



LETHABONG VILLAGE

GOVERNING RULES

LETHABONG ESTATE MASTER HOME OWNERS ASSOCIATION

NPC & LETHABONG VILLAGE MASTER HOME OWNERS

ASSOCIATION NR 2 (LEMHOA)

1. INTRODUCTION

The Governing Rules should be read in conjunction with the “LETHABONG ESTATE CONSTITUTION NR 1 & NR 2” and “Conduct Rules”. If there is any conflict between the Conduct & Governing Rules and the “Lethabong Estate Constitution nr 1 & Constitution nr 2” the Governing Rules will apply as stipulated within this document and become binding to every member of the (LEMHOA).

The purpose of the Governing Rules including the “Lethabong Estate Constitution “is to be able to govern the use of the “Lethabong Estate and its Common Area & Facilities. The Governing Rules including the “Lethabong Estate Constitution nr 1 & Constitution nr 2” and “Conduct Rules” is not intended to limit the Lifestyle of the Residents, but rather to protect all Registered Owners/Tenant and Visitors and is equally binding to all Residents & Visitors.

This Governing Rules including the “Lethabong Estate Constitution nr 1 Constitution nr 2” and “Conduct Rules” is administered and enforced by the Board of Trustees acting on behalf of the LETHABONG ESTATE MASTER HOMEOWNERS ASSOCIATION NPC. It is the responsibility of every Registered Owner to ensure that all Residents, Tenants and Visitors abide by the Conduct & Governing Rules including the “Lethabong Estate Constitutions of the Lethabong Estate. Any contravention of the Conduct & Governing Rules including the “Lethabong Estate Constitution nr 1 & Constitution nr 2” by any person who gains access to the Lethabong Estate under the authorisation of a Registered Owner / Resident shall be deemed to be a contravention by that Owner / Resident.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Governing Rules the following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them:

- 2.1.1 “AAP” means the Architect Accreditation Procedure as provided for in the Builders Code of Conduct terms and conditions of which accreditation must be determined by the Developer, during the Development Period, and thereafter by the Board, and approved by the ARC;
- 2.1.2 “Accredited Architects” means the Architects, Landscape Architect accredited in terms of the AAP and includes an Architect appointed for the purpose of scrutinizing all plans on behalf of the Association and more specifically, the ARC, and a Landscape Architect appointed for the purpose of the controlling and enforcing of the Landscape Guidelines and Landscape Plan, on behalf of the ARC and the Board;
- 2.1.3 “Accredited Building Contractor” terms means the Building Contractor accredited in of the BCAP, limited to 1 (one) Accredited Building Contractors.
- 2.1.4 "A&D Guidelines" means the architectural and design guidelines as defined in the Design Guidelines & Constitution nr 1 & Constitution nr 2;
- 2.1.5 "Alienate" means the Alienation of any Land Unit, or portion of the Land or part thereof whether by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, lease, court order or insolvency, change in shareholding of a Company or Membership in a Close Corporation irrespective of whether such alienation is subject to a resolute condition or a condition precedent, and alienation shall have a corresponding meaning;
- 2.1.6 "ARC" means the Architectural Review Committee established by the Developer during the Development Period, and thereafter by the Board, the functions of which committee are described in Clause 3 below;

- 2.1.7 "Association" means the **Lethabong Estate Master Home Owners' Association**, an association not for gain, constituted in terms of the Constitution (also known as LEMHOA);
- 2.1.8 "BCAP" means the Building Contractor Accreditation Procedure as provided for in the Builders Code Conduct, the terms and conditions of which accreditation must be determined by the Developer, during the Development Period, and thereafter by the Board, and approved by the ARC;
- 2.1.9 "Board" means the Trustees assembled as a Board, as more fully described in the Organogram Annexure A "LETHABONG ESTATE MASTER HOME OWNERS ASSOCIATION NPC";
- 2.1.10 "Private Property" means the Private Property as defined in the Constitution Nr 1 & Constitution nr 2;
- 2.1.11 "Communal Facilities" means the **Community Centre and Day Care Centre**, Sport Facilities, Recreational Common Area & Facilities
- 2.1.12 "Constitution Nr 1 & Constitution nr 2" means the Constitution of the Association, approved by the Local Authority;
- 2.1.13 "BCC" means the Builders Code of Conduct, incorporating the Lethabong Estate Site Building Regulations, approved by the Developer and LEMHOA NPC.
- 2.1.14 "DCF's" means any Development Concept Changes that might be done to the Development Plan during the Development Period, by the Developer and the Local Authority and thereafter to be approved by the Board, the ARC, an Unanimous Resolution, and the Local Authority;
- 2.1.15 "Developer" means Set Square Developments (Pty) Ltd Reg Number: 2013/199166/07 a Private Company with limited liability duly incorporated in terms of the laws of RSA.
- 2.1.16 "Dwelling" means the construction of a Building on an Erf, suitable for occupation and use by natural persons;

- 2.1.17 “EAAP” means the Estate Agency Accreditation Procedure as determined and prescribed by Board, from time to time;
- 2.1.18 “Erf/Erven” means any Erf created by the subdivision of the Parent Property, as indicated on the SDP, or any amendments thereto, but excluding the Communal Property “ Private Property “;
- 2.1.19 "Estate" means Lethabong Estate Master Home Owners Association NPC, being the township to be established by the Developer on the Parent Property;
- 2.1.20 "Estate Management" means the Estate Management as defined in the Management Agreement;
- 2.1.21 “H&S Legislation” means all applicable Health and Safety Legislation and Regulations in terms of the South African legislation and precedent law;
- 2.1.22 "Landscape Guidelines" means the Landscape Guidelines approved by the Accredited Architect, the Developer, including the Landscape Plan;
- 2.1.23 "Landscape Plan" means the Landscape Plan approved the Local Authority;
- 2.1.24 "Land Unit(s)" means any subdivided portion of the Parent Property registered or being capable of being registered in the Deeds Office Registry;
- 2.1.25 "Local Authority" means the Local Authority having jurisdiction over the Estate, being the Emfuleni Local Municipality or its successors in title;
- 2.1.26 "Management Company" means the Management Company as defined in the Management Agreement;
- 2.1.27 "Occupant" means any person/s occupying a Dwelling or any improvement or structure thereon;
- 2.1.28 "Owner" means the registered Owner of an Erf and as such a Member of the Association;
- 2.1.29 “Parent Property” means the land approved for development by the Local Authority, Lethabong Extension 1 upon which the Estate will be developed by the Developer;
- 2.1.30 “Prescribed AOS” means the Agreement of Sale prescribed by the Developer.

- 2.1.31 "Private Open Spaces" means the Private Open Spaces as defined in the Constitution Nr 1 & Constitution Nr 2;
- 2.1.32 "SDP" means the Site Development Plan approved by the Local Authority, attached hereto as Annexure B;
- 2.1.33 "SRE" means all Erven in the Estate Zoned and used for single residential purposes and which Erven 1 (One) Dwelling may be constructed;
- 2.1.34 "Sub- Association" means any Sub-Home Owners Association as defined in the Organogram Annexure A.
- 2.2 Any reference to natural persons includes artificial persons and vice versa.
- 2.3 Any reference to a gender includes the other genders (including neuter).
- 2.4 Any reference to the singular includes the plural and vice versa.
- 2.5 The Clause heading in this Constitution nr 1 & Constitution nr 2 have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.6 Words and expressions defined in any sub-Clause shall, for the purpose of the Clause of which that sub-Clause forms part, bear the meaning assigned to such words and expressions in such sub-Clause.
- 2.7 No provision of this Constitution Nr 1 & Constitution Nr 2 or any related document shall be construed against or interpreted to the disadvantage of any party hereto by reason of such party having or being deemed to have structured or drafted such provision.
- 2.8 This Constitution Nr 1 & Constitution Nr 2 shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa and the Association and every Member consent to the jurisdiction of any competent court of the Republic of South Africa, for the purposes of any proceedings instituted in connection with this Constitution.

3. RULES AND CODES OF CONDUCT

- 3.1 Subject to the provisions of the Constitution Nr 1 & Constitution Nr 2 and to any directions given by the Association and to any conditions imposed by the Local Authority or the Developer or any other statutory body, the Board may make rules, codes of conduct and may vary or modify the same from time to time, in connection with:
- 3.1.1 the installation, operation and maintenance of irrigation in the Communal Property / Private Open Space;
- 3.1.2 the determination or control of security measures as will be provided for in the Security Protocol;
- 3.1.3 the control of the building operations and the conduct of the Accredited Building Contractor in terms of the BCAP, including any sub-contractors or agents;
- 3.1.4 the control and conduct of persons for the prevention of nuisance of any nature to any Owner/Occupant;
- 3.1.5 the control and conduct of persons using the Communal Property / Private Open Space;
- 3.1.6 the use of roads, infrastructure, services amenities and facilities in the Communal

Property / Private Open Space, including the right to charge a reasonable fee for the use of the amenities and facilities;

- 3.1.7 the furtherance and promotion of any of the objectives of the Association, for the better management of the affairs of the Association and for the advancement and protection of the interests of the Members, Owners and Occupants.
- 3.2 Subject to any restrictions imposed or directions given at a General Meeting of the Association, the Board may (but shall not be obliged to) from time to time, make rules, and amend or modify those rules, in relation to, *inter alia*, the following:
- 3.2.1 the management and control of the Estate;
 - 3.2.2 the furtherance and promotion of any of the objectives of the Association including the promotion of better management of the affairs of the Association and the advancement of the interests of the Members;
 - 3.2.3 the use, occupation and enjoyment of the Communal Property / Private Open Space and the Communal Facilities;
 - 3.2.4 the preservation of the natural environment within the Estate;
 - 3.2.5 the pedestrian and vehicular traffic including parking within the Estate;
 - 3.2.6 the conduct of any business within the Estate;
 - 3.2.7 the conduct of any Owner, Occupant or visitor of the Estate;
 - 3.2.8 the nature, content and design of garden and landscaped areas within the Estate in accordance with the Landscape Plan and the Landscape Guidelines;
 - 3.2.9 the admission of any person within the Estate, including the conditions upon which persons may enter the Estate, and the eviction of any person who is not entitled to be present within the Estate under circumstances of Probable Cause;
 - 3.2.10 the storage of flammable and other harmful substances;
 - 3.2.11 the enforcement of any rules made in terms of this Constitution Nr 1 & Constitution Nr 2 and the adjudication of disputes relating to the application and/or interpretation of any of the Rules and/or Conduct Rules;
 - 3.2.12 the introduction of fines and other penalties that may be payable by any Member/Owner, Occupant or visitor for contravening or failing to comply with any of the provisions of this Constitution Nr 1 & Constitution Nr 2, the Rules or the Conduct Rules, or any rules and regulations made thereunder.
- 3.3 Each Sub-Association shall ensure that none of its Members/Owners shall let or otherwise part with the occupation of his Land Unit, whether temporarily or otherwise, unless the proposed Occupant has agreed to be bound by all the provisions of the Constitution Nr 1 & Constitution Nr 2, SAC, the Rules and/or the Conduct Rules and all other rules or regulations made or promulgated by the Association, or the Developer, during the Development Period. The Members/Owners shall at all times remain bound by the provisions of the Constitution Nr 1 & Constitution Nr 2 and will be required to ensure and procure compliance therewith by such Occupant. The Members/Owners shall be liable for the acts or omissions of all persons occupying his/her Dwelling/Erf whether lawfully or unlawfully including without limitation guests, employees, invitees, contractors, sub- contractors or agents.

3.4 Any rules (including the Rule and the Conduct Rules) made in terms of this Clause 5 shall be binding upon:

3.4.1 every Member/Owner;

3.4.2 Every Occupant within the Estate, *mutatis mutandis*, and every Member/Owner/Occupant shall procure that all its representatives, tenants, members of the household, visitors, invitees and other persons related to that Member/Owner comply with the Constitution Nr 1 & Constitution Nr 2, the Rules, the Conduct Rules made in terms of this Constitution Nr 1 & Constitution Nr 2 and every Owner/Member acknowledges and agrees that it will be liable for any breach or non-compliance by any of its representatives, tenants, Occupants, family members, visitors, invitees and other persons related to that Member/Owner.

4. APPROVAL OF PLANS FOR BUILDINGS AND STRUCTURES

4.1 For the purposes of maintaining the high standard of the appearance and design of the Estate and of ensuring *an* attractive and harmonious appearance of the Estate, the Developer may make the A&D Guidelines as well as Landscape Guidelines relating to the appearance, design and construction requirements applicable to the Estate. The A&D Guidelines shall constitute an integral part of this Constitution Nr 1 & Constitution Nr 2 and may be amended from time to time by the Developer, for the duration of the Development Period, and thereafter, by the Board, provided it remains true to the original approved development vision.

4.2 All improvements on the Developed Land shall comply with the provisions of the A&D Guidelines.

4.3 No construction, erection or alteration of, or addition to, any Improvements on the Developed Land ("Works") may commence or be carried out without the prior written approval of the plans and specifications in respect of the Works by the ARC, Management Company or the Developer, for the duration of the Development Period, and thereafter, by the Board and the Local Authority Approval.

4.4 A full set of proposed plans and specifications in respect of the Works prepared in accordance with the A&D Guidelines shall, for the duration of the Development Period, be submitted to the ARC.

4.5 The ARC shall, in its sole and absolute discretion, determine whether the plans and specifications in respect of the Works comply with the Architectural Guidelines, and its determination in this regard shall be final and binding upon the Member/Owner concerned.

4.6 The ARC, as nominated by the Developer, for the duration of the Development Period, and thereafter, the Board, shall be entitled to withhold any approval contemplated by this Clause 13, subject to compliance with such modifications or amendments to the plans and specifications in respect of the Works and/or such other conditions as the Developer or the ARC (as the case may be) may request or impose in their sole discretion.

4.7 Any approval granted by the ARC shall be in writing and be signed by the Management Company and or the ARC. Before giving such approval, the Developer or the ARC (as the case may be) may require the following to be lodged with them:

4.7.1 such descriptions, drawings and/or plans as may be necessary to enable them to

consider the matter;

- 4.7.2 details of construction materials to be used; and
 - 4.7.3 any other documentation as they may require.
 - 4.7.4 relevant scrutineering fees
- 4.8 No approval shall be granted unless all contractors, including the Accredited Building Contractor, being appointed to carry out the Works (or any parts thereof) have waived their respective liens in respect of the Works or the relevant Erf (or any part thereof) or in respect of the Communal Property / Private Open Spaces, in writing, in a form acceptable to the Developer, for the duration of the Development Period, and thereafter, the Board, in their sole and absolute discretion.
- 4.9 Once approved by the Developer and the ARC, the plans and specifications shall be submitted to all relevant authorities for approval, and having obtained the approval of any relevant authorities, the Member/Owner concerned shall comply with all conditions and standards imposed by any relevant authority insofar as these may be additional to the requirements of the A&D Guidelines read together with the approved plans and specifications.
- 4.10 Any plans, notwithstanding approval by all relevant authorities, which have not been prepared and/or submitted and/or approved in compliance with the provisions of this Clause 13, shall be invalid.
- 4.11 The Association may impose a scrutiny fee, which if imposed will be paid by the Member/Owner concerned, as well as any additional scrutiny fees should any amended or further plans be required or submitted.
- 4.12 The Owner shall be liable for all costs in respect of the scrutiny and consideration of plans submitted by the Owner to the Developer, the ARC and/or the Board (as the case may be).
- 4.13 After the Development Period, the Sub-Associations shall ensure that their Members comply with the approved A&D Guidelines, the Development Controls, and any other controls for the Estate.
- 4.14 Each Owner shall, when submitting the plans and specifications in respect of the Works to the Developer and the ARC in terms of the A&D Guidelines, pay to the Association a deposit in an amount to be determined from time to time by the Developer or the Board [as the case may be], which amount shall be retained by the Association.
- 4.15 Upon completion of the Works, the Association shall, if the Developer, for the duration of the Development Period, and thereafter the Board, are satisfied, in their sole and absolute discretion, that the Communal Property & Private Open Spaces (or any part thereof) have not sustained any damage resulting from or incidental to the Works and that the Works have been carried out in accordance with the duly approved plans and specifications, release 50% (Fifty) of the deposit to the Member and the balance of the deposit may kept by the Association for its own benefit and account.
- 4.16 Should:
- 4.16.1 The Communal Property or Private Open Spaces [or any part thereof] have sustained any damage of whatsoever nature resulting from or incidental to the Works; or
 - 4.16.2 the Works have not been carried out in accordance with the duly approved plans and specifications:
 - 4.16.3 the Owner shall, within 21 (Twenty-One) days of having been requested to do so in

writing:

- 4.16.3.1 repair the damage; and/or
- 4.16.3.2 make such alterations to the improvements in order to procure compliance with the duly approved plans and specifications; to the satisfaction of the Developer, for the duration of the Development Period, and thereafter, the Board and the ARC, failing which, the Developer or the Board (as the case may be) shall be entitled notwithstanding any rights which the Developer, the Board, or the Association may have as a result of such failure, to appoint an independent contractor or contractors to repair the damage or make such alterations, and to apply the deposit to all costs of such repair and/or alteration.

4.17 If the amounts are to be paid to the Association as a deposit and is not sufficient to cover the costs of such repair or alteration (as the case may be) by the independent contractor or contractors appointed by the Developer, or the Board, the Developer or the Association, as the case may be, shall be entitled to recover the shortfall from the Owner. Any shortfall so due by an Owner shall be paid with, and in addition to, the Levies and/or the Special Levies due by that Owner to the Association.

Every Owner must adhere to the restrictive timelines to commence with any the Construction and Alterations and the time period for the completion thereof, once construction Alterations has commenced, as per the BCC document. after the Transfer Date (the Commencement Date) and complete all the Alterations Construction Work.

- 4.18 In the avoidance of doubt, it is recorded that an Owner will commence with any, if required the Construction Alterations to the Dwelling of the Erven timeously and to the satisfaction of LEMHOA, the ARC and the Local Authority, within a period of 12 (Twelve) months after the Commencement Date.
- 4.19 An Owner shall under no circumstances be entitled to make application for the subdivision and/or rezoning of any Erf, to the Local Authority or any other competent authority, or for any additional Development Opportunities in and/or to increase the bulk, as the case may be, as the rights to apply for additional Development Opportunities to the Development vest in the Developer. No Owner shall apply for any other rights of use to any Erf.

5 GENERAL

- 5.1 Builders' rubble and any other household waste must be discarded at an approved (by the Local Authority) landfill.
- 5.2 No health nuisance (noise, dust, etc.) should occur during the establishment of the Estate.
- 5.3 The Developer, any Accredited Building Contractor must at all times comply with all the H&S Legislation.
- 5.4 The Estate and all activities thereon must adhere to all the conditions as determined by the Health Department of the Local Authority, Environmental Health Unit.
- 5.5 The A&D Guidelines may only be amended if the Developer during the Development Period or if the Developer sells the Parent Property. After the Development Period, the A&D Guidelines may only be amended by Unanimous Resolution. Any amendment to the A&D Guidelines is subject to the approval thereof by the Local Authority.

- 5.6 The Developer will, during the Development Period, be entitled to apply and obtain approval for the amendment of the rezoning or subdivision approval the Parent Property or any Land Unit without the consent of the Association, any Sub-Association.
- 5.7 Each Owner is liable for the landscaping of all the road verges and pavements bordering his/her Land Unit as per the Landscape Plan and the Landscape Guidelines.

6 MANAGEMENT OF THE COMMUNAL FACILITIES

- 6.1 The Community Centre and Day Care Facility (as indicated as such on the Approved SDP and Sub-Divisional Plan) will, after the Development Period, be registered in favour of the Association or any other entity nominated.
- 6.2 The usage of the Club House in Phase 4 will during the Development Period, be under the control and at the sole discretion of the Developer. The management of the Club House will be handed by the Management Company on behalf of the Developer & Association on a date to be determined by the Developer subject to the conditions as such being a part of the Estate.
- 6.3 The Association will be liable for all additional costs pertaining to the improvements and operation of the Club House, incurred by the Association, which must be repaid by the Association to the Developer upon terms and conditions to be agreed between the Developer and the Association.
- 6.4 It is specifically recorded that construction of the Club House will commence and be completed on dates to be determined by the Developer, in its sole discretion.
- 6.5 The fees for the usage of the Club House by the Owners, will be determined by the Board, from time to time.
- 6.6 The Developer, or its nominated entity, may at any time during the Development Period apply for a Liquor License in respect of the Club House. The liquor license will vest in the Lethabong Estate Sports Club (the “Club”), will be for the exclusive use of the Club which Club will at all times adhere to the terms and conditions of the Liquor License and all relevant legislation.
- 6.7 **Sport Fields and facilities:**
 - 6.7.1 Sport fields and facilities, indicated as Erf number 1391- Lethabong Estate, on the SDP, will be transferred by the Developer to the Association, free of counter value.

7 RE-SALE OF LAND UNIT

- 7.1 An Owner, excluding the Owners of the Commercial Erven or Institutional Erven, may not Alienate its Land Unit or any component thereof to a Third Party Purchaser, without the prior written consent of the Developer and the Association. It is recorded that such Owner is furthermore obliged to utilize the Prescribed AOS provided for re-sale of the Dwelling
- 7.2 This condition will be registered by the Developer against the Title Deed of each and every Land Unit in the Estate.
- 7.3 For the avoidance of doubt, it is recorded that the Restriction Period will commence on the date of registration of the first transfer of a Land Unit in favour of an Owner, and will remain effective for the period of 5 (Five) years after such date, irrespective of the possible selling of a Land Unit to a Third Party Purchaser, or multiple purchasers, thereafter.

8 SECURITY

- 8.1 It is recorded that the Developer will be entitled to appoint a security company during the Development Period on terms and conditions to be determined by the Developer, in its sole discretion.
- 8.2 The Association and each Sub-Association may only utilize the services of 1 (One) security company for the whole of the Estate.
- 8.3 The services of the appointed security company, must be utilized by the Management Company, and any of the Owners of the Commercial Erven or Institutional Erven.
- 8.4 It is recorded that the security company may install and utilize CCS equipment on all the Public Roads, Private Open Space, Communal Property, Common Property or any designated servitudes, subject to the condition that the privacy of each of any Owner/Occupant of a Land Unit, must at all times be respected and honoured.
- 8.5 As far as the appointment of the security company is concerned, it is recorded that security services must at all times be rendered by such security company at market related prices.
- 8.6 It is furthermore recorded that the Association and the Developer will not accept any responsibility or liability in respect of any damages caused by the security company and/or any of its employees or vehicles utilized.
- 8.7 It is recorded that each Owner/Occupant of a Land Unit must at all times allow access to the service provider in respect of all optic fibre cables as indicated on the CCS plan, which plan is available from the Developer, at no cost. It is furthermore recorded that the polls indicated on the camera plan, if and when required and may never be removed without the consent of the service provider and the Board.
- 8.8 Owners, Members and Occupants must at all times strictly adhere to the Security Protocol.
- 8.9 The right of admission to the Estate is, during the Development Period, reserved in favour of the Developer and the Association and thereafter in favour of the Association.
- 8.10 The Developer, during the Development Period, and thereafter, the Association, have the unrestricted right of access to all Land Units for investigation purposes in the instance of there being a Probable Cause.

9 STORM WATER ATTENUATION POND PROTECTION

- 9.1 The Association is furthermore obliged to maintain the Attenuation Pond & Stormwater Swales System and to regulate the maintenance and usage of the Stormwater System by means of the Rules and/or the Conduct Rules.
- 9.2 Underground and surface water sources should not be polluted during the proposed development and operation of the Materials Recovery Facility.
- 9.3 Water that will be provided to the Estate should conform to the standards as set out in SABS 241 – 1984.

10 ELECTRICITY, EMFULENI ELECTRICAL DEPARTMENT AND OTHER SERVITUDES

- 10.1 The Developer, during the Development Period, or the Association, Sub-Association, and all service providers as approved by the Board or the Developer, during the Development Period, will at all times have free and unencumbered access to all registered servitudes, affecting the Parent Property or any Land Unit.

- 10.2 All the Land Units are subject to the servitudes as mentioned in the Title Deed of the Parent Property, the approved General Plan in respect of each phase of the Estate and all servitudes imposed or as may be imposed by the Local Authority, any competent authority and/or the Developer, during the Development Period. All of the above servitudes includes the unrestricted right of access over the Parent Property and any Land Unit in favour of the holder of any of these servitudes.
- 10.3 To ensure continuous and unrestricted access to the Power Lines for the purpose of inspecting, maintaining, repairing, replacing and extending electricity infrastructure in the Power Lines corridor, the following specific approvals were granted by the Local Authority subject to the following conditions:
- 10.3.1 where roads cross the Power Lines, cable ducts to Electricity Services specification are installed above ground for the proposed roads, and:
 - 10.3.2 Safe working clearances and distances to the conductors and overhead power line structures must be maintained at all times;
 - 10.3.3 The Applicant shall erect and maintain safety signage, which identifies the electrical safety risks that prevail in the servitude, and which expressly prohibits the climbing of the overhead power line structures located in the servitude;
 - 10.3.4 The natural ground level must be maintained within the Local Authority electrical servitude, except for the changes approved;
 - 10.3.5 The Association shall provide to and maintain for the Local Authority convenient vehicle access to the entire Power Lines corridor, and a roadway located inside the Power Lines corridor which is wide enough and suitable to accommodate maintenance vehicles, including specialized maintenance trucks fitted with high-lift-buckets and extendable stabilizing jacks, and sufficient space to park adjacent to the overhead power line structures.
 - 10.3.6 The Association shall provide and maintain an obstruction-free zone around each overhead power line structure of at least 20 (Twenty) meters, as measured from the extremities of each structure;
 - 10.3.6.1 The Local Authority will not be liable for any damages that may occur to the vegetation during work activities carried out by the Local Authority;
 - 10.3.7 The Local Authority's rights on the Parent Property must not to be affected.
 - 10.3.8 The Local Authority services and equipment must be acknowledged at all times and may not be tampered with or interfered with.
 - 10.3.9 The Local Authority shall not be liable for the death or injury of any person, or for loss of or damage to any Land Unit, whether as a result of the encroachment of or use of the Power Lines area by the Developer, his/her agent, contractors, employees, successors in title and assignees.
 - 10.3.10 Due to the change in land use, the Developer shall register a revised servitude in favour of the Local Authority at its own cost. This Deed of Servitude will need to provide, as a minimum, for the following rights, obligations and restrictions:
 - 10.3.11 "The right to use, relay, construct, erect, lay, maintain, repair, renew, inspect, replace, upgrade or remove such pipes, manholes, poles, stays, cables, lines, wires, miniature substations, distribution kiosks and allied equipment or appurtenances relating thereto (hereinafter referred to as "the said works") in the servitude area as it may in its

- sole discretion deem necessary for the purpose of the supply of electricity generally.
- 10.3.12 The right for the Local Authority's employees, servants, contractors or its agents generally, at all times to have free and unobstructed access to the servitude area and the right to be upon the property at any time in the exercise of its aforementioned rights, and for these purposes shall be entitled to bring onto the property such vehicles, machinery or equipment generally as it may consider necessary, and to store excavated materials on the property on a temporary basis should the Local Authority deem this to be necessary in exercising the rights conferred upon it in terms of this agreement.
- 10.3.13 Each and every ancillary right necessary or convenient for the proper enjoyment of the right to supply electricity across the Estate.
- 10.3.14 The right to erect such gates to gain access to the Estate as may be necessary or convenient.
- 10.3.15 The right to remove, cut or trim any tree or plant which offends against the restriction within the servitude area.
- 10.3.16 The Local Authority, in exercising its rights under the Notarial Deed of Servitude, undertakes to take reasonable measures to safeguard against damage or injury to any person or property arising from the exercise of such rights, unless such damage or injury is due either to circumstances beyond the control of the Local Authority and its servants or agents or to unforeseen circumstances that occurred or could not be avoided by the Local Authority and its servants or agents by the exercise of reasonable care.
- 10.3.17 The Local Authority undertakes, as far as reasonably possible, to carry out its operations in such a way as to minimize any interference with the Owner's normal use of the property and, wherever reasonably possible, to notify the owner in advance of any contemplated works or repairs to be undertaken.
- 10.3.18 The Local Authority shall also take reasonable steps to reinstate to its previous state the area affected by any operations under its control, unless special fixtures, fittings, paving, tiles etc. have been placed within the servitude area without its written consent. Reinstatement of brick-paving, cobble-stone and other non-macadamized hard surfaces shall be the responsibility of the Owner and shall be for the Owner's account.
- 10.3.19 The Local Authority shall ensure that any gates erected by it shall be kept securely closed.
- 10.3.20 The Local Authority shall not be obliged to proceed immediately with the construction of the said works, or any part thereof, and the Owner shall not be entitled to compel the Local Authority to proceed with such construction.
- 10.3.21 The Owner, his invitees, employees, servants or contractors, shall **not**, without the prior written consent of the Local Authority represented by each service department of the Local Authority responsible for the municipal services infrastructure which consent the Local Authority shall be entitled to withhold in its sole discretion and subject to such conditions as Local Authority may be entitled to impose:
- 10.3.21.1 erect or cause or permit to be constructed, erected or laid down any building, wall, fence, structure or thing over or within the servitude area;

- 10.3.21.2 alter the level of the ground, nor undertake any excavation or fill within the servitude area which may damage, expose, undermine or interfere with the said infrastructure;
- 10.3.21.3 store plant, equipment and/or material in the servitude area;
- 10.3.21.4 plant or cultivate any trees or other plants with large or invasive root systems within the servitude area or on the property in such a way as to make it possible for the root system to invade the servitude area;
- 10.3.21.5 allow any tree to grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any overhead power line or to grow in such a manner as to endanger that power line should it fall or be cut down.
- 10.3.21.6 The Owner shall not cause or permit any stakes, pegs, pins or similar objects to be driven into the ground into the servitude area.
- 10.3.21.7 The Owner, his invitees, employees, servants or contractors, shall not do or permit to be done anything on the property or in the servitude area which may destroy, damage or undermine the said works or equipment which the LOCAL AUTHORITY may in terms hereof lay or install in the servitude area or bring onto the property. Should the Local Authority incur any costs in making good any damage caused to the said services as a result of the failure of the Owner to comply fully with these conditions, the Local Authority shall be entitled to recover such costs from the Owner/Home Owners Association or Body Corporate.
- 10.3.21.8 Any damage caused to the said works within the servitude area by the Owner, his invitees, employees, servants or contractors, and any damage caused to the said services as a result of the failure of the Owner to comply fully with the provisions of this agreement, shall be made good by the Local Authority at the cost of the Owner.
- 10.3.21.9 The Owner shall not cause or permit any activity on the property that is in contravention of the Occupational Health and Safety Act, Act 85 of 1993 (as amended) and any regulations promulgated thereunder.
- 10.3.21.10 Nothing herein contained shall have the effect of derogating from any rights or from the protection to which the Local Authority or the Owner may be entitled from time to time by virtue of statute or at common law relative to the said works in the servitude area. Without derogating from the generality of the foregoing, the provisions hereof shall not be construed so as to derogate from the such rights or protection as may be afforded to the Local Authority as supplier of electricity (or "undertaker") or of the Owner in terms of the Occupational Health and Safety Act, No. 85 of 1993, the Electricity Regulation Act, Act No. 4 of 2006, the Municipal Systems Act, Act No. 32 of 2000 or any regulations, bylaws or other subsidiary legislation promulgated thereunder.
- 10.3.21.11 The servitude shall be registered against the Title Deed of the Land Unit affected thereby.
- 10.3.21.12 The Owner shall bear all costs and disbursements in connection with the

registration of this Notarial Deed of Servitude against the title deed under which the Land Unit is held.

10.3.21.13 No consideration is payable by one party to the other in respect of the servitude.

10.4 The obligations, restrictions and conditions its annexures are to be complied with by all Owners, Occupants, visitors, employees, contractors, successors in title, assignees and appointed agents, and administrative bodies of the Estate.

10.5 All of the rights, obligations, restrictions and conditions of approval detailed and /or referred to in this Clause 38 shall be entrenched permanently and irrevocable, except by consent of the Local Authority.

11 GAS INSTALLION – CERTIFICATE OF CONFORMITY

In the event of their being a gas installation on any Land Unit, the Owner shall at his costs be obliged to obtain a certificate of conformity in respect of such installation as is required by the Occupational Health and Safety Act, No 85 of 1993, Regulation 17(3) of the Pressure Equipment Regulations of 2009. The Association and/or its agents will have reasonable access to any Land Unit for the purposes of inspection of such gas installation. Should any repairs be required by the Association or its agent to the gas installation, such repairs will be for the costs of the Owner. It is recorded that the Owner must supply The Board with the required Certificate of Conformity, once every year. No gas installation in excess of 7 (Seven) kilograms may be installed on any Land Unit without the prior written consent of The Board.

12 TELECOMMUNICATION SERVICES

12.1 It is recorded that the Developer will be entitled to appoint a service provider in respect of all telephone or telecommunication services, including but not limited to, optic fibre cables, VOIP systems, any wireless systems, Cell Towers etc. The appointment by the Developer in this regard and the mandatory fee payable to the service provider, will be binding upon the Association, Members and/or Owners.

12.2 The initial agreement will be concluded between the Developer and the service provider at a compulsory fee, payable by each Owner on or before the date of registration of transfer of any Land Unit in favour of an Owner, if required.

12.3 Ownership of the equipment of the service provider will vest in Association after expiry of the initial period to be agreed between the Developer and the service provider.

12.4 The Developer will conclude a further service level agreement pertaining to the maintenance of the telecommunication services.

12.5 After the initial period of 10 (Ten) years, the Board must extend the agreement and appointment with the service provider for a minimum period of at least 10 (Ten) years with the further option of renewal for a further 10 (Ten) year period in favour of the service provider, subject to no mandatory fee being payable during such period of extension.

12.6 The mandatory fee will only become payable by the Owner as from the date of registration of transfer of a Land Unit in the name of the Owner or on the date of occupation of a Land Unit, whichever event occurs first, if required.

- 12.7 The service provider will be liable for the payment of administration fees to the Management Company for the management of the administration process.
- 12.8 The Developer will, for as long as the Developer is the Owner of a Land Unit, not be liable for the mandatory fee until the date of occupation or transfer of such Land Unit in favour of a Third Party Purchaser (excluding any affiliated entity of the Developer), whichever event occurs first, or required.
- 12.9 No Owner or Occupant may be in possession of or operate or use any illegal trans-receiving devices and or radio equipment in addition to any other legal equipment which may interfere with the provision of the telecommunication services. The decision of the Developer, during the Development Period and thereafter, of the Board, will be final and binding on any Member, Owner or Occupant.
- 12.10 Except for any deliberate act or gross negligence on the part of service provider, its servants or agents, and except as otherwise expressly provided to the contrary in the agreement to be concluded with the service provider, such service provider shall not be liable to the Association or any third party for any loss to the Association or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against the service provider or against the Association by any party arising directly or indirectly out of the telecommunication system and/or services, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.
- 12.11 The Association and the Service Provider indemnify each other and hold each other harmless against any claim by any third party arising directly or indirectly out of the implementation of the agreement entered into or access to or use of the telecommunication system , Cell Towers and/or services or information obtained through the use thereof or in respect of any matter for which liability of the service provider is excluded in terms of the agreement entered into with it.
- 12.12 The service provider will not provide any security services.
- 12.13 The service provider will provide access to its fibre network for the use of security cameras. This will be done via a fibre point at each of the indicated camera position on the relevant civil plan.
- 12.14 The service provider will be responsible for providing of electricity and/or alternative power to the camera points, if required and must ensure that the CCS is operational at all times.
- 12.15 The service provider will allow the purchase of an ONT needed for the security camera to operate, if required.

13 RENTAL STOCK

- 13.1 The Developer, or its nominated entity, intends to develop certain Land Units for the purpose of renting all the Sections or portions of any such Land Unit/s.
- 13.2 In this instance, the Developer or its nominated entity:
- 13.2.1 will not be subject to the management and control of those Land Units by the Management Company,
- 13.2.2 will be entitled to manage those Land Units, Bodies Corporate or Sub-

- Associations free from any obligations towards the Management Company,
- 13.2.3 will not be obliged to use any contractor, consultant or service provider appointed by the Board or the Management Company,
- 13.2.4 will only be obliged to pay pro rata Levies, in respect of those services supplied by the Association and utilized by the Developer or its nominated entity.

14 LETTING OF LAND UNITS

- 14.1 The letting of Land Units will be allowed; however, all Owners and Occupants shall be obliged to adhere to the Rules and the Conduct Rules approved by the Board, relating to the letting of Land Units.
- 14.2 The appointment of any Letting Agent (the “Agent”) by the Board, will be subject to the EAAP, including, but not limited the following criteria:
- 14.2.1 The Agent must deliver written proof to the Board of Public Liability Insurance to the value of at least R5 000 000.00 (Five Million Rand) per year.
- 14.2.2 The Agent shall provide written proof to the Board of the registration with a statutory or mandatory authority, thus being able and allowed to act as a Letting Agent under any applicable legislation and sign the “Estate Agent Accreditation Document for Lethabong Estate”
- 14.2.3 The Agent and the Owner of the respective Land Unit shall enter into a written agreement in terms whereof the Owner will appoint the Agent to let the Unit and to bind the Agent / Agency to the Conduct Rules of the Association.
- 14.2.4 The Agent must inform all the tenants of this Constitution Nr 1 & Constitution nr 2 and the Management and Conduct Rules applicable on the Land Unit and any short-term occupation agreement must specifically provide that the tenants are bound by and shall abide by the above.
- 14.2.5 The Agent must obtain all contact details of a tenant, such as, but not limited to, telephone numbers (in South Africa and in their country of residence), physical and postal addresses as well as copies of official identification documents or passport, which documentation must be obtained and delivered to the Managing Agent prior to the occupancy of the Land Unit by the tenant.
- 14.2.6 Where an Agent employs any staff, the Agent must ensure that the staff is at all times neatly dressed in a uniform and clearly identified as an employee of the Agent.
- 14.3 The Board shall be entitled to request any Owner to deliver proof that the requirements as set out in this Clause, has been complied with.

15 SELLING OF LAND UNITS BY ESTATE AGENTS

- 15.1 Owners shall only be entitled to utilise the services of a registered Estate Agent, in terms of all applicable legislation, to market its Land Unit.
- 15.2 Lethabong Sales is appointed as the sole Selling Agents for the duration of the Development Period. All other external Estate Agents must be accredited by Board

prior to them being mandated by any Owner. This appointment will be automatically extended if no objection thereto is received by the Board or Developer after the Development Period.

- 15.3 Any appointment by an Owner of an Estate Agency is subject to the EAAP, including, but not limited to the, following criteria:
- 15.3.1 The Estate Agent shall provide the Board with written proof of registration with the Property practitioners regulatory authority and provide a certified copy of a valid Fidelity Fund Certificate.
 - 15.3.2 The Estate Agent must obtain a written mandate of the Owner and provide a copy of such mandate, to the Managing Agent.
 - 15.3.3 The Estate Agent shall comply at all times with all laws, by-laws or any regulation applicable to Estate Agents.
 - 15.3.4 The “Estate Agent Accreditation Document for Lethabong Estate” is signed.
 - 15.3.5 Estate Agents shall at all times accompany a prospective Purchaser and both the Estate Agent and the prospective Purchaser shall comply with all security rules and regulations.
 - 15.3.6 The Board is allowed to pass such rules and amendment to these rules and regulations, as they deem necessary.

16 UTILITY MANAGEMENT

- 16.1 The utilities managed include electricity, water and sewer.
- 16.2 **Electricity:** Emfuleni Local Municipality is the local supply authority to supply the electricity to the Estate and the responsibility of metering and recoveries of electricity, within the Estate.
- 16.3 **Legal**
- 16.3.1 **Tariffs:** The tariffs applied to Members/Owners will be in line with the prescribed tariffs of the Local Supply Authority (Emfuleni Local Municipality) but will also be reflective of the actual cost of supplying electricity to the end consumer. Tariffs will increase annually on the tariff increase date as published by the local supply authority (Emfuleni Local Municipality) and accepted by the National Energy Regulator of South Africa (NERSA).
 - 16.3.2 **Tampering:** Tampering with any metering equipment is illegal and offenders will be held accountable. In the event of tampering being found, the electricity to such Land Unit will be disconnected immediately and will only be reconnected after the full arrear amount due on electricity together with a tampering fee and call-out fees is paid in full. The registered Owners/Occupants of the Land Units will at all times remain responsible for any arrear amounts due on electricity.
- 16.4 **WATER**
- 16.4.1 The Local Authority is the local supply authority to supply the water to the Estate.
 - 16.4.2 **Metering equipment:** The Developer must make use of the water meters as supplied and Installed by Emfuleni Local Municipality. The Developer must make adequate provision in his water design to accommodate the meter.
 - 16.4.3 **Legal**
 - 16.4.3.1 **Tariffs:** The tariffs applied to Owners/Occupants will be in line with the

prescribed tariffs of the Local Supply Authority (Local Authority) but will also be reflective of the actual cost of supplying electricity to the end consumer. Tariffs will increase annually on the tariff increase date as published by the local supply authority (Emfuleni Local Municipality) and accepted by the National Energy Regulator of South Africa (NERSA).

- 16.4.3.2 **Tampering:** Tampering with any metering equipment is illegal and offenders will be held accountable. In the event of tampering being found, the electricity to such Land Unit will be disconnected immediately and will only be reconnected after the full arrear amount due on water together with a tampering fee and call-out fees is paid in full. The Owner/Occupant of the Land Unit will at all times remain responsible for any arrear amounts due on water.

17 MINIMUM REQUIREMENTS FOR VEHICLE ACCESS

- 17.1 All Public Roads must be constructed to the standards of the Local Authority (structural strength).
- 17.2 The External Public Roads will be transferred by the Development Company to the Local Authority, free from counter value.
- 17.3 The Internal Private Open Spaces will be transferred by the Development Company to the Association, free from counter value
- 17.4 All the standards of the Local Authority with reference to turning circles and parking, must be complied with.
- 17.5 All the entrances must be able to accommodate trucks.
- 17.6 The Local Authority will have unhindered access to the Estate.
- 17.7 Only drums (1 x drum per SRE to be supplied by the Local Authority) at all single title dwellings will be picked up individually by the Local Authority. All other Developments must be provided with an easy accessible refuse area.
- 17.8 Solid waste will be collected by the Local Authority.

- 18 **Non-Potable Water Usage in “Association” Estate:** Non-potable water sources are used within Lethabong Estate for irrigation and other maintenance purposes. Non-potable water is not safe for human consumption and should not be used for drinking, cooking, or personal hygiene under any circumstances. Residents, tenants, contractors, and visitors are strongly advised to refrain from any use of this water that could result in direct or indirect ingestion.

19. The **Association** has no liability for health issues or damages resulting from improper use of non-potable water within the estate. By residing or visiting Lethabong Estate, you acknowledge and accept this and agree to take all necessary precautions regarding non-potable water usage.

20. Sport Fields and facilities:

- 20.1 Sport fields and facilities, indicated as Erf number 1391- Lethabong Estate, on the SDP, will be transferred by the Developer to the Association, free of counter value.
- 20.1.1 The Community Centre and day Care Facility as indicated as such on the Approved SDP and Sub-divisional Plan) will, after the Development Period,

- be registered in favour of the Association or any other entity nominated.
- 20.1.2 The usage of the Club House in Phase 4 will during the Development Period, be under the control and at the sole discretion of the Developer. The management of the Club House will be handed by the Management Company on behalf of the Developer & Association on a date to be determined by the Developer subject to the conditions as such being a part of the Estate.
- 20.1.3 The Association will be liable for all additional costs pertaining to the improvements and operation of the Club House, incurred by the Association, which must be repaid by the Association to the Developer upon terms and conditions to be agreed between the Developer and the Association.
- 20.1.4 It is specifically recorded that construction of the Club House will commence and be completed on dates to be determined by the Developer, in its sole discretion.
- 20.1.5 The fees for the usage of the Club House by the Owners, will be determined by the Board, from time to time.
- 20.1.6 The Developer, or its nominated entity, may at any time during the Development Period apply for a Liquor License in respect of the Club House. The liquor license will vest in the Lethabong Estate Sports Club (the “Club”), will be for the exclusive use of the Club which Club will at all times adhere to the terms and conditions of the Liquor License and all relevant legislation.

21. The Restricted Conservation Area: Wetland Area Erf Number 3377, and necessary guidelines.