



**RULES AND REGULATIONS OF
BIRDWOOD ESTATE
HOMEOWNERS ASSOCIATION
(INCORPORATED UNDER SECTION 21 OF ACT NO. 61
OF 1973)**

The main object of the Association is as follows:

To promote group interest of the members by maintaining the open spaces, the common areas, the amenities and controlling the aesthetic appearance of walls, gates and improvements in the township, and

Providing and paying for measures to ensure the security access to and safety of the property and all persons therein.

Optimum enjoyment by the members can only be ensured by effective administration and control. It was, therefore, necessary that a set of rules and regulations be prescribed and adopted by the Association. The following are the rules and regulations which have been adopted and which, in terms of, and together with, the Memorandum of Incorporation are binding on all members of the Association.

1. INTERPRETATION

- 1.1 Clause headings are for convenience and shall not be used in the interpretation of the rules and regulations.
- 1.2 Unless the context clearly indicates a contrary intention – any expression denoting any gender includes the other genders a natural person includes an artificial person the singular includes the plural and vice versa.
- 1.3 The following words shall unless the context otherwise indicates have the meanings hereinafter assigned to them.
 - 1.3.1 “The Act” means the Companies Act No. 61 of 1973, as amended or any act which replaces it.
 - 1.3.2 “The Memorandum of Incorporation” means the Memorandum of Incorporation of the Birdwood Homeowners Association. (Association Incorporated under section 21 of the Act)
 - 1.3.3 “The Developer” means New Moon Property Developers (Pty) Ltd.
 - 1.3.4 “The Land” means any erf on the property or any approved subdivided portion thereof excluding the streets.
 - 1.3.5 “The Manager” means any natural or juristic person appointed by the Association or the developer to undertake all or any of the functions of the Association.
 - 1.3.6 “Member” means a member of the Association as referred to in the Memorandum of Incorporation of the Birdwood Homeowners Association.

- 1.3.7 “The Open Spaces” means the common areas, Clubhouse and surrounds, amenities recreational areas and open spaces on the property.
- 1.3.8 “Property” means the Township of Ifafi Extension 6 Registration Division J.Q North West Province and any further extensions.
- 1.3.9 “The Rules” means the rules made by the trustees in terms of the Memorandum of Incorporation as they apply from time to time.
- 1.3.10 “Owner” means a registered owner of an erf as registered in the relevant Deeds Office.
- 1.3.11 “Levy” means the levies made upon members for the purposes of meeting all expenses which the company has incurred, or which the directors reasonably anticipate the company will incur, in the furtherance of its objects.

2 BUILDINGS

2.1 PLANS

- 2.1.1 An Aesthetics Committee comprising, at least, one Home Owners Association member that will be appointed by the Board of Directors.
- 2.1.2 A scrutiny fee of R5000.00 will be payable when the plan is submitted. On submission, by prior appointment the levy for that stand should not reflect any arrears. Four copies of building plans in respect of any building or structure shall be submitted to the Aesthetics Committee for approval. One copy will be retained by the Home Owners Association. Two copies (one colour and one black and white) is needed for Madibeng application by owner. The remaining copy will be endorsed with the approval of the Aesthetics Committee and returned, with a stamped approval thereon and/or appropriate comments, to the stand owner. The approval may be conditional, in which event the stand owner must re-submit the conditionally approved plans to the Aesthetics Committee for endorsement that all conditions have been fulfilled. Once the building plans have been unconditionally approved by the Aesthetics Committee, the stand owners shall submit the plans to the Local Municipality for approval. No construction shall commence until plans have been approved.
- 2.1.3 Perspective views of the proposed building may be requested.
- 2.1.4 A section showing the relationship between the roof height and the highest point on the stand must be included with plans.
- 2.1.5 All external finishes and colours must be clearly annotated on the plans.
- 2.1.6 Awnings, TV aerials, blinds and other items, which do not form part of the basic structure, must be clearly shown and annotated on the plans.
- 2.1.7 Solar heating panels if used should be incorporated into the building to form part of the basic structure and should be clearly shown and annotated on the plans.

- 2.1.8 Pool fencing must be clearly shown on plans and must compliment the design of the main buildings.

2.2 ARCHITECTURAL REQUIREMENTS

- 2.2.1 The architectural style of the proposed house structure will be considered in relation to that of houses on other stands, as well as the aesthetic appearance and the proposed sitting of the building and any other factors, as the Aesthetics Committee in its sole discretion may deem suitable. It is recorded that all buildings to be constructed on the township property will be in accordance with a central theme which has been determined by the Developer, such theme to follow a Balinese style similar to the Birdwood Estate Clubhouse and main entrance gate house. Deviations will be evaluated with an open mind as long as the choice of materials (see 2.3) is adhered to.
- 2.2.2 The views and privacy of surrounding stand owners must be considered and will be taken into account by the Aesthetics Committee when considering plans for approval.
- 2.2.3 The floor area of the main dwelling on each stand, excluding garages, storerooms and staff accommodation, shall not be less than 150 (one hundred and fifty) square meters in extent.
- 2.2.4 Outbuildings and additions must match the original design and style, both in elevation and material usage. Plans for additions must be submitted to the BHOA for approval. All legal requirements must be met.
- 2.2.5 No buildings shall exceed a height of 8 meters measured vertically from the natural ground level at the external wall of the house, on the highest point of the stand, to the ridge of the roof.
- 2.2.6 Buildings, including outbuildings, hereafter erected on the erf in Phase 1, shall be located not less than 5m from any street boundary and 2m from any other boundary. Buildings, including outbuildings, hereafter erected on the erf in Phase 2, shall be located not less than 3m from any street boundary and 2m from any other boundary.
- 2.2.7 There are specific restrictions affecting erven 1050 up to and including 1056, which are subject to a 15 m building line measured from the northern boundary thereof.
- 2.2.8 No staff accommodation may be constructed nearer the street than the main dwelling, unless contained under the same roof or integrated into the total design of any main house.
- 2.2.9 All exposed plumbing and washing lines shall be fully screened from the street elevation, or any other elevation from which it will be visible.
- 2.2.10 All fencing shall be subject to the approval of the Aesthetics Committee. No fences may consist of pre-cast concrete walls. All boundary walls are to be plastered on both sides i.e. Internally and externally.
- 2.2.11 Yard walls and screen walls must compliment the basic materials used in the construction of the buildings. Lean-to's and temporary carports will not be allowed.

The following structures will not be permitted:
So called Wendy Houses
Shade Netting

2.3 MATERIAL

- 2.3.1 All roofs shall be pitched roofs and shall be finished with Coverland Lafarge Elite or Riviera tiles. Colours, Farmhouse Terracotta or Harlequin Brown or equal approved equivalent that has been specifically approved by the aesthetics committee.
- 2.3.2 All external walls shall be plastered and finished in Cemcrete Cemwash or textured paint in the following colours Sandstone, Kalahari, Wheat or Golden Brown or the equivalent colour and texture that have been specifically approved by the aesthetics committee.
- 2.3.3 Each building must have a measure of visible cladding with Smart Stone Wynberg Walling or Wonder Rock Cobblefield simulated stone cladding, natural stone, or equivalent that has been approved by the aesthetics committee.
- 2.3.4 External doors and windows shall be timber or dark brown powder coated metal or bronze anodized aluminum to simulate timber sections.
- 2.3.5 All balustrades and handrails shall be timber or dark brown powder coated metal or bronze anodized aluminum to simulate timber sections.
- 2.3.6 Paving areas shall be Smart stone cobbles or Magalies pavers or bricks pavers. No concrete coloured pavers will be allowed. Any patterns in the paving must be clearly indicated on the plans submitted to the Aesthetics Committee. No half brick paving will be allowed.

2.4 CONSTRUCTION

- 2.4.1 Only NHRBC registered builders may be used. Building projects have to comply with NHBRC rules.
- 2.4.2 The construction period for buildings shall not exceed nine months. Special permission for the extension of the building period can be applied for in writing to the Aesthetics committee and will be considered in the light of i.e. project size and difficulty. The BHOA has the right to enforce monthly penalties when the 9 month construction period is exceeded.
- 2.4.3 Affected non-completed building projects when resold will have a grace period of 5 months taken from date of new registration before penalty is again enforced.
- 2.4.4 Vacant stands have a date by which construction has to start or monthly penalties will be enforced. BHOA will supply that information.

- 2.4.5 Vacant stands affected by penalties where vacant period has lapsed and construction had to start will have a grace period of 5 months taken from date of new registration. Thereafter a 9 month construction period will be allowed.
- 2.4.6 No encroachment over stand boundaries will be allowed during construction.
- 2.4.7 The owner is responsible for ensuring that the builder adheres to the “Builders Rules & Regulations” as amended from time to time.

2.5 MAINTENANCE

- 2.5.1 All houses and structures shall be properly maintained and shall be kept in good and sound state of repair.

3. TRAFFIC

- 3.1 No person shall drive any vehicle on any road within the development at a speed in excess of 30 (thirty) kilometers per hour save as hereinafter provided.
- 3.2 The Association may if it considers it necessary or desirable to do so impose a speed limit lower than that referred to in clause 3.1 above on such roads or portions thereof as it may deem fit either temporarily or permanently.
- 3.3 Pedestrians and animals shall have the right of way of all places and at all times within the Estate and vehicles shall be brought to a stop whenever necessary to enable such pedestrians or animals to enjoy such right of way.
- 3.4 No person shall drive any vehicle at any place within the estate unless he is the holder of a valid current driver’s license which would permit him to drive such vehicle upon a public road within the Republic of South Africa.
- 3.5 No vehicle shall enter or leave the Estate at any point except at the designated entrance gate except in special circumstances and then only with the consent of or at the discretion of the Managing Agent.
- 3.6 All vehicles entering the Estate shall stop at the said vehicle entrance security gate house.
- 3.7 No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the said entrance gate.
- 3.8 No person shall, within the Estate, park or store any caravan, boat, trailer, truck, or lorry outside their own property boundaries and not unsightly in appearance.
- 3.9 For the purposes of these house rules “vehicle” shall mean any form of conveyance whether self-propelled or drawn by mechanical animal or human agency.
- 3.10 In the event of any person contravening or failing to comply with or being deemed to have contravened or failed to comply with any provision of the house rules he shall be liable to a penalty as the directors may from time to time decide.

4. OPEN SPACES

- 4.1 No person shall anywhere in the open spaces, disturb, harm, destroy or permit to be disturbed, harmed, or destroyed, any wild animal, insect, reptile, or bird.
- 4.2 No person shall anywhere in the open spaces disturb, destroy or collect any plant material, whether living or dead, save with the consent of or on instructions of the Association, save further, that the provisions of this clause shall not apply with respect to the exercise by any person or any right granted to him by virtue of any agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes.
- 4.3 No fires shall be lit anywhere in the open spaces except at such place as may be designated for the purpose by the Association and in a properly constructed fireplace.
- 4.4 No camping shall be permitted.
- 4.5 No person shall discard any litter at any place in the open spaces except in such receptacles and in such places as may be set aside for the purposes and designated by the Association.
- 4.6 No person shall use any open space within the estate in any manner which may unreasonably interfere with the use and enjoyment thereof by other persons in the Estate.
- 4.7 No person shall anywhere in the Estate discharge any firearm or any air gun or pistol except in self-defense.
- 4.8 No person shall launch upon the dam, adjacent to the Estate, any craft of any description whatsoever and no person shall have direct access from their erf to the dam.
- 4.9 No person shall pollute or permit the pollution of the dam by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.

5. DOMESTIC REFUSE

- 5.1 The removal of domestic and other refuse shall be under the control of the Managing Agent and/ or the Local Town Council, who may in exercising their functions in this regard from time to time by notice in writing to all persons concerned:
 - 5.1.1 Lay down the type and size of refuse containers to be utilized.
 - 5.1.2 Give directions in regard to the placing of such refuse for collection.
 - 5.1.3 Require the payment of reasonable charge for the provision of such containers.
- 5.2 It shall be the duty of every owner or occupier of an erf to ensure that such directions given by the managing agent or council are fully observed and implemented.
- 5.3 No person shall keep any refuse within or outside his property except in the containers aforesaid.
- 5.4 Containers shall not be kept in any place outside any erf except in such places as may be specifically set aside therefore or as may be approved by the managing

agent from time to time.

6. DOMESTIC ANIMALS

- 6.1 Domestic animals shall be permitted in the Estate, provided that they are at all times properly controlled in the owners stand and also in the open spaces when dogs shall at all times be on al lead.

7. INDEMNITY

- 7.1 Every member of the Association acknowledges and agrees that he hereby indemnifies the Association against all loss, liability damage or expense which he or any member of his family, his friends, visitors and/ or servants, may suffer as the result of which may be attributable to any negligence of whatsoever nature on the part of the Association in the administration and maintenance of the Estate.

8. HOUSE RULES RELATING TO THE CLUBHOUSE AND SPORTING FACILITIES

- 8.1 The clubhouse and sporting facilities may only be used by members and / or their guests, who are properly introduced in accordance with the rules of the club.

9. SECURITY

- 9.1 The Estate security is designed to function as follows:
- 9.1.1 The perimeter of the Estate will be fenced with electrified security fencing.
 - 9.1.2 The entrance to the Estate will be manned 24 (twenty four) hours a day.
 - 9.1.3 Security rules and regulations, as may be issued from time to time, must be strictly adhered to.
 - 9.1.4 Members must give their full co-operation and assistance to Security Guards.

10. GENERAL

- 10.1 No washing of any nature may be hung out or placed anywhere to dry, where it may in the opinion of the Association be unsightly.
- 10.2 Whenever the managing agent is of the opinion that the behavior of any person constitutes a nuisance to any other person, or may be detrimental to the amenities of the Estate generally he may call upon such person to cease such behavior. In the event of such person failing to do so, he shall be deemed to be

guilty of having contravened this clause and shall be liable to a penalty in terms of clause 11 below.

- 10.3 All deeds of sale will make provision for clauses as stipulated by the BHOA included as **addendum B**
- 10.4 No removal trucks are allowed during public holidays and weekends.

11. OFFENCES AND PENALTIES

- 11.1 Any person who contravenes or fails to comply with or is deemed to have contravened or failed to comply with any provisions of the house rules contained herein, or the rules made by the Association from time to time, or any order or direction given in terms hereof, shall be liable to a penalty not exceeding such amount as the directors may decide.
- 11.2 In there house rules, unless it appears to the contrary either expressly or by necessary implication the word and expressions as are defined in the Memorandum of Incorporation of the Birdwood Homeowners Association (Association incorporated under section 21 of the Companies Act)
- 11.3 The managing agent may delegate any of the powers so delegated to him, or any power accorded to him in terms of these house rules to any person nominated by him for the purpose, and any reference to the managing agent shall be deemed to include a reference to such nominee.
- 11.4 The “Managing Agent” shall for interpretation of these rules mean the person duly nominated in writing by the Association to implement all or any of the rules and regulations contained herein, or to exercise any of the Association’s powers in terms of these house rules.
- 11.5 Any penalty imposed by the directors in terms of these rules shall be deemed to be part of the owners levy.
- 11.6 The Association shall be entitled to charge interest on all overdue accounts at a rate equal to the prime rate of interest plus 2% (two per centum) charged by commercial banks as amended from time to time.

12. FINANCE

- 12.1 It is recorded that the cost of all necessary security, administration, maintenance, repairs and carrying out of improvements with reference to the Association the open spaces and natural surrounds of the property shall be financed out of levies imposed by the directors from time to time in accordance with the provisions of the Articles of Association.
- 12.2. The directors shall not less than thirty (30) days prior to the end of each financial year or as soon thereafter as reasonably possible prepare and serve upon every member at the address chosen by him an estimate in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year and shall specify separately such

estimated deficiency if any in respect of the preceding year. The Directors may include in such estimate an amount to be held reserve to meet anticipated future expenditure not of an annual nature.

12.3 The notice to each member shall specify the contribution payable by that member to such expenses and reserve fund.

12.4 All levies are payable in advance on or before the first day of each month.

13. MEMORANDUM OF INCORPORATION

The House Rules and Regulations with its addendums shall govern the running of the Birdwood Home Owners Association in conjunction with The Memorandum of Incorporation of the Birdwood Home Owners Association.