



THE HOUSE RULES

AS REVISED AND APPROVED AT THE ANNUAL GENERAL MEETING HELD ON

14 JUNE 2017

The House Rules of the
Mataffin Macadamia Home Owners Association RF NPC
Registration Number: 2013/043517/08

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Preamble

Living in the village means being part of a community which shares a secure and high quality lifestyle through an acceptable set of rules by which residents in the village may live together, reasonably and harmoniously, without interfering with one another's enjoyment, to the benefit of all.

The rules are required to be reasonable, binding on and to apply equally to all residents. Based upon this rationale, the rules should be seen to be neither restrictive, nor punitive, but rather as a judicious framework to safeguard and promote appropriate and fair interaction.

The primary aims and objectives of the house rules include:

-) ensuring the village is and remains safe, peaceful and tranquil;
-) preparing, preserving and enhancing the historic, environmental and architectural aesthetics in the village;
-) caring for the communal interests of all residents;
-) ensuring the effective administration of the village;
-) ensuring compliance with the house rules as it will assist in enhancing harmonious relations between residents in the village; and
-) assisting to protect and grow the owners' investments within the village.

1. Definitions

In the house rules the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- 1.1. "**association**" means the Mataffin Macadamia Home Owner's Association RF NPC registration number 2013/046517/08 being a non-profit company with voting members incorporated in terms of the Companies Act;
- 1.2. "**board**" means the board of directors of the association as appointed from time to time;
- 1.3. "**building and landscaping regulations**" means the: prescriptive building, architectural, gardening, landscaping and visual aesthetic provisions that residents have to comply with when *inter alia* erecting a fence, wall, building, and/or structure and such a document shall form part of the house rules and annexed as Schedules 1 and 2;
- 1.4. "**Companies Act**" means the Companies Act No. 71 of 2008, as amended, read with the regulations promulgated in terms thereof from time to time;
- 1.5. "**body corporate**" means a sectional title body corporate as defined in the MOI;

- 1.6. **“business days”** has the meaning determined in accordance with section 5(3) of the Companies Act, which states as follows:
- 1.6.1. When, in this Act, a particular number of ‘business days’ is provided for between the happening of one event and another, the number of days must be calculated by—
- (a) excluding the day on which the first such event occurs;
 - (b) including the day on or by which the second event is to occur;
 - (c) excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in paragraphs (a) and (b), respectively.
- 1.7. **"care centre"** means the care centre facility as operated by Macadamia Clinic Proprietary Limited registration number 1999/001205/07 or its successors in title or assignee;
- 1.8. **"common property"** as defined in the MOI;
- 1.9. **"council"** means the Mbombela Local Municipality;
- 1.10. **"employee"** means a person who receives remuneration for any work conducted, regardless if it is on a full-time, part time, contract, piece job or project basis, for a resident;
- 1.11. **"heritage properties"** means as defined in the MOI;
- 1.12. **"house rules"** means these rules, as adopted by members, governing conduct in the village;
- 1.13. **"in writing"** means as defined in the MOI;
- 1.14. **"management"** means the individual, support personnel, service providers and/or outsourced entity including the managing agent as defined in the MOI that may be appointed by the board to manage the day-to-day operations of the association;
- 1.15. **"member"** means a body corporate established in terms of the Sectional Titles Act on a stand or a registered owner of a stand as defined in the MOI including the member’s successors in title, or assignee;
- 1.16. **"notice"** means notification to a person in writing that provides the person with at least 7 (seven) business days notice prior to an event. Any notice in relation to board and members’ meetings will be given as stated in the MOI;
- 1.17. **"MOI"** means the memorandum of incorporation in respect of the association, as amended from time to time;
- 1.18. **"owner"** means any person, company, closed corporation or trust reflected in the records of the Registrar of Deeds as the registered owner of a stand or a unit owner as defined in the MOI;

- 1.19. **"property"** means any unit, being a sectional title unit in a scheme, or a free holding stand including the structures erected on such a stand;
- 1.20. **"representative"** means any person nominated to represent a member as defined in the MOI;
- 1.21. **"resident"** includes a person residing in the village irrespective of whether the person is an owner, tenant or occupant of a property and for the purposes of the house rules "resident" shall also include to mean members;
- 1.22. **"Sectional Title Act"** means the Sectional Titles Act 95 of 1986, amended;
- 1.23. **"visitor"** means any person who has been granted authorization / access to the village by an owner or resident;
- 1.24. **"village"** means the Mataffin Macadamia village as defined in the MOI as the "association area";
- 1.25. **"village green"** means the private open space as defined in the MOI.

2. Interpretation

- 2.1. The house rules shall be read with the MOI and article 1 of the MOI pertaining to the interpretation shall apply mutatis mutandis to the house rules unless specifically altered in the house rules.
- 2.2. In case of a conflict of interpretation or an unclear provision in the house rules, the MOI shall prevail.
- 2.3. In the event of a dispute as to the interpretation of the house rules, the interpretation thereof by the board shall be final and binding.
- 2.4. All days shall be calendar days unless stated otherwise.

SECTION A: PROCEDURAL AND ADMINISTRATIVE MATTERS

3. Village layout

The village comprises various sections as depicted in the layout plan (Schedule 3):

- 3.1. an “assisted living” section that includes those sectional title and freehold units located in the immediate vicinity of the premises of the care centre with the purpose of allowing for a calmer and more serene environment in line with that of a retirement home for these residents. It is required that:
 - 3.1.1. at least one of the occupants of an assisted living section unit must be a minimum of 49 (forty nine) years of age.
 - 3.1.2. no more than two permanent occupants per unit within the assisted living section will be permitted unless prior written approval has been obtained from the board.
- 3.2. a “lifestyle” section that includes all those freehold and sectional title units located outside the assisted living section; and
- 3.3. a “heritage” section consisting of the heritage properties and the village green. It is recorded that there are special conditions relating to the heritage properties as recorded in the MOI.

4. Board process

- 4.1. Any matter whereof noting, consideration and/or written approval by the board is required shall be conducted in accordance with the following board process unless the board has decided otherwise:
 - 4.1.1. The resident shall provide the duly completed documentation, as each case may require, to the board at least 10 (ten) days prior to the next scheduled board meeting to ensure the matter is recorded as an agenda item, failing which the matter shall be tabled at the following board meeting;
 - 4.1.2. No anonymous or unidentified submissions shall be considered;
 - 4.1.3. The board may request more detail, information or further documentation and/or call upon any person to submit verbal and/or written submission as the case may be;
 - 4.1.4. The board shall inform the resident of the board’s decision, which decision shall be final and binding unless the resident follows the board appeal process as detailed below;

4.1.5. A resident may appeal against a board decision within 10 (ten) days after such a decision has been made by providing the chairman of the board with a written submission of reasons for reconsideration. The chairman shall consider the submission and should new and/or any other relevant information be made available that the chairman deems to be material, the matter shall be tabled for review at the next scheduled board meeting. Once the board has deliberated on the appeal the resident will be informed of the board's decision that shall be final and binding;

4.1.6. The board shall not unreasonably withhold its written approval, however, it shall ensure that the MOI and house rules are upheld.

5. Disputes / Complaints / Suggestions

5.1. In the event of a dispute, the parties involved should attempt to settle the matter by exercising due tolerance, reasonableness and consideration, failing which, the board process as in clause 5 may be initiated by any party.

5.2. In the event that the board is of the view that the dispute cannot be resolved by the board, it may in its sole discretion either:

5.2.1. Inform the parties involved that the board is not prepared to facilitate the matter and/or make a decision;

5.2.2. Refer the matter to an independent arbitrator as set out in article 35 of the MOI, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute;

5.2.3. In this regard, the arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award as regards to legal costs.

6. Indemnity and waiver

6.1. The board shall not accept any responsibility for any accident, loss or damage to any persons and/or property and all persons entering the village do so at their own risk.

6.2. No resident shall have any claim of whatsoever nature for damages against the board, the individual directors and/or the association as a direct or indirect result of a decision taken by the board, the individual directors and/or the association.

SECTION B: RESIDENT'S RESPONSIBILITIES

7. General

- 7.1. It is the duty and responsibility of each resident to ensure that he/she obtains a copy of the most recently approved house rules and all schedules annexed thereto. Any changes to the house rules as per clause 16.5 will be communicated to the residents by the board.
- 7.2. All residents shall conduct themselves and/or oversee the conduct of their visitors or employees in order to uphold and enhance the aims and objectives as contained in clause 1 and to be considerate to their fellow residents.
- 7.3. The house rules have been formulated in alignment with the MOI and it is binding on all residents, visitors and employees. Where an eventuality has not been specifically addressed residents shall be expected to act with good judgement, as the reasonable village resident would act, and uphold the aims and objectives of the house rules.
- 7.4. It is the responsibility of residents to read, understand and comply with the house rules. Residents must further ensure that any visitors or employees adhere to the house rules.
- 7.5. Should a resident be a body corporate it will ensure compliance with the house rules by the residents of its units.
- 7.6. Residents shall prevent any actions or omissions impacting negatively on the aims and objectives as contained in the preamble.
- 7.7. Noise levels must be kept to a minimum at all times.
- 7.8. It is understood that residents will from time to time host events (where numbers and noise levels are anticipated to exceed the norm). In such cases the residents are required to inform the adjoining neighbours at least 48 (forty eight) hours prior to the event. Should a serious objection be raised by any neighbour, the parties should try and resolve the matter between themselves. In the event they are unable to, the matter will be referred to Management for their consideration. Any noise levels from parties etc. shall be reduced to a level so as not to be a disturbance, and from 22:00 so as not to be heard by neighbours.
- 7.9. Electric power tools, lawnmowers, grass trimmers and the like shall only be used between:
- | | |
|-----------------------------|----------------|
| Monday to Saturday | 08:00 to 18:00 |
| Sundays and Public holidays | 10:00 to 13:00 |
- 7.10. Residents and their guests are urged to leave any natural or communal open space visited as clean as it was found. Residents are urged to pick up and dispose of any litter encountered in such open spaces.
- 7.11. The consumption of alcohol is prohibited in any communal area, unless in designated areas.

- 7.12. No fires may be lit in any communal area, unless in designated areas
- 7.13. Flora as well as any natural features such as dead wood, rocks and items of archaeological significance may not be damaged and/or removed from any open space.
- 7.14. No slaughtering of animals and butchery activities may be carried out in the village.
- 7.15. Residents shall ensure that a high standard of garden and sidewalk maintenance is carried out.
- 7.16. Where a property has been completed, and such dwelling remains unoccupied for more than one month, the member concerned shall ensure that the dwelling is properly locked, properly controlled. The member shall furthermore be responsible to maintain electrical and water services and properly maintain the garden and pavement. Failure to comply with the aforementioned may at the discretion of the association lead to a penalty being imposed and/or the assessment of the situation on the property concerned by the association and the appointment by the association of a contractor to remedy any failure identified in terms of the assessed situation to ensure compliance with the rules. The resident concerned will be responsible for all costs in this regard.
- 7.17. Where a property has not been completed, the association may at any time assess the situation on the property from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty and/ or appoint a contractor to remedy any discrepancy identified in terms of the assessed situation to ensure compliance with the rules. The member concerned will be responsible for all costs in this regard.
- 7.18. No advertising by external service providers, visitors and residents will be allowed in the village and/or around its entrances.
- 7.19. No burning of rubbish in the village is permitted.
- 7.20. No vandalism of whatsoever nature shall be tolerated.
- 7.21. The lighting or discharging of fireworks within the village is strictly prohibited.
- 7.22. No unauthorised business activity or trading that may negatively impact security or cause a disturbance of the peace will be allowed.
- 7.23. Residents shall comply with all applicable laws and regulations as well as municipal by-laws.
- 7.24. No generators will be permitted in the village. Owners and residents who wish to have back up power are to install solar and/or battery operated systems subject to the scheme architect approving any external fixtures and fittings.

8. Aesthetic rules

- 8.1. Residents should participate to enhance the aesthetics of the village by ensuring their own property complies with the standards as set by the board including but not limited to the building and landscaping regulations.
- 8.2. Residents shall not place or alter anything, which is displeasing or undesirable on the outside of their property or to the community property.
- 8.3. All new fences, walling, external finishes, buildings and/or structures must be in line with the village building and landscaping regulations (Schedules 1 and 2);
- 8.4. All residents must submit plans to and obtain prior written approval by the board, who shall take into account the impact on neighbours, when intending to erect any fencing, walling, buildings and/or structures that specifically include but is not limited to carports, lean-to's, garages, employees' quarters, storerooms, pergolas, wendy-houses and/or tool sheds;
- 8.5. Despite any provisions contained in the building and landscaping regulations no resident may;
 - 8.5.1. Erect any pre-cast garden walls on their property.
 - 8.5.2. Install and/or position external fixtures including but not limited to television, radio aerials or solar heating panels, which according to the board, are unsightly, inconsistent with the aesthetic appearance of the village and/or in contravention of the building and landscaping regulations.
 - 8.5.3. Relax the building lines without the prior written approval of the board, which approval must be obtained prior to the submission to and approval by the council.
 - 8.5.4. Utilise shade cloth as a barrier, fence or roof, with the exception of the sectional title units in the assisted living section, who have shade cloth car ports;
 - 8.5.5. Allow washing lines to be visible from the streets.
- 8.6. Residents wishing to install rainwater harvesting tanks to conserve water are required to follow and adhere to the policy for the installation of tanks for rainwater harvesting attached hereto as Schedule 5.

9. **Pets**

- 9.1. Local authority bylaws relating to any pets shall be strictly enforced.
- 9.2. There may be a maximum of 2 (two) dogs and 2 (two) cats per freehold stand in the lifestyle section of the village and all dogs and/or cats shall be registered with the security officer.
- 9.3. Each individual body corporate, where applicable, may determine the provisions regarding pets but such provisions shall be equal to or more strenuous than the house rules considering the size of the units.
- 9.4. Pets are not allowed to cause any nuisance or inconvenience in any way to other residents. Residents' pets with a predisposition to bark or howl will not be allowed in the village.
- 9.5. No pigeons, parrots and/or aviaries will be allowed in the village.
- 9.6. All pets must be kept indoors, within an enclosed area or on a leash at all times with the understanding that a dog owner will be obliged to erect a fence on or within the property.
- 9.7. Dog owners must ensure that their animals are on leashes when off their property and may, under no circumstances, foul other resident's or community property.
- 9.8. Should animal excrement be deposited in a public area, the pet owner shall be responsible for the immediate removal thereof.
- 9.9. Every pet must wear a collar with a tag indicating the name, address and telephone number of its owner. Cats shall be required to wear a collar with a bell. Stray dogs, without identification tags or cats without bell collars, will be apprehended and handed to the SPCA or any other relevant authority.
- 9.10. Pet owners shall accept full responsibility for any injuries or damage to any person property or common property in the village caused by the pet.
- 9.11. The board reserves the right to notify any pet owner to take steps should a pet become a nuisance or a danger. Should the situation not improve the board may instruct the pet owner to remove the pet from the village within a specific period.
- 9.12. The association shall only consider formal complaints concerning pets (and any other circumstances which constitute a nuisance, danger or potential hazard) when presented to the board in writing.

10. **Security**

- 10.1. The board will approve and communicate the security protocol that will contain amongst other things the access control policy and procedures. The current access control policy and procedures are attached hereto as Schedule 6.
- 10.2. Residents, visitors and employees shall at all times adhere to the security protocol.

- 10.3. While the board undertakes to ensure the best possible security services to the village, it is emphasised that all residents are ultimately responsible for their own security.
- 10.4. Residents are to be aware at all times of the need to enforce and apply security. Any suspicious activity, including unknown persons not displaying village identity cards, should be reported to the security officer immediately.
- 10.5. No interference with the security protocol will be allowed. Any transgressions and/or incidents shall be reported to the security officer and may be escalated to the board.
- 10.6. All security personnel must be treated in a co-operative and respectful manner. Should any person be found to abuse security personnel or fail to adhere to the security protocol they shall be refused entrance or exit and the matter may be escalated to the security officer and ultimately the board.
- 10.7. Residents will be obliged to purchase a gate remote control and/or access card to obtain access to the village and must report to the security officer if such gate remote control and/or access card is lost, stolen or mislaid. Any additional gate remote controls and/or access cards must be acquired from the security officer.
- 10.8. Gate remote controls and/or access cards may not be utilised by anyone other than residents or their authorised representatives. Improper use thereof can lead to confiscation and/or appropriate action being taken by the board.
- 10.9. Upon permanently vacating a property for any reason whatsoever the resident must ensure that all gate remote controls and/ or access cards are returned to the security officer.
- 10.10. Residents undertake to maintain any external security lights on their respective properties in good working order. Such lights must be adequately screened so as not to cause discomfort to neighbours.
- 10.11. A resident shall register each employee with the security officer and such employee shall be issued with a village identity card and written permission to work in the village. Village identity cards must be produced on entry and failure to produce a village identity card may lead to refusal of entrance. Any termination of employment must be communicated to the security officer within 48 hours and the identity card returned.
- 10.12. Employees are not allowed in the sectional title section of the assisted living area unless prior approval had been obtained by the body corporate and care centre or by the board.

11. **Vehicles and use of streets**

- 11.1. Pedestrians have the right of way, and motorists shall approach crossings with caution.
- 11.2. Parking of vehicles must not create an inconvenience to other residents.
- 11.3. No vehicle repairs may be done in the public areas.

- 11.4. Only licensed drivers may operate and/or drive engine powered vehicles that are licensed in terms of road traffic ordinances and bylaws. No un-roadworthy vehicles shall be permitted in the village.
- 11.5. Residents' vehicles must be parked in a garage/carport or in a designated parking bay in the sectional title areas. No vehicle may be parked outside the erf boundary in the common property areas.
- 11.6. All vehicles, caravans, boats and/or trailers or any other large containers or objects, must be housed within an enclosed garage or carport. None of the above-mentioned items may be parked in the roads or sidewalks or on other residents' properties.
- 11.7. The recreational riding of motorbikes, roller skates, skateboards, scramblers, scooters or similar mobile equipment is not allowed within the village.
- 11.8. The use of vehicle hooters to beckon or attract attention, other than in terms of normal traffic safety, is prohibited.
- 11.9. The streets of the village are for use of all residents, whether it be on foot, roller skate, bicycle, motorcycle, trucks, delivery vans, buses, motor vehicles or the like. The motor vehicles are considered to be part of the street environment, but are not the dominating factor.
- 11.10. No quad bikes are permitted to be driven anywhere in the village.
- 11.11. The speed limit in the village is restricted to 30 km/h. Save for the speed limit, all other house rules as passed by the board and statutory traffic rules will apply.
- 11.12. Parents are responsible for ensuring that children are made aware of the dangers relating to the use of streets and must take responsibility for children's safety.
- 11.13. In order to prevent any damages to roads in the village, residents should refrain from excessively discharging irrigation water or water used to wash down pavements, vehicles, etc into the roads.

12. **Refuse removal/ Recycling**

- 12.1. The association embraces environmental stewardship and to this end recycling of waste is expected of residents.
- 12.2. Waste should be separated at source as determined by the association and placed in refuse containers clearly marked as recyclable waste.
- 12.3. Refuse will be collected once a week according to the municipal collection schedule. Residents who fail to comply therewith shall be responsible for the removal of such refuse.
- 12.4. Refuse containers shall not be overfilled and are to be placed at the designated areas.

- 12.5. Garden refuse must be bagged and shall be deposited on the pavement at a designated area on collection days and only until 12h00 (midday). No garden or other refuse or rubble may be visibly deposited on weekends and/or public holidays.

13. Garden/Landscaping maintenance

- 13.1. The association is responsible for the landscaping maintenance of communal areas excluding the village green, and boundary hedges. The landscaping and maintenance of the village green is the responsibility of H L Hall and Sons (Pty) Ltd as provided for in the MOI, which requires H L Hall and Sons (Pty) Ltd to maintain standards equivalent to or better than those set by the association. The cost of maintaining the perimeter hedge will be shared between the association and HL Hall and Sons (Pty) Ltd in an equal share.
- 13.2. New landscaping must be predominantly indigenous and in keeping with the landscaping and planting list in schedule 2. H L Hall and Sons (Pty) Ltd, the association and residents shall ensure that no noxious flora are planted or allowed to grow in gardens.
- 13.3. Residents are expected to maintain a neat and tidy garden of a high standard. A garden is deemed to include the road verges and hedges adjoining a property.
- 13.4. Unoccupied or vacant properties must be kept clean and tidy. Grass shall be cut on a regular basis to the satisfaction of the board, failing which the board reserves the right to cut, clean and maintain the property at the resident's expense.
- 13.5. Landscaping on common property abutting a residents property will be permitted subject to the following requirements and understanding:
- 13.5.1. Prior to establishing a permanent or temporary structure, facility, sign and/or garden on common property a resident is required to obtain the agreement of the neighbours in the vicinity of the property and then to apply for approval in writing from the Home Owners Association (HOA). This includes but is not limited to common property road verges outside a resident's property. The resident/owner may not proceed with the establishment until written approval, with or without conditions, is given by the HOA.
- 13.5.2. A structure, facility or garden established on road verge or common property does not in any way transfer ownership or additional rights to the resident/owner who undertakes this, notwithstanding the obligation on the resident and owner to obtain permission from the HOA for this structure, facility or garden prior to establishment.
- 13.5.3. The structure, facility or garden, once permission is granted by the HOA, is established at the risk of the resident and owner involved, and needs to be maintained by the owner.
- 13.5.4. Reasonable access to and access through the common property concerned by residents/owners is not to be restricted.

- 13.5.5. Any damage to the installed landscaping and/or features on the common property adjoin the owner's property by other residents, visitors, contract workers, service providers, an act of God, or as a result of damage by trees on common property, will be for the account of the resident/owner who installed the landscaping and/or structure. This will include damage incurred during the course of an HOA contract worker carrying out maintenance/installation activities.

14. **Selling or letting of property**

- 14.1. The concept of the village imposes certain restrictions on the manner in which Estate Agents may operate therein. In order to ensure that the regulations contained in the MOI and the house rules are made known to prospective new residents, the following house rules relating to the sale and letting of units or property shall apply:
- 14.1.1. Should an owner wish to sell a property and require the assistance of an Estate Agent, only an Estate Agent registered with both the Estate Agents Affairs Board and the association may be selected. The registered agent and the member must ensure that the buyer is informed of and receives a copy of the MOI and house rules. These documents shall be attached as an annexure to any deed of sale.
- 14.1.2. Should an owner wish to sell a property, the prospective purchaser will be required to make payment to the Association (MMHOA) of a "buy-in levy" calculated at 1% of the gross purchase price of the property with a minimum of R10,000.00, which buy-in levy may be amended from time to time by the Association (MMHOA). In the event of a re-possession and resale of the property by the purchaser's bank, clause 14.1.2 will not apply.
- 14.1.3. Should a member wish to lease property and require the assistance of an Estate Agent, only an Estate Agent registered with both the Estate Agents Affairs Board and the association may be selected. The registered agent and the member must ensure that the tenant is informed of and receives a copy of the house rules. These documents shall be attached as an annexure to the lease agreement.
- 14.2. Agents may only operate on a "by appointment" basis, and must personally accompany a prospective purchaser or lessee. Agents are not permitted to have "show houses" in the village and/or to erect any "for sale" or "to let" signage boards, without the prior written permission of the board.
- 14.3. A member may not enter into a lease agreement unless the lessee acknowledges in the lease agreement that upon occupation of the leased premises the house rules, as amended, shall be adhered to by the lessee, visitors and employees.
- 14.4. The house rules applicable as on the date of the lease agreement shall be annexed thereto and the house rules, as amended, shall be read as part of the lease agreement.

- 14.5. Any lease agreement for a unit in the assisted living section of the village shall contain a provision to the effect that the tenants have agreed to a compulsory interview with the care centre operator before they take occupation. At this interview the services as offered by the care centre operator and the terms and conditions for the use thereof will be brought to their attention and explained, should these services be required at any time during the lease agreement.
- 14.6. The board may instruct members to terminate a lease agreement in the event that a particular tenant fails to rectify behaviour that is in contravention of the MOI and/or the house rules.
- 14.7. The board may instruct an owner who resides in the village to terminate their residence in the event that the owner fails to rectify behaviour that is in contravention of the MOI and/or the house rules.
- 14.8. The owner and/or tenants shall be held responsible for any consequences which flow from the breach of the house rules.

15. Swimming pool and recreational area

The association owns and controls Portion 220 (a portion of Portion 1) of Erf 269 Mataffin Township ("the swimming pool area") and will make the swimming pool area available for use by members, their invitees, families and visitors subject to the discretion of the directors from time to time otherwise as follows:

- 15.1. children under the age of 12 using and/or coming onto the swimming pool area must be accompanied by an adult;
- 15.2. whilst the association will take all reasonable steps to ensure that the swimming pool area complies with all regulations pertaining to safety, persons making use thereof shall do so entirely at their own risk;
- 15.3. the association shall not be under any obligation to provide lifeguard or similar services;
- 15.4. no excessive noise, including but not limited to the use of musical instruments or any equipment for the amplification of sound shall be permitted at the swimming pool area other than within buildings or structures provided by the association for that purpose;
- 15.5. members shall ensure that their guests, family members, invitees and any other persons using the swimming pool area through that member comply with these rules and do not, prejudice or harm other persons in their use and enjoyment of the swimming pool area;
- 15.6. no glass or breakable objects may be brought within 3 metres of the edge of the swimming pool;
- 15.7. no alcohol shall be permitted at the swimming pool area other than within buildings or structures provided by the association for that purpose;
- 15.8. the directors may prescribe such further rules from time to time as they deem necessary, including limiting the hours when the swimming pool area will be available for use.

16. **Legality and penalty**

- 16.1. The board at its sole discretion, reserves the right to take appropriate action against any resident who does not comply in full with the house rules.
- 16.2. Should a resident refuse to comply with the house rules, the security protocol, a policy or procedure approved by the board, a board decision or an instruction from the board despite having received proper notice, the board may take any such steps as it deems to be fair and reasonable.
- 16.3. Any contravention of the house rules by a tenant, employee or a visitor shall be deemed to be a contravention by the relevant resident and the resident may be subject to a penalty as decided by the board.
- 16.4. Should there be any cost implications arising out of any steps taken to enforce the house rules such costs will be for the resident's account and any legal fees will be raised on a client and attorney scale.
- 16.5. The board may propose the amendment of the house rules, as may be deemed necessary to enhance the aims and objectives as in the preamble, for approval by members at a general meeting.
- 16.6. Penalties shall be determined at the first annual general meeting of the association and may be amended and/or varied at subsequent general meetings from time to time. A schedule of penalties shall subsequently be annexed to the house rules and will be deemed to form part of the house rules. (Schedule 4)
- 16.7. Any resident who contravenes any provision of the house rules shall be guilty of an offence and subject to a penalty in terms of the house rules.
- 16.8. The offender will receive a notice detailing the contravention and he/she will be given an opportunity to remedy the breach thereof within 7 (seven) days of the delivery of such notice or such time given to remedy the breach.
- 16.9. The board may determine to impose a penalty should an offence not be remedied in line with the instructions contained in the notice and notice of the penalty shall be delivered to the offender.
- 16.10. Should the penalty be in the form of a fine, payment shall be made within 21 (twenty one) days, failing which the board may impose further penalties and/or interest.
- 16.11. The board may take further legal action should the offence not be remedied after 21 (twenty one) days have lapsed and/or failure of payment of a fine.
- 16.12. A person who is aggrieved by a fine and/or penalty may within 7 working days of the date upon which the fine was issued lodge a grievance by following the board process in clause 4.

Schedules:

Schedule 1: Architectural Specifications and Guidelines

Schedule 2: Landscaping and planting list

Schedule 3: Village Layout

Schedule 4: Penalties

Schedule 5: Policy for the Installation of Rainwater Harvesting Tanks

Schedule 6: Access Control Policy and Procedures

I/We, the resident(s) to be residing at in the village acknowledge that I/we have received a copy of the house rules and all schedules thereto.

Signature: _____

Date: _____

Schedule 1: Architectural Specifications and Guidelines



MATAFFIN MACADAMIA VILLAGE

SPECIFICATION – FULL TITLE UNITS

28 October 2011

A: STRUCTURE:

1.0 Foundations:

- 1.1 Strip Foundations by Engineer in compacted excavations.

2.0 Floors:

- 2.1 Cement screed on concrete bedding on compacted fill. Termite poisoning to top of compacted fill
- 2.2 Garage floors to be finished smooth with a wood float.

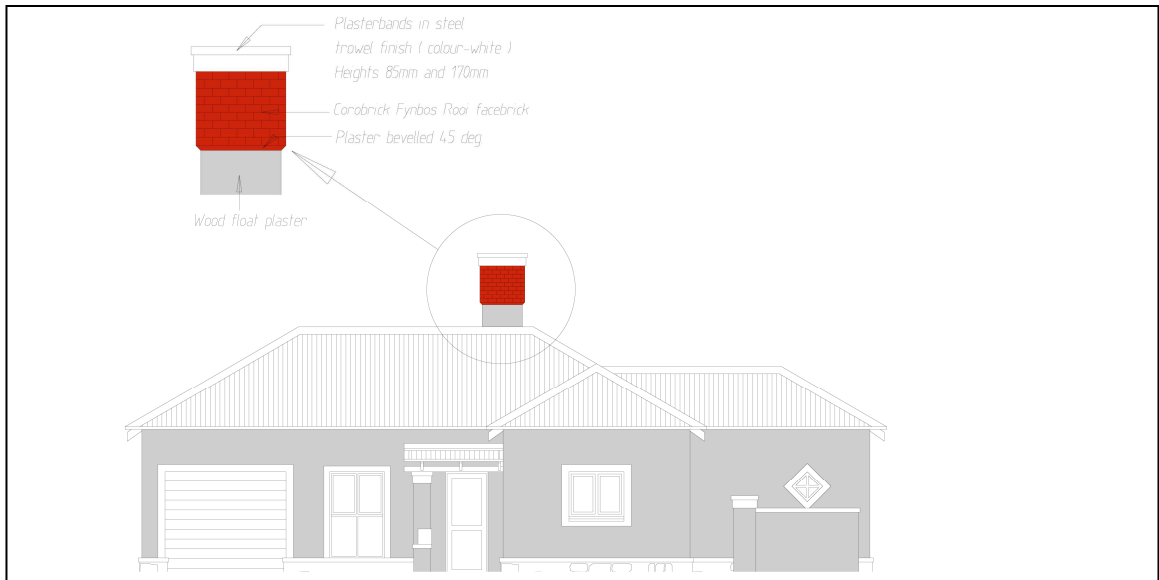
3.0 Superstructure:

- 3.1 External 230 mm walls and 115 mm internal brick walls. Plastered and painted.
- 3.2 Where applicable 230 mm walls separating units are to be built up to underside of roof tiles as a fire wall.
- 3.3 Prestressed concrete lintols to be built in over all openings.
- 3.4 DPC under walls.
- 3.5 Corobrick Fynbos Rooi (or other approved by Estate Architect) Facebrick with flush joints for feature walls.

4.0 Roofing:

- 4.1 Prefabricated timber roof trusses to be designed according to local authorities standards.
- 4.2 House roofs: Corrugated iron roof sheeting (angle, 7° and 30° degrees) in Chromadek colours, fixed to timber purlins as per manufacturer's specification.
Colours:
 - Dove Grey
 - Dark Dolphin
- 4.3 Garage roofing: Kliplok (or other approved by Estate Architect) Chromadek roof sheeting in colours to match house and to single lengths fixed to timber purlins as per manufacturer's specification. (2.5° degree angle)

- 4.4 Galvanized valley gutters and flashings where applicable.
- 4.5 Aluminium gutter seamless with aluminium downpipes. Colour to match roof sheeting.
- 4.6 Chimney:
 - Wood float plaster as walls (same colour to be used). Facebrick detail to be Corobrick Fynbos Rooi (or other approved by Estate Architect) with steel trowel plastered corbelling as per sketch.



5.0 Ceilings:

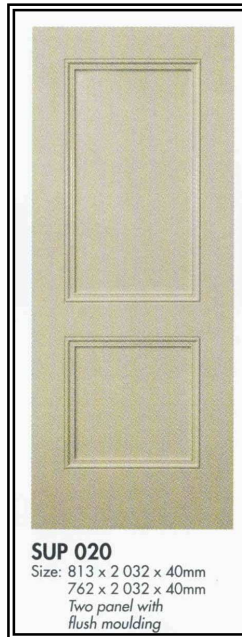
- 5.1 6.4 mm Thick Gypsum “Rhinoboard” ceilings skimmed with cretestone plaster on timber battens, to all rooms excluding garages.
- 5.2 Polystyrene decorative cornices. Lafarge range, Neo Classic 75 x 88 mm (or other approved by Estate Architect).



- 5.3 Sisalation 410 insulation.
- 5.4 One trap door and frame per unit.

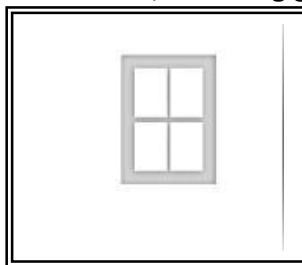
6.0 Doors, Frames and Windows:

- 6.1 Front Entrance Door and patio door – 40 mm Hardwood stable with raised fielded panels door with cill in rebated timber frame painted white. (Top two panel to have safety glass)
- 6.2 Kitchen External Door – as 6.1.
- 6.3 Yard Gate – Fibre cement slatted gate with steel frame. Painted white
- 6.4 Garage doors. Wispeco white aluminium roller door. (Excluding motor).
- 6.5 Internal doors – Hollow core Sup 020, by Lotus or other approved by Estate Architect, flush doors in rebated pressed steel frames to suite wall thickness.



Internal Garage door between garage and dwelling to be solid hardwood door. Door to be painted white.

- 6.6 Wooden windows painted white, including glazing, ironmongery, etc.



- 6.7 Internal window cills to be plastered and painted to match wall except to kitchens and bathrooms where they will be tiled.
- 6.8 Shower doors – Glazed hinged or tri-sliding screen shower doors to showers with no threshold. Tiled shower floors all to falls and cross falls.
- 6.9 Burglar bars, etc. to architects details and specification.
- 6.10 All timber doors, frames, cills, etc. to be painted to specialist's specification.
- 6.11 External doors to be hardwood with safety glass and to be stabled doors.

7.0 Skirtings & Mouldings:

- 7.1 22 x 76 mm Timber skirtings to all Areas. Tile to patios 120 mm high Terra Rosa tile skirting (no skirting to bathrooms and kitchen). All skirtings to be painted white
- 7.2 50 mm White matt porcelain dado rail in bath and shower rooms where tiling is taken up to 1.5 m.

8.0 Verandah Timbers:

- 8.1 Timber columns on patios to consist of 75 x 50 mm rectangular tubing with baseplate bolted to floor. 150 x 38 mm CCA treated SA Pine beams on either side of rectangular tubing fixed with threaded rod and stainless steel dome nuts. Painted white.
- 8.2 Timber rafters and bearer beams to be 150 mm and fixed as per detail.

B. FINISHES

9.0 Floor Coverings:

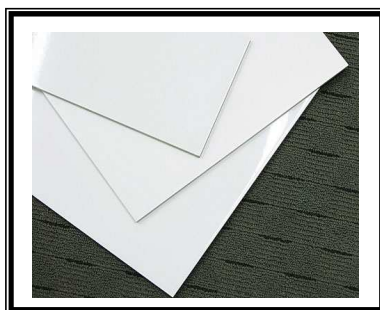
- 9.1 Option 1: Terra Rosa 240 x 240 mm clay tiles with sealer as per supplier



- 9.2 Option 2: 300 x 300 mm ceramic tile to PC amount provided by Developer.
- 9.3 Driveway: Technicrete Double Bond paver 200 x 100 x 50 mm laid as a double lane towards garage, each to be 600 mm wide.

10.0 Wall Finishes:

- 10.1 External plaster to be one coat wood floated cement plaster. Internal Plaster to be sponge-finish or to approved sample by architect. Plaster bands around windows and doors as indicated on elevations
- 10.2 Tiling: 1JOHVL7657MM (or other approved by Estate Architect) ceramic wall tiling in bathrooms and showers. Tiling to 1.5m with porcelain dado rail above. Tiling to 2.1 m in shower cubicles. In kitchens: One row (100 mm) of Novamoda (or other approved by Estate Architect) Mosaic matt above granite splashback.



10.3 Plinth: Natural Crusher Run (Grey granite), with 85 mm high plastered corbel.



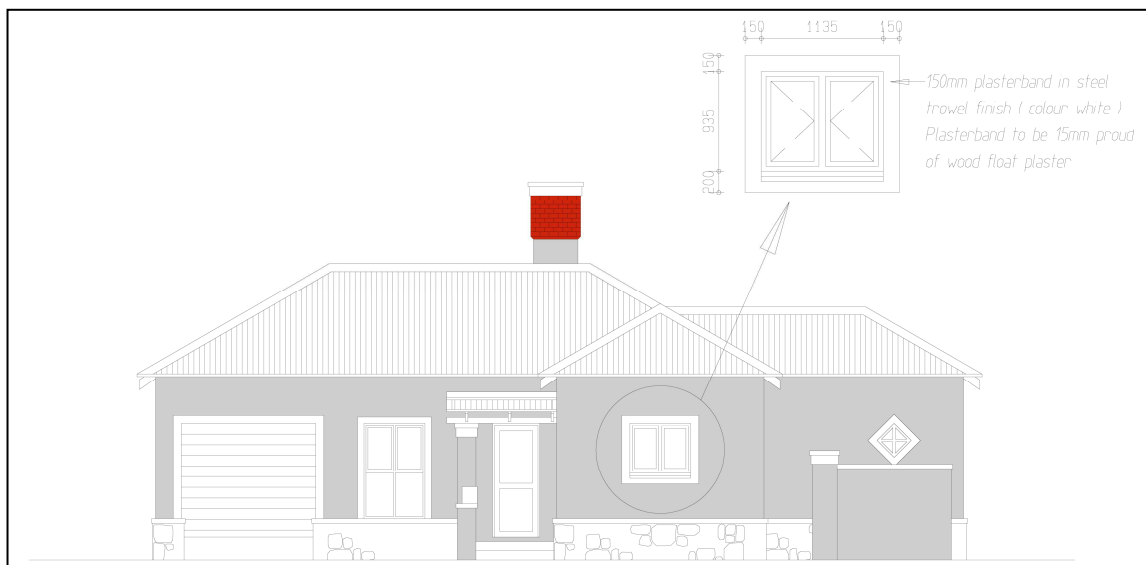
10.4 Paint colours:

10.4.1 Interior paint colour Plaster E16-2

10.4.2 Exterior – Wood float plaster painted Plascon;

- Mines Grey G15 or
- Beach Wood Y3-D2-1
- Veridiana Y2-D2-1
- NCS collection S1005-Y
- Polar Mist EPL269
- ALL PAINT TO BE STEVENSONS LINEN SILK OR OTHER APPROVED BY ESTATE ARCHITECT.

10.5 Plaster bands 150 mm wide steel trowel finish: Colour white. Window cills to be plastered brick on edge: Colour white.



11.0 Glazing & Mirrors:

All glazing to comply with safety regulations and SABS standards.

- 11.1 Glazing to bathrooms to be of 4 mm thick pacific obscure pattern glass.
- 11.2 No. 1 x 600 x 900 mm, 5 mm thick mirror above vanity in en-suite bathroom set into tiling and sealed all round.
- 11.3 Medicine cabinet to pedestal basins.

12.0 Ironmongery:

- 12.1 Dorma Designer square handles stainless steel as DSQ901, DSQ001 & DSQ06H. (or other approved by Estate Architect)



- 12.2 Yard gates to have strap hinges with galvanized lift action latch and keep.

13.0 Curtain Rails:

- 13.1 Double kirch rail. Except for kitchen and bathrooms, to be single rail.

14.0 Painting:

- 14.1 Preparation of surfaces: All surfaces to be well prepared, sanded, primed and stopped prior to any paintwork commencing. All to be carried out strictly in accordance with manufacturer's instruction and specification.
- 14.2 External plastered walls – see point 10 for colours.
- 14.3 Internal plastered walls – see point 10 for colours.
- 14.4 Skimmed ceilings – Stevensons Linen Silk specification 1 filler coat & 2 coats Acrylic PVA or similar approved.
- 14.5 Woodwork – see specifications.
- 14.6 Metalwork – see specifications.

C. JOINERY:

15.0 Cupboards:

- 15.1 Kitchen and bedroom cupboards: As indicated on plans.
 - Tops – "Rustenburg" Granite
 - Interior – White Melamine
 - Doors – Melamine with 3 mm PVC impact edging or postformed edges as per samples.
 - Backs – 3.2 mm white Masonite.
 - Handles – Roco handles: Rodas handle or Nidia handle. (or other approved by Estate Architect)

Plinth – Water resistant white melamine plinths in kitchen.

15.2 Vanity Cupboard:

Interiors – White Melamine

Doors – White Supawood or as per samples.

Backs – 3.2 mm white Masonite.

Handles – as for kitchens.

D. FITTINGS:

16.0 Sanitary ware fittings (as specified below or other approved by Estate Architect)

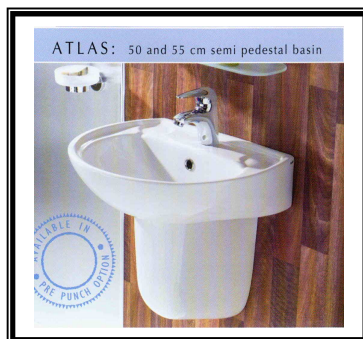
- Bath – Vantage with handle 1700 x 700 x 420



- Toilet – Riviere Close couple suite, water saving.



- Basin 1 – Atlas Basin 55 cm use with half pedestal



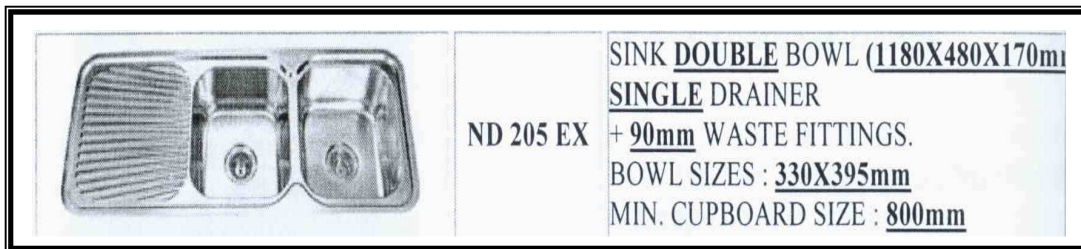
- Basin 2 – Atlas semi-recessed basin 500 mm



- Shower trap – Gio Square shower trap



- Kitchen sink – ND205 EX Double bowl, single drainer



- Sink mixer – Cosmo/Focus single sink mixer, code: 31780-000



- Kitchen sink – NA105 EX single bowl 920 x 470 x 180



- Basin mixer – Hansgrohe Décor E2 basin mixer



- Shower mixer – Hansgrohe Décor E2



- Crometta 85 Green overhead shower with thin arm (code: 28423-000 & 27411-000)



- Handshower at shower / bath combo Crometta 85 shower bar (code: 27615-000)



E. ACCESSORIES:

17.0 Bath and shower room accessories (as specified below or other approved by Estate Architect)

BASIN

2100 Series Towel ring, 173x200x55mm

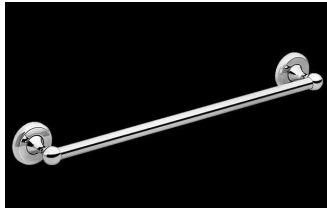


BATH

21 Series Soap Dish, 111x121x55mm



21 Series Single rail – 600, 630x65x55mm



SHOWER

2100 Series Glass shelf & Bottle bar, 500x138x55



2100 Series Robe Hook Double, 64x65x55mm



21 Series Soap Basket, 155x130x38mm



TOILET

21 Series Toilet roll holder



Toilet brush 2138CHRM Toilet brush, wall mounted



APPLIANCES

- Stove as per PC amount by developer.
- White appliances excluded.

F. SERVICES:

As per electrical layout

Indoor Wall Light at 1800 AFFL: Radiant JJ06 (energy saver lamp)



White with white blades ceiling fan + light: Eurolux F4W



Outdoor wall light at 2000 AFGL: Radiant LS461 stainless steel



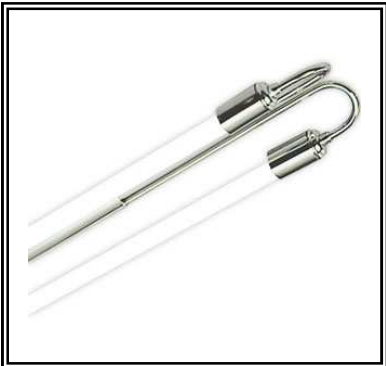
Outdoor Lantern: Radiant LS 462 stainless steel



Ceiling light: Radiant JD86-dining rooms



Fluorescent ceiling light 1400: Radiant KE01 – bigger kitchens



Fluorescent ceiling light 780: Radiant KE02 – smaller kitchens



Double open tube fluorescent light fitting - garages



Indoor downlighter: Quicklight (energy saver lamp)



Heater light (bathroom) Radiant JX30



Schedule 2: Landscaping and Planting list

SCHEDULE 2: LANDSCAPING GUIDE AND PLANTING LIST

Residents are encouraged to make use of indigenous plant species in their gardens. Mataffin Macadamia is however, essentially a lifestyle and retirement village and not an eco-estate and as a result the limitation of indigenous species is confined to tree and screen planting only. However utmost care and consideration should be taken not to make use of exceptionally large growing tree species for obvious reasons.

When it comes to smaller plants i.e. groundcovers and bedding plants, leeway is granted as most residents are going to want to plant a lemon tree, a rosemary bush and some annuals for colour. This will be in keeping with the country living atmosphere which already exists.

The planting list below has been developed by well-known landscaper and tree specialist, Neil Fishwick. It is not exhaustive and other species from the book *The Trees & Shrubs of Mpumalanga & Kruger National Park* book by Schmidt, Lotter & McClelland, may also be planted.

LARGE SHADE TREES

Bridelia micrantha (Mitseeri)
Ekebergia capensis (Cape Ash)
Acacia sieberiana (Paper Bark)
Harpephyllum caffrum (Wild Plum)
Trichilia emetica (Natal Mahogany)

SMALL & MEDIUM TREES

Apodytes dimidiata (White Pear)
Tabernaemontana elegans (Lowveld Toad Tree)
Antidesma venosum (Tasselberry)
Vepris lanceolata (White Ironwood)
Cryptocarya woodii (Wild Quince)
Chionanthus foveolatus (Pock Ironwood)
Bolusanthus speciosus (Tree Wisteria)
Heteropyxis natalensis (Natal Lavender Tree)
Loxostylis alata (TarWood)
Berchemia zeyherii (Red Ivory)
Dombeya rotundifolia (Wild Pear)
Pterocarpus rotundifolius (Round Leafed Blood Wood)
Rothmannia globosa (September Bells)
Galpinia transvaalica (Transvaal Privet)
Maytenus undata (Koko Tree)
Olea Africana (Wild Olive)
Ptaeroxylon obliquum (Sneezewood)
Peltoporum africanum (African Wattle)
Croton gratissimus (Lavender Fever Berry)
Terminalia sericea (Silver Cluster Leaf)

HEDGE & SCREENING PLANTS

Buddleja saligna (False Olive)
Carissa macrocarpa (Num Num)
Rhus leptodictya (Mountain Karee)
Nuxia floribunda (Forest Elder)
Freylinia tropica (Honey Bell Bush)
Plumbago auriculata (Cape Lead Worth)
Tecomaria capensis (Cape Honeysuckle)
Halleria lucida (Tree Fuchsia)
Dodonea angustifolia (Sand Olive)

Schedule 3: Village Layout

	GATEHOUSE, RECREATION, CARE CENTRE
	EXISTING HOUSES
	1 BEDROOM APARTMENTS
	2 BEDROOM OPTION 1
	2 BEDROOM OPTION 2
	NEW CARPORTS & GARAGES
	NEW LIFESTYLE APARTMENTS
	NEW RESIDENCE
	2 BEDROOM 2 BATHR OPTION 2

	PHASE 1
	PHASE 2
	PHASE 3
	PHASE 4
	PARK / LAWNS
	INTERNAL ROADS
	POOL

LET WEL: ALLE AFMETINGS MOET SAAM MET DIE TEKENINGE NAGEGAAN EN GEKONTROLEER WORD VOORDAT N AANVANG MET ENIGE WERK SOOS OP DIE TEKENINGE GEDETALLEER GEMAAK KAN WORD. ENIGE ONREELMATIGHEDER MOET ONMOEDLIK AAN DIE ARCHITEK UITGEWYS WORD.

NOTE: ALL MEASUREMENTS MUST BE CHECKED AND CONTROLLED AGAINST THE DRAWINGS ON SITE BEFORE ANY WORK COMMENCES ACCORDING TO THE DRAWINGS. ANY IRREGULARITIES MUST IMMEDIATELY BE POINTED OUT TO THE ARCHITECT



DATUM DATE	NR. NO.	BESKRIVING VAN WYSIGING DESCRIPTION OF REVISION	GETEKEN SIGNED
PROJ.EK		PROJECT	
TEKENING BESKRIVING		DRAWING DESCRIPTION	
P.O.BOX 40093 THE VILLAGE NELSPRUIT 1218 SOUTH AFRICA +27(0)13-752 5779 EMAIL: admin@jarchitects.co.za			
GETEKEN/DRAWN	SKAAL/SCALE	DATUM/DATE	CAD OPROEF KODE/CAD RECALL CODE
SB	1:1000	2017	
REVISION	TEK. NOMMER	DWG. NUMBER	DISKET NR. DISC NO.
vo36			

Schedule 4: Penalties

Schedule 5: Policy for the Installation of Rainwater Harvesting Tanks

SCHEDULE 5: POLICY FOR THE INSTALLATION OF TANKS FOR RAINWATER HARVESTING

As approved by the MMHOA on 5 December 2016

1. Installation of Rainwater Harvesting Tanks

Rainwater harvesting tanks may be installed by residents in the Village providing the following requirements are met:

- 1.1. The installation of any rainwater harvesting tanks is to be the approval of the Home Owners Association (HOA) before any expenditure is committed by the resident/owner.
- 1.2. The completed installation does not distract from the aesthetic standards of the Village in the opinion of the HOA.
- 1.3. All installations need to be shielded from the view, of neighbours and people using common property, with a suitable screen [refer to clauses in 2) below].
- 1.4. All tanks installed are to be made in a grey colour consistent with the architectural colour scheme of the Village residences.
- 1.5. The tanks are to be mounted on a suitable concrete base designed to carry the tank load when full.
- 1.6. The tanks are to be manufactured from rigid polyethylene or equivalent. No flexible tanks, concrete tanks or metal tanks are acceptable.

2. Screening Guidelines

- 2.1. Screens need to be the height of the tanks.
- 2.2. The screen will be a trellis structure made from wood, metal or plastic that will permit the growth of a suitable creeper. The trellis design proposed is to accompany the application for approval to install the tanks.
- 2.3. The finished colour of the trellis structure is to be white.

3. Pipework

- 3.1. All pipework is to be PVC.
- 3.2. Where the pipework is exposed to view, the finished colour is to be close to the walls of the house where the tanks are installed.
- 3.3. The layout of the pipework is to be neat and is not to distract from the aesthetic of the Village.

4. Water Management

- 4.1. The water harvested is to be stored such that it does not become polluted and/or releases offensive odours.

Schedule 6: Access Control Policy and Procedures

SCHEDULE 6



ACCESS CONTROL POLICY AND PROCEDURES FOR MATAFFIN MACADAMIA ASSISTED LIVING AND LIFESTYLE VILLAGE

19 January 2016

Access Control Principle

Access Control to Mataffin Macadamia Village (“the Village”) is based on the principle that the guards at the gates will have no authority or means of opening or closing the gates themselves, except in the case of pre-authorised contractors. An electronic impulse is required to open the gates. The impulse can only be provided by an authorised Owner/Resident, whose name and telephone details appear on the access control database of the Mircom access control system. The Gate Keeper system will also be installed and used for this purpose. In the case of pre-authorised contractors the guard will use the Gate 4 for entry and exit.

The following categories of persons can enter the Village:

1. **Owner/Residents** (Vehicle/Pedestrian)
2. **Visitor** per Vehicle to Owner/Resident.
3. **Holiday Home Visitors** per Vehicle
4. **Sales office Visitors** per Vehicle
5. **Contractors** per Vehicle (Drivers and co-workers)
6. **Deliveries** (Vehicles)
7. **Pedestrians** on Foot

The following procedures shall be followed for the issue of access remotes, for the purpose of gaining access to the Village:

1. Owner/Residents (Vehicles)

Definition and Conditions

An Owner/Resident can either be an owner of a property and/or the tenant of a property.

A maximum of 4 (four) access remotes can be issued to a household, provided that the remote holder is:

- (a) A permanent resident on the Village and
- (b) The holder of a driver's license.

The definition of permanent resident is "any person who resides for an uninterrupted period of 3 (three) months per year on a property."

The owner of a vacant stand shall be entitled to 2 (two) access remotes.

Procedures to obtain an access remote.

- 1.1 New owners will receive two free access remotes from the **Mataffin Macadamia Sales Office** after supplying the necessary details as set out below. Additional remotes can be obtained from Sales Office at a cost of R300.00 excluding VAT per remote
- 1.2 An Access Remote will be issued to an Owner/Resident after:
 - Completion of an Owner/Residents Information Form (Obtainable from the Caretaker)
 - Provision of a maximum of 3 telephone numbers (including cell phone numbers)
 - Submitting a copy of a valid Driver's Licence
 - Demonstrating proof of residency/ownership (Levy statement, Deed of Sale/Lease Agreement/Municipal Account)
- 1.3 A lost access remote will be replaced after payment of R350.00 (Excl. VAT).
- 1.4 An Owner/Resident, who enters the Village for the first time to obtain an access remote, will be pre-cleared as a Visitor with the Security Officer/Caretaker at the main gate.
- 1.5 An Owner/Resident must call in person to collect and sign for his/her access remote. A remote will not be issued to a third party.

Procedures to enter and exit the Village.

- 1.6 Owner/Resident drivers will enter the Village either using an access remote or by use of the Gatekeeper System or Mircom System. The Gatekeeper system is a process whereby a registered cell phone may be used to gain entry through the Main Gate.
- 1.7 The procedure to be followed by an Owner/Resident to exit the Village will be via the remote or by entering the exit code in the Mircom keypad at the Main Gate.
- 1.8 An Owner/Resident whose remote fails (for whatever reason) to open the gate or who does not have a remote or his/her cell phone at the time to open the gate, will be required to enter following the procedure for a Visitor.

Owner/Residents (As Pedestrian)

An Owner/Resident may enter/exit the Village on foot/bicycle in the same way as in their vehicle (with their remote or cell phone) or as a pedestrian. The same procedure followed by a Pedestrian (Temporary Visitor) shall apply to an Owner/Resident who wishes to enter/exit the Village as a pedestrian without their remote or cell phone.

2. Visitor to a Owner/Resident (Vehicle)

- 2.1 The Visitor vehicle will approach the Village in the visitors' lane and will stop at the gate. The driver will then enter the name, of the resident to be visited in the Mircom keypad system. The resident contacted will receive a telephone request to open the gate. The resident will confirm who is entering and if the resident is satisfied that it is a valid visitor, the resident will open the gate by using the system.
- 2.2 If there is no reply to the call the Visitor will be advised accordingly and access will be denied.
- 2.3 When a Visitor wishes to exit the Village, the visitor will be given an exit code by the Resident. At the exit gate the visitor will enter the exit code into the keypad system which will open the gate.
- 2.4 Visitors to the sales office need to phone one of the sales agents to gain access to and exit from the Village.
- 2.5 When an owner is hosting a group function (i.e. more 10 vehicles) the Caretaker must be notified beforehand to make special arrangements for the access of guests. Guests will be required to bring their invitations along to gain access and the host must provide a list of invited guests.

General Notes

Pre-Clearance Calls

The functionality of the system is based on a pre-clearance call to permit access to the Village. The pre-clearance calls are made by the visitor, short term contractor, service provider` to the resident to confirm access to the property. Long term contractors are required to enter and leave via a pre-registration process giving the Guard Gate the facility to allow them to enter or exit the Village.

It is also important that Residents pre-authorise family members or domestic workers to accept pre-clearance calls or not.

Unauthorised acceptance of pre-clearance calls can cause problems.

Experience has shown that abuse of the system can result in a security threat.

Security starts at home!!! Be certain who you permit to accept pre-clearance calls, especially if you are not at home.

3 Holiday Home Visitors

The definition of a Holiday Home Visitor is one who visits the Village for one or more nights up to a maximum of 3 (three) months.

- 4.1 The Holiday Home Visitor may enter the Village with a remote provided to him/her. It is the responsibility of the Holiday Home Visitor to contact the Caretaker to arrange for his cellular phone to be programmed to gain access through the Gate Keeper system.
- 4.2 The Holiday Home Visitor will be requested to proceed to the Caretaker to verify all documents to confirm authority for access to be granted.

5 Contractors

The following distinction will be made between Contractors:

(a) Short Term Contractor

- Maximum of 10 working days
- Maximum of 5 workers
- Example: Electrician / Plumber / Tiler / Computer Technician etc

(b) Long Term Contractor

- Maximum of 12 months
- Maximum of 25 workers
- Example: Building Contractor / Village Agent / Municipality / Telkom etc.

(c) Main Contractor

The main contractor is the contractor appointed by the developers to undertake the construction of all the new units. They have their own construction entrance and site camp, which they are responsible for managing and keeping neat and tidy in accordance with the agreed rules and procedures.

5.1 Short Term Contractor

- 5.1.1 The Driver of the vehicle must show his driver's license/ID book to the Gate Coordinator. This information will be noted down in a contractors register. The names of his workers accompanying the driver must be also be provided. All persons entering the premises must be accounted for.
- 5.1.2 Short Term Contractors may only enter the Village on Monday to Friday, between 07h00 and 17h00 and Saturdays between 07h00 and 13h00.

- 5.1.3 After hours entry by Short Term Contractors for emergency work (i.e. burst water pipe / power failure, etc.) need to be pre-cleared with the Caretaker by the owner/resident.
 - 5.1.4 The Contractor must announce the residents name, address and type of work he/she is to perform as well as an estimate time of the duration of the work.
 - 5.1.5 A pre-clearance call will be made to the Resident to obtain permission for the Contractor to enter the property. The Resident must also advise if anybody is at home to receive the Contractor. Should there be nobody at home, the Resident must accept responsibility that he/she allowed the Contractor in at his/her own risk.
 - 5.1.6 The Short Term Contractor who will be working for more than 1 (one) day on the property but fewer than 10 days, needs to be informed that access and exit procedures will be repeated with each entry.
 - 5.1.7 If a Short Term Contractor enters the property frequently, e.g. an Electrician who works at several houses from time to time he/she should register as a Long Term Contractor – even though he/she is not able to provide a single one project address.
- 5.2 **Long Term Contractor**
- 5.2.1 A Long Term Contractor must be registered prior to entering the property for the first time. The registration process is initiated by the Owner/Resident informing the Caretaker in writing that a Long term Contractor will be engaged for an estimated period, the nature of the work and the address where it will take place.
 - 5.2.2 The Long Term Contractor driver must be in possession of a valid Driver's License or ID Book and an acceptance letter/ signed order / quotation or Long Term Contractors Registration Form, signed by the Owner/Resident. This provides a link to the Owner/Resident where he is to work.
 - 5.2.3 The Owner/Resident who has appointed the Long Term Contractor will proceed to the Caretaker where all documents will be verified. Authority for access will be approved.
 - 5.2.4 The Contractor/Driver needs to complete a Long Term Contractor Registration Form and photocopies of his and all Co-Workers' ID's will be kept on file.
 - 5.2.5 After the Caretaker has verified the documents, the Owner/Resident will sign for authority to be approved for access to the property for the predetermined period.
 - 5.2.6 The Long term Contractors may only enter and leave the Village through Gate 4 (delivery/service gate). All contractors and workers will be provided with an ID card and coloured bib upon arrival each day. A register will be

kept at the contractors'/delivery gate (gate 4) with all the contractor's information. All ID cards and bibs will be handed in at the gate 4 when the contractor and their workers exit the property.

- 5.2.7 A non-refundable amount of R70.00 will be charged to the contractor for a lost ID card/bib.
- 5.2.8 No Contract worker is permitted to walk to the construction site.
- 5.2.9 When a new co-worker joins the team, the Driver must accompany him to the Caretaker that he may be registered.
- 5.2.10 If the Driver of the Long Term Contractor changes, the new Driver must report to the Caretaker for registration.
- 5.2.11 No Driver will be allowed inside the property unless he holds a valid Driver's Licence.

5.3 Main Contractor

The main contractor employed by the developer will be required to follow the following procedures:

- 5.3.1 All their work force working on the site will require bibs and an ID card.
- 5.3.2 Their labour and construction vehicles will only be allowed to enter through the construction gate managed by the Main Contractor.
- 5.3.3 Sub-contractors to the main contractor will be required to follow the procedures of either short or long term contractors as set out above depending on the time required on site.
- 5.3.4 The main contractor's labour and construction vehicles should move from the construction camp to the building sites around the completed and occupied units rather than past them and keep noise levels when walking past to a minimum.
- 5.3.5 The main contractor is responsible for managing the construction access and in this regard will ensure a guard is posted during working hours and the gate is locked after hours.
- 5.3.6 The main contractor is to keep the site camp neat and tidy at all times and ensure that only watchmen and guards reside in the site camp overnight.

6. Deliveries (Vehicles)

- 6.1 The Driver of a delivery vehicle enters the property through the Visitors lane. He will follow the same procedures as that for visitors.
- 6.6 The number of co-workers on a delivery vehicle shall be recorded by the guard on duty to ensure that the same amount of people exit the property.

7. Pedestrians

There are 2 (two) categories of Pedestrians:

(a) Pedestrian Visitor

This person visits the Village from time to time on an irregular basis.

(b) Pedestrian - Staff Member

The Pedestrian – Staff Member would require frequent access to the Village. The following are examples:

- Domestic workers
- Care Centre workers
- Gardeners
- HOA Staff (Landscape Workers)
- Security Staff

7.1 One Day Pedestrian Visitor

- 7.1.1 A one-day pedestrian visitor may enter the Village at Main gate.
- 7.1.2 The pedestrian will be asked to supply some form of identification.
- 7.1.3 The details of the Owner/Resident to be visited will be obtained and a pre-clearance call will be made to the Owner/Resident by the pedestrian or the guard in the event the visitor does not have a phone.
- 7.1.4 Once the Owner/Resident has granted permission for entry, the pedestrian Visitor will enter the property after the Owner/Resident has opened the gate.

Note: Should the visitor have indicated on arrival that he/she intends to stay overnight, pre-clearance needs to be obtained from the Owner/Resident. An appropriate entry will be made in the occurrence book.

7.2 Pedestrian - Staff Member

First Time Entry

- 7.2.1 All Staff Pedestrians should initially report to Main Gate. He/she must supply his future Employers name and/or address.
- 7.2.2 A written application signed by the Owner/Resident/Caretaker needs to be provided confirming the appointment of the staff member.
- 7.2.3 The Owner/Resident/Manager who appointed the Pedestrian Staff will proceed for the first time to the Caretaker together with the Pedestrian to verify all documents to be handed in and to confirm authority for the access to be granted for a maximum period of one year.
- 7.2.4 At the Security Office a Staff Pedestrian Access Application Form needs to be completed and a copy of the persons ID book will be kept on file. All Staff pedestrians will be issued with an ID card at the cost of the Owner/Resident.

- 7.2.5 The pedestrian needs to be advised to hand in his / her ID card at the main gate when exiting the property.
- 7.2.6 The ID must be displayed at all times while walking through the village.

Important:

Security would rely on the Employer (Owner/Resident/Manager) to inform Security immediately of any change in employment in order to remove the particular Pedestrian Staff member from the system.

8. General

- 8.1 No goods may leave the property, be it carried by a Pedestrian or inside a car or on the back of a LDV/Truck, without a Consent Letter from the Owner/Resident. The guard is to undertake random searches of vehicles on a frequent basis. These searches are to be recorded.
- 8.2 Any deviations from these Access Control Procedures will be recorded in the Occurrence Book (OB) and will be linked to the electronic document trace.
- 8.3 Owner/Residents who by-pass procedures, names and vehicle registration will be recorded in the OB and brought to the attention of the Village Manager on the first working day after the incident.
- 8.4 Owner/Residents/Visitors/Contractors who use abusive language at the gates to the guards, names and vehicle registration will be recorded electronically and in the OB and brought to the attention of the Village Manager.
- 8.5 Similar, Owner/Residents/Visitors/Contractors are allowed to request an OB entry to be made in respect of Security Officers and Guards, who are rude or use abusive language or fail to comply with procedures.
- 8.6 Any breach to the perimeter fence that is noticed by an Owner/Resident, visitor or staff member or Caretaker is to be reported immediately to J&M Security at the gate and an entry thereof noted in the OB. J&M will patrol the perimeter fence once a day to check for any breaches and /or loss of electric current where applicable.

Final Thoughts

Access control forms the heartbeat of Security on the property.

By ignoring the correct procedures, not only your, but all the Owner/Residents on Mataffin Macadamia life's are put at risk.

Do not hesitate to report a breach of the procedures as soon as possible.

Be Security wise – follow the correct procedures!!!