

## **CONSTITUTION OF THE COVE ROCK HOME OWNERS ASSOCIATION**

### **1. NAME:**

The Homeowners Association created in terms of the provisions of the Land Use Planning Ordinance No. 15 of 1985, in respect of the subdivision of Erf 39195 East London, as set out in General Plan No's. 11535/1992, 770/1995 and 4625/2007 shall be the COVE ROCK HOMEOWNERS ASSOCIATION. (Plan numbers added at the SGM held on 24 November 2011).

### **2. MEMBERS**

Members of the Association shall be limited to the registered owners of the erven contained in General Plan No's. 11535/1992, 770/1995 and 4625/2007 provided that:

- 2.1 A person who is entitled to obtain a Certificate of Registered Title to any of the afore mentioned erven in terms of the Deeds Registries Act No. 17 of 1937 as amended, shall for the purposes of this Constitution be deemed to be the registered owner of such erf.
- 2.2 Where any such owner is more than one person all the registered owners of that erf shall be deemed jointly and severally to be one member of the Association.
- 2.3 When a member ceases to be registered owner of an Erf, he shall ipso facto cease to be a member of the Association.
- 2.4 A member shall not transfer an erf unless it is a condition of such transfer that the transferee becomes a member of the Association and shall ipso facto upon registration of transfer be a member of the Association, subject, bound and entitled to the provisions of this Constitution.
- 2.5 A registered owner shall, so long as he is the registered owner of at least one of the above-mentioned erven, remain a member of the Association, and may not resign as a member of the Association.
- 2.6 The rights and obligations of a member shall not be transferable, and every member shall abide by and be subject to the provisions of this Constitution, further the objects and interest of the Association, and shall observe all by- laws and regulations made by the Association, provided that nothing contained in this Constitution shall prevent a member from ceding his/her rights in terms of this Constitution as security to the Mortgagee of the respective member's erf.
- 2.7 If the purchaser of an erf or erven is a juristic entity such as a Trust or a Company, each trustee of the Trust and each director of the Company shall sign a personal surety for due and proper performance of such Trust or Company in terms of the payment of levies to the Home

Owner Association and to be bound by the terms and conditions set out in this Constitution. (Clause added at the AGM held on 19th of July 2011)

### **3. OBJECTS**

The objects of the Association shall be:

- 3.1 to control, maintain repair and keep in good order all areas, roadways, and all services, common to and for which serve and relate to the aforesaid erven following upon the aforesaid subdivision and development of the erven, to promote the common interest of the members as registered owners of the aforementioned immovable property.
- 3.2 to do all things necessary and relative to the reasonable and lawful requirements of the Buffalo City Municipality and its successors in title.
- 3.3 to make, amend and enforce the observance of the rules of the Association and the provisions of this Constitution and to deal with any infringement thereof.
- 3.4 to open and operate a banking account, and to do all such other lawful things as are incidental or conducive to the performance of the objects of the Association; and
- 3.5 to invest any moneys of the Association not immediately required for any of these objects or purposes in such manner as may from time to time be determined.

### **4. LEVIES**

- 4.1 The Association shall make levies upon the members for the purpose of meeting all expenses, which the Association has incurred or to which the Association reasonably anticipates it will be put by way of maintenance, repair, improvement and keeping in order the condition of the property as it is required to do, and/or for payment of all rates and other charges payable by the Association in respect of the common area and/or the services rendered to it and/or for payment of salaries and/or wages of the employees of the Association and generally for the payment of all expenses necessary or reasonably incurred in connection with the management of the Association, the common area and the Association's affairs. In calculating levies, the Association shall take into account income, if any earned by the Association.
- 4.2 In addition thereto, the members undertake in agreement with one another and with due regard to the rights and convenience of the others, to exercise their reasonable rights of occupation and enjoyment in and to the private area, and furthermore undertake to ensure that the external appearance of, and the maintenance of the private areas are attended to in respect of the financial obligations which might be imposed upon them in agreement with one another, which financial obligations shall furthermore include any such

legal obligations which might be imposed upon them by the Local Authority. Funds so levied from the members shall be utilised for the purposes aforesaid and in addition thereto, such expenditure as is required in respect of the Local Authority for rates and taxes, maintenance requirements and insurance if applicable, and each owner of land shall be levied to the extent of such proportionate share in respect of the expenditure aforesaid.

- 4.3 Should it at any time become apparent to the members that the anticipated expenditure estimate is inadequate, or should it become necessary for the Association to incur extraordinary expenses, it shall be entitled to require its members to pay an additional levy to cover such extraordinary expenditure.
- 4.4 In the event that a homeowner registers a consolidation of his/her erven and such consolidated erf consist of 1 (one) household, the levy payable for such consolidated erf shall be equal to 1 ½ (one and a half) times the levy payable for 1 (one) erf. (Clause added at SGM held on 24 November 2011)

## **5. ENVIRONMENT**

- 5.1 The said Homeowners Association will be responsible for conserving the environment. The parties acknowledge that they are aware that the Kalashe and Hickman's Rivers, the natural drainage channels and indigenous coastal thicket must be preserved. The parties agree that the Homeowners Association shall have the right and is obliged to enforce the protection of the environment, and should anybody be found damaging the indigenous bush or disturbing bird life, the Association and/or the Developer shall have the right and be obligated to levy strict fines and penalties against them.
- 5.2 The parties acknowledge and agree that all improvements or alterations on the property will be made in strict accordance with the conditions as laid down by the Department of Water Affairs, the Chief Directorate Nature and Environment Conservation and Department of Nature Health and Population Development.
- 5.3 The parties acknowledge that certain township conditions are to be imposed on the property and are to be enforced by the Homeowners Association and the Members agree to always comply with such conditions.
- 5.4 A permanent Staff Member shall be employed by the Developer and/or the Homeowners Association who will be responsible for environmental conservation and security.
- 5.5 In terms of an environmental report, it is the aim of the Developer and the Homeowners Association to turn the existing Kalashe River into a bird sanctuary, to upgrade the existing security fencing and to construct the footpaths and boardwalks in strict accordance with the environmental planning. It is further acknowledged that the planned boardwalks will be

built on the Developer's and/or Homeowners Association's property and the Member acknowledges that he is aware of the siting thereof.

5.6 A natural drainage channel will be constructed over the property and the Member acknowledges that the siting thereof has been pointed out to him and is aware of such a proposed channel.

5.7 Due to the natural beauty of the area in, which the property is situated the parties agree that the intention of this development shall always be to enhance the natural environment and it shall always be the aim of the Homeowners Association and all owners to preserve the natural environment, the marine life and the flora and fauna present.

## **6. MEETINGS OF THE ASSOCIATION**

6.1 Meetings shall be held upon 7 (Seven) days written notice, which notice may also be in the form of an electronic mail (as approved at SGM held on 24 November 2011), to members for the purpose of convening a meeting, provided that the members may all agree to dispense with such notice in respect of any such meeting.

6.2 A quorum at all meetings shall be 20% (Twenty percent) of registered owners or Erven.

Maximum written and signed proxy votes will not exceed 20% (Twenty Percent) of the total registered Owners present.

Failure to meet quorum: The meeting will be delayed by 30 (Thirty) minutes. If after this delay a quorum is not met a further meeting will be called within 21 (Twenty-One) days. A quorum will be the number of members in attendance. (Clause amended at AGM 19 September 2006.)

6.3 A Special General Meeting may be called by direction of the Executive Committee or on a requisition addressed to the Executive Committee signed by at least 20 (Twenty) individual registered owners, setting forth the business such meeting is required to transact. A decision as to whether such requisition will be met is the final decision of the Executive Committee. (Clause added at the AGM 30<sup>th</sup> May 2006)

## **7. LEGAL PERSONA AND INSTITUTION OF ACTION**

7.1 It is recorded that this Association constitutes its own legal persona, quite separate and distinct from the members who constitute the Association. The Association shall be entitled to institute action out of any Court, having jurisdictions for all or any of the obligations and duties imposed upon the members in terms thereof or defend any action against it.

7.2 The Constitution does not admit to the distribution of its profits or gains to any persons other than the members with whom or, on whose behalf the transaction took place, and does not confer upon any person any benefit other than benefits accruing to that person from transactions with, or on behalf of, that person, except as regards any receipts or accruals from

investments (including the letting of property to non-members) by any such association.

- 7.3 The Owner of any Erf shall without compensation be obliged to allow electricity, telephone, and television cables and/or wires and main and/or other water pipes and the sewage and drainage including storm water, of any other erf or erven to be conveyed across this erf, if deemed necessary by the Local Authority, Developer or Homeowners Association and in such manner and position as may from time to time be reasonably required.
- 7.4 This shall include the right of access to the erf at any reasonable time for the purpose of construction, altering, removing or inspecting any works connected with the above.
- 7.5 Every dwelling erected, or to be erected, on any of the erven must comply with and follow the specifications relating to septic tanks as indicated on the Annexure hereto marked "A"

## **8. AMENDMENTS TO THE CONSTITUTION**

- 8.1 The Members may amend this Constitution and any rules common to all members by way of Resolution passed by 51% (Fifty One Percent) majority of those members present or represented by a written and signed proxy to a maximum of 20% (Twenty Percent of the total registered Owners present at a general meeting.
- 8.2 A copy of any amendment to this Constitution shall be lodged with the Buffalo City Municipality or its successors in title.

The foregoing conditions, including this clause, will be binding upon any purchaser and his successors-in-title and will be recorded in their entirety in all subsequent deeds of sale of the property and if possible, will be registered in the Title Deed of the property.

The purchaser acknowledges, notwithstanding the contents of this document, that the provisions of the Department of Local Government will apply to the property.

## **9. MANAGEMENT COMMITTEE**

### **9.1 ELECTION**

- 9.1.1 The Homeowners Association shall form a Management Committee to govern the affairs of the Association, which committee shall be elected annually at the Annual General Meeting of the Homeowners Association and shall consist of not less than 10 (ten) members and not more than 15 (fifteen) members (clause amended at the AGM 23 June 2015). If possible, each phase of the development should be represented. At their first meeting the members of this committee shall

elect a Chairman, Vice Chairman, Secretary and Treasurer from within the body of the Committee.

9.1.2 A committee member must be a member or spouse of a member of the Homeowners Association. The committee shall have the power from time to time to appoint a member to the committee to fill casual vacancy or as an additional committee member subject to the numerical limitation above.

9.1.3 A Committee Member shall cease to be a Member of the Committee upon the Committee Member's resignation or, should the Committee Member fail to attend two consecutive meetings of the Management Committee without special leave of absence from other Committee Members. Nothing in this Constitution shall prevent a General or Special Meetings of the Homeowners Association from removing any Committee Member by a majority vote.

## **9.2 POWERS, DUTIES, AND FUNCTIONS OF THE MANAGEMENT COMMITTEE**

9.2.1 The business of the Homeowners Association shall be controlled and managed by the Management Committee, who may exercise all such powers of the Homeowners Association as are not, by this Constitution, specifically required to be exercised by the Members in a General Meeting, or as may be prescribed by the Homeowners Association at a General Meeting. In general, the Homeowners Association shall have all powers that a company has in terms of Schedule 2 of the Company's Act, and which shall be exercisable by the Management Committee subject to the aforesaid limitation.

9.2.2 The Management Committee may not, without the sanction of a General Committee, borrow funds, nor mortgage or, in any other way encumber its property whether outright or as security for any debt, liability or obligation of the Homeowners Association.

9.2.3 The Management Committee may employ such persons in its discretion as are reasonably required to attend to the day-to-day business of the Homeowners Association on such terms and conditions as it may from time to time decide.

9.2.4 The Management Committee shall propose rules and accept proposals for rules or amendments to rules for the general conduct at the Development, which rules shall be tabled at a General or Special General Meeting for approval.

9.2.5 The Management Committee shall cause Minutes to be kept of all meetings and these shall be made available for scrutiny by all members of the Homeowners Association.

9.2.6 The Management Committee shall appoint an Accounting Officer annually, who shall be required to report to the Homeowners Association on the financial statements, as prepared and approved by the Management Committee.

### 9.3 PROCEEDINGS OF THE MANAGEMENT COMMITTEE

9.3.1 The Committee shall meet for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the event of any equality of votes, the Chairman shall have a second casting vote. A Committee Member may, and the Secretary on the requisition of a Committee Member, shall, at any time convene a meeting of the Committee.

9.3.2 A Committee Member shall not vote in respect of any contract or proposed contract with the Homeowners Association in, which the Committee Member is interested, or on any matter arising there from, and should the Committee Member so vote; the Committee Members vote shall not be counted. It is incumbent upon every Committee Member to declare his/her interest in any contract to be debated by the committee.

9.3.3 The quorum at meetings necessary for the transaction of the business of the Committee shall be not less than four (4) Members of the Committee and if there are more than seven (7) Members on the Committee, not less than 50% of the number of Committee Members shall form a quorum.

9.3.4 A resolution in writing, signed by all Committee Members, shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held. Such resolutions shall be deemed to be a Minute of the committee meeting and recorded at the next meeting of the Management Committee.

9.3.5 If the Chairman is not present at a meeting the Vice-Chairman shall act in his/her stead. In the event of both the Chairman and Vice-Chairman not being present at any meeting, then those present shall, after waiting five (5) minutes after the time appointed for the holding of the meeting, elect one of their number to be Chairman of the meeting.

9.3.6 The Management Committee may delegate any of their powers to a sub-committee consisting of such member or members of their body, as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any rules that may be imposed on it by the Management Committee and shall be chaired by a Member of the Management Committee.

9.3.7 All acts done by any meeting of the Management Committee shall, notwithstanding that it be afterwards discovered that there was some

defect in the appointment of any such Committee Member or person acting as aforesaid or that they or any of them were disqualified, be valid as if every such person had been duly appointed and is qualified to be a Committee Member.

## **10. FINANCES**

- 10.1 The financial year-end of the Association shall be the last day of February in each and every year.
- 10.2 At every Annual General Meeting of the Association, the Treasurer shall present a report counter-signed by the Chairman or Vice-Chairman, reflecting the income and expenditure of the previous financial year. The financial statements shall also reflect monies on hand and a list of debtors and creditors.
- 10.3 The Management Committee shall present to the Annual General Meeting, for the approval by Members, an estimate of the anticipated costs for the ensuing year, which costs shall be broken down into a monthly levy per member.
- 10.4 Should it at any time become apparent to the Management Committee that the anticipated expenditure estimate is inadequate or, should it become necessary for the Association to incur extraordinary expenses, the budget shall be referred back to a Special General Meeting of members in order to raise the levies. The Management Committee is authorised to incur extraordinary expenses up to R200 000.00 (Two Hundred Thousand Rand) to meet emergencies, which expenditure shall, as soon as possible thereafter, be referred to a Special General Meeting for ratification. The Special General Meeting shall approve such expenditure, which has been incurred in good faith by the Management Committee.
- 10.5 Levies shall be paid within 7 (seven) days of due date and failing such payment, shall carry interest at a rate to be linked to the prime bank rate.
- 10.6 The Management Committee shall keep, or arrange to be kept, all accounting records that are required or necessary to enable the Committee to compile financial statements, which will indicate the financial state of the affairs of the Homeowners Association at any given time.
- 10.7 The Treasurer shall present to every monthly meeting a report showing the income and expenditure incurred for the previous period, together with a statement showing bank balances and any outstanding debtors and creditors.
- 10.8 No Member on ceasing to be a Member shall be entitled to repayment of any reserve funds of the Association.
- 10.9 In the event of any Member being in arrear with any levies, the Management Committee may request the Attorney attending to the transfer



on the sale of the member's property, to withhold same pending the arrears being brought up to date or guaranteed.

10.10 In the event of the Management Committee having to commence legal proceedings against any person for monies owing to the Association, the Association shall be entitled to recover the legal costs on an attorney/client scale from the member.

10.11 The Management Committee may, in its sole discretion, withdraw services to any member who is in arrears with levies, after giving at least thirty (30) days written notice of the intention to withdraw services.

10.12 In the event of the Management Committee incurring costs to ensure compliance by a member of the Rules of the Association, or in the event of the Management Committee instituting action against the member on behalf of the Association in respect of arrear monies or to enforce compliance with any rule or a contravention of any rule, the member, against whom a Judgement has been given, shall be liable to the Association for all costs, on an attorney/client scale.

10.13 Each registered Homeowner chooses as his/her/its domicilium citandi executandi the erf so owned and agrees that such erf shall be able to be declared specially executable in the event of the Homeowner falling into arrears with the levies payable to the Cove Rock Homeowners Association.

## **11. CONDUCT RULES**

Nullified (deleted)

## **12. BUILDING RULES AND REGULATIONS (clauses 12.8 to 12.11 added as approved at AGM 23 June 2015)**

### **12.1 BUILDING RULES**

Building rules currently exist and apply, a copy of which is attached hereto as Annexure A (clause amended to include rules as an annexure, as approved at AGM dated 25 June 2013).

### **12.2 BOUNDARIES AND ENCLOSURES**

Boundary fencing is not permitted. Owners are encouraged to plant indigenous trees and shrubs on the boundaries. The enclosure of plots is limited to the creation of courtyards for washing lines, braai areas, animal enclosures etc. and must be indicated on all building plans. It is compulsory to create or build a courtyard to enclose newly erected washing lines that are visible from the outside of a homeowner's property (effective as from AGM held on 26 June 2012).

### **12.3 GARAGES, CARPORTS AND OUTBUILDINGS**

No freestanding structures are permitted. Garages, carports and/or other outbuildings must be attached to the main structure, must be erected in line with BCM Regulations and approved plans. This does not apply to pergolas

and shade cloth temporary structures (clause amended at AGM dated 23 June 2015).

**12.4 WINDOWS**

Windows should preferably be of a vertical proportion and window frames must be made of timber or bronze anodized aluminum (*clause amended at AGM held on 26 June 2012*).

**12.5 SEPTIC TANKS AND FRENCH DRAINS**

Must be constructed to the specifications of the Buffalo City Municipality. These must be of adequate capacity and situated so as not to create discomfort to neighbor's. Septic Tanks to be completed within a period of 14 (fourteen) days.

**12.6 TIME SPAN OF BUILDING**

The time span of building from start to finish is 9 (nine) months (period extended at AGM held on 23 June 2015). If a longer period is required, permission, in writing, must be requested from the Building Committee.

The homeowner must ensure that a portable toilet for builders is placed on the building site and must ensure that it is cleaned and disinfected at all times (clause added at AGM held on 26 June 2012).

Trenches for foundations are to be clearly indicated and marked / taped for safety reasons and foundations to be completed within a period of 14 (fourteen) days. (Clause added at AGM held on 23 June 2015).

**12.7 MAINTENANCE OF PROPERTY**

All buildings on the property, including all walls, gates and other structures, as well as gardens and courtyard areas exposed to public view, must be maintained in a neat and tidy condition and in a state of good repair.

**12.8 HOMEOWNERS RESPONSIBILITY**

Homeowners are responsible to ensure that structure/s are positioned and built as per the approved plans. No Building Line Encroachment and/or Boundary Line Transgressions are allowed. The services of a Land Surveyor should be obtained should any uncertainty exist.

**12.9 PLAN SUBMISSION FEES**

Plan submission fees are payable when the plans for a new home/dwelling are submitted to the offices of the CRHOA. A reduced fee may be payable in respect of alterations, additions etc. Please refer to the Building Regulations (Annexure A) for fees payable, which will be reviewed annually.

**12.10 DECKS**

Plans are required for any deck/s to be constructed.

**12.11 EXPOSED GEYSERS ON ROOFS**

No exposed Geysers are allowed on the roof of a structure unless prior written approval has been obtained from the CRHOA Building Committee.

Approval will not be unreasonably withheld and feedback in respect of burst geysers will be provided within 24 hours.

### **13. ESTATE RULES**

#### **13.1 FLORA AND FAUNA (clauses 13.1.2 to 13.1.10 added as approved at AGM 25 June 2013)**

- 13.1.1 No property owner, tenant, occupier or their employees and/or visitors shall harm or interfere with, in any manner whatsoever, the flora and fauna forming part of the common property of Cove Rock Country Estate and shall cause no nuisance to the animal life by either himself or his pets.
- 13.1.2 The Greenbelt areas of the Estate are registered with the Local Environmental Authorities and any person who removes indigenous bush/trees from the Greenbelt will be required to rehabilitate the area affected and will face a maximum fine. The committee also reserves its right to report any offenders to the Department of Environmental Affairs.
- 13.1.3 No person shall conduct any gardening and / or landscaping on common areas and / or the golf course / Greenbelt (without the prior written authority of the committee) or pick any flowers or plants on or about the common areas.
- 13.1.4 Littering in the Estate is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose.
- 13.1.5 Camping in the open areas is prohibited. Fires may not be lit on or about common areas except in places specifically designated by the association for that purpose. Those lighting fires may not use wood from the Greenbelt or common areas.
- 13.1.6 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the Estate other than in self-defense. Hunting and trapping in any manner is strictly prohibited excepting in the case of problem animals, and shall at all times be under strict control and carried out by a professional.
- 13.1.7 To effectively manage water resources, no borehole may be sunk on or about the Estate without the prior written consent of the association. Notwithstanding the foregoing, the association may require residents to limit and / or cease the extraction of water from boreholes. For this purpose, the association may require residents to fit meters to their boreholes at their own expense in order to monitor the use of borehole water. Should any resident fail to comply with any directive of the association pursuant to this clause, the association shall be entitled to seal the relevant borehole.
- 13.1.8 No persons shall pollute or permit the pollution of any dam and / or stream on or about the Estate by any substance that may in any manner be injurious to any plant, animal or bird life or which may in any way be

unsightly. Any fish caught in dams and / or streams within the Estate must be released back into the water.

13.1.9 The use of fireworks on the Estate is strictly prohibited.

13.1.10 The feeding of monkeys on the Estate is strictly prohibited.

13.2 **REFUSE REMOVAL (new clause added as approved at AGM 25 June 2013)**

13.2.1 All refuse (whether domestic or garden) shall be kept in separate suitable containers which shall not be visible from any road, except when placed on driveways for purposes of collection by the Estate waste collection service.

13.2.2 Garden refuse of a minor nature shall be collected by the Estate Garden waste collection service. If the amount of Garden waste is very large then the homeowner will have to contract to have it removed and must liaise with the Estate Manager in this regard.

13.2.3 Placement of domestic refuse should only be made on the day of collection.

13.2.4 No refuse, garden waste or building rubble may be dumped in the Greenbelt and maximum fines will be imposed on any homeowner found to be infringing this rule.

**13.3 DOMESTIC ANIMALS**

13.3.1 Unless written authority has been given by the association to any member, only domestic animals posing no danger may be kept, which shall be limited to 2 (two) Dogs and 2 (two) Cats per erf. Homeowners who own more dogs or cats as per the rules, will not be entitled to replace an animal upon its death (new clause added as approved at AGM 25 June 2013).

13.3.2 All animal owners must have a courtyard.

13.3.2 Residents are to tag all pets. Their name and telephone number are to be stated on the tag.

13.3.3 Dogs found wandering around without a tag will be taken to the SPCA immediately. The owners of tagged animals will be contacted. After three offences the animal will be taken to the SPCA and the Homeowner will be liable for the costs

13.3.4 Cat owners are required to either spay or neuter their cats and all cats must wear a collar with a bell.

13.3.5 Dog owners whose dogs go on heat are to take them to a kennel facility.

13.3.6 All pet owners are obliged to abide by the Municipal Control Laws.

- 13.2.7 Dogs shall not be allowed on common property unless under strict control and on a handheld leash. If any dog digs holes and / or otherwise damages common property, the relevant owner shall be required to repair the damage (new clause added as approved at AGM 25 June 2013).
- 13.3.8 A packet or “pooper scoop” must be taken when walking dogs within the boundaries of the development.
- 13.3.9 Visitors to the Estate are not allowed to bring pets into the Estate (new clause added as approved at AGM 25 June 2013).
- 13.3.10 If animals are brought into or found upon the Estate contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either (new clause added as approved at AGM 25 June 2013) –
- 13.3.10.1 require the relevant owner to remove the animal from the Estate; and / or
- 13.3.10.2 itself remove the relevant animal from the Estate and to claim all costs so incurred from the relevant owner.

#### **13.4 SECURITY (new clause added as approved at AGM 25 June 2013)**

- 13.4.1 The Executive Committee may from time to time furnish rules in respect of security, a copy of which is attached hereto as Annexure B.
- 13.4.2 All security procedures brought into force from time to time must be strictly adhered to at all times by all persons inside the Estate and members shall furthermore be responsible for the actions and behaviour as well as compliance with all rules and security procedures of all visitors/tenants/contractors who gain access to the Estate under their authorization.
- 13.4.3 The right of admission to the Estate shall be under the control of the association who may on any reasonable grounds deny any person access to the Estate.

#### **13.5 TRAFFIC**

- 13.5.1 A maximum speed limit of 30 (thirty) km/ph shall apply but a 20 (twenty) km/ph limit is recommended on roads in built up areas of the Estate. Provided that lower speed limits may be imposed by the association where it deems fit. It is important.
- 13.5.2 No person shall drive any vehicle at any place within the Estate unless they are the holder of a valid current driver’s licence which would permit them to drive such vehicle upon a public road.

13.5.3 All vehicles other than motor cars, i.e. trailers, caravans, boats and the like may not be parked on any roads, vacant erven or other common areas and may only be parked on the owners property. Any vehicle parked in contravention of this rule may be removed from the Estate by the association. The relevant owner shall be responsible for all costs so incurred (new clause added as approved at AGM 25 June 2013).

13.5.4 No Quad Bikes/Four wheelers are not allowed on the roads in the Estate and Scrambler Bikes can only be used to travel from point A to point B (the rider must wear a helmet). No off-road biking/vehicle driving is permitted within the boundaries of our Estate (new clause added as approved at AGM 25 June 2013).

**13.6 RECREATIONAL AND ENTERTAINMENT FACILITIES (new clause added as approved at AGM 25 June 2013)**

13.6.1 No vehicles are allowed to drive on or over the golf course.

13.6.2 The tennis court is reserved for playing tennis and netball but is not to be used for any other activity.

13.6.3 The swimming pool is reserved for residents and their guests. Residents will be accountable for the behavior of the all people using the pool at their invitation.

13.6.4 The clubhouse is for the use and entertainment of Homeowners and their guests and residents will be accountable for the behavior of the all people visiting the clubhouse at their invitation. The Committee has the right to refuse entry to the clubhouse to any resident and / or his/her guest(s) who act in an unacceptable manner.

**13.7 NO NUISANCE**

13.7.1 No person will do, or allow to be done on the property, anything which, in the opinion of the Committee, is noisy, unsightly, injurious, objectionable or detrimental, or a public or private nuisance, or a source of damage, or disturbance to any other owner, tenant or occupier of property at Cove Rock Country Estate.

13.7.2 Loud music and other undue noise must be avoided. Residents are urged to liaise with neighbor's if they intend to hold an event or carry out certain works on their property which could involve louder than normal noise levels (new clause added as approved at AGM 25 June 2013).

**13.8 LETTING AND SALES (new clause added as approved at AGM 25 June 2013)**

13.8.1 These rules apply to and are binding upon all tenants. An owner (or his agent) who intends to let an erf shall –

- 13.8.1.1 furnish his tenant with a copy of these rules; and
- 13.8.1.2 furnish the association with a copy of the relevant signed lease which shall contain a clause in terms of which the tenant acknowledges and agrees that these rules and the Estate's Constitution are binding upon him/her and are enforceable against him/her by the association.
- 13.8.2 Homeowners will be required to pay a monthly tenant levy, which levy will be reviewed by the association from time to time.
- 13.8.3 A Homeowner who appoints an estate agent for the purpose of selling his/her property, will ensure that the estate agent abide by such rules and directives relating to advertising, access to the Estate, the holding of show houses and the like as the association may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to the Estate.

**13.9 COMMERCIAL ACTIVITIES (new clause added as approved at AGM 25 June 2013)**

- 13.9.1 The association is entitled to regulate all commercial activity on or about the Estate. No application for any trading or similar license may be made for the conduct of any commercial activity of any nature from any erf forming part of the Estate without the prior written consent of the association, which consent shall not be unreasonably withheld.
- 13.9.2 Notwithstanding rule 13.9.1, the operation of guesthouses and the like will be strictly controlled, and all guests are to be made aware of these Rules.
- 13.9.3 No advertising board or signs, including business signage of any nature, may be displayed on or about the Estate, without the approval of the committee.
- 13.9.4 No door-to-door canvassing and / or selling is permitted and no shops may be operated from homes.

**13.10 NON-COMPLIANCE**

- 13.10.1 In the event of any member failing to comply with a Rule of the Association after having been furnished with written notice to do so, the Management Committee shall be empowered to levy such fine, as is determined by the Management Committee, on the member, not exceeding R2 500.00 (Two Thousand Five Hundred Rand). Prior to levying such fine, the Management Committee shall afford the Member an opportunity to furnish a written explanation for the failure to comply, and, if required by the Committee, shall appear at a meeting of the Management Committee, to answer such questions and to furnish such explanations as the Management Committee may require.

13.10.2 A Homeowner who has a grievance or wishes to lodge a complaint of non-compliance of Rules against another Homeowner, is to follow the procedure set out in Annexure C hereto (new clause added as approved at AGM 25 June 2013).

SIGNED THIS.....DAY OF.....20....

.....  
CHAIRMAN

(17/8/2015)

COVE ROCK HOMEOWNERS ASSOCIATION



## **COVE ROCK COUNTRY ESTATE HOMEOWNERS ASSOCIATION**

### **BUILDING REGULATIONS**

(UPDATED JUNE 2015 – Constitution Annexure A)

1. All negotiations are between the property owner and **CRHOA** (Cove Rock Homeowners Association) only. **CRHOA** will not enter into negotiations with the Property Owners, Contractors, sub-Contractors etc.
2. **Before** any building operation commences the following must be in place:
  - a) Building plans must have been approved firstly by **ELIP** (East London Industrial Properties) – Knobel’s Estates acting for the Developer, then **CRHOA** (Cove Rock Homeowners Association) before being submitted to **BCM** (Buffalo City Municipality).
  - b) **Five copies** of the Plan must firstly be signed by **ELIP** then the **Executive Managers of CRHOA** who will retain one copy. Four copies must then be handed in at **BCM** Housing Department and one copy of the signed and approved plan must be handed in at the **CRHOA** office prior to construction commencement.
  - c) **R500-00** shall be payable for initial rough sketch/footprint plan for perusal and comment by CRHOA Building Committee: thereafter **R1000-00** for formal submission of full set of plans. Any further submissions may attract additional fees, depending on changes made. (Clause added at AGM held on 23 June 2015).
  - d) A “**Site Deposit**” of **R3000-00** must be paid and a copy of the receipt to be handed in at **CRHOA office**. This is refundable once the building has been completed to the satisfaction of the **CRHOA** and the following certificates have been lodged with our Executive Managers:
    - i. **Occupancy Certificate**
    - ii. **Truss Certificate**
    - iii. **Plumbing Certificate**
    - iv. **Electrical Certificate and**
    - v. **Clearance by our Site Manager that the Septic Tank has been built to specifications and has been correctly connected to the main sewer system.**

Deductions such as fines of breaking regulations, untidy site and not adhering to building times etc, may be levied against the Property Owner. Please note the above deposit is for a complete building on a virgin site. Minor alterations etc, will attract a lesser deposit on a sliding scale.

- e) A non-refundable “**Road Levy**” of **R5000-00** must be paid and a copy of the receipt to be handed in at **CRHOA office**. (Amount increased at Executive meeting held on 16 November 2017).
- f) Both the Owner and an Executive Manager from **CRHOA** must sign the authority to commence building.

## **BUILDING REGULATIONS ADDENDUM - A**

### **Phases 1, 2 & 5**

#### **Materials & Finishes**

- Walls                                      White painted plastered masonry walls  
Brick – White dune face brick (Sample to be approved)
  
- Roof                                        Thatch  
Mazista slate  
Everite slate  
Grey concrete tile
  
- Roof Colour                              Dark Grey / Charcoal (sample to be approved)
  
- Roof slope                                Thatch 45 degrees  
  
Tiles 40 to 45 degrees (can be negotiated in writing with Building Committee so as not to spoil other Homeowner's views)

#### **Maximum Heights**

**Overall 9.5 metres measured from the center point of the natural ground level of the erf**

- Building Lines  

	Non Thatch	Thatch
<b>Street Fronts</b>	<b>5m</b>	<b>5.0m</b>
<b>Sides</b>	<b>3m *</b>	<b>4.5m</b>
<b>Rear</b>	<b>3m</b>	<b>4.5m</b>

**\*Sites proclaimed before May 2008 have a 2m side building line.**

#### **Courtyards – Compulsory For Domestic Animals / Wash Lines**

**Maximum 2.2m high** enclosing no more than the back 1/3 of the property. Materials permitted – White plastered brick or timber natural or painted white. The wall or fence should complement the house and not look obstructive. Owners are encouraged to plant indigenous shrubs and hedges.

#### **Windows**

Windows should preferably be of vertical proportion. They must be of natural timber or bronze aluminum. For white plastered houses white aluminum or white painted timber may be used.

3.

### Phases 3, 4 & 6

#### Materials and Finishes

- Walls  
Wall Timber Frame clad with Vermont Building planks  
Painted a timber color.  
  
Brick – Albany Iron spot, dark rustic clinker or Grahamstown Iron spot. (Sample to be approved)
- Roof  
Concrete tile
- Roof Colour  
Dark Green (Suggest Dulux Roof Guard (D)174 2897) or similar approved.
- Roof slope  
22.5 degrees  
A-Frame max 45 degrees

#### Maximum Height

**Overall 9.5 meters measured from the center point of the natural ground level of the erf.**

#### Building Lines

<b>Street Fronts</b>	<b>5.0m</b>
<b>Sides</b>	<b>3.0m *</b>
<b>Rear</b>	<b>3.0m</b>

**\*Sites proclaimed before May 2008 have a 2m side building line.**

#### **Courtyards-Compulsory for Domestic Animals / Wash Lines**

**Maximum 2.2m high** enclosing no more than the back 1/3 of the property. Materials permitted – Albany Iron spot, Dark Rustic Clinker or Grahamstown Iron spot brick or timber. The wall or fence should complement the house and not look obstructive. Owners are encouraged to plant indigenous shrubs and hedges.

#### **Windows**

Windows should preferably be of vertical proportion. They must be of natural timber or bronze aluminum.

## Rules pertaining to all Phases

Minimum sizes:

**The floor area of the first phase of the building to be a minimum of 70 sq. m.**

### Garages, Carports and Outbuildings

**No freestanding structures are permitted – garages, carports and other buildings must be attached to the main structure. This does not apply to pergolas.**

### Swimming Pools

Need approval from CRHOA and Buffalo City Municipality on a plan.

### Septic Tanks

Must be constructed to municipal regulations and must be inspected by the Cove Rock Country Estate's Site Manager prior to it being closed. **No plastic septic tanks may be used.**

### Driveways

Homeowners are required to construct a suitable entrance driveway. This is to comply with the detail sheet 91112/166 (This does not apply to properties which do not cross storm water gullies) Construction of the driveway must coincide with the construction of the house. No deposit will be refunded before it is complete.

### Time span

Time span from start to finish is nine (9) months. (*Period extended at AGM on 23 June 2015*). If a longer period is required, the owner will be required to apply in writing to the CRHOA Building Committee for special permission.

### Maintenance of Property

All buildings on the property, including walls, gates etc. exposed to the public must be kept in a neat and tidy condition and in a state of good repair.

### External Lighting

Should preferably be downward facing or hooded to prevent light pollution.

### National Building Regulations:

**All buildings must comply with the relevant National Building Regulations. NHBRC**

**BUILDING INFRINGEMENTS – ADDENDUM – B**  
**NOT ALLOWED**

1. **Building without CRHOA approval and/or approved plans – not allowed**
2. **Enclosing of decks using non-specified roofing materials etc.**
3. **Use of non-specified roofing materials i.e., asbestos, corrugated iron etc.**
4. **Courtyard fences not of approved materials and not on plan**
5. **Incorrect pipes used in driveways, or lack of a proper driveway**
6. **Building line infringements**
7. **Incomplete or neglected houses**
8. **Swimming pools without approved plans**

Should you have any queries, please do not hesitate to contact the Executive Managers who are at the Clubhouse every morning from 08h30 to 10h30 weekdays.

**ADDENDUM – B**

1. All contact albeit by letter or verbal to be via the relevant land/property Owner only.
2. Before any building may commence the Owner and the relevant Contractor to have a meeting with the Executive Managers. At this meeting the properly passed plans must be submitted and before the plans are handed over to the Owner a Site Deposit of R3000-00 (refundable) and a R5000-00 Road Levy (non-refundable) (*amount increased at AGM held on 23 June 2015*) must be paid, as set out on Page 1 paragraphs 2d) and 2e). These payments can be paid to our Managing Agents, **Merville Properties** or at our offices. Two separate receipts will be issued, and copies attached to the office copy of the plan. For minor extensions or alterations this levy-fee may be negotiated with the Building Committee at time of submitting plans for such changes.
3. Should the Regulations and/or rules in the “Addendums” not be adhered to the Site Deposit is forfeited. **Further breaches of the above will result in a further fine of R2500-00 where after all building on the site will be stopped.**
4. **The Contractor must have vacated the property by the designated time. This to be checked by “Gate Security” and if not out of the Estate within thirty (30) minutes, a charge of trespassing will be laid and all assets i.e., vehicle etc. on site be attached and a charge of trespassing laid.**
5. It is the Owners responsibility to see to it that the “Site” is kept neat i.e., no build-up of rubble etc. and further those Homeowners are not inconvenienced.
6. As the Owner must authorize the access of the Builder it is a requisite that the Builder hands a list of laborer’s to the gate Guard on entry. This list contains names and ID no’s.
7. They must be checked in and again checked out. If the numbers etc. do not agree the Contractor is not allowed back onto site and a charge of trespassing to be laid against those checked in but not checked out.
8. Amendments to improve Security will be made from time to time, notice will be forwarded, however, any change, if found necessary, may be imposed without **PRIOR NOTICE.**

## ADDENDUM – C

### **BUILDING RULES AND REGULATIONS**

1. Each Site must have a suitable toilet.
2. Contractors to deliver workers to site and collect them again at the end of the day. No persons allowed on site during hours of darkness.
3. No laborer's/workers are allowed to go off site at any time.
4. Site must be kept clean at all times.
5. No dumping of materials on roadways or adjacent plots.
6. Site to be cleared of all rubble on completion
7. Remember Septic Tanks may not be enclosed until CRHOA Site Manager has inspected.
8. Speed limit is 30kph within the Estate and 20kph past the common area (i.e., golf course).
9. Building working hours:

Monday to Friday	07h30 to 17h30
Saturdays	08h00 to 12h30
<b>Sundays</b>	<b>No Work allowed</b>
<b>Public Holidays</b>	<b>No Work allowed</b>

10. Theoretically, only the Homeowner has the right to access the Estate. The Homeowner must, in writing, advise the Executive Managers who should be allowed on the site. Only these people, as specified, will be allowed access and then only in accordance with the laid down Security Regulations.
11. Time span for building – maximum of 9 (nine) months (*period extended at AGM on 23 June 2015*). Thereafter daily fine will be levied unless written request has been obtained from Building Committee.
12. Builders, Laborer's etc. still on site after the specified times (see point 9) will result in action:
  - a) Against the Owner – forfeiture of Site Deposit
  - b) Against the Builder/Laborer/worker – charge of trespassing.
13. **A few days prior to commencing work the Builder is required to register his employees at the Main Entrance Gate producing this signed document and adhering to the under-mentioned:**
  - a) **Complete the necessary document with security**
  - b) **Submit details of all laborer's, i.e., number, names, ID Numbers etc.**
  - c) **Security Staff must check this on entry and exit each day.**
  - d) **Should there be a lesser number of workers leaving, the Contractor will not be allowed back into the Estate and a case of trespassing will be laid against the persons still inside the Estate with the SAPS.**

**COVE ROCK SPEED LIMIT IS 30 KPH**

**Name:** .....

**Erf No:** ..... **Stand No:** .....

**Contact No:** .....  
(Cell) (work / home)

**E-mail:** .....

**Signed:** ..... **Date:** .....  
(owner)

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**Builder Name:** .....

**Contact number/s:** .....

**Signed:** ..... **Date:** .....

**COVE ROCK COUNTRY ESTATE**  
**CONSTITUTION ANNEXURE B**  
**RULES OF ENTRY & EXIT AT THE**  
**VISITORS GATE**

**Domestics and Gardeners**

- Only COVE ROCK **registered** domestic workers & gardeners will be granted access to the estate.
- All domestic workers and gardeners must **ENTER** and **EXIT** through the visitor's **PEDESTRIAN GATE**.
- Domestic workers and gardeners must wear the orange bib (marked Cove Rock Domestic/Gardener) and have an Access ID card before security will scan and allow entry. The bib must be always worn and the card visible whilst on the estate roads and facilities.
- No entry or exit in resident's vehicles will be permitted when giving a domestic worker or gardener a lift home or to work. You must let the domestic worker/gardener get out of the vehicle and enter or exit via the pedestrian gate so that the guard can scan the worker in or out. Any worker that has been scanned in at the pedestrian gate by the guard for the day and does not get scanned out, due to being giving a lift in a vehicle out of the estate, will not have access into the estate the next day, and vice versa. That domestic worker or gardener's Access ID card will be denied. An offence like this will cause additional administration to the security staff. Please do not try and take chances or circumvent the system.



## Visitors

- If the driver of the vehicle cannot produce identification (ID, DRIVERS or PASSPORT) no access will be given.
- On arrival at the visitor's gate the security guard will enquire the reason for wanting entry (e.g.: visiting Mr X at no X) and ask for identification.
- The guard will then phone Mr X and confirm that it is OK to grant access to the person or persons.
- The visitor will then complete the register and that information will be entered onto the system and a visitor's card will be issued.
- Visitors staying for longer than a day must indicate the duration of stay or date of departure and their visitors' card will be made valid for that period, which will allow them to enter and exit the visitors gate without having to do documentation every time. This is particularly valid for i.e., resident's children/family who visit on a regular basis as in this instance the visitor's card can be coded for an extended period.

Example: The Visitor Access card will only be valid for as long as the visitor has been entered into the system. If the Visitor Access card is valid for 10 days, on the 11<sup>th</sup> day the Visitor Access card will be blocked, and access will be denied.

A visitor is family, friends, or weekend/holiday tenants.

To speed up the process of visitor entry a resident may complete a Pre-authorized Visitor Form and lodge it at the gatehouse. Several visitors can be registered on the same form. In this way visitors can be preregistered on the system and access cards pre- assigned.

A Pre-authorized Visitor Form (CRCE 002) can be obtained from the gatehouse or from the Cove Rock website at <http://coverock.pbworks.com>

A completed Pre-authorized Visitor Form may also be emailed to security at [coverockexec@gmail.com](mailto:coverockexec@gmail.com)

If you have emailed it, please alert Tim Pautz by calling him at 0603430081.

## Cove Rock Approved Casual Workers

- Casual workers, approved and registered by the estate, will have a dedicated waiting area at the gate house inside the Estate.
- Casual workers will have Access ID Cards (**if casuals are not registered and do not have an access card, they cannot be employed on the Estate**).
- Residents wanting to employ an Approved Cove Rock Casual Worker for the day will take the casual worker to security, give security their (the resident's) details (ID, Name and Address). These details will be entered onto our system. The resident will be responsible to fetch the worker at the gate and after the days' work, take the worker back to the gate. **No walking around in the estate will be allowed. Any casual worker found off site will be removed from the estate and future access will be denied (NO WALKING TO THE ESTATE SHOP).**
- Their Access ID Card will only be valid for 1 day. The card will expire after one day and will need to be renewed every day before receiving access.

## Day Contractors and Deliveries (Less than 7 days)

- If the driver and passengers of the vehicle cannot produce identification (ID, DRIVERS, PASSPORT or Certified copy of ID) **NO ACCESS** will be given.
- On arrival at the visitors gate the security guard will enquire as to the reason they want entry (e.g.: delivering to or working at Mr X at no X) and asked to them to produce identification.
- The guard will then phone Mr X and confirm that it is OK to grant access to the person or persons.
- The contractor/delivery will then complete the contractor/delivery register and that information will be entered onto our system and a **Day Contractor Card** will be issued for all in the vehicle.
- No Day Contractors will be permitted to enter the estate on foot.
- Contractors must deliver and collect their staff to and from the site they are working at.
- No contractors' staff may leave the site they are working at (**NO WALKING TO THE ESTATE SHOP**).
- **If a contractor's staff member is found off site, the contractor could be removed from the Estate and future entry could be denied.**
- Contractors may be on the Estate Monday to Friday from 07h30 to 17h30 and Saturdays from 08:00 to 12:30. No entry on Sundays.

## Contractors (Long Term, longer than 7 days)

- All Long-Term Contractors and their staff need to register at the Cove Rock office before the contract can start.
- Contractor must supply ID, Passport or Driver's License for himself and all his staff to be registered for an Access Card.
- Contractor must either supply his staff with his company's own bibs, marked with the company's name, or use a Cove Rock Contractor bib at an additional cost of R50-00 each.
- Contract workers are not permitted to leave the site they are working at. **Any contract worker found off site will be removed from the estate and future access will be denied. (NO SHOP)**
- All Contractors must enter and exit through the visitor gate and the contract workers must enter and exit through the visitor pedestrian gate, to be scanned in or out by the guard. (No bib and card, no entry)  No Contractors will be permitted to enter the Estate on foot.
- Contractor must deliver and collect their staff to and from the site they are working at.
- Contractors may be on the Estate Monday to Friday from 07:30 to 17:30 and Saturdays from 08:00 to 12:30. No entry on Sundays.

## **Estate Agents**

### **Resident Estate Agents - (Living in Cove Rock)**

- Estate Agent must fetch their clients at the gate and take them back to the gate in the **Estate Agent's Vehicle**.
- Clients must supply the guard at the gate house with an ID, Passport or Driver's License, their details will be entered into the system, in order to get Estate Agent Visitor Card.

### **Estate Agents NOT living in Cove Rock**

- If the driver and/or passengers of the vehicle cannot produce identification (ID, DRIVERS or PASSPORT) NO ACCESS will be given.
- On arrival at the visitor's gate the security guard will enquire as to the reason they want entry (e.g.: Doing a show house or showing a client MR X's house) and ask for identification.
- The guard will then phone Mr X and confirm that it is OK to grant access to the person or persons.
- The Estate Agent will then complete the visitor's register and that information will be entered onto our system and an Estate Agent Card will be issued for all in the vehicle.

## **General**

**Cove Rock security reserves the right to search incoming and outgoing vehicles.**

We hereby urge residents not to try and circumvent the system and rather work with us on security as opposed to working against the system. A great amount of time, energy and effort went into this system to get us this far.

**REMEMBER! SECURITY IS EVERYONE'S  
RESPONSIBILITY!!!!**

### **IMPORTANT NOTICE!!!**

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It is very important to notify the Cove Rock Office in the event of any material changes, in resident's details etc.

1. Change of Contact details: Telephone number, cell number, e-mail address.
2. Termination of any staff, domestic worker, or gardener.
3. Taking on any new staff, domestic worker, or gardener.
4. If an Access ID Card or bib gets damaged or lost, please report it at the office.

#### **Security contact details:**

**Main gate: 087 195 0338**

**TITAN SECURITY Control Room – 083 656 9182**

**Tim Pautz – Security Liaison Officer – 060 343 0081**

**Wayne van der Merwe – Site Manager - 082 797 1639**

**COVEROCK Office Email: [coverockexec@gmail.com](mailto:coverockexec@gmail.com)**

**Cove Rock Country Estate Website: <http://coverock.pbworks.com>**

## ANNEXURE C

### GRIEVANCE PROCEDURE

1. Consider whether infringement is affecting own personal right and interest or that of the community.
2. Ask yourself: "what would I have done in a situation like this, had I been living in Beacon Bay"
3. If personal, please resolve between parties. The Committee acts on a fiduciary position and are not here to resolve personal dispute and vendettas.
4. If the infringement or offense is of a criminal nature, please contact police immediately.
5. If the rights and interests of all or other homeowners are affected, please submit a compliant in writing to the Executive Committee.
6. To strengthen your case, please obtain statement from other homeowners to support your allegations. The Committee may refer your compliant back with a request for supportive statements from other homeowners.
7. If the Committee is of the opinion that your complaint is frivolous or a personal attack on another homeowner or is not of a serious nature, it will inform you accordingly in writing and the matter will be finalized.
8. If the Committee is of the opinion that the complaint has merit and action need to be taken, it will address a letter to the accused party and inform him/her to remedy the situation within a certain period of time, depending on the nature of the complaint. The Committee may also call a meeting with the accused party in order to discuss the problem and to endeavor to have the matter resolved. The complainant may also be called to such a meeting.
9. Should the accused party remedy the breach or provide the Committee with satisfactory explanation, the Committee will inform the complainant in writing and the matter will be finalized.
10. Should a guilty party refuse or neglect to remedy the breach or to respond to the complaint against him/her, the Committee may issue a fine to a maximum of R2 500.00. any continued breach may result in further fines to a maximum of R2 500.00 each until the breach has been remedied or the problem has been resolved.
11. The Committee will instruct the managing agent to raise such fines on the monthly levy statement and non-payment will attract interest.
12. Homeowners are not just obliged to comply with the Constitution but, are also to adhere to all municipal and other by-laws and the laws of South Africa and the Committee reserves its right to lay charges against any person who are not abiding to the law or to report any person to any department it may deem fit for an offence against the state or government