



Dainfern Ridge Estate Rules

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DAINFERN RIDGE HOMEOWNERS ASSOCIATION

INDEX

<u>Section</u>	<u>Page</u>
1. Introduction	3
2. Definitions	3
3. Legal Status	6
4. Conduct	7
5. Dispute resolution	9
6. Estate Security	10
7. Payment of levies	13
8. Maintenance of properties	15
9. Use of roads and road traffic behavior	17
10. Animals/pets	18
11. Selling and leasing of property	20
12. Home businesses	22
13. Restrictions on the use of properties	23
14. Common Property	24
14.1 General	24
14.2 Clubhouse	25
14.3 Tennis/basketball/netball court	25
14.4 Swimming pool	26
15. Alternative energy sources	27
15.1 Generators	27
15.2 Solar heating systems	28
15.3 Storage of electricity supply	29
15.4 Air conditioning	29
15.5 Rain water harvesting	29
15.6 Prior approval required for permanent installations	29
16. List of Annexures	30

ESTATE RULES

1. INTRODUCTION

These Rules have been designed to promote harmonious living within Dainfern Ridge, as well as protect and preserve our lifestyle, whilst enhancing property values.

These Rules should be read in conjunction with the Constitution of the Dainfern Ridge Homeowners Association, as the two documents are intrinsically linked.

When acquiring a property in Dainfern Ridge, the registered owner agrees to comply with these Rules and any amendment thereof.

From time to time, the Board of Trustees may update these Rules to ensure that they are current and relevant.

Although nothing in these Rules may be in contravention of public policy (i.e. all relevant legislation), it should be noted that these Rules are in addition to public policy, and in certain instances may be stricter than the relevant legislation, such as, for example, the architectural guidelines versus the town planning scheme. In such instances the stricter requirement will apply.

In order to preserve and enhance our residential amenities and lifestyle within the Estate, all residents and their visitors and other invitees are required to comply with these Rules at all times. They must behave in a civilised, considerate, and reasonable manner and shall in particular make every effort to avoid inconvenience or nuisance to others.

2. DEFINITIONS

The following definitions are applicable to this document:

- **Association:** The Dainfern Ridge Homeowners Association hereafter abbreviated as “the DRHA”.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

- **Annexures:** Separate related documents, which should be read in conjunction with these Rules.
- **Back gate:** The rear entrance to the Estate, situated on Stand 103, which permits access to Frederick Road via the servitude over Portion 213.
- **Board:** The Board of Trustees of the Dainfern Ridge Homeowners Association.
- **Common areas:** The land and improvements thereon owned by the DRHA, including but not limited to the gatehouses, roads and their sidewalks, parks, tennis court, clubhouse and surrounding areas, swimming pool, pathways, walk-throughs, pedestrian bridges, the dam, the dam wall, fountain and the ESKOM servitude area.
- **Constitution:** The document, last amended 23rd October 2012, which defines the manner in which all owners of property within the Dainfern Ridge Township shall associate themselves and the purpose of such association. [Refer to Annexure A]
- **Children:** Persons under the age of seventeen years.
- **Clearance Certificate:** The certificate required to be issued by the DRHA to enable the transfer of an erf to be registered. [Refer to Annexure B]
- **Clubhouse:** The structure erected on Erf 105 for use by residents, including the equipment therein, the parking area, the balcony and deck, the toilets in the swimming pool enclosure and the playing fields adjacent thereto, but excluding the swimming pool itself.
- **Employees:** Any person employed by the DRHA and its service providers, as well as any person entering the Estate to provide services to a resident, of any nature whatsoever.
- **Estate:** All properties within the Dainfern Ridge township area, Portion 421 of the farm Zevenfontein 407 JR and the servitude area in favour of DRHA on Portion 213 of the farm Zevenfontein 407 JR.
- **Estate Agent:** The persons or entities accredited by the Board to facilitate the sale or leasing of properties within the Estate.
- **Estate Rules (or these Rules):** The rules as determined by the Board from time to time.
- **Estate Office:** The office, wherever situated, used for management and administration of the DRHA.
- **Home Business:** A business as defined by reference to the City Of Johannesburg Land Use Scheme, 2018, operating from a home in Dainfern Ridge
- **In good standing:** A term used to describe members who are up to date with all monies due to the DRHA, and who are not in contravention of these Rules.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

- **Legislation:** Laws made by National, Provincial and Local Authorities, commonly known as public policy.
- **Levy:** A monthly fee payable, in advance, to the DRHA in order to cover monthly expenses.
- **Management:** The persons or entity appointed and designated by the Board to manage and administer the day to day activities of the DRHA.
- **Member:** The registered owner, whether a natural person or a juristic entity, of an erf in the Estate.
- **Motor vehicle:** Classified broadly as a motorized/ electric vehicle, motorised scooter, electric scooter, motor cycle, electric motor cycle, hover board, golf cart, quad bikes, including any other vehicle for which a valid driver's licence is required in terms of any applicable law.
- **Municipality:** The local authority within the jurisdiction of which the township of Dainfern Ridge is located (currently the City of Johannesburg Metropolitan Municipality).
- **Off-site Owner:** Member who has leased their property to a non-member.
- **Ombudsman:** An official appointed in terms of the CSOS Act 9 of 2011.
- **Owner:** A member of the DRHA.
- **Public areas:** Common areas
- **Resident:** A natural person residing on the Estate.
- **Roads:** The roadways located on the Remaining Extent of Erf 40, Erf 102, Erf 103 and Erf 44/104 Dainfern Ridge, specifically including the sidewalks thereto, plus bridges, parking areas, and, to the extent relevant to these Rules, the servitude area in favour of the Association located on the Remaining Extent of Portion 213 Zevenfontein, and the Association's undivided share of Portion 421 Zevenfontein.
- **Service provider:** Any person or entity engaged by the DRHA to provide any kind of service in the Estate as well as any person or entity engaged by a Resident to undertake services of any nature on their property.
- **Trustees:** Persons elected by the Members or co-opted by the Board to oversee and control the business affairs of the Association.
- **Unightly object:** Any object which in the opinion of the Board is considered unsightly, including but not limited to: air conditioner units and downpipes, boats, caravans, motor vehicles and vehicle parts, exposed plumbing, golf carts, large satellite dishes, swimming pool pumps, tool sheds, trailers, washing, wash lines, wendy houses and wooden sheds of any kind.

3. LEGAL STATUS

3.1 Conditions of Title

In accordance with the conditions of title of every property on the Estate, the registered owner is obliged to comply with the Rules and any interpretation thereof made by the Board in terms of the Constitution of the DRHA.

3.2 Owner's responsibility regarding the Estate Rules

The inclusion or omission of reference to any other restrictions on behaviour or ownership does not in any way alter the responsibility of every owner to comply with legislation or any Rule which may apply.

3.3 Owner's responsibilities for others

Owners of properties on the Estate are responsible for ensuring that members of their families, tenants, visitors, friends and employees, as well as their employees' families and friends and any other invitees, including any service providers, (collectively 'invitees') are made aware of, abide by and adhere to these Rules. Accordingly any reference in these Rules to "Owner" shall equally apply to an owner's invitees. Notwithstanding any reference in these rules to "residents", it is recorded that the recourse of the Board will in all instances be to the Owner.

3.4 Liability of Board and Management

The Board and Management will make every reasonable effort to enforce the provisions of these Rules. Failure on their part to pursue matters to finality shall not give rise to any claim (whether legal or otherwise) by any person against the Board or Management or any other functionary of the DRHA, who shall not carry any liability in this regard whatsoever.

3.5 Owner's right to take action

Any owner has the right to take action themselves, whether civilly or criminally, against any person who is in breach of these provisions.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

3.6 Amendment to the Estate Rules

In terms of the DRHA Constitution, the Board is entitled at any time to amend, add to or delete from these Rules in whatever manner they may deem necessary in order to protect the interests of the DRHA. The Board may amend these Rules without incurring any liability to any person, and any amendment shall immediately become binding upon all owners, provided that such amendment, addition or deletion (“variation”) has been communicated in writing to owners in a manner reasonably approved by the Board, irrespective of whether such communication came to the actual notice of any particular owner/s.

3.7 Disclaimer

In accordance with the disclaimer publicly displayed, any person wishing to enter the Estate and/or make use of the facilities may only do so at their own risk. The DRHA, its members, agents, employees and appointees shall not be held liable for any injury, loss or damage to any person or property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees or appointees. Without in any manner derogating from the above, all entrants to the Estate may only make use of the Common areas at their own risk.

Whilst every effort is made to secure and monitor the Estate, the DRHA and its members, agents, employees and appointees shall not be deemed to have warranted the safety and security of any person or property (whether movable or immovable) in the Estate.

4. CONDUCT

4.1 Conduct of owners and residents

In the event of disputes or complaints arising relating to matters contained in these Rules, the parties involved should endeavor to settle the matter between them amicably, exercising understanding, tolerance and considerate behaviour.

4.2 Abusive behavior towards employees and service providers

Incidences of abusive behavior towards any employees of DRHA and/or its service providers will not be tolerated.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

4.3 Interference with employees and service providers

No owner shall at any time instruct, interfere with or distract any employee or service provider retained by DRHA to provide security or any other service to the Estate.

4.4 Interference with equipment belonging to service providers

No owner shall touch, handle, tamper with or move any equipment used by providers of service to the Estate, irrespective of whether such equipment belongs to the DRHA or not.

4.5 Noise

4.5.1 The volume of music or electronic instruments, partying and any activities should be at a level which will not cause a disturbance to other residents in the Estate.

4.5.2 The use of loud mechanical equipment, including but not limited to, edge trimmers, power saws, angle grinders and lawn mowers may only take place during the following hours:

Mondays to Fridays 07h00 to 18h00

Saturdays 07h00 to 16h30

4.5.3 When planning a party at home, courtesy and consideration should be exercised and nearby neighbours should be informed. Activities shall cease by midnight and a quiet departure of guests must take place. The frequency of parties should not affect the lifestyle of other residents

4.6 Advertising and publicity material

No advertisements or publicity material of any nature whatsoever may be exhibited or distributed without the prior written consent of the DRHA. No advertisements by way of leaflets, pamphlets, etc. may be distributed at the gatehouses.

4.7 Door-to-door canvassing

Door-to-door canvassing is not permitted in the Estate.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

4.8 Fireworks

Fireworks are not permitted in the Estate.

4.9 Use of firearms and other weapons

No firearm, pellet gun, catapult, bow and arrow, slingshot or any other weapon may be used in the Estate.

5. DISPUTE RESOLUTION

5 Protocol for dealing with issues, problems, and transgressions

In the event of an issue, problem or transgression, owners shall report this in writing to the Board which will address the matter, respond in writing and take appropriate action where necessary in accordance with the Constitution and the Rules.

5.1 The following protocol will be followed by Management in regard to handling of **behavioural** transgressions:

- Advice to the owner of the transgression, by email, or by other means, at the discretion of Management.
- Issue of a first warning letter, communicated by email.
- Advice that a penalty has been raised, communicated by email.

5.2 The following protocol will be followed by Management in regard to handling of **building** related transgressions:

- Issue a first warning letter, communicated by email.
- Issue a second warning letter, communicated by email.
- Advice that a penalty has been raised, communicated by email.

- Penalties will be as follows: For the first offence a half a month's levy will be raised.
- For the second and subsequent occurrence of the same offence a full month's levy will be raised.

6. ESTATE SECURITY

6.1 Importance of security function

Security of the Estate is considered to be of paramount importance. Residents shall at all times assist and comply with whatever security systems, access control or other procedures have been implemented by the Board.

6.2 Security as a deterrent and detection function

The perimeter security and access control systems serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate. Accordingly, neither the DRHA, its Board, Management, the security service provider, nor any of the agents or employees of the aforementioned persons shall be held liable for any loss of life, injury, damage or loss of property suffered by any person.

6.3 Off-site owners and privileges

Off-site owners are deemed to have ceded certain of their access privileges to their tenant. Therefore, they will only be accorded access privilege for one person, and they will not be entitled to authorise access for visitors to the Estate.

6.4 Provision of personal and contact details for Security purposes

All owners and tenants shall advise DRHA in writing of their personal and contact details to enable security to make telephonic contact. In the event of any changes to such details, the owner or tenant shall notify the DRHA in writing by completing the standard update form available at the Estate Office during office hours. [Refer to Annexure C]

6.5 Security access cards/ biometric systems

Access cards and registration for biometric access are obtainable from the Estate Office during office hours and in accordance with current procedures. Under no circumstances shall access cards be used by any person other than the person to which it was issued. Access cards are not transferable. Owners shall report all lost cards immediately. Any contravention of this Rule may result in the suspension of

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

the access privilege (card or biometric) and the imposition of a penalty on the owner.

6.6 Adherence to security protocol

Every owner shall ensure that their invitees at all times adhere to the security arrangements and treat employees of the security service provider in a co-operative and courteous manner. Owners are at all times responsible for the actions of their visitors, employees and other invitees. Such invitees who fail to comply with the security arrangements will be denied access to the Estate, or, if so requested by the DRHA, must be removed from the Estate by the Owner concerned.

6.7 Responsibility of Owners for service providers working on site

Owners are responsible for all service providers working on their property as well as for the employees of such service providers. Service providers to Owners working outside stipulated working hours will be removed from the Estate by the security service provider.

6.8 Reporting of security related incidents

Any attempted burglaries, intrusions, any boundary wall or fence climbing, or any act of a suspicious nature, must be reported immediately to Management or, after office hours to the security service provider.

6.9 Standardised street numbers

Every Owner must display the correct standardised street number of the property on that property, so as to be visible from the road.

6.10 Access by service providers and employees

The security protocol requires that employees of Owners or employees of service providers to Owners enter the Estate on foot via the turnstiles, and to produce valid proof of identity. This does not apply to the drivers of vehicles, who are identified by their driver's licence.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

6.11 Access control policy

The access control policy in force from time to time is available on request from the Estate office. [Refer to Annexure D]

6.12 Use of unknown temporary employees

Owners are strongly discouraged from employing unknown temporary employees in the Estate. However if such persons are entering the Estate, they are required to comply with the access protocol referred to above, inter alia, to be in possession of appropriate documentation.

6.13 Domestic security measures

Should Owners wish to install extra security measures on their property these must not include electric fencing, razor or other wire, or spikes which are visible from outside the property. Sirens are not permitted in the Estate.

6.14 External lighting and CCTV installations

Should Owners wish to install external lighting or surveillance cameras on their property, such items shall be installed in such a manner as not to cause a nuisance to or intrude upon the privacy of other persons.

6.15 Boards or signs indicating extra security measures

Boards or signs indicating any extra security measures (e.g. the service provider's name) may not be displayed on an Owner's property.

6.16 Restrictions on the employees of service providers to Owners

All service providers to Owners must transport their employees to and from the Owner's property. Employees of service providers are not permitted to walk in, around, or out of the Estate, and must at all times remain on the Owner's property.

7. PAYMENT OF LEVIES

7.1 Due date for payment of levies

Levies are due and payable monthly, in advance, no later than the first day of each and every month.

7.2 Interest payable on unpaid levies

Interest will be charged on levies or any other payments due to the DRHA which are not paid on due date.

7.3 Effective date and rate of interest charged

Interest on unpaid levies will be calculated and invoiced on the first day of the month following the month to which the levy applies, but such interest will be charged retrospectively to the due date of the unpaid levy. The interest rate is determined by the Board and will vary from time to time.

7.4 Late payment penalty on outstanding levies

In addition to interest, a late payment penalty will be charged when a levy has not been paid in full by the first day of the month following the month to which the levy applies.

7.5 Legal action in event of collection

In addition to interest and a late payment penalty, if a levy has not been paid in full by the first day of the second month following the month to which the levy applies, the debt will be handed over to attorneys for collection. All legal costs incurred by DRHA will be will be charged to the levy account and be recovered from the Owner.

7.6 Suspension of construction/ related activities

No construction or construction related activities may take place or continue on a property in respect of which levies are in arrears.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

7.7 Onus of responsibility on owners to provide accurate and up to date details

Owners must ensure that at all times the DRHA's record of their contact and personal details is correct. Any changes must be communicated to the Estate Office so as to ensure that they receive accounts and other communications.

7.8 Right to list defaulters

The DRHA reserves the right to list defaulters of outstanding levies, penalties or payments with SA Credit Bureaus.

7.9 Sole responsibility of owner for payment of levies

The payment of levies is the sole responsibility of the registered owner of the property.

7.10 Other consequences of unpaid levies

In addition to the provisions above, note that:

7.10.1 No property may be transferred until, inter alia, all amounts due to the DRHA have been paid in full;

7.10.2. No owner may vote at any meeting or stand for election as a trustee if in arrears with any payments due to DRHA;

7.10.3 All access cards and biometric access (including those issued to tenants) relating to the property in respect of which the levy is has not been paid in full on the 60th day after due date will be suspended, provided that the Owner will be notified not less than 7 days prior to such suspension.

8. MAINTENANCE OF PROPERTIES

8.1 Compliance with architectural guidelines [Refer to Annexure E]

Owners must at all times ensure that their properties are in all respects in accordance with the architectural guidelines annexed hereto. No additions or alterations of whatsoever nature (including the painting of the exterior of buildings) may commence until the plans or specifications for such additions or alterations have been approved in writing by DRHA.

8.2 Upkeep and maintenance of properties by owners

Owners shall at all times maintain the exterior of their houses, their gardens, boundary walling or fencing, and the sidewalk (including vegetation thereon) between the kerb and the street boundaries of their property to the satisfaction of the Board. Owners shall construct and maintain a paved driveway between the kerb and the street boundary of their property.

8.3 Remedial action by the Board

In the event of failure to comply with the requirements of clauses 8.1 and 8.2 above the DRHA will serve notice on the Owner requesting that the contravention be remedied within a stipulated period. Should the contravention not be remedied within the stipulated period, the DRHA shall be entitled to raise a penalty against the Owner, and no clearance for transfer will be issued until the contravention has been remedied.

8.4 Necessary work to be undertaken at owner's expense

In the event of failure to comply with the requirements of clauses 8.1 and 8.2 above, the DRHA, after having given the Owner written notice thereof, reserves the right to undertake the necessary work at the Owner's expense, with such costs being charged to the Owner's levy account.

8.5 Unsightly objects

Owners shall at all times ensure that any object which could, in the opinion of the Board, be considered unsightly or to the detriment of the appearance of the Estate is not visible from the street, from common areas or from other properties.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

8.6 Parking of trailers

Unless screened from view to the satisfaction of the Board, no trailer of any kind may be parked in the Estate for longer than 48 hours.

8.7 Unapproved building materials

No galvanized iron or other material not approved by DRHA may be used in such a manner as to be visible from outside the property.

8.8 Screening of generators and air conditioners

Generators, external air conditioning units and related equipment must be concealed from view from outside the property.

8.9 Positioning of satellite dishes and TV aerials

Satellite dishes and TV aerials must be located in an unobtrusive position or otherwise to the satisfaction of DRHA.

8.10 Swimming pool backwash connection

The backwash discharge pipe from swimming pools must be connected to the sewer system, as the backwash may not be discharged onto the common property.

8.11 Use of Wheelie Bins

Owners and residents must have sufficient Wheelie Bins, as approved by and obtainable from the municipality, for their refuse requirements. Except on refuse collection days Wheelie Bins must be stored so as not to be visible from outside the property.

9. USE OF ROADS AND ROAD TRAFFIC BEHAVIOUR

9.1 Status of roads

Notwithstanding that all roads in the Estate are located on land owned by the DRHA, they are public roads and are subject to all relevant road traffic legislation. Moreover, the roads have been designated as a “Woonerf” which means that pedestrians, including children playing in the road, have priority over motor vehicles.

9.2 Reckless driving

The Board reserves the right to impose penalties on the Owner responsible for any instance of driving which in the opinion of the Board is reckless.

9.3 Speed limit

The maximum speed limit in the Estate is 35 km/h. All road users shall adhere to the speed limit and drive with the utmost care at all times.

9.4 Speed monitoring and reporting

Speed monitoring may be conducted in the Estate to ensure that the speed limit is adhered to.

9.5 Requirement for possession of valid driver’s licence

Notwithstanding that roads in the Estate are on privately owned land, no person who is not in possession of a valid driver’s licence shall be permitted to drive or ride a motor vehicle in the Estate.

9.6 Right to prohibit use of unlicensed motor vehicles

The Board reserves the right to prohibit the use of an unlicensed or manifestly un-roadworthy motor vehicle in the Estate. No offroad bikes or quads may be ridden within the Estate at any time.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

9.7 Noise restrictions relating to motor vehicles

All users of roads in the Estate shall endeavour to reduce the noise caused by vehicle engines or exhausts, hooting, the slamming of doors, and sound systems, particularly between the hours of 22h00 and 06h00.

9.8 Removal of oil spills and other stains

Owners who are responsible for any oil spills, paint or cement spills or any other stains on the road surface, must immediately remove these.

9.9 Parking of motor vehicles on roads or sidewalks

No motor vehicles shall be parked or left on any Roads in the Estate on a permanent or regular overnight basis.

10. ANIMALS / PETS

10.1 Disturbance caused by animals/ pets

Residents shall ensure that their animals or pets do not cause a disturbance to their neighbours, other pets or any other person in the Estate.

10.2 Removal of animals/ pets causing a nuisance

The Board reserves the right and shall at all times be entitled to require a Resident to remove from the Estate any animal or pet which, in the opinion of the Board, causes a nuisance to other persons by excessive noise or in any other way. Should such a right be exercised, the Resident shall remove the animal or pet from the Estate within 30 days of delivery of a notice requiring such removal.

10.3 Removal of dog faeces on common property

The handler of a dog shall immediately remove any faeces deposited by the dog on common property, at any time, day or night.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

10.4 Control and supervision of dogs

The handler of a dog shall be responsible for the supervision and control of the behaviour of their dog. When outside the boundaries of their own property, the handler shall keep the dog on a leash at all times, except as provided for in clause 10,5. The Board will be entitled to deal with any unaccompanied dog found roaming freely in any manner that they deem fit, including removing the dog to the SPCA or similar organization.

10.5 Dog off lead area

The DRHA has provided a fenced dog off lead area which is available for use by dog handlers subject to the conditions displayed at the entrance to the area.

10.6 Live poultry, pigeons, wild animals, and livestock

No live poultry, pigeons, wild animals, livestock or similar shall be brought into or kept in the Estate.

10.7 Animals/ pets swimming in dam, fountain or river

Under no circumstances whatsoever will animals or pets be allowed to swim in the dam, fountain or the river in the Estate.

10.8 Fishing in the dam

Fishing in the dam is permitted solely on a 'catch and immediate release back into the dam' basis.

10.9 Protected species

All wild animals, including but not limited to leguaan, porcupine, scrub hare, mongoose, hedgehog and birds, encountered in the Estate shall be considered to be protected species and not interfered with. The presence of snakes and beehives must be reported to the Board.

11. SELLING AND LEASING OF PROPERTY

11.1 Registered owner at all times responsible

Notwithstanding that a property may have been sold or leased to a third party, until transfer of the property the registered owner remains responsible to ensure that the purchaser or tenant, plus all their invitees, comply in all respects with these rules. The Owner will be liable for penalties in the event of any contravention by such persons.

11.2 Accredited estate agents

Owners are encouraged, but not obliged, to use one of the estate agents accredited by DRHA. A list of these is available from the Estate Office. The accredited estate agents are required to be familiar with the estate rules and other issues relating to the Estate, and they have contributed to the cost of the DRHA's marketing expenditure.

11.3 Clearance certificate

No property in the Estate may be transferred to a new owner without a clearance certificate from the DRHA. The clearance certificate will not be issued if any moneys are owed to the DRHA, or if the property is not in full compliance with the estate rules. An 'Application for Clearance Certificate' is available from the Estate Office. [Refer to Annexure F]

11.4 Application for membership

One of the requirements for the issue of a clearance certificate is an 'Application for Membership' (a copy of which is available from the estate office). The application for membership is signed by the purchaser of the property, who amongst other things binds him/herself to comply with the constitution and estate rules of DRHA. If the purchaser is a juristic person, then a surety will be required from a natural person who will represent the purchaser. [Refer to Annexure G]

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

11.5 Requirements for access for new owners

In order to obtain access to the Estate there are certain application forms to be signed by the new owner, including an acknowledgment of receipt of a copy of the estate rules. The forms are available from the estate office. Registration for access, including biometric enrolment is only available during office hours. [Refer to Annexure C]

11.6 Obligation of owner to bind lessees

Should any owner let their property they shall, in writing, advise the DRHA of the name, contact number of the lessee, and the lease period. The owner is obliged to inform the lessee of the Estate rules and regulations and bind the lessee to

comply with these. A copy of the lease agreement as well as the Estate rules signed by the lessee must be delivered to the Estate Office prior to occupation.

11.7 Requirements for access for tenants

In order for tenants to obtain access to the Estate there are certain application forms to be signed by the **registered owner**, plus an acknowledgment of receipt of a copy of the estate rules to be signed by the tenant. The forms are available from the estate office. Registration for access, including biometric enrolment is only available during office hours. [Refer to Annexure C]

11.8 Movement control form

In order to protect the interests of Owners, no goods may be brought into or removed from the Estate without a movement control form signed by the registered owner. The form is available from the Estate Office. Note that there are restrictions on the hours during which removal vehicles are permitted in the Estate, i.e., not before 06h00, after 18h00, or on Sundays, public holidays or Saturdays of long weekends. [Refer to Annexure H]

12. HOME BUSINESSES

12.1 Registration and approval of a home business

All home businesses operating in the Estate are required to register with the DRHA on the appropriate form available from the Estate Office. Registration and approval of a new business must be obtained before commencement and must be renewed by 31 March each year. Where a business is found to be operating without having been registered, it will be required to cease operating immediately. The Board further reserves the right to report illegal business activity to the Municipality, or take such other action as might be appropriate, including legal action or the imposition of penalties. [Refer to Annexure I]

12.2 Revoking of approval and follow up action

Approved applications for operation of a home business may be revoked should the Owner not be in good standing, or if the business is operated contrary to the conditions upon which approval was granted. If an approval is revoked or not renewed, the Owner will be served notice to cease operating, whereafter the home business will be regarded as being in contravention of the Estate Rules.

12.3 Parking of motor vehicles by employees of home businesses

Employees of any home business must park their vehicles on the property concerned.

12.4 Compliance with Access Control Policy

All employees and other invitees of a home business shall comply with the Access Control Policy, and any directive of the Board in this regard.

12.5 Fee applicable in event of additional burden on access control

The Board reserves the right to determine a fee to be paid by the Owner of a property upon which a home business is operating if such home business causes an additional burden on the access control function.

13. RESTRICTIONS ON THE USE OF PROPERTIES

13.1 Single Family Dwelling Unit

The erven on the Estate are zoned Special for Residential Purposes and as such may only be used for one Dwelling House as defined in terms of the Johannesburg Land Use Scheme, 2018 (“the LUS”) which states;

“Dwelling house” means a detached self-contained inter-connected suite of rooms containing a kitchen and the applicable ablutions, used for the living accommodation and housing of one household, and,

“Household” is defined as a singular person or group of people that are biologically or legally related to one another and live together.

13.2 Use of property as a commune

No property shall be used as a commune, as defined in in terms of the LUS.

13.3 Use of property as Air BnB, bed and breakfast or boarding house

No property shall be used as an Air BnB (or similar enterprise determined as such by the Board), a bed and breakfast establishment or a boarding house as defined in in terms of the LUS.

13.4 Use of property for purposes considered offensive to other residents

Owners may not use or permit the use of their property for any purpose which is injurious to the good reputation of the DRHA, or indulge in or permit any immoral behavior which is considered in the opinion of the Board, in its sole discretion, offensive to other persons.

13.5 Erection of tents or marquees

No tents or marquees may be erected within the Estate, other than for functions organized by the DRHA, or by special permission of the Board.

14. COMMON PROPERTY

14.1 GENERAL

14.1.1 Use of common areas in such a manner which causes inconvenience

No part of any common area may be used in such a manner or for any activity so as to deprive other residents of its use, or to cause undue inconvenience to other residents, without the prior consent of the Board.

14.1.2 Cleanliness of common areas

Owners shall leave common areas in the same clean condition as it was found. All litter is to be picked up and disposed in the waste bins provided.

14.1.3 Dumping onto Common areas

Nothing whatsoever may be dumped on any part of the Common area at any time. This includes refuse, builders' rubble, paint washings, motor vehicle parts, redundant electronic equipment, grass or tree cuttings and other items considered objectionable by the Board.

14.1.4 Restriction on lighting of fires or braais

The lighting of fires or braais is restricted to the specifically designated locations within the common areas.

14.1.5 Removal of plants, shrubs or trees

No plants, shrubs or trees may be removed from any common area without the prior written approval of the Board.

14.1.6 Swimming/ bathing in dam, river or fountain

No swimming/ bathing is permitted in the dam, river or fountain.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

14.1.7 Use of playground equipment

Playground equipment may only be used by children under the age of 12 years.

14.1.8 Use of music and related devices on common property

No music device or musical instrument of any description may be used on common property in such a manner as to cause a nuisance to other persons.

14.1.9 Parking of items in common areas

No motorised vehicles, boats, trailers, golf carts, garden furniture or any other item shall at any time be parked or placed in parks, walk-through corridors or any other common areas, excluding the trailer park on the Eskom servitude, designated for that purpose.

14.1.10 Driving or riding on common property

No motor vehicle shall be driven or ridden on common property in the Estate.

14.2 CLUBHOUSE

14.2.1 Use of Clubhouse/ Clubhouse Agreement

The Clubhouse may not be used unless a Clubhouse Agreement has been concluded with the DRHA. A copy of the Clubhouse Agreement is available from the Estate Office, and it sets out the terms and conditions for the use of the Clubhouse, including the payment of a fee and deposit. [Refer to Annexure J]

14.3 TENNIS/ BASKETBALL/ NETBALL COURT

14.3.1 Restriction on use of activities on the court

No activities other than tennis, basketball or netball may take place on the court.

14.3.2 Use of appropriate shoes

No user may wear shoes which will damage the court.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

14.3.3 Booking procedure and process

The self-booking booking procedure for use of the court must be followed. Users are required to book their timeslot in the booking book held by security employees at the back gate. No timeslot may be booked more than 14 days in advance, and may not exceed 2 hours.

14.3.4 Steps to be taken after use

After play users must:

- Release tension on the net;
- Switch off the lights;
- Close the gate.

14.3.5 Failure to adhere to booked time

Should users book the court and not arrive to play within 10 minutes after the booked time, the court may be used by others.

14.3.6 Vacation of court after use

Players must vacate the court at the end of the booked time.

14.3.7 Professional coaching

The court may be used for the professional coaching of residents only.

14.4 SWIMMING POOL

14.4.1 Glass containers

No glass containers are allowed within the pool area.

14.4.2 Rowdy or boisterous behavior

Rowdy or boisterous behaviour and excessive noise is not permitted within the pool area.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

14.4.3 Gate to be kept closed

The self-closing gate to the pool must not be kept open.

14.4.4 Animals or pets in pool

No animals or pets are allowed to swim in the pool.

14.4.5 Swimming pool equipment not to be interfered with

The swimming pool equipment (automatic pool cleaner, pool net, pump etc.) must not be played with, damaged or removed.

14.4.6 Swimming attire

Swimmers must be adequately clad.

14.4.7 Supervision of children

Children under the age of 12 years must be supervised by an adult at all times.

15 ALTERNATIVE ENERGY SOURCES

15.1 GENERATORS

15.1.1 Storage and handling of combustible substances

Combustible substances such as petrol, diesel, paraffin and gas for generators must be delivered, stored and handled in accordance with the relevant legislation.

15.1.2 Use of generators in well ventilated area

Any equipment which might generate carbon monoxide must be used in an open, well ventilated area. The operation of a generator inside a garage is strictly prohibited.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

15.1.3 Certification of electrical connections

Where any installation is connected into the house's electrical wiring, this must be performed by a registered electrical contractor, and a Certificate of Compliance may be required.

15.1.4 Registration of generators

All generators used for domestic electricity supply within the Estate must be registered with the DRHA. [Refer to Annexure M]

15.1.5 Acoustic screening and compliance with noise levels

Generators must be acoustically screened off, and the exhaust system must be attenuated sufficiently so as not to exceed the noise limit specified in the relevant legislation.

15.1.6 Operation not to be in habitable room

A generator must not be operated within any habitable room/s or in a room connected to such room/s.

15.1.7 Operation only during load shedding periods, or when being serviced

Other than for testing, generators may only be operated during periods when mains power is not available.

15.2 SOLAR HEATING SYSTEMS

Visibility of solar heating systems

With the exception of solar panels or other solar receptors, lying flat on the roof tiles and the piping immediately connected thereto, all components of solar panel systems, solar heating systems for swimming pools or systems for the charging of batteries, must be screened from view from outside the property, whether by installing such components inside the roof of the house or otherwise by screening them to the satisfaction of the Board.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

15.3 STORAGE OF ELECTRICITY SUPPLY

Use of photovoltaic panels and battery backup inverters

The same restrictions apply to photovoltaic panels and battery backup inverters used to store electricity as to solar panel systems (see 15.2 above). Such installations must be performed by a registered electrical contractor, and a Certificate of Compliance may be required.

15.4 AIR CONDITIONING

Evaporative cooling of air

Evaporative cooling of air is supported by the DRHA as an alternative to electrical air conditioning units. The same restrictions apply to evaporative air cooling units as to solar panel systems (see 15.2 above).

15.5 RAIN WATER HARVESTING

Requirements for rain water harvesting tanks

Where owners wish to harvest rainwater the following will apply:

15.5.1 Gutters and downpipes must be approved and in accordance with the Architectural Guidelines;

15.5.2 The storage tank must be located or screened so as not to be visible from outside the property.

15.6 PRIOR APPROVAL REQUIRED FOR PERMANENT INSTALLATIONS

15.6.1 Need for approval by DRHA for all permanent installations

As is the case with all additions and alterations to properties, no installation of a permanent nature, such as air conditioners, fixed position generators, solar panel systems, photovoltaic panels and battery backup inverters, evaporative air coolers or rain water harvesting may commence until plans for such installation have been submitted to and approved by DRHA.

DAINFERN RIDGE HOMEOWNERS ASSOCIATION

LIST OF ANNEXURES

July 2019

The following Annexures, all referred to earlier, are available from the Estate Office on request.

ANNEXURE	TITLE
A	DRHA Constitution
B	Clearance certificate
C	Biometric Registration Form
D	Access Control Policy
E	Architectural Guidelines
F	Application for a Clearance certificate
G	Application for Membership of DRHA
H	Movement Control form
I	Registration form for Home Businesses
J	Clubhouse Hire Agreement
K	Registration form for generators
L	Map of stand coverage (single/double story)
M	Application for plan approval
N	Construction agreement
O	Builders Code of Conduct