- c) Construction/building shall be completed within a period of six months from date of commencement of building activity.
- d) Building is deemed to be completed when construction has ceased and the site is cleared of building materials and rubble.
- e) Where building alterations exceeds this time period the time limit penalty shall be applicable until date of completion of building activity and on completion of the clearing of the property as described above.
- f) A request for an extension of building time with motivation may be submitted to the HOA for approval prior to building period being exceeded. The extension shall be granted or rejected at the discretion of the HOA Architectural Subcommittee.

8. LEVY PAYMENTS & DEBTOR POLICY

RULES WITH REGARDS TO OVERDUE LEVY PAYMENTS & ANY OTHER AMOUNTS OWING

This debtor policy is applicable to any and all amounts owing by homeowners to the HOA.

A. PAYMENT DUE DATE:

Levies are payable in advance (no later than the first day of each month) as per clause 2.3 of the Memorandum of Incorporation (MOI). A debit order facility is available for the monthly levy payment. For further information please contact the BEHOA Admin Office.

B. INTEREST AND PENALTIES:

a) Interest:

- i. Interest will be raised on all accounts in arrears at 2% above Prime, the HOA has the right to impose interest as per clause 2.3.8 of the Memorandum of Incorporation (MOI).
- ii. *Approved Interest Rate: Prime + 5% or as determined by the HOA from time to time.*

b) Penalties:

- i. The HOA also has the right, as per clause 1.2.1.6 of the Memorandum of Incorporation (MOI), to impose penalties as it deems fit for non-payment of amounts due to the HOA.
- ii. All penalties are payable on receipt of written notification of the penalty levied subject to the provisions herein and are payable within seven (7) days of receipt of notification by the HOA that such penalty is due.
- iii. Any reference in these Estate Rules to written notification shall include emailed notification, faxed notification and any other electronic means of communication as per Clause 4.4 of the Memorandum of Incorporation.
- iv. *Approved Penalty: portion of levy per month.*

C. SANCTIONS FOR NON OR LATE PAYMENTS:

- a) The board of directors have approved the following sanctions for accounts not paid in terms of the homeowner's responsibility:

Stage 1 - Should amounts due be outstanding on or about the 7th day of the month for which they became due:

The Managing Agent shall send an SMS reminder to the defaulting homeowner indicating that payment is due. This indulgence shall not be granted to Members who repeatedly make late payments.

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Stage 2 - Should amounts still be outstanding on or about the 15th day of the month for which they were due:

The Managing Agent shall send an SMS to the defaulting homeowner, demanding payment of the arrears payable.

Stage 3 – Should amounts still be due by the end of the month which they were due:

The approved Attorney will send a Final Letter of Demand to the defaulting homeowner demanding payment of the arrears. Failure to adhere to the Final Demand shall have the following implications:

- b) The HOA shall impose interest as per the MOI and in terms of this annexure retrospectively to the first day of the month when payment ought to have been made on the amount which was overdue;
- c) And/or a penalty of portion of the levy imposed on the homeowners will be charged to the levy account and will be imposed monthly until payment is received.
- d) The defaulting homeowner's account shall be handed to our Attorneys for collection with costs;
- e) Security will be informed that no construction is allowed to take place on the erf with arrear levies. All construction vehicles/staff will be denied access to the defaulting site.
- f) All arrear listings shall be made available and form part of all AGM packs.
- g) All costs incurred resulting from reminders sent to levy account holders in arrears will be charged to the account holder.

9. FINES AND PENALTIES AS PER ANNEXURE "A"

Procedure, services, payment & Appeals Schedule & Listing

10. ESTATE AGENT ACCREDITATION AS PER ANNEXURE "B"

Procedure for application & confirmation

NOTE:

All complaints or allegations of non-compliance with these Estate Rules must be in writing on the prescribed form which can be obtained from the offices of the Estate Manager together with any supporting documents and should be delivered to the Estate Manager during office hours. If a breach of the Estate Rules is alleged sufficient proof of such breach must be provided, provided that the minimum requirements for allegations of breach are that the allegation must allege a date, a time, stand number, nature of breach, persons involved and a specific rule allegedly breached.

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ANNEXURE “A”

1. PROCEDURE WITH REGARDS TO FINES

A. SERVICE OF FINE:

- a) The Estate Manager may impose a fine in respect of a breach of the Estate Rules as contemplated in the Schedule of Fees, Fines and Penalties by serving the fine in writing provided that where the breach was committed by a person acting in the course and scope of a contractual relationship with the Homeowner, or where such person is a building contractor, sub-contractor, staff, agent or supplier, then the Estate Manager shall, in addition to serving the fine on a Homeowner as aforesaid, serve the fine on the building contractor who shall each be jointly and severally liable, the one paying the other/s to be absolved.
- b) The fine shall disclose the date (unless it be a continuing breach) and nature of the breach, including the rule alleged to have been breached and the person who committed the breach (provided that the Homeowner shall not be absolved from liability in respect of a breach committed by a person other than the Homeowner where the Homeowner is vicariously liable as contemplated herein).

B. PAYMENT OF FINE:

All fines shall be payable immediately on the service of the fine and shall be immediately debited to the Homeowner's levy account upon service of the fine, which the Homeowner shall pay without deduction or set-off.

C. APPEAL:

- a) Should the Homeowner or any person (“the Appellant”) wish to appeal any fine imposed as contemplated herein, the Appellant shall lodge a “Request to Appeal” in writing with the Estate Manager within 10 days of service of fine;
- b) The Estate Manager shall within 5 days of receipt of the “Request to Appeal” serve a written Notice of Appeal on the Appellant, Chairman and Directors;
- c) The “Notice of Appeal” shall disclose the date, time and place of the “Appeal Hearing” which date shall be no later than 30 days of the date of “Notice of Appeal”;
- d) Payment of the fine shall be placed in abeyance upon the issuing of the “Notice of Appeal” pending the decision of the appeal;
- e) The Chairman will appoint 3 directors which shall preside over the “Appeal Hearing”, and their decision shall be final and binding on the parties, provided that either the Chairman or the Appellant may invite the Legal Director of the HOA at the commencement of the “Appeal Hearing” to co-adjudicate in the matter, with the Chairman, Director of Rules and the Legal Director reaching a decision by consensus.
- f) Any fine imposed at an “Appeal Hearing” is payable immediately and shall immediately be debited to the Homeowner's levy account where applicable, which the Homeowner shall pay without deduction or set-off.

2. SCHEDULE OF FEES, FINES & PENALTIES

- a) The HOA reserves the right to suspend and building activities and deny access to contractors while an owner or contractor is in breach of the Estate Rules or for continuous breach of the Estate Rules.
- b) The owner of the property shall be liable for any non-compliance with the HOA's rules in respect of his/her building contractor, sub-contractor, staff, agent, supplier, member of his/her household and or visitor.
- c) Accordingly, the owner indemnifies the HOA in respect of any loss that the owner may suffer as a result of the HOA having denied access to any person that breached the HOA's rules while acting in the course and scope of his relationship with the owner.
- d) It will be the responsibility of the owner to bear the cost of repair of any damage caused to the Estate or Local Authority installations as a result of building activities.
- e) It will also be the responsibility of the owner to immediately undertake alterations to rectify any breach of the Estate Rules at his/her expense and to the satisfaction of the HOA.

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SECTION A – SCHEDULE OF FEES

#	DESCRIPTION	AMOUNT
1	Building Drawings Scrutiny Fee	R 800.00
2	Alterations of Drawings Scrutiny Fee	R 800.00
3	Pavement Deposit – New Dwelling	R 10 000.00
4	Pavement Deposit – Alterations	R 2 000.00
5	Cleaning of vacant stands (Vegetation)	R 300.00
6	Dog excrement	R 500.00
7	Estate Agent Accreditation	R 1000.00
8	Temporary Accreditation of Agent (per month)	R 500.00

SECTION B – SCHEDULE OF FINES & PENALTIES

#	DESCRIPTION	AMOUNT
1	Breach of Standard Estate Rules	R 500.00
2	Breach of Security or Access Control Rules (per incident)	R 500.00
3	Reckless or Negligent Driving	R 500.00
4	Vehicle Noise and Speed Levels	R 500.00
5	Breach of Architectural Rules (per month)	Portion of levy
6	Breach of Time Limits for Improvements (per month)	Portion of levy
7	Exceeding Time Limits for Submission of Plans	Portion of levy
8	Exceeding Actual Building Time Limit	Portion of levy
9	Occupation Without an Occupation Certificate (once off)	R 5000.00
10	Disturbance of Peace in Terms of Rule - A.10	As per discretion of the Board
11	Removal of Estate Agent Pointer Signs (per sign)	R 200.00

SECTION C – ADDITIONAL SCHEDULE OF FEES, FINES & PENALTIES FOR BUILDING CONTRACTORS & BUILDING CONTRACTOR ACTIVITIES (PER INCIDENT)

#	DESCRIPTION	AMOUNT
1	Limits of Building Activity	R 1000.00
2	Site Presentation (per day)	R 1000.00
3	Site Presentation (December shutdown)	R 500.00 per day + R 2000.00
4	Cleaning of vehicles	R 1000.00
5	General deliveries	R 2000.00
6	Concrete deliveries (Washing/Spillage)	R 2000.00
7	Security breach per labourer	R 500.00
8	Building deviations from approved plans	R 1000.00
9	Building without certificates of approval	R 2000.00
10	Roads & Verges	R 2000.00
11	Ablution facilities	R 2000.00
12	Spoil of excess material and building rubble	R 2000.00
13	Labourer walking off site (per labourer)	R 300.00
14	Contractors late off site (per contractor)	R 1000.00
15	Contractors late off site (per labourer)	R 500.00
16	Blasting	R 10 000.00

BASSONIA ESTATE HOME OWNERS ASSOCIATION (NPC) ESTATE AGENTS ACCREDITATION AGREEMENT

Between

Registration/Identity number: _____

(Hereinafter "the Agent" duly authorised)

And

BASSONIA ESTATE HOME OWNERS ASSOCIATION (NPC)

(Hereinafter the "HOA")

THE AGENT HERBY CONFIRMS THAT:

1. It is in the possession of the following documents of the HOA:
 - a) Memorandum of Incorporation (MOI) and;
 - b) The Estate Rules.
2. It is aware of and understand the content of the abovementioned and hereby undertakes to:
 - a) Explain the content thereof to all purchasers and/or tenants;
 - b) Attach a copy of the above to the deed of sale/lease contract or any other contract that will allow transfer or occupation of any property in the Estate.
3. It is aware that a clearance certificate is required for lodgement with each transfer. Whether it be for the property, shares in a company or a close corporation or any contract that allows for this. The certificate can be obtained from the HOA's duly appointed managing Agent.
4. The sales agreement will contain the following clause:
 - a) The purchaser acknowledges that he/she is required upon registration, to become a member of the HOA and agrees to do so subject to the Memorandum of Incorporation.
5. The seller shall be required to ensure that in addition to all other conditions of title and/or subdivision referred to above the following conditions of title be inserted in the Deed of Transfer:

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- a) Every owner of the stand, or any subdivision thereof or any unit thereon, shall become and shall remain a *Member* of the HOA and be subject to its *Memorandum of Incorporation* until he/she ceases to be an owner as aforesaid;
 - b) Neither an erf or any sub-division thereof or any interest therein or any erf thereon shall be transferred to any person who has not bound himself to the satisfaction of the HOA to become a *Member* of the HOA and to be bound by the *Estate Rules*;
 - c) The owner of the stand or any subdivision thereof or any interest therein or any unit thereon, shall not be entitled to transfer the stand or any subdivision thereof or any interest therein or any unit thereon without a *Clearance Certificate* from the HOA that the provision of the *Memorandum of Incorporation* of the HOA has been complied with.
6. Under no circumstances shall the Agent, acting on behalf of the seller be allowed to misrepresent or allow to be misrepresented the rules and/or conditions of the Estate or the rights attached to a stand. In particular, no false claims are to be made in respect of common property.
7. The Agent agrees to abide by the Estate Rules and the provisions of this agreement.

I/we, the undersigned, on behalf of _____ "the Agent"

_____ Name & Signature	Contact Number _____
_____ Name & Signature	_____
_____ Name & Signature	_____
_____ Name & Signature	_____

ACCREDITATION PROCEDURES:

- 1. Estate Agencies wishing to apply for accreditation to operate within the HOA are required to complete the application form and submit this to the estate Manager for consideration at the first available meeting of the Board of Directors.
- 2. The Board of Directors will consider the application for approval and decide whether or not it will permit such accreditation. In the event that the request for accreditation is declined, no correspondence will be entered into nor will explanations given by the Board of Directors for declining such application.
- 3. Approval will only be granted to Estate Agencies that have a valid Fidelity Fund Certificate as issued by the Estate Agency Affairs Board, which certificate together with certified copies of the identity documents of all Agents in its employ must accompany the accreditation application.
- 4. The Estate Agency seeking accreditation must complete the relevant documentation supplied by the HOA and must nominate their Agent(s) in writing by completing the relevant section of the application for approval form, alternatively informing the HOA of any new Agents nominated to work in the Estate.

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5. The Accredited Estate Agency must supply the Estate Manager with the details of the properties on show in writing no later than 12h00 on a Wednesday preceding the Sunday show day and indicate details of the Agent who will be used, if applicable.
6. The Agent must, at all times, accompany any prospective buyer in and out of the Estate and normal access control clearance procedures will be applied. This provision shall apply to all multi-listed agents *mutatis mutandis*.
Procedures to be followed:
 - a) One agent will be stationed at the show house and a second agent in the visitor parking outside the Estate;
 - b) Any prospective viewer/buyer will be escorted to and from the show house by the second agent at all times.
7. An admin fee of R 1000.00 (One Thousand Rand) per Annum, per Estate Agency, is required to be paid to the HOA in advance before any business may commence. The annual period runs from 1 March to 28 February each year.
8. No part or pro-rata payments will be accepted during the annual period. Only the full R 1000.00 will be accepted regardless of the time of year that the Estate Agency becomes accredited.
9. Payment must be made within 14 days of invoice date. The HOA will not release confirmation of accreditation until such time as payment has been received.
10. Only current accredited Estate Agencies who are appropriately accredited in terms hereof and who have paid all the required fees may operate in the Estate under these procedures.
11. The HOA reserves the right to withdraw, cancel or not to grant the accreditation of an Estate Agency or any individual agent or representative of that Agency, at the discretion of the Board of Directors. This may result from a contravention of the Estate Rules, or for any other reason the Board of Directors believes serious enough to warrant cancellation. Should such a withdrawal occur, the HOA will be under no obligation to refund any part of the accreditation fee paid and no correspondence will be entered into. Furthermore the Estate Agent will be asked to leave the Estate with immediate effect.
12. No directional pointer boards are allowed to be placed in the Estate. These will be removed and confiscated by security and the accredited Estate Agent will be liable to pay the penalty set out in the Schedule of Fines and Penalties at B10.
13. Accredited Agents may display one "for sale" board per property subject to the provisions of the Memorandum of Incorporation and no "sold" boards will be permitted.
14. Entry into the Estate will only be through the Main Entrance.
15. This full procedure must be read and complied with in conjunction with the Estate Rules which can be obtained from the HOA.
16. The HOA may change these rules from time to time in terms of their powers which the homeowners mandated them to carry out as per the Memorandum of Incorporation.
17. Estate Agents managing properties within the Estate on behalf of owners, or owners renting out their own properties, shall be required to register such activity with the HOA.
18. Tenants and owners shall be required to sign an acceptance of the Estate Rules prior to any access being issued to them.
19. Before tenants can take occupation of any property in the Estate such tenant must be registered with the HOA via the Estate manager and copies of the lease agreement and identity documents of the tenants are to be provided, together with an acknowledgement that the tenant has read the Estate Rules and considers them binding. The HOA shall not provide any access to tenants until such time as the conditions contained in this clause have been met.
20. It is the obligation of the Estate Agent (or the owner in the case of private sales) to provide the prospective purchaser with a copy of the Estate Rules and obtain an acceptance signature from that purchaser. The HOA shall not provide a clearance certificate until such acceptance is received.