



Home Owners Association Blue Valley Golf and Country Estate

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BLUE VALLEY GOLF AND COUNTRY ESTATE HOA NPC Reg no. 1999/018250/08

MANAGEMENT AND CONDUCT RULES

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1. INTRODUCTION

1.1. General

The objective of the Blue Valley Home Owners Association (BVHOA) is to provide a high-quality lifestyle for the residents and the intention of these rules are to cater for the protection of this envisaged lifestyle. Happy and harmonious community living is only achieved when residents use and enjoy their private property as well as the Public Open Space and Common Facilities of Blue Valley Golf and Country Estate in a considerate manner. The pride of Blue Valley Golf and Country Estate depends on the extent of the contribution of every resident towards maintaining a pleasant and safe environment as well as a neat and attractive streetscape. The security of Blue Valley Golf and Country Estate is regarded as of paramount importance.

These rules have been established in terms of the Memorandum of Incorporation (MOI), previously known as Articles of Association and Memorandum of Agreement of the Blue Valley Golf & Country Estate Home Owners Association (BVHOA) and are binding upon all residents, visitors, golfers, tenants or any other stakeholder in Blue Valley Golf and Country Estate. Residents are also bound by any decision taken by the Board of Directors in interpreting and enforcing these rules. In respect of the interpretation of these rules, the decision of the Board is final and binding, subject to the provisions of clause 28. In the interpretation of any rule, words will carry the normal meaning, as generally found.

1.2. Disclaimer

Any person wishing to enter Blue Valley Golf & Country Estate and/or make use of the Golf Club, Public Open Spaces or Common Facilities in Blue Valley Golf and Country Estate does so at his/her own risk. The BVHOA and its members, agents, employees and appointees, shall not be liable for any injury, loss or damage sustained by any owner, resident, or any other person or property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees of the BVHOA. Without derogating from the above, all entrants to Blue Valley Golf and Country Estate make use of the streets thereon, whether public or private, at his/her own risk. Whilst every effort is made to secure and monitor Blue Valley Golf and Country Estate, the BVHOA and registered owners, all their agents, employees or appointees shall not be deemed to have warranted the safety of any owner, resident or other persons or property (whether moveable or immovable) on Blue Valley Golf and Country Estate.

1.3. Warning

Blue Valley Golf and Country Estate has a security system comprising of perimeter security with surveillance capabilities, access control with surveillance capabilities and physical patrolling. The electrical fence system has a detection purpose only and serves as a deterrent and 1st line of defence only. Owners are still responsible to protect their property in case of the unforeseen. Blue Valley Golf and Country Estate boundary fence is electrified and could cause injury if touched.

2. **BINDING NATURE OF THE RULES**

- 2.1. These rules and the duties of an owner in relation to the use, occupation and enjoyment of his/her erf and the use and enjoyment of the Golf Course, Public Open Spaces and Common Facilities shall be binding on all owners, residents and other stakeholders, and it shall be the duty of the owner of the erf to ensure compliance with these rules by the lessees or other occupants of his/her erf, including the family members, guests, visitors, workers, building contractors and other contractors of the owner or resident.
- 2.2. In the event of any breach of these rules by an owner or other resident or the family members, guests, visitors, workers, building contractors or other contractors of the owner or resident, such breach shall be deemed to have been committed by the owner. Without prejudice to the afore going, the Board shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the owner. Any contravention of these rules by any person who gains access to Blue Valley Golf and Country Estate under the authorisation of an owner shall be deemed to be a contravention by the owner.
- 2.3. Should the owner or other resident of an erf or the family members, guests, visitors, workers, building contractors, service providers or other contractors of the owner or resident cause damages to the Golf Course, Public Open Spaces and/or Common Facilities, the owner of the erf shall be liable to the BVHOA for the costs of repairs.
- 2.4. The owner of the erf shall be liable for and pay all legal costs, including costs as between attorney and own client and expenses and charges incurred by the BVHOA in enforcing compliance with these rules and the Board may add all legal costs, expenses and charges incurred by the BVHOA to the levy statement of the owner and recover the legal costs, expenses and charges from the owner as a levy debt.
- 2.5. The Board shall have the right in the event of a breach of a rule by an owner, his family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, (and without any notice should the Board in their discretion deem that no notice is warranted) to take such action against the defaulting owners as they deem fit on behalf of the HOA.

3. **DEFINITIONS AND INTERPRETATION**

- 3.1. In these rules, unless the context indicates otherwise, the following words and expressions shall have the following meaning:
- 3.1.1. **MOI** shall mean Memorandum of Incorporation, published in terms of the Companies Act 71 of 2008, which in the past was Articles

meaning the Memorandum and Articles of Association of the BVHOA as amended from time to time.

- 3.1.2. Building contractor shall mean any person who engages in the construction of a new dwelling or additions to, or the alteration or renovation of an existing dwelling or the erection of a pergola, fence or boundary wall or retaining wall or the laying of paving, building of a swimming pool or any other structure, whether for him/herself or on contract or subcontract for an owner and shall include all personnel of such building contractor.
- 3.1.3. Building plans shall mean the building plans for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of an existing dwelling or for the erection of a pergola, fence or boundary wall or retaining wall or the laying of paving or building of a swimming pool, re-painting of a house or any other structure.
- 3.1.4. Common facilities shall mean those facilities erected or constructed by the BVHOA or Developer on its property, which includes, inter alia, the golf course, clubhouse, security buildings, tennis courts, squash courts, change rooms and maintenance facilities that may be used by all residents for the purposes and on the conditions determined by the Board from time to time.
- 3.1.5. Controlling architects shall mean the architects appointed from time to time by the Board for aesthetic control of all building plans prior to submission thereof to the Town Council for approval.
- 3.1.6. Board of Directors shall mean the Directors appointed and elected from time to time in accordance with the provisions of the MOI and hereafter referred to as the Board.
- 3.1.7. Employee shall mean any person employed on a temporary or regular basis in Blue Valley Golf and Country Estate by the BVHOA, the Managing Agent or the Estate Manager.
- 3.1.8. Erf shall mean an erf in Blue Valley Golf and Country Estate.
- 3.1.9. Estate shall mean the township area Kosmosdal and its proclaimed extensions, commonly referred to as Blue Valley Golf & Country Estate.
- 3.1.10. Estate manager shall mean the Manager of the Blue Valley Golf and Country Estate as may be appointed by the Directors.
- 3.1.11. Levy shall mean the monthly subscription levied by the Board in terms of the MOI to defray the costs of managing and administering Blue Valley Golf and Country Estate.
- 3.1.12. Managing agent shall mean the person or entity appointed by the Board to assist it with the day-to-day administration of Blue Valley Golf and Country Estate, its affairs, transactions and finances.
- 3.1.13. Town Council shall mean the City of Tshwane Town Council and its successors in title.
- 3.1.14. Owner shall mean the registered owner of an erf in Blue Valley Golf and Country Estate.

- 3.1.15. Public open spaces shall mean the land registered in the name of the BVHOA reserved for the purposes of parks, sport, playing, resting or other forms of recreation, the access to which is controlled by the Board including gardens.
 - 3.1.16. Resident shall mean any person residing in the Golf Estate, irrespective of whether he/she is an owner, a family member or the relative of an owner, or a tenant or boarder occupying property of an owner in terms of a lease or any other agreement.
 - 3.1.17. Stakeholder shall mean a person, group organization that has property in Blue Valley
 - 3.1.18. Residential Design Guidelines for the control of building activities shall mean the rules to control all building activities in the Golf Estate for compliance by all owners, building contractors and service providers which rules shall form part of these rules.
 - 3.1.19. Service provider shall mean any person who performs a maintenance, installation or repair service in connection with a property in the Estate, whether for him/herself or on contract or subcontract for a resident or the BVHOA.
 - 3.1.20. Management and conduct rules shall mean rules of conduct, including all other rules, guidelines or directives.
 - 3.1.21. Worker shall mean the domestic worker or gardener employed by a resident.
 - 3.1.22. Developer shall mean Mitrajaya Development.
 - 3.1.23. Golf Club shall mean Blue Valley Golf- and Country Club.
 - 3.1.24. BVHOA shall mean the Blue Valley Golf & Country Estate Home Owners Association, Reg. No 1999/018250/08, established in terms of Section 21 of the Companies Act.
 - 3.1.25. Golf Estate shall mean the Blue Valley Golf and Country Estate
 - 3.1.26. Penalty is the monetary amount imposes on a Resident or Owner who transgress any of the rules as set by the Board
 - 3.1.27. Biometric Access is any form of physical identification of a person including finger print, voice, eye or other identification system unique to an individual.
 - 3.1.28. Waive System is the current residential identification system in place
 - 3.1.29. Security and Security Officers means the guarding company and its staff employed by the BVHOA from time to time and will operate within a set of Standard Operating procedures
 - 3.1.30. Building site means a erf in Blue Valley Golf Estate that is under construction and nor ready for occupation
 - 3.1.31. Service Provider means any person or Company that render a specific service to either residents or the BVHOA
- 3.2. The headings to these rules are for convenience of reference and shall be disregarded in construing these rules.

- 3.3. Unless the context clearly indicates a contrary intention:
- 3.3.1. Words importing the singular shall include the plural, and vice versa;
 - 3.3.2. Words importing the masculine gender shall include the feminine and neuter genders, and vice versa; and
 - 3.3.3. A reference to natural persons shall include trusts, partnerships and other legal persons and vice versa.
- 3.4. Where figures are expressed in words and in numerals in a rule, the words shall prevail if there is any conflict between the two.
- 3.5. Words and expressions used herein and, in the MOI, shall have the meaning assigned to it in the MOI.
- 3.6. If any Rule is in conflict with a provision of the MOI, the provision of the MOI shall take precedence.
- 3.7. When any number of days is prescribed in these rules, and the exact reckoning of these days are not prescribed, then the number of days shall be reckoned exclusive of the first and inclusive of the last day, unless the last day falls on a Saturday, Sunday or a proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- 3.8. The annexures to these Rules shall be deemed to be incorporated in, and form part of, these Rules.
4. **SECURITY**
- 4.1. **Security Rules**
In the interest of providing an effective security system, residents shall at all times adhere to the security rules as prescribed from time to time, and residents shall at all times respect and treat the security personnel in a courteous and patient manner.
- 4.2. **The golf estate security is designed to function as follows:**
- 4.2.1. The Golf Estate shall provide an access control system, which shall be manned 24 hours per day. As all stakeholders are responsible for security residents have to ensure the safety and protection of their own private property as well.
 - 4.2.2. On application, residents will be issued with finger print access only to gain access to the Golf Estate.
 - 4.2.3. Only under extreme circumstances (no fingerprint possible due to age, sickness, chemotherapy, etc.) a tag will be issued to resident. Resident needs to apply for access by tag and needs to be approved by BVHOA. This privilege will be terminated without any warning should a tag holder abuse his/her privilege, etc. issue tag to another person other than him/herself.

- 4.2.4. Residents who are not in possession of finger print access must make use of any other Biometric Access system available as determine by the board from time to time every time they wish to enter the Golf Estate.
- 4.2.5. Building contractors and other contractors having business in the Golf Estate together with their permanent and temporary workers have to conform to the standing access procedure as determined by the Board from time to time. Building contractors shall furnish the Estate Manager with all the documentation for all their and their sub-contractors' personnel as may be required including police clearance if and when required.
- 4.2.6. At night, the Golf Estate will be patrolled on a random basis by security guards.
- 4.2.7. All residents, domestic workers, golfers and other stakeholders who reside or work on the Golf Estate must register with the HOA and complete the required data sheets.
- 4.2.8. The perimeter wall and electric fencing serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Golf Estate. Residents are to also make their own provisions and take their own precautions to protect their property, families and visitors to the Estate.

4.3. **Private security**

Residents may employ private security companies should they wish to do so, but this however in no way excludes them from their obligations to the BVHOA. All private security is the responsibility of the resident. Residents must ensure that no more than one security board is placed on the perimeter wall of an erf. The BVHOA will remove, and dispose of any excess boards.

4.4. **Access and egress control**

4.4.1. The entrance to the Golf Estate has been equipped with a computerised access control system for the safety of residents. The co-operation of all residents is needed to ensure the successful operation of the system. Residents shall comply with the access control procedures resulting from these and associated access control rules.

4.4.2. Tail gating of any vehicles at any entry/exit boom is prohibited and liable to a penalty.

4.5. **Preconditions for finger print access**

Biometric Access (Currently finger print access) may only be issued to residents if their financial liabilities towards the BVHOA have been met in full. Levies must be paid up to date before access can be issued. Finger print access of persons who fall in arrear with these payments will be disabled until their accounts have been settled within the agreed concessions of the current rules. The only alternative way that these persons could obtain access to the Golf Estate is by utilising the visitor management system.

This rule is as per the MOI and the Security Officers at the entrance have no discretion in this matter.

The identification documents of all applicants must be available for inspection by the Estate Manager. No Biometric access can be issued to a person without a valid identification document and applicable application form.

4.6. **Visitors to residents**

Visitors or guests of residents shall adhere to the instructions of Security to gain access to the Golf Estate in accordance to Current standard operational procedures.

4.7. **Domestic workers and gardeners**

Residents shall ensure that their domestic workers and gardeners are registered with the BVHOA and shall ensure that they adhere to the security measures as may be applicable from time to time.

4.8. **Alarm systems for houses**

All residents are encouraged to install at own cost an alarm system in their residence.

4.9. **Access by estate manager to erven / property / building sites**

After having received reasonable notice from the Estate Manager, an owner must allow a person authorized thereto by the Estate Manager to enter his Erf to prune trees, shrubs and plants which may interfere with the proper functioning of the security system or to repair or carry out maintenance of any pipes, wires, cables and ducts existing on the erf concerned and being used or capable of being used in connection with any Public Open Spaces or Common Facilities, including the Security System. The Estate Manager may gain access to erven for the aforementioned purposes during the absence of the resident from his property only by arrangement with resident.

For inspections to building sites the Estate Manager, management or appointee has the unconditional right to visit any site whenever it is convenient for the management to do so and to assess whether all the rules of the Estate is followed during building construction, maintenance and environmental inspections, etc.

4.10. **Absence from premises**

Residents are requested to inform the Estate Manager or Security when they are away from their premises for a period of time. Residents shall furnish the Estate Manager or Security with their contact details and/or the contact details of the person/s that will be occupying the premises during that time, to enable the Estate Manager or Security to contact the resident during his absence if needed. Although security will conduct patrols at these premises the BVHOA accepts no responsibility for the premises.

4.11. Aircrafts

For security reasons and the protection of privacy of residents, no Aircraft, including drones, are permitted to be operated over or land, on private or Estate property, including the Polo”

5. ESTATE BOUNDARY WALL AND FENCE

- 5.1. No person may damage or remove any part of the boundary wall or security fence.
- 5.2. No attachments may be made to the boundary wall or security fence without the prior written approval of the Estate Manager.
- 5.3. No signage whatsoever may be erected against or on top of the boundary wall or security fence.
- 5.4. Residents living on property adjacent to the Golf Estate boundary or perimeter must ensure that a minimum area of 1.5 metre on the inside of the brick wall or fence are kept clean of any flora or any other obstruction to ensure that the maintenance of the boundary wall and electric security fence and security patrolling can be carried out.
- 5.5. No resident may refuse access to their property if any form of maintenance (preventative or current) must be carried out to the boundary wall/fence or security related equipment (trimming of plants). Repairs and maintenance times will be coordinated with the Estate Manager. Residents must be cooperative regarding any fence / wall related issues, as this poses a major security risk and impacts on all residents within the Golf Estate.

6. SERVICE PROVIDERS AND BUILDING CONTRACTORS

6.1. Service Provider

- 6.1.1. A resident who wishes to employ a Service Provider for a single engagement or a series of irregular engagements must comply with the access procedures for service providers as approved and implemented by the Board from time to time.
- 6.1.2. Residents must inform the Security if they have engaged a Service Provider on a regular basis to perform a service at their property and provide the name of that Service Provider. A Service Provider who has regular engagements in the Golf Estate shall register with the Security by completing the prescribed application form, and may in the sole discretion of the Estate Manager be provided with access for themselves and their employees.
- 6.1.3. Services Providers may not place any sign advertising their business on any property.
- 6.1.4. A Building Contractor may be present in the Estate or operate only during the following working hours:

Monday to Friday : 07:00 – 18:00

In case of after hour emergency repairs to be performed the resident must inform the Security at the Main Entrance to obtain approval and access for that specific repair

6.1.5. An application for permission to work outside the normal working hours, together with the written consent of all adjacent neighbours, must be lodged with the Estate Manager at least 5 (five) working days prior to the intended work, unless the Estate Manager, in case of emergency, agrees to a shorter period.

6.1.6. Sundays and Public holidays and the period between 16 December and the 2nd week of January, are not normal working days/periods and no Service Provider or building contractor may work in the Golf Estate on these days/period. A Service Provider may, however, on written application and in the discretion of the Estate Manager be allowed to work on these days only if the application, together with the written consent of all adjacent neighbours, is lodged in writing to the Estate Manager for consideration and agreed to or not.

6.2. Building Contractor

6.2.1. The primary intention of these provisions is to ensure that all building activity at the Golf Estate occurs with the least disruption to the residents. In the event of uncertainty, the Building Contractor should communicate with the Estate Manager.

6.2.2. BVHOA has the right to impose a penalty and /or suspend any building activity, should there be an infringement of any Estate rule and the HOA accepts no liability whatsoever for any losses sustained by the Owner, Building Contractor or Sub-Contractor, as a result thereof.

6.2.3. The HOA accepts no responsibility or liability for any injury, loss of life, damage or loss of materials or equipment during building operations.

6.2.4. Entry to the Golf Estate by all Contractors is through the contractor's gate. All workers must be transported to and from the designated building site by vehicle. No pedestrian traffic of workers will be allowed.

6.2.5. Building activity, including installations and delivery of supplies will only be permitted during the following times:

Monday to Friday: 07:00 to 18h00 (Note: All contractors, deliveries and installations to be completed and personnel off the Estate no later than 18h00).

No work will be permitted on Saturdays, Sundays and Public Holidays.

- 6.2.6. In the case of emergency work to be performed outside normal working hours allowed for contractors an application can be made to the BVHOA, care of the Estate Manager for consideration. This decision is in the sole discretion of the BVHOA. Should such a request be granted the Estate Manager would issue the relevant contractor with a letter of authorization?
- 6.2.7. Before applying for the Occupation Certificate from the local authority a building Compliance Certificate must be obtained from the BVHOA. This certificate must accompany the Occupation Certificate application to the Local Authority. Take note that the electrical supply to the property will only be connected on the presentation of the Occupation Certificate. The BVHOA reserved the right to have any connection made without a valid Occupation Certificate disconnected.

7. TRAFFIC CONTROL AND USE OF ROADS

- 7.1. The roads of the Golf Estate are for the movements of all residents, whether by foot, or by mechanical means. Vehicles must yield to pedestrians, as pedestrians shall have the right of way.
- 7.2. Residents are to note that pedestrians may cross the roads at designated crossings in the Golf Estate. Such crossings have right of way and pedestrians should be allowed to cross before motorists. Motorists must always approach crossings with caution. Pedestrian crossings are to be regarded as yield signs. Should pedestrians be noticed at these crossings, motorists must bring their vehicles to a complete standstill. The Estate Manager has the authority to apprehend and penalise motorists who disregard these crossings.
- 7.3. Parents are solely responsible if their children are playing in roads. This behaviour must be discouraged.
- 7.4. Unless specifically stated otherwise in these rules, the normal statutory traffic laws apply in the Golf Estate in accordance with Regulations of the Road Traffic Act, Act 75/1984. Any transgression on the Road Traffic Act of South Africa, Act 75 of 1984 will be considered to be misconduct in terms of these rules.
- 7.5. A speed limit restricted to 40 km/h applies in the Golf Estate. Vehicles must at all times be operated with the utmost care in the Golf Estate. Vehicles may not be operated anywhere other than on the roads in the Golf Estate or on private property. No throughway through open stands will be allowed.
- 7.6. No unlicensed vehicle or non-roadworthy vehicle will be allowed to use the roads or Public Open Spaces in the Golf Estate.
- 7.7. No unlicensed drivers may be allowed to operate a mechanised vehicle on roads or Public Open Spaces in the Golf Estate.

- 7.8. Vehicles that, in the opinion of the Board, produce excessive noise will be prohibited from entering the Golf Estate and/or being operational in the Estate.
- 7.9. No "veldt" motorcycles, such as scramblers, quad bikes, three wheelers, etc. will be allowed to use the roads or Public Open Spaces if they would not be allowed on a normal public road. Only licensed and roadworthy vehicles will be allowed. Unlicensed vehicles must be transported by trailer or by LDV.
- 7.10. Use of the roads will be restricted in terms of noise emission and the Estate Manager has the sole delegated power to determine if a vehicle is unnecessarily noisy or not. The Estate Manager may bar the use of that particular vehicle from further use on the Golf Estate, until such time as the necessary modifications have been done to the vehicle. The Estate Manager must evaluate the vehicle prior to it being used again on the Golf Estate. If the permission to resume use has not been received, the offender will be penalised to an amount equal to the normal penalty for violations applicable at the time of transgression.
- 7.11. Users of Ride-on lawnmowers have to adhere to the same rules as depicted in 7.9 and 7.10 above. No such lawnmower, save for the official Golf Estate mower in use to maintain the Public Open Spaces will be allowed to utilise the roads or to be used as a mode of transport in the Golf Estate.
- 7.12. Vehicles may not be left unattended in such a manner that they may cause an obstruction to other road users.
- 7.13. Residents may temporarily park their vehicles on the designated parking bays, if available on the Public Open Spaces, but no vehicle may be stood, parked or stored on the vacant erven or Public Open Spaces permanently. The Board may cause to be removed or towed away, or the wheels to be clamped, at the risk and expense of the owner of the vehicle, including the payment of a release penalty in respect of the release of the vehicle, as determined from time to time by the Board, any vehicle, parked, standing or abandoned on the Public Open Spaces, roads or on a vacant erf in contravention of these rules.
- 7.14. Bicycles shall have preference in the usage of the Golf Estate roads over that of vehicles. Children and cyclists must however adhere to all the rules of the road as well as the rules of the golf estate authorities regarding road usage. Bicycles may not be operated on sidewalks, but may be used in the parks and on the pedestrian walkways, subject to the conditions imposed from time to time by the Board.
- 7.15. Skateboards, roller blades and similar may not be used on roads, sidewalks, Public Open Spaces and pedestrian walkways in the Golf Estate.
- 7.16. No motorised modes of transport of whatever nature, save for the Golf Estate maintenance vehicles are allowed in and on the designated paths or Public Open Spaces.

- 7.17. No shortcuts may be taken through open stands or by shortcutting and trespassing traffic rules at traffic circles.
- 7.18. Golf carts must be responsibly driven and in the control of a licensed driver at all times with no more occupants than designed for. Any claims that might arise in relation to the use of a privately owned golf cart on the Golf Estate will be the sole responsibility of the licensed driver and the registered owner of the privately owned golf cart. The minimum licence that is required is a Cat A licence (125cc motorbike licence)
- 7.19. Walkways are to the exclusive use of pedestrians and therefore no parking of vehicles is allowed on the walkways.
- 7.20. The unauthorised distribution of pamphlets, flyers, selling of goods door to door, etc., is not permitted.

8. PUBLIC OPEN SPACE AND COMMON FACILITIES

- 8.1. The Public Open Space and Common Facilities are for the benefit and use of all residents who shall use and enjoy the Public Open Spaces and Common Facilities in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other residents. The Public Open Spaces and Common Facilities are for the leisure and use of all residents and their guests, on condition that such use does not interfere with or negatively affect the rights of other residents.
- 8.2. The Board reserve the right of admission, use and enjoyment to the Public Open Spaces and Common Facilities. This right to deny a person admission will only be exercised in respect of any person who persistently breaches the provisions of these rules. Residents shall be responsible and accountable for the actions of their guests and must inform their guests and their children of these rules. The BVHOA reserves the right to have any person(s) not complying with these rules, removed from the Public Open Spaces and Common Facilities.
- 8.3. Residents shall comply with the following provisions, in respect of the use of the Public Open Spaces and Common Facilities:
 - 8.3.1. The Public Open Spaces and Common Facilities may not be damaged in any way.
 - 8.3.2. No trees or other flora may be removed from or planted on Public Open Spaces without prior written permission of the Estate Manager.
 - 8.3.3. All dogs must be on a leash when present on the Public Open Spaces and the excrement of the pet must be removed and suitably discarded by the pet owner.
 - 8.3.4. Pets may not be allowed to enter water features.
 - 8.3.5. No persons other than residents or their guests may use the walkways or Public Open Spaces.

- 8.3.6. The dams may not be used for fishing or swimming.
- 8.3.7. Vehicles may not be parked on Public Open Spaces, except in the designated parking bays.

- 8.4. The following conduct is prohibited or not allowed in public or on the Public Open Spaces, walkways and Common Facilities:
 - 8.4.1. The use of alcohol or illegal substance (drugs).
 - 8.4.2. Excessive noise is not allowed, and therefore no audible music, loud instruments or any other form or source of noise (including vuvuzelas, car hooters, etc) will be allowed.
 - 8.4.3. No motorised bikes, scooters, quad bikes, or motorised toys are allowed.
 - 8.4.4. No braais or open fires are allowed.
 - 8.4.5. No temporary or permanent structures, including tents, display boards or the like, that is not part of the approved landscaping may be erected. Temporary permission for temporary structures may however be granted by the Estate Manager upon application by a resident, including for items such as inflated jumping castles. The location, noise levels etc. will be some of the criteria evaluated by the Estate Manager, before permission is granted.
 - 8.4.6. Tampering with and unauthorised use of any equipment or written notices located in or on the Golf Estate, construction sites or on the Public Open Spaces is not allowed, and strong action will be taken against such offenders, which may include laying criminal charges against offenders. Damage caused by residents or their children and guests will be for the account of the owner.
 - 8.4.7. No rubble or refuse should be dumped or discarded on the Public Open Spaces or on vacant stands or on erven. Contraventions will be punishable with prosecution by way of the City Council's bylaws. Furthermore, the Board will remove the rubble or refuse and, in the case, where the perpetrators are known, will do so at the costs of the perpetrator.
 - 8.4.8. Littering of any kind is strongly prohibited and a penalty will be issued for this offence. The Estate Manager may issue spot penalties for dumping or littering. A particular appeal is made to residents to develop the habit of picking up and disposing of any litter encountered on the Public Open Spaces.
 - 8.4.9. Fauna and Flora of any nature may not be harmed or trapped on any Public Open Spaces, be it by people or by dogs.
 - 8.4.10. Swimming pool water may not be emptied onto the Public Open Spaces but must be channelled into the storm water system. Permanent ducting has to be installed by residents who install pools on their premises.

- 8.5. Public Open Spaces and Common Facilities are used at own risk. Any person present in the Golf Estate or using any of the Public Open Spaces and Common Facilities does so entirely at his own risk.
- 8.6. No person shall have any claim against the BVHOA of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The BVHOA, the Board and the Estate Manager shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the Golf Estate nor for any act done or for any neglect on the part of the BVHOA or any of its agents, employees or appointees.

9. **NOISE AND NUISANCE**

- 9.1. The volume of music or electronic instruments should be tuned to an acceptable noise level so as not to be nuisance to adjacent properties.
- 9.2. Owners are reminded that their conduct at all times is governed in any event by The Local Municipality of Tshwane by - laws which stated, no persons shall disturb the public peace in a street of public place, or on private premises by making noises or causing them to be made by shouting, quarrelling, fighting, singing or playing any type of musical or noise-creating instrument or gramophone, or by means of a radio, loud speaker or similar device, or by riotous, violent or immoral behaviour
- 9.3. Partying has to be conducted with the minimum noise generation and no music, noise or merrymaking may be heard outside the boundaries of the applicable stand, between 23:00 and 07:00. Prior notification to management of an imminent party/function should be made. Parking of visitors for parties must not infringe on neighbours.
- 9.4. As security can only act as a mediator regards noise and nuisance complains, residents are encouraged to address complaints of disturbances to the person causing such disturbance, and if no positive response is received then to contact the Metro Police or SAPS. Any noise above 6.5 decibels is considered a disturbance.
- 9.5. The DIY mechanical maintenance of resident's vehicles must be conducted out of sight from the Estate roads and Public Open Spaces and may never cause disturbance and intrusion to neighbours and/or other residents. Test-driving of serviced vehicles, should best be conducted outside the Golf Estate.
- 9.6. The prescriptions of 9.4 apply mutatis mutandis to the DIY maintenance of any internal combustion engine vehicle, craft or implement.

- 9.7. The use of power equipment like saws, drills etc., lawnmowers, bush cutters, weed eaters and the like (electric mowers are preferred), will only be indulged between the following hours:

May – August	07:30 – 18:00
September – April	07:00 – 19:00

Sundays are regarded as “private time” and such activities and use of powered implements are restricted to mornings, i.e. only between 09:00 – 12:00.

- 9.8. No fireworks will or may be set off within the boundaries of the Golf Estate. As the discharge of fireworks has been prohibited by bylaw, criminal charges will be brought against any perpetrator and a penalty will be levied by the Board
- 9.9. Discharging a firearm in a residential area is prohibited by Town Council by-laws and therefore, prohibited in the Golf Estate. Criminal charges will be instated in all cases of unlawful firearm discharges or threatening any person with a firearm. Discharge of a firearm for any purpose or reason other than self-defence and emergencies will be met with criminal charges and the perpetrator will be penalised by the Board.
- 9.10. No person may damage neighbours and other property, in any form whatsoever.

10. **MAINTENANCE OF BUILDINGS AND STRUCTURES, GARDENS AND VACANT STANDS**

10.1. **Maintenance of buildings and structures**

Each owner of an erf shall maintain the buildings, outbuildings, boundary walls, retaining walls, fences and other structures on his erf in a neat and tidy condition and in a state of good repair. If an owner of an erf fails to repair or maintain the buildings and structures on his erf and any such failure persists for a period of 7 (seven) days after the giving of written notice to repair or maintain given by the Board, the Board shall be entitled to remedy the owner’s failure and to recover the reasonable cost of doing so from such owner. The expenses incurred by the Board shall be deemed to be part of the levies due by the owner and the Board may recover it from the owner as a levy debt.

10.2. **Maintenance of gardens**

Each owner of an erf shall, in respect of his erf maintain a garden in a clean and neat condition, this includes garden areas on both street and golf course sides of any house that must be kept clear and uncluttered. If an owner of an erf fails to adequately maintain his garden in a clean and neat condition, and any such failure persists for a period of 7 (seven) days after the giving of written notice by the Board, the Board shall be entitled to remedy the owner’s failure and to recover the reasonable costs of

doing so from such owner. The expenses incurred by the Board shall be deemed to be part of the levies due by the owner and the Board may recover it from the owner as a levy debt.

10.3. Maintenance of vacant stands

Vacant stands will be cut on a regular basis by the appointed landscape contractor at no cost to the owner. Cost for cutting proclaimed vacant stands will be part of the annual budget.

11. USE AND MAINTENANCE OF STREETScape AND SIDEWALKS

11.1. Kerbsides and sidewalks are the responsibility of the owner of the erf. On occupation of an erf, the owner has to level, clean and establish a sidewalk. Sidewalks should preferably only be covered with grasses such as lawn, kikuyu, Canada Green, etc. to allow free access to pedestrians, even during construction time of a house. The fact that servitudes are registered in the name of the Town Council for essential services on sidewalks should be acknowledged at all times. The Board have an obligation towards road safety, especially towards pedestrians and therefore the Board may erect walkways on sidewalks in areas deemed necessary for protection of pedestrians.

11.2. In the event of non-compliance with rule 11.1, the Estate Manager will prepare the sidewalk and plant some with kikuyu or other lawn and the cost thereof will be deducted from the building deposit or added to levy account of the owner. The owner will be given 7 (seven) days prior notice, before the Estate Manager will commence with the preparation of the sidewalk. No further notice will be given thereafter and the work will commence and be completed forthwith.

11.3. Residents are responsible for maintaining trees, plants and shrubs planted on their kerbside by the BVHOA. Lawn must be kept short and edges trimmed. Hedges must be suitably shaped and may not consist of poisonous or pungent plants. The neglect to do so will result in the Board affecting the necessary maintenance, and the cost charged to the owner. Notice to such effect will be given at least 7 (seven) days prior to execution thereof in order to have the owner placed in a position to rectify same at his own expense.

11.4. Garden fences or walls and outbuildings, which form part of the streetscape, must be maintained and painted where necessary. The neglect to do so will result in the Board affecting the necessary upkeep, repairs or replacements or painting of structures, and the cost charged to the owner. Notice to such effect will be given at least 7 (seven) days prior to execution thereof in order to have the owner placed in a position to rectify same at his own expense.

11.5. No trees, plants or sidewalk lawn may be removed without the permission of the Estate Manager. Planting of shrubs, trees, flowers or plants should not interfere

with pedestrian traffic or obscure the vision of motorists. Should trees be planted on sidewalks, owners must liaise with the Estate Manager to prevent trees being planted on top of sewer and water main lines.

- 11.6. Residents must ensure that declared noxious flora is not planted or growing on their sidewalks or in gardens as well as to adhere to the indigenous Plants and Protection Act, Act 185 of 2000.
- 11.7. Parking on sidewalks and walkways should be minimised to allow free passage to pedestrians. Sidewalks may not be used as storage facility for sand, top-dressing, gravel, bricks etc. It is the responsibility of the owner of the erf, to clear the sidewalk within one working day, from date of accidental delivery thereon, in order to avoid penalties.
- 11.8. Damage to the kerbside, traffic signs, lamp posts, meter boxes and other road marks, will be for the account of the offender or the owner of the erf concerned. The need for repairs of such damages is to be reported to the Estate Manager as soon as possible.

12. **UNSIGHTLY OBJECTS**

- 12.1. Residents may not cause or allow any object to be exposed on their property (street side sewerage pipes in front of single storey houses included), which could, in the opinion of the Board, be considered unsightly or detrimental to the appearance of the Estate when viewed from outside the property.
- 12.2. A washing line must not be erected, and washing may not be hung out, in such a way that it is visible from a road, golf course or the Public Open Spaces.
- 12.3. No washing may be hung from windows, or balconies or boundary walls.
- 12.4. No washing may be conducted in streams, pools or on the outside of buildings.
- 12.5. Residents may not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of their property so that it is visible from outside the property without the written consent of the Board.
- 12.6. Trailers, boats, Wendy houses, tool sheds, equipment, tools, engine and vehicle parts as well as accommodation for pets should be sited out of public (street) view. Caravans may not be visible from public view (street view) and be screened behind gates or walls within the boundary/perimeter of the stand.
- 12.7. Building material may not be dumped on the sidewalks under any circumstances, notwithstanding the fact that construction is in progress or that refuse or rubble removals have been ordered. All building materials / waste will be kept on the stand, within the building perimeter, at all times.

- 12.8. Garden refuse, other rubbish, building waste or rocks may not be dumped on vacant properties and will be removed at the cost of the owner. The costs of contracted removal will be added to the owner's levy account.

13. **REFUSE REMOVAL**

- 13.1. Refuse removal is the responsibility of the resident.
- 13.2. The timetable and prescriptions for domestic refuse removal, as published by the Town Council will apply and residents will have to place their refuse containers in the demarcated areas and during the indicated time periods
- 13.3. Refuse bins may be placed on the sidewalk only in the morning of the day for which refuse collection is scheduled. If refuse is for whatever reason not collected on the scheduled day, the resident must remove the bin to a place where it cannot be reached by foraging pets. Refuse bins have to be removed from sight as soon as possible after collection and emptying by the refuse removal company. If not, BVHOA reserves the right to collect and store bins and a release fee as determined by BVHOA from time to time will be charged to the owner's levy account.
- 13.4. General garden refuse may not be placed on the kerbside or sidewalk, except if a collecting agent will remove it within a period of 8 hours. Prior to the engaging the services of a collecting agent, the Estate Manager must approve such collecting agent and they will have to register for access and security control according to the rules applicable to service provider.
- 13.5. No garden refuse may be dumped on erven, empty stands or on the Public Open Spaces. Any refuse unlawfully dumped, will be removed by the Estate Manager and the cost of such removal will be for the account of the owner and/or resident.
- 13.6. Refuse may never be burnt.

14. **KEEPING OF PETS**

- 14.1. A resident may not keep the following on his erf:
- 14.1.1. Any poisonous, exotic or other undomesticated or wild pets; or
 - 14.1.2. Poultry, pigeons, aviaries or livestock.
- 14.2. A maximum of 2 (two) dogs or 2 (two) cats may be kept on an erf.
- 14.3. The Town Council by-laws relating to pets will be strictly enforced (Refer to appendix H for extracts of the by-laws). Contravention of same, will result in prosecution, penalties or in persistent contravention cases, legal action will be taken with a view to obtain an order against a resident to comply. Legal costs will be recovered from the owner of the property.

- 14.4. Every pet must be registered with the HOA and need to be microchipped or wear a collar with a tag indicating the name, telephone number and stand number of its owner. Stray pets without identification microchips or tags will be apprehended and handed to the municipal pound or SPCA. If the owner is identified, a penalty will be issued against the owner for having identification on their pet.
- 14.5. No pets are allowed to roam the streets. Roaming pets will be removed immediately, without notice to the pet owners and be handed to the SPCA. In the event of the owner being known to the Estate Manager, or if the pet owner become known to the Estate Manager, a warning letter and/or penalty may be levied, depending on the circumstances leading to the animal being outside of the owner's erf.
- 14.6. Residents may not neglect their pets by, for example, leaving them to fend for their self or failing to provide them with medical attention. No person may inflict physical cruelty on a pet or subject it to violence unless in cases of self-defence against an imminent danger.
- 14.7. Dog pets may only be walked on a leash on the Public Open Spaces. Penalties will be levied against owners walking their dog pets without a leash.
- 14.8. Residents must at least once a day remove any defecation of pets from their erven. The pet owner is responsible to immediately remove any excrement of the pet from the Public Open Spaces and/or the erven of other residents. Penalties will be levied against owners who do not remove the excrement of their pets.
- 14.9. The pet owner will be responsible for any damage or injury to property, persons or other animals within the Golf Estate by his/her dog/s.
- 14.10. All residents are required to call security to report roaming dogs or dogs walked by an owner without a leash.
- 14.11. All participants in the various Blue Valley social media groups should refrain from quoting violent acts in dealing with pet dogs. Penalties will be levied against offenders.
- 14.12. Pet owners are to have updated medical clearance certificates for their vets. Pets should have at least two annual check-ups.

15. **LETTING OF PROPERTY AND USE OF ERVEN**

- 15.1. In order to ensure that prospective purchasers are correctly informed about the Estate, and to avoid the proliferation of unsightly signage, owners shall be advised to employ an agent duly registered by the BVHOA for re-sales and letting.
- 15.2. All lessees of property in the Estate and other persons granted rights of occupancy by the owner of the erf are obliged to comply with these rules, notwithstanding

any provision to the contrary contained in, or the absence of any provisions, in any lease or any grant of rights of occupancy.

15.3. Upon concluding a lease agreement and before the lessee takes occupation of the erf, the owner shall furnish the administration office with the following documentation:

- 15.3.1. A copy of the lease agreement.
- 15.3.2. A copy of the identity documents of the lessee.
- 15.3.3. A letter of confirmation that background checks was conducted on the lessee.
- 15.3.4. Any further information and documentation as may be required.
- 15.3.5. Signed acknowledgement from owner and lessee that the lessee understands the conduct rules of the estate and should the lessee not adhere to these guidelines the lease agreement may be terminated by the owner in accordance to the process within the lease agreement.

15.4. An owner and/or lessee must ensure that all members of his family and his tenants, boarders, visitors, guests, workers, building contractors, contractors, service providers and persons delivering to their property comply with these rules.

15.5. If an owner sells or lets his property or any part thereof, he or she must ensure that the buyer, tenant or boarder is provided with a copy of the Management and Conduct rules as well as the penalty Schedule. By doing so the BVHOA take it that the new owner or Tenant did receive these documents.

15.6. Residents shall not use their properties or any part of the Public Open Spaces or Common Facilities, or permit it to be used, in any manner or for a purpose that will cause a nuisance or create a disturbance, or that will be injurious to the reputation or image of the Golf Estate.

16. BUSINESS ACTIVITIES

16.1. No person may conduct a business or practice a trade on or from a residential erf in the Golf Estate, without the prior written approval of the Board and the Town Council. The Estate Manager does not have the authority to allow or approve business rights on the Golf Estate. The following business are prohibited in the Estate:

- Bed and breakfast
- Hotel
- Bottle store
- Hang out" spot
- Party Venue;
- Restaurant

- 16.2. All applications to conduct business activities from erven within the Golf Estate must be submitted in writing, to the Estate Manager, who will place the application to be heard, on the next ensuing Board meeting. Results will be received by way of Board Resolution within a reasonable time from date of the Board meeting. The Board's decision is final and no appeal is possible. Re-application will be entertained, in the event of new or additional information becoming available. The application must specify the nature and details of the business and should be renewed on an annual basis.
- 16.3. If an applicant is not an owner of the erf concerned, written permission of the owner for such application must accompany the application.
- 16.4. The following are criteria that will be taken into consideration when the Board entertains an application:
- 16.4.1. Will the business cause an influx of visiting vehicles onto the Golf Estate?
 - 16.4.2. Will the business generate noise and what would the extent of the noise be?
 - 16.4.3. What would the effect of the business on the immediate neighbouring stands be?
 - 16.4.4. Will the business enhance the desirability for criminal elements (Jewellery manufacturing etc.)?
 - 16.4.5. Would the business be dependent on advertisement and high visibility?
 - 16.4.6. Is the business beneficial to the general character of the Golf Estate?
 - 16.4.7. Would the business enhance the desirability of the Golf Estate, for prospective investors?
 - 16.4.8. Will the business enhance the general value of the Golf Estate, not have any effect on it, or be detrimental thereto?
 - 16.4.9. Would the business require additional building construction on the intended premises?
 - 16.4.10. Did the direct neighbours of the applicant consent to the conducting of the intended business on the applicant's erf?
 - 16.4.11. Is there adequate parking as to prevent sidewalk parking?
- 16.5. No signage or advertisement of any business may be displayed on an erf or on the Public Open Spaces.
- 16.6. No business activity or hobby, which would cause aggravation or nuisance to other residents, including auctions and jumble sales may be conducted in the Estate.
- 16.7. The following rules are applicable to a business undertaking conducted from a residential dwelling when approved:
- 16.7.1. A person practicing an occupation must occupy the dwelling unit.

- 16.7.2. A maximum of 25% of the gross floor area of the dwelling place shall be utilized for the business, provided that such area shall not exceed 60 square meters.
- 16.7.3. The storage of goods of whatsoever nature, reasonably essential for such home undertaking shall only take place within the area contemplated in paragraph 16.6.2 above.
- 16.7.4. The display of goods contemplated in paragraph 16.6.3 hereof is to be positioned in such a way inside the dwelling place that it is not visible from the outside.
- 16.7.5. The loading and off-loading of goods contemplated in paragraph 3 hereof by means of a private motor vehicle or commercial motor vehicle with a mass not exceeding 3500kg, loading capacity included and a maximum length, width and height of 5,5 meters, 1,8 meters and 2,1 meters respectively, and of which only one such vehicle may be parked regularly at the dwelling place out of sight of the street.
- 16.7.6. Parking of mentioned vehicle overnight on the premises is prohibited except if parked in a lock up garage. All motor vehicles of visitors to parked on the premises. No parking whatsoever will be allowed on the pavement.
- 16.7.7. No parking of motor vehicles shall impact on neighbour's premises and/or pavements whatsoever.
- 16.7.8. No more than 2 (TWO) employees in a maintenance or support role or 2 (TWO) agents may be employed unless the Local Authority as well as the BVHOA, has given prior written consent.
- 16.7.9. NO disturbance or noise, smell, radioactive or air pollution or annoying situation, which may cause public discomfort, will be allowed.
- 16.7.10. No occupation may be practiced from outbuildings unless the Local Authority has given prior written consent and the BVHOA has been informed accordingly.

17. **ARCHITECTURAL STANDARDS**

- 17.1. Building according to approved standards obviates the necessity of making costly changes at a later stage.
- 17.2. All building plans should be in accordance with the Residential Design Guidelines applicable to the estate, and must be approved by the by the HOA prior to Town Council submission. This requirement is also applicable to any additions and alterations to existing structures and dwellings.
- 17.3. 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 property frontage.

- 17.4. Properties fronting the golf course are to be erected in terms of the specifications laid down by the HOA.
- 17.5. Lean-tos and temporary carports are not permitted.
- 17.6. Roofing materials for patios, carports and outbuildings must be approved by the HOA.
- 17.7. Plans for swimming pools, golf ball nets, boat lifts, generators and solar panels must be submitted and approved by the HOA and Council, as per any other external building works, before work may commence.
- 17.8. Pools must be protected by a compulsory 1.2m fence and safety nets or covers at all times.

18. TV DISHES

Only the standard size TV dishes can be installed to a house, preferably not visible from the street side. No bigger size TV dish or similar can be installed without the written permission from the BVHOA.

19. SOLAR GEYSERS

Solar geysers may be erected, after approval of the BVHOA, to roofs in the form of a flat solar panel. The tank of the geyser must be underneath the roof between the trusses. If the solar geyser is installed with a visible tank from the public street view, it must be covered from any form of visibility from the street- or golf course side.

20. BUILDING PERIOD

The following conditions are registered against the title deed of the property, in terms of which the Purchaser takes title to the property:

- 20.1. The property may not be transferred by the Transferee, of the first instance or any successors in title without the written consent of MITRAJAYA DEVELOPMENT (PROPRIETARY) LIMITED confirming that:
- 20.2. This title condition is no longer applicable and may be omitted from every subsequent transfer; or
- 20.3. The said transferee has to, within two (TWO) years of registration of the property into the name of the said Transferee or within such extended period as MITRAJAYA DEVELOPMENT (PROPRIETARY) LIMITED at its sole discretion may allow in writing, erect and complete buildings on the Property to the reasonable satisfaction of MITRAJAYA DEVELOPMENT (PROPRIETARY) LIMITED, failing which MITRAJAYA DEVELOPMENT (PROPRIETARY) LIMITED shall be entitled to:

- 20.3.1. Claim that the property be re-transferred to MITRAJAYA DEVELOPMENT (PROPRIETARY) LIMITED at the cost of the said Transferee, against the payment of the original purchase price or at prevailing market price at the sole discretion of MITRAJAYA DEVELOPING (PROPRIETARY) LIMITED, interest free; or
 - 20.3.2. Alternatively, to claim 15% (FIFTEEN PERCENT) of the original purchase price, plus VAT, from the said Transferee despite the Transferee having taken transfer.
- 20.4. Furthermore, the transferee has 12 months from the date the BVHOA issued the owner with a clearance certificate to complete his/her building project. If the dwelling is not completed within the 12 months a penalty levy will be imposed.

21. LEVIES AND OTHER MONIES DUE TO THE BVHOA

- 21.1. All levies are due and payable in advance on the first day of each calendar month. Interest will be raised on all accounts in arrear at an interest rate determined by the Board from time to time.
- 21.2. The Board or its managing agent will hand levy accounts that are outstanding for 60 days and longer over to an attorney for collection and all costs incurred will be recovered from the applicable member.
- 21.3. The Board may approve the temporary disabling of finger-print-access if the levies payable by an owner of one or more stands registered in the name of the same entity are in arrears. Such owner will only be allowed access to the Golf Estate by means of the visitor management system. Access will be enabled by the Estate Manager 24 hours after proof has been provided that the full outstanding account has been settled.
- 21.4. The administration of the Golf Estate is solely the responsibility of the elected Board. The Board may decide to delegate certain or all of the managerial powers to the Managing Agent or Estate Manager. An appointed Managing Agent will collect levies on behalf of the BVHOA.
- 21.5. Owners shall take notice of the levy policy as prescribed from time to time by the Board.
- 21.6. In the case where the beneficial ownership or control of a company, close corporation, trust or other association which owns a unit in Blue Valley Estate is changed or transferred, the transferor must notify the HOA forthwith of the change or transfer and with the full names and address of the new owner/s.

22. CLEARANCE AND OTHER CERTIFICATES

- 22.1. The Managing Agent may not issue a clearance certificate or any other certificate required for purposes of the transfer of a property if: -
- 22.1.1. The offer to purchase does not contain a clause binding the purchaser to the provisions of the MOI;
 - 22.1.2. All monies due to BVHOA have on the date of registration not been paid; or
 - 22.1.3. There has been a breach of any of these rules or of the MOI that has not been remedied, or for the remedying of which provision has not been made to the satisfaction of the Board.
- 22.2. No building activities may commence on any stand unless a clearance certificate has been issued, which can be done only if all stand and building project related documents are completed and provided to the BVHOA office's satisfaction. Breaching of this rule can contribute to a penalty.

23. ESTATE AGENTS & REGISTRATION OF ESTATE AGENTS

- 23.1. Owners may appoint any agent to attend to the sale or letting of their property in the Golf Estate, but recommendation is to consider the appointment of the registered estate agents as they understand the requirements needed in order of selling and letting the property.
- 23.2. An Estate Agent may be registered by the BVHOA, after paying the prescribed fee and signing an agreement with the BVHOA, that such agent will abide by the stipulated procedures applicable to the sale and/or lease of property in the Estate, and after having familiarised him/herself with the concepts, rules and conditions under which a buyer and/or lessee purchases and/or leases property in the Golf Estate. A copy of the Registration Procedure Document is obtainable from the estate office. In the event where an owner does not use an registered estate agent an administration fee, as determine by the Board from time to time, will be add to the clearance certificate issued by Trafalgar to the transferring attorney.
- 23.3. Registration of Estate Agents is valid for a period of 12 months only. BVHOA will review applications for renewal annually, and an updated list of registered agents will be available at the offices during February each year.
- 23.4. Estate Agents may only operate on a "by appointment" basis, and must personally accompany a prospective purchaser or lessee and are not allowed to erect any private "For Sale" signage.
- 23.5. Only standard "For Sale" and "Show" boards approved by the Board from time to time will be allowed on Sundays from 14:00 to 17:00 only. All show boards are to be removed after the show day. Boards found on stands after a show day, will be removed and impounded by the BVHOA.

24. **GOLF RULES – CODE OF CONDUCT**

- 24.1. The prime objective of this code is to preserve and enhance the golfing experience at Blue Valley Golf and Country Estate.
- 24.2. The registered owners of property in Blue Valley Golf and Country Estate are responsible for ensuring that their family, visitors, tenants, employees and agents all abide by these rules.
- 24.3. These rules are subject to change at the discretion of the Directors of the Board of the Blue Valley Homeowners Association.
- 24.4. In the interest of safety, it is stressed that non-golfers, other than golf course staff or management, should not traverse any area of the golf course, including cart paths, within golfing hours as defined on all notice boards on the golf Course, or at any time when golf is in progress.
- 24.5. Short cuts by pedestrians, joggers, cyclists & golf carts etc. across the course are not permitted within golfing hours. Similarly, children or adults are not allowed to play football or other sports on the Golf course.
- 24.6. Golfers and non-golfers alike shall, at all times, be responsible for their own, as well as their dependants' safety when using any part of the golf course. Any liability for injury sustained and any consequence thereof shall rest with these persons.
- 24.7. No dogs shall be permitted on the golf course without a leash. Owners must always be in possession of and use a "poop scoop" and bag.
- 24.8. Tees, greens and bunkers are out of bounds at all times except to golfers during a round of golf.
- 24.9. No golf practicing or any other sport or activity is allowed on the golf course at any time.
- 24.10. No playing of golf on the golf course without prior booking at the pro shop and paying the necessary fees will be tolerated.
- 24.11. The driving range, practice green and chipping area are for the use of golfers only. Young children must be supervised at all times and all local rules to be adhered to.
- 24.12. Practice range balls are private property and may not be removed from the range.
- 24.13. No swimming, fishing or wading in any of the estate dams is allowed, except for designated course personnel.

- 24.14. No instructions may be given to golf course staff at any time.
- 24.15. The removal and/or damage of any golf course hardware (flags, flag poles, rakes, etc.) and indigenous fauna and flora are strictly forbidden.
- 24.16. Fauna of any nature may not be chased, trapped or harmed in any way.
- 24.17. No glass or glass bottles may be taken on to the golf course without the necessary consent from BV Country Club management.
- 24.18. No motorised vehicles (e.g. vehicles such as motorbikes, scramblers, quads and scooters) are allowed anywhere on the golf course or golf cart paths at any time. Only registered golf carts are permitted. Bicycles and skateboards may use cart paths and/or walkways or jogging paths on the golf course outside of golf hours.
- 24.19. All private golf carts must be registered at the pro shop annually, by not later than 31 March. Unregistered carts will not be allowed on the Estate or golf course. Prescribed penalties will be imposed on all unregistered golf carts.
- 24.20. Swimming pool and garden waste water may not be emptied onto the golf course at any time.
- 24.21. Garden encroachment onto the golf course is not permitted without the written permission from BV Country Club management.

25. CONTRAVENTION OF THESE RULES AND IMPOSITION OF PENALTIES

- 25.1. The Board reserve the right to take any action they deem fit in the event of a continued contravention of a rule. Such action can include ratification by the BVHOA, the cost of which will be charged to the transgressor, or the imposition of a penalty and subsequent legal action or the withholding of clearance certificates. Legal costs incurred by the BVHOA in respect of any legal steps taken against an owner to remedy a breach will be for the account of that owner.
- 25.2. The Estate Manager or such other officer or employee of the Association to whom such power has jointly or otherwise been delegated in writing, shall notify the suspected transgressor in accordance to par. 25.3 of the details of the charge, including details of the rules and regulations allegedly transgressed and the penalty proposed in the case that the transgression is proven. Such penalties shall be imposed in accordance with the Schedule of Penalties. Cases not dealt with in the schedule shall carry a penalty determined by the Estate Manager in terms of the schedule trends, subject to the applicable maximum amounts.”
- 25.3. If the conduct of a resident or his family members, guests, visitors, workers, building contractors or contractors constitutes a nuisance in the opinion of the Board, or a breach of a provision of these rules, the Board may:

- 25.3.1. Informally (in person, or via a telephone call, e-mail, or postal mail) notify the resident and the owner (if applicable) of the nuisance or contravention, and request the resident and the owner (if applicable) to offer a clear resolution of the issue, or
 - 25.3.2. by written notice inform the resident and the owner of the erf (if applicable) of the nuisance or contravention and warn the resident and the owner of the erf (if applicable) that if he/she fails to remedy the contravention and/or if he persists in such conduct or contravention, a penalty will be imposed on the resident and/or the owner of the erf (if applicable), or
 - 25.3.3. By written notice impose a penalty on the resident and/or the owner (if applicable).
- 25.4. The penalty imposed in terms of clause 25.2.3 above shall be effective (due and payable) on the date of the written notice, and must be paid within 7 (seven) days of the date of the written notice, failing which the penalty may be added to the owner's levy statement. The penalty may be recovered from the owner of the stand in the same manner as applies to arrear levies, together with interest at the rate applicable to levies.
- 25.5. The Board may from time to time determine the amounts and categories of offences in respect of the penalties in respect of first and successive contraventions.
- 25.6. Notwithstanding sub-rules 25.1 to 25.4, in suitable circumstances the Board may apply to a Court having jurisdiction, for an order or interdict if a resident breaches these rules or the Board may institute arbitration proceedings against the resident and/or the owner of the stand.
- 25.7. Transgressions of Estate Rules can lead to a penalty, which amount is determined by the Board from time to time, per transgression, and to be paid within 7 (seven) week days.

26. **DECISION AND APPEALS**

- 26.1. In the event of appeals or contesting of the facts relating to any penalty imposed or decision made by the Estate Manager written representation must be addressed to the Board which appeal or defence will be dealt with at the first Board Meeting subsequent to receiving such written representation. The decision of the Board is final and no further appeal is permitted thereafter.
- 26.2. The Board may resolve to afford the resident and the owner of the erf (if applicable) with the opportunity to be heard at a Board meeting. At the Board meeting, the resident and the owner of the erf (if applicable) shall have the right to be present, and to be assisted or represented by another person and to:
 - 26.2.1. Give evidence;

- 26.2.2. Be heard;
- 26.2.3. Call witnesses;
- 26.2.4. Cross-examine any person called as a witness in support of the charge and to have access to documents produced in evidence.

26.3. Upon the conclusion of the Board meeting, the Board shall deliberate the evidence and if so resolved, they may confirm the penalty or withdraw the penalty and/or approve the reimbursement thereof. The failure of the resident and/or the owner of the erf (if applicable) to attend the Board Meeting shall not invalidate the proceedings thereat.

27. **NOTICES AND MEMORANDUMS**

27.1. Any notice to a resident or building contractor in terms of these rules, will be regarded as having been properly delivered if such notice is:

- 27.1.1. Delivered to the resident by hand, in which instance it shall be deemed to be delivered on the date and time recorded on a receipt for delivery;
- 27.1.2. Faxed to the resident, in which instance it shall be deemed to be delivered on the date and time recorded by the fax receiver;
- 27.1.3. sent by electronic mail to the resident to the e-mail address of the resident, in which instance it shall be deemed to be delivered on the date and the time recorded by the computer of the sender;
- 27.1.4. Sent to the resident by registered post to the address of the resident, in which instance it shall be deemed to be received on the 7th day following the day on which the notice was posted as recorded by the post office.

27.2. In all instances where a notice is sent to a resident or building contractor in terms of these rules, a copy of the notice shall also be sent to the owner of the stand/erf.

27.3. The Board will use be using the following mediums for Communication; E-mail's, Community Portal, SMSs, Blue Valley Magazine, and Electronic Notice Boards. All Policy documents are available on the Community Portal.

28. **RELAXATION OF RULES**

No indulgence or relaxation in respect of these rules shall constitute a waiver or consent, or prevent their enforcement by the Board at any time.

29. **AMENDMENTS TO THESE RULES**

The Board or the BVHOA may add to, amend or repeal these rules from time to time in terms of the MOI. Any changes made by the Board will stay in place till the forthcoming AGM to be ratified by the members.



30. ACKNOWLEDGEMENT

- 30.1. The above document is fully understood and Owner undertake that it shall be the duty of the owner of the erf to ensure compliance with these rules by the lessees or other occupants of his/her erf, including the family members, guests, visitors, workers, building contractors and other contractors of the owner or resident.

- 30.2. It is fully understood in the event of any breach of these rules by the owner or its family members, guests, visitors, workers, building contractors or other contractors of the owner or resident, such breach shall be deemed to have been committed by the owner. Without prejudice to the afore going, the Board shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the owner. Any contravention of these rules by any person who gains access to Blue Valley Golf and Country Estate under the authorisation of an owner shall be deemed to be a contravention by the owner.

OWNER NAME

SIGNATURE

DATE SIGNED

WITNESS SIGNATURE

STAND NUMBER

CONTACT NUMBERS

TEL (W): _____

Tel (H): _____

FAX: _____

CELL NO: _____

E-MAIL ADDRESS: _____

KEY PRACTICAL POINTS EXTRACTED FROM THE ESTATE RULES

Par 1.1	Particularly in a developing Estate, rules will need to be added to, amended or repealed in accordance with evolving needs of owners and the Estate.
Par 1.3	Owners are still responsible to protect their property in case of the unforeseen.
Par 2.1	It shall be the duty of the owner of the erf to ensure compliance with these rules by the lessees or other occupants of his/her erf, including the family members, guests, visitors, workers, building contractors and other contractors of the owner or resident.
Par 2.5	The Board shall have the right in the event of a breach of a rule by an owner, his family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, (and without any notice should the Board in their discretion deem that no notice is warranted) to take such action against the defaulting owners as they deem fit on behalf of the HOA.
Par 4.1	Owners and their visitors and employees must adhere to security procedures and to respect the security personnel's role and function.
Par 4.5	Finger print access may only be issued to residents if their financial liabilities towards the BVHOA have been met in full.
Par 5.5	No resident may refuse access to their property if any form of maintenance (preventative or current) must be carried out.
Par 6.3	Services Providers may not place any sign advertising their business on any property.
Par 6.8	BVHOA has the right to impose a penalty and /or suspend any building activity, should there be an infringement of any Estate rules.
Par 7.4	The appropriate regulations of the Tshwane Road Traffic Ordinance shall apply.
Par 7.5	A speed limit restricted to 40 km/h applies in the Golf Estate.
Par 7.18	Golf carts must be responsibly driven and in the control of a licensed driver at all times with no more occupants than designed for. Any claims that might arise in relation to the use of a privately owned golf cart on the estate will be the sole responsibility of the licensed driver and the registered owner of the privately owned golf cart.
Par 8.1	The Public Open Spaces and Common Facilities are for the leisure and use of all residents and their guests, on condition that such use does not interfere with or negatively affect the rights of other residents.
Par 9.1	The volume of music or electronic instruments should be tuned to a level so as not to be heard on adjacent properties.
Par 9.3	Partying has to be conducted with the minimum noise generation and no music, noise or merrymaking may be heard outside the boundaries of the applicable stand, between 23:00 and 07:00.
Par 9.4	Security can only act as a mediator regards noise and nuisance complains.
Par 9.7	Sundays are regarded as "private time" and garden activities and use of powered implements are restricted to mornings, i.e. only between 09:00 – 12:00.
Par 10.1	Each owner of an erf shall maintain the buildings, outbuildings, boundary walls, retaining walls, fences and other structures on his erf in a neat and tidy condition and in a state of good repair.

Par 10.2	Each owner of an erf shall, in respect of his erf maintain a garden in a clean and neat condition, this includes garden areas on both street and golf course sides of any house that must be kept clear and uncluttered
Par 11.1	The Board have an obligation towards road safety, especially towards pedestrians and therefore the Board may erect walkways on sidewalks in areas deemed necessary for protection of pedestrians.
Par 12.2	Washing lines must not be erected, and washing may not be hung out, in such a way that it is visible from a road, golf course or the Public Open Spaces.
Par 12.6	Trailers, boats, Wendy houses, tool sheds, equipment, tools, engine and vehicle parts as well as accommodation for pets should be sited out of public (street) view. Caravans may not be visible from public view (street view) and be screened behind gates or walls within the boundary/perimeter of the stand.
Par 13.3	Refuse bins have to be removed from sight as soon as possible after collection and emptying by the Municipality.
Par 14.3	The Town Council by-laws relating to pets will be strictly enforced.
Par 14.4	Every pet must be registered with the HOA and need to wear a collar with a tag indicating the name, telephone number and stand number of its owner.
Par 14.5	No pets are allowed to roam the streets. Roaming pets will be removed immediately, without notice to the pet owners and be handed to the SPCA.
Par 15.2	All lessees of property in the Estate and other persons granted rights of occupancy by the owner of the erf are obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of any provisions, in any lease or any grant of rights of occupancy.
Par 16.5	No business activity or hobby, which would cause aggravation or nuisance to other residents, including auctions and jumble sales may be conducted in the Estate.
Par 17.7	Plans for swimming pools, golf ball nets, boat lifts, generators and solar panels must be submitted and approved by the HOA and Council, as per any other external building works, before work may commence.
Par 17.8	Pools must be protected by fences and safety nets or covers at all times.
Par 21.1	All levies are due and payable in advance on the first day of each calendar month. Interest will be raised on all accounts in arrear at an interest rate determined by the Board from time to time.
Par 23.1	Owners may only appoint accredited estate agents to attend to the sale or letting of their properties in the Golf Estate.
Par 23.5	Only standard "For Sale" and "Show" boards approved by the Board from time to time will be allowed on Sundays from 14:00 to 17:00 only. All show boards are to be removed after the show day. Boards found on stands after a show day, will be removed and impounded by the BVHOA.
Par 24.4	In the interest of safety, it is stressed that non-golfers, other than golf course staff or management, should not traverse any area of the golf course, including cart paths, within golfing hours or at any time when golf is in progress.
Par 24.7	No dogs shall be permitted on the golf course without a leash.
Par 24.9	No golf practicing or any other sport or activity is allowed on the golf course at any time.

Par 24.18	No motorised vehicles (e.g. vehicles such as motorbikes, scramblers, quads and scooters) are allowed anywhere on the golf course or golf cart paths at any time.
Par 24.19	All private golf carts must be registered at the pro shop annually.