

SCHEDULE B

to:

**MEMORANDUM OF INCORPORATION - ROODEPARK ECO ESTATE HOMEOWNERS
ASSOCIATION**



RULES AND REGULATIONS

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Registration No: 2007/024630/08
(July 2025)

1. INTRODUCTION:

- 1.1. These rules are designed to promote and protect the high-quality lifestyle and the security to which residents of the Roodepark Eco Estate aspire.
- 1.2. The prime objective of these Rules and Regulations is to preserve and enhance security, the harmonious internal and external control, the aesthetics and the environment.
- 1.3. The rules have been established in accordance with the Memorandum of Incorporation of the Roodepark Eco Estate Home Owners Association.
- 1.4. It is the responsibility of the registered owners of the property at Roodepark Eco Estate to ensure that members of their families, as well as their tenants, visitors, friends, invitees, contractors and employees abide by these rules.
- 1.5. Harmonious community living is achieved when residents use and enjoy their private property as well the public areas of Roodepark Eco Estate. General consideration of all residents by and for each other will greatly assist in assuring harmonious relations on Roodepark Eco Estate.
- 1.6. In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising tolerance and consideration. When a problem cannot be resolved, the matter should be brought to the attention of the Board for further recommendation in terms thereof. The Board, who meet monthly, will entertain written submission only.
- 1.7. It is expected from all members to the HOA, owners, residents, tenants, family members, visitors, servants, etc. to apply good manners at all times and to treat everyone on the Estate with the greatest respect and dignity.
- 1.8. No swearing or an expression of bad behaviour and bad language towards any staff member, members of the Board of Directors as well as service providers to the Estate, will be permitted.
- 1.9. No unfair discrimination against anyone's, religion, conscience, belief, and culture will be tolerated.
- 1.10. The Board of Directors may take action such as arbitration or conduct disciplinary hearings or initiate court procedures as they may deem fit in order to rectify unacceptable behaviour on the Estate. The Board of Directors also have the right (embedded in the Companies Act and the Memorandum of Incorporation) to impose fines or penalties where and when necessary, in respect of the breach of any rule of the Estate.
- 1.11. The decision of the Board is final and binding in respect of the interpretation of these rules.
- 1.12. These rules are subject to change from time to time at the discretion of the Board.
- 1.13. Whenever a resident or owner is uncertain about any rule of the Estate, the resident or owner has to clarify the uncertainty with the Board before any action or decision is taken by the owner or resident.
- 1.14. All projects to be initiated by an owner or resident on a residential stand must first be registered with the Board and approval for the proposed project must be obtained before any action can be taken.
- 1.15. Only one family and family dwelling per erf on this residential Estate is permitted. Granny flats are permitted. Boarding or lodging houses, Guesthouses or renting for commercial purposes is not permitted.
- 1.16. All correspondence with/to owners/residents will be done electronically and will be regarded as delivered and accepted by the owner/resident as from the date it was sent from the Board.
- 1.17. The stand number must be quoted in all correspondence and mails to the Board.
- 1.18. All complaints by residents and owners must be forwarded to the Board and in writing, if possible, with photo evidence of contraventions of the rules of the Estate.

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- 1.19. It is the full responsibility of the owner of a property to acquaint him- or herself primarily regarding the contents of all rules of the Estate at all times and NOT the HOA or the Management. No owner can state at any time that he or she was uninformed or unaware of a specific rule of the Estate.
- 1.20. A new owner of a property on the Estate must make an appointment with the Estate Manager in order to be inducted on the Estate, its rules, the Estate's culture & practices as well as applicable general information.
- 1.21. All the safety measures as determined by the Safety Act, the Occupational Health & Safety Act, Act 85 of 1993, as well as its Regulations is applicable to all building related and other projects on the Estate at all times. The rules of the Estate, the National Building Regulations, the Laws as well as the Bylaws of the City Council is also applicable and must be adhere to at all times.
- 1.22. Owners and contractors are not allowed to interpret rules their own way or to make their own assumptions of rules to suit their own situations. The interpretation of rules done by the Board of the Estate is the correct interpretation.
- 1.23. When an owner or contractor is advised, reprimanded or punished about the contravention of the Estate's rules, the owner/resident/owner builder/contractor must not reflect away from the contravention and generally refer to another neighbour's situation or anyone else's matters.
- 1.24. The contravention referred to must be acknowledged and attended to without any delay. The HOA Management takes care of other peoples' situations and matters in a professional and individual way, and according to set procedures.
- 1.25. The POPI Act prevents the Board to disclose any information about complainants, other people's or neighbour's info, letters, details, etc. to any resident, neighbour or to any other person requesting such information, except in the case of the approval of house plans. to disclose information.
- 1.26. Owners or contractors must never expect from the HOA Management to serve as their messengers when an owner have conflict with his/her neighbour, contractor, service providers, etc. The HOA Management is not permitted to intervene in such or similar cases.
- 1.27. If the behaviour of a main building contractor, owner builder or sub-contractor is of adverse nature or of mal-behaviour during the building process, or, if e-mails have to be forwarded on a continuous basis in order to rectify behaviour or related to any aspect on the building site, such person will be put off the building site immediately by the Board without any further notices. Access to the Estate will be denied, and he/she will not be accepted to do any form of construction related work on the Estate again.
- 1.28. No construction or levelling of soil will be allowed if, the building project is not registered with the HOA.
 - 1.28.1. This includes:
 - 1.28.1.1. New home building construction project on an open stand.
 - 1.28.1.2. New Additions, Maintenance & Renovations.
 - 1.28.1.3. Fish ponds.
 - 1.28.1.4. Paintwork.
 - 1.28.1.5. Paving.
 - 1.28.1.6. Louvre Roofs.
 - 1.28.1.7. Lean-to's.
 - 1.28.1.8. Carports.
 - 1.28.1.9. Swimming Pools
 - 1.28.2. Annexure A deals with this in detail. If building related activities did take place illegally, penalties will be imposed on the owners' levy account automatically.
- 1.29. Note: The latest version of this document is applicable and replaces all previous versions of the document. It is also applicable to all parties involved. The rules are also available on the website of the Estate.

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2. DEFINITIONS AND INTERPRETATION

- 2.1. In these rules, unless the context indicates otherwise, the following words and expressions shall have the following meaning:
- 2.1.1. Articles shall mean the Memorandum of Incorporation, Articles of Association of the RPHOA and all Rules as amended from time to time.
 - 2.1.2. Building contractor shall mean any person who engages in the construction of a new dwelling or additions to, or the alteration or renovation of an existing dwelling or the erection of a pergola, fence or boundary wall or retaining wall or the laying of paving, building of a swimming pool or any other structure, whether for himself or on contract or subcontract for an owner and shall include all personal of such building contractor.
 - 2.1.3. Building plans shall mean the building plans for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of an existing dwelling or for the erection of a pergola, fence or boundary wall or retaining wall or the laying of paving or building of a swimming pool or any other structure.
 - 2.1.4. Common facilities shall mean those facilities erected or constructed by the Roodepark Eco Estate on its property, which includes, inter alia, the HOA Clubhouse and security building facilities that may be used by all residents for the purposes and on the conditions determined by the Board from time to time.
 - 2.1.5. HOA Appointed Architect shall mean the architect appointed from time to time by the Board for aesthetic control of all building plans prior to submission thereof to the municipality approval.
 - 2.1.6. Board of Directors shall mean the Directors appointed and elected from time to time in accordance with the provisions of the Articles and hereafter referred to as the Board.
 - 2.1.7. Employee shall mean any person employed on a temporary or regular basis in the Estate by the Board, the Managing Agent or the Estate Manager.
 - 2.1.8. Erf shall mean an erf in the Estate.
 - 2.1.9. Estate shall mean the township area Kameeldrift East and some of its extensions, commonly referred to as Roodepark Eco Estate.
 - 2.1.10. Estate Manager shall mean the Manager at the Roodepark Eco Estate as appointed by the Directors.
 - 2.1.11. Levy shall mean the monthly subscription levied by the Board in terms of the Articles to defray the costs of managing and administering the Estate.
 - 2.1.12. Managing agent shall mean the person or entity appointed by the Board to assist it with the day-to-day administration of the Estate, its affairs, transactions and finances.
 - 2.1.13. Municipality shall mean the City of Tshwane Municipality and its successors in title.
 - 2.1.14. Owner shall mean the registered owner of an erf in the Estate.
 - 2.1.15. Public open spaces shall mean the land registered in the name of the Roodepark Eco Estate reserved for the purposes of parks, sport, playing, resting or other forms of recreation, the access to which is controlled by the Board, including the HOA Office block and surroundings and all other parks and gardens.

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- 2.1.16. Protected areas, green areas, wetland areas shall mean those areas in the Estate that have been identified and/or have been declared protected areas in terms of Regulations R1182 and R1183 of the Nature Conservation Act or DWARF or referred to in the ROD issued in terms of the Act.
- 2.1.17. Resident shall mean any legally registered person residing in the Estate, irrespective of whether he is an owner, a family member or the relative of an owner, or a legal and HOA registered tenant occupying property of an owner in terms of a legal lease agreement.
- 2.1.18. Rules for the control of building activities shall mean the rules to control all building activities in the Estate for compliance by all owners, building contractors and service providers which rules shall form part of these rules.
- 2.1.19. Service provider shall mean any person who performs a maintenance, installation or repair service in connection with a property in the Estate, whether for himself or on contract or subcontract for a resident or the HOA.
- 2.1.20. Rules shall mean all the applicable rules of the Estate, conduct rules, building rules, residential project rules, architectural design rules, including all other rules, guidelines, annexures, MOI, or directives resulting from these.
- 2.1.21. Worker shall mean a construction worker or the domestic worker or gardener employed by a resident.
- 2.1.22. RHOA, HOA or HOA Management shall mean the Roodepark Eco Estate Homeowners Association Reg. No 2007/024630/08, established in terms of Section 21 of the Companies Act.
- 2.2. The headings to these rules are for convenience of reference and shall be disregarded in construing these rules.
- 2.3. Unless the context clearly indicates a contrary intention:
 - 2.3.1. words importing the singular shall include the plural, and vice versa;
 - 2.3.2. words importing the masculine gender shall include the feminine and neuter genders, and vice versa; and
 - 2.3.3. a reference to natural persons shall include trusts, partnerships and other legal persons and vice versa.
- 2.4. Where figures are expressed in words and in numerals in a rule, the words shall prevail if there is any conflict between the two.
- 2.5. Words and expressions used herein and, in the Articles, shall have the meaning assigned to it in the Articles.
- 2.6. If any rule is in conflict with a provision of the Articles, the provision of the Articles shall take precedence. If any paragraph of a rule is in conflict with each other, the interpretation of the Management shall take precedence.
- 2.7. When any number of days is prescribed in these rules, and the exact reckoning of these days are not prescribed, then the number of days shall be reckoned exclusive of the first and inclusive of the last day, unless the last day falls on a Saturday, Sunday or a proclaimed Public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed Public holiday.
- 2.8. All annexures to these rules shall be deemed to be incorporated in, and form part of, the Conduct rules as such.

3. RULES AND REGULATIONS

3.1. Conduct Rules / Good Neighbourliness

3.1.1. Use of the Streets

- 3.1.1.1. The streets of Roodepark Eco Estate are for the use of all residents, whether it be on foot, roller-skate, bicycle, motorcycle, delivery vans or cars.
- 3.1.1.2. Please note that motorcycle, delivery vans and cars are part of the street environment, but not necessarily the dominating factor.
- 3.1.1.3. Driving in parks, communal areas, off-limit areas and on pavements with any type of engine powered vehicle is prohibited.
- 3.1.1.4. Parking on pavements is off-limit.
- 3.1.1.5. Vehicles may not be left unattended in such a manner that they may cause an obstruction to other road users.
- 3.1.1.6. The speed limit is restricted to **30 km per hour**, throughout the Estate.
- 3.1.1.7. Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.
- 3.1.1.8. Only licensed drivers may operate and drive engine powered vehicles in the streets on the Estate.
- 3.1.1.9. Pedestrians will frequently cross streets on the Estate and have the right of way. Motorists are reminded always to approach crossings with caution.
- 3.1.1.10. Pedestrians on the Estate have the right of way under any circumstances.
- 3.1.1.11. Bicycles have preference over motor vehicles in the use of the estate roads.
- 3.1.1.12. Cyclist must however adhere to all the rules of the roads as well as these rules regarding road usage.
- 3.1.1.13. The use of motorcycles or other vehicles with noisy exhaust systems or unsafe for entering or exiting from the Estate, is prohibited.
- 3.1.1.14. No "Off-Road" vehicles such as scramblers, quad bikes, three wheelers, golf carts etc. will be allowed to use the roads or public open spaces if they would not be allowed on a normal public road.
- 3.1.1.15. Only licensed and roadworthy vehicles will be allowed. Unlicensed vehicles must be transported by trailer or by LDV.
- 3.1.1.16. The Board, through its authorised representatives, has the authority to apprehend and fine motorist who disregard the rules of road use contained herein.
- 3.1.1.17. The amount to which fines will be levied, will be decided by the Board from time to time as per Annexure B and notice given.
- 3.1.1.18. Residents must temporarily park their visitors' vehicles at the main entrance when parties or functions are going to take place at a residential stand. The HOA must be informed at

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least two weeks in advance and in writing about such request and arrangement in order to get the necessary permission from the HOA.

- 3.1.1.19. The owner has to **arrange for access for the visitors via the access code application**, as well as for **transport between the main entrance and the owner's residential stand** where the function or party is going to take place. Visitors must be transported and are not permitted to walk on the Estate or between the main entrance and any residential stand.
- 3.1.1.20. It is recommended that residents limit the **number of guests to no more than 20** people. If more people are to be accommodated, **prior approval** must be obtained from the HOA in advance during normal **office hours**.
- 3.1.1.21. No vehicle may be stood, parked, semi parked, permanently parked or stored on a **residential stand, vacant** erven, open stand, public open spaces, green areas, sidewalks, sidewalk lawns, pavements or where it effects the natural aesthetical appearance of the Estate. The HOA can arrange for it to be removed or towed away at the risk and expense of the owner of the vehicle, including the payment of a **release penalty** in respect of the release of the vehicle, as determined from time to time by the Board of Directors.
- 3.1.1.22. Unless specifically stated otherwise in these rules, the normal statutory traffic laws apply in the Estate in accordance with Regulations of the Road Traffic Act, (Act 75 of 1984). Any transgression on the Road Traffic Act of South Africa, Act 75 of 1984 will be considered to be misconduct in terms of these rules and the Board have the right to introduce fines and enforce payment of fines for such misconduct in addition to any fine imposed by the authorities in terms of the Road Traffic Act, Act 75 of 1984.

3.1.2. Noise

- 3.1.2.1. The volume of music or electronic instruments should be kept at a level so as not to create a nuisance to neighbours.
- 3.1.2.2. Parties must be conducted with a minimum of noise generation and no music or noise caused by merrymaking shall be heard beyond the boundaries of the applicable erf or unit between the hours of 23h00 and 08h00.
- 3.1.2.3. Agreement to a party or function at a residential home must be obtained in writing from the neighbours, as well as the approval by the HOA, in advance. The written agreement of all the neighbours must be submitted together with the application for the party or function to the HOA for approval. Only after approval by the HOA for a party or function may arrangements for a party or function start.
- 3.1.2.4. Residents must at first address complaints of disturbances directly to the person causing such disturbance, if unsuccessful, report it to the HOA or to the Metro Police or SAPS. This rule is also applicable to dogs barking and other noise levels such as that of bird pets, etc.
- 3.1.2.5. Discharging a firearm in a residential area has been outlawed and is, therefore, prohibited in the Estate. Criminal charges will be instated in all cases of unlawful gun discharges or threatening any person with a firearm or to be shot. Discharge of a firearm for any purpose or reason other than self-defence and emergencies will be met with criminal charges and the perpetrator will be fined by the HOA.
- 3.1.2.6. The do it yourself repair and maintenance of motor vehicles, or any other internal combustion engine vehicle, craft or implement, must take place out of sight from the Estate/streets and may never cause disturbance or be intrusive to neighbours or other residents.

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- 3.1.2.7. The use of power saws, lawn mowers and the like (electric mowers are preferred), should only be undertaken between the following hours:
- 3.1.2.7.1. **Monday – Friday**
08h00 – 18h00
- 3.1.2.7.2. **Saturdays**
08h30 – 13h00
- 3.1.2.8. **No** mechanical maintenance, the use of power saws, lawn mowers and the like is permitted on **Sundays and Public Holidays**.
- 3.1.2.9. The minimum specifications for the installation and/or use of generators on the Estate are:
- 3.1.2.10. The positioning of the generator must be of such a nature that it does not create an unsightly image or any inconvenience or disturbance to neighbours.
- 3.1.2.11. Noise levels should comply with the relevant by-laws.
- 3.1.2.12. Residents will be allowed to use generators during loadshedding schedules only from 5 am till 10 pm.
- 3.1.2.13. For instances where these generators need to run longer due to for example residents making use of medical equipment that requires electricity, these generators will need to be enclosed by means of a constructed and concealed room - sound proof with ventilation.
- 3.1.2.14. At night the noise level must not exceed 40 decibels.
- 3.1.2.15. A permanent installed generator may not be installed near the bedroom of a neighbour.
- 3.1.2.16. If the generator is larger than 10KVA an installation certificate by the City Council must be obtained. As well as an acoustic certificate issued by an engineer, qualified to issue. It must also comply with the SANS codes.
- 3.1.2.17. The generator must be enclosed by means of a constructed and concealed room.
- 3.1.2.18. The exhaust of the generator must end 1 meter higher than the highest roof top of the house.
- 3.1.2.19. Regarding permanent installed generators the necessary required certificates for noise and fumes must be obtained from the City Council.
- 3.1.2.20. Contravention of any of the above provisions shall be punishable by a fine as per Annexure B.

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3.1.3. Fireworks

- 3.1.3.1. **No** fireworks may be set off within the boundaries of the Estate.
- 3.1.3.2. Criminal charges may be brought against perpetrators and an internal fine as per Annexure B will be levied.

3.1.4. Pets

Let your pet not be a bone of contention between you and your neighbours.

- 3.1.4.1. The local authority by-laws relating to pets will be strictly enforced.
- 3.1.4.2. Residents may not keep more than two dogs and two cats on their property without the written permission of the Board.
- 3.1.4.3. Poultry, pigeons and livestock may not be kept on the Estate.
- 3.1.4.4. Continuous barking and howling dogs, becoming a nuisance in the Estate, will be reported to the SPCA.
- 3.1.4.5. Barking dogs, noisy birds as pets, etc. that is a nuisance to residents must be seriously attended to by the owner and the resident.

Neighbours and other residents complaining about barking dogs, must address the matter with the applicable dog owner, if unsuccessful with evidence, report the matter to the HOA or to the Metro Police or SAPS.

Owners must take immediate action when complaints about barking dogs are reported to them by neighbours.
- 3.1.4.6. Should any excrement be deposited in a public area, the immediate removal thereof shall be the sole responsibility of the owner off the pet. Neglect to comply may result in a fine as per Annexure B.
- 3.1.4.7. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner.
- 3.1.4.8. No pets are allowed to roam the streets. Roaming pets will be removed immediately, without notice to the owner and be handed to the SPCA.
- 3.1.4.9. All pets must be kept in conditions acceptable to the SPCA.
- 3.1.4.10. In the event of the owner being known to the Estate Manager, or the owner becoming known the Estate Manager, a fine as per Annexure B may be levied, depending on the circumstances leading to the animal being outside of the owners stand.
- 3.1.4.11. Pets must be walked on a leash in public areas. All streets, parks and open areas are defined as public areas.
- 3.1.4.12. The Board reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.
- 3.1.4.13. The owner will be responsible for any damage or injury caused to property/persons/other animals within the Estate by his/her dogs.
- 3.1.4.14. When an owner sees, a pet roaming around in the estate, must it be reported to the Estate Manager, a photo of the pet must be included in the complaint.

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3.1.4.15. A resident may not keep the following on his erf:

- 3.1.4.15.1. Any poisonous, exotic or other undomesticated or wild pets; or
- 3.1.4.15.2. Poultry, pigeons, cockatoos, budgies, honey bees, aviaries or livestock of any kind.

3.1.5. Ensuring a Pleasing Streetscape

The collective pride of the Estate is dependent upon the contribution of every owner to create a neat and pleasing streetscape.

- 3.1.5.1. Garden fences and/or walls and outbuildings forming part of the streetscape, should be regularly maintained and painted where necessary.
- 3.1.5.2. The Board has the right to effect repairs at the cost of the owner should it be considered necessary.
- 3.1.5.3. Building material may under no circumstances be dumped on the sidewalks or streets except where prior permission is granted by the Estate Manager.
- 3.1.5.4. The owner will be liable for any damages in this regard.
- 3.1.5.5. No trees, plants or sidewalk lawn may be damaged, removed or planted without the permission of the Board.
- 3.1.5.6. **Kerbsides, street cleanliness and sidewalks** are the responsibility of the **owner of the erf**. On occupation of an erf, the **owner has to level, clean and establish a sidewalk and keep the street in front of the house clean at all times**.
- 3.1.5.7. Sidewalks should preferably only be **covered with grasses such as lawn, kikuyu, Canada Green or cobble stone paving** to allow **free access to pedestrians**, even during **construction time of a house**.

The fact that **servitudes are registered on sidewalks** should be acknowledged at all times.
- 3.1.5.8. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
- 3.1.5.9. Gardens **abutting** the pavements must be kept neat and tidy at all times, ailing which the Board shall have the right to clean the garden at the owner's cost.
- 3.1.5.10. No wendy houses or tool sheds may be erected. If the owner refuses to remove such structures, the Board may remove such structures at the cost of the owner. No banners, flags, or shade structures may be erected on the stand. Purpose-built Children's Play / Tree houses are permitted.
- 3.1.5.11. Caravans, trailers, boats, equipment, tools, engine and vehicle parts, as well as accommodation for pets, should be located out of view and screened from neighbouring properties and the street, behind solid gates or garage doors within the boundary/perimeter of the stand.

3.1.6. General

- 3.1.6.1. Washing lines must be suitably screened from neighbouring properties.
- 3.1.6.2. **Washing lines** must be obscured from street view and will only be allowed at the rear of the main house or furthest building and within the drying area.

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- 3.1.6.3. **Washing** may not be hung on the outside of a stand on boundary walls, gates, palisade fence, etc. or displayed in such a way that it is **visible from street view** or from public open spaces.
- 3.1.6.4. **No washing** may be **hung from windows, balconies or boundary walls**.
- 3.1.6.5. Refuse, refuse bins, etc, (except on official collection days) may not be placed on the pavement.
- 3.1.6.6. Garden refuse must be removed on the same day.
- 3.1.6.7. Residents may not place any **sign, notice, billboard or advertisement** of any kind whatsoever on any part of their property so that it is visible from outside the property without the written consent of the Board.
- 3.1.6.8. No person may damage or remove any part of the Estate's boundary wall or security fence.
- 3.1.6.9. No attachments may be made to the boundary wall or security fence without the prior written approval of the Estate Manager.
- 3.1.6.10. No signage whatsoever may be erected against or on top of the boundary wall or security fence.
- 3.1.6.11. Residents living on property adjacent to the Estate boundary wall or perimeter must ensure that a minimum area of 1.5 meter on the inside of the Estate's boundary brick wall or palisade fence are kept clean of any flora or any other obstruction to ensure that the maintenance of the boundary wall and electric security fence and security patrolling can be carried out.
- 3.1.6.12. No resident may refuse access to their property if any form of maintenance (preventative or current) must be carried out to the boundary wall / palisade fence or security related equipment (trimming of plants).

Repairs and maintenance will be coordinated with the Management. Residents must be cooperative regarding any fence / wall related issues, as this poses a major security risk and impacts on all residents within the Estate.
- 3.1.6.13. Whenever the Estate's boundary wall forms part of the boundary walls of a stand, the Estate's boundary wall must be maintained by the owner of the stand.
- 3.1.6.14. Owners must ensure that domestic workers and other employees do not loiter on the Estate and specifically not at any prominent places such as at the gates, road circles, streets, etc.

3.1.6.15. Weekend Garden & General House Maintenance Work:

3.1.6.15.1. Saturdays:

- 3.1.6.15.1.1. Only pre-registered / permanent workers performing garden and general household maintenance can work over a weekend.
- 3.1.6.15.1.2. Only two workers allowed per household unless by prior arrangement.
- 3.1.6.15.1.3. Workers must be out of the Estate by 16H00.

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3.1.6.15.1.4. Workers only allowed to work within the confinements of the stand.

3.1.6.15.1.5. In case of after hour emergency repairs to be performed, the resident must inform the Security Personnel at the Main Entrance.

3.1.6.15.2. Sundays:

3.1.6.15.2.1. Only pre-registered / permanent workers performing garden and general household maintenance can work over a weekend.

3.1.6.15.2.2. Only two workers allowed per household unless by prior arrangement.

3.1.6.15.2.3. No motorized work allowed on Sundays.

3.1.6.15.2.4. Workers must be out of the Estate by 15H00.

3.1.6.15.2.5. Workers only allowed to work within the confinements of the stand.

3.1.6.15.2.6. In case of after hour emergency repairs to be performed the resident must inform the Security Personnel at the Main Entrance.

3.1.7. Environmental Management

"The degree of environmental care exercised by a community says much for the level of culture and refinement attained by the said community" (Anon)

3.1.7.1. No rubble or refuse may be dumped or discarded in any public areas, including parks, streets, sidewalks or vacant stands.

3.1.7.2. Residents and their guests are urged to leave any open space they visit in a cleaner condition than that in which it was found.

3.1.7.3. Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.

3.1.7.4. Picnicking is only permitted on specified places.

3.1.7.5. The following conduct is prohibited or not allowed in public or on the Public Open Spaces, walkways and Common Facilities:

3.1.7.6. The use of alcohol or illegal substance (drugs).

3.1.7.7. Excessive noise is not allowed, and therefore no audible music, loud instruments or any other form or source of noise (including vuvuzelas, car hooters, etc.) will be allowed.

3.1.7.8. No motorised bikes, scooters, quad bikes, or motorised toys are allowed.

3.1.7.9. No open braais, open fires or fireworks are allowed.

3.1.7.10. No temporary or permanent structures, including tents, display boards or the like, that is not part of the approved landscaping may be erected.

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- 3.1.7.11. Flora may not be damaged or removed from any public area.
- 3.1.7.12. Fauna of any nature may not be chased, removed, trapped or harmed in any way, in any area of the Estate.
- 3.1.7.13. Residents shall maintain trees, plants and shrubs, planted on their pavements by the Developer.
- 3.1.7.14. Residents should ensure that declared noxious flora are not planted or allowed to grow in their gardens.
- 3.1.7.15. Each owner of an erf shall, in respect of his erf **maintain a garden** in a **clean and neat** condition. If an owner of an erf fails to adequately maintain his garden in a clean and neat condition failure will lead to penalties being levied.
- 3.1.7.16. Swimming pool water must be channelled into the storm water system and **not** the sewerage system.
- 3.1.7.17. Vacant stands must be kept clean on a regular basis to the satisfaction of the Board, failing which, the Board reserves the right to clean on a regular basis to the satisfaction of the Board, failing which, the Board reserves the right to clean the stand at the owner's expense.
- 3.1.7.18. Each **owner** of an erf shall **maintain the buildings**, outbuildings, boundary walls, retaining walls, street surface in front of the stand, fences and other structures on his erf, or open stand or infra-structure of the Estate, in a **neat, workable and tidy** condition and in a state of good repair.
- 3.1.7.19. The **stand number** must be reflected on a street side wall, or above the garage door, or on any other house wall area, clearly visible from street view.
- 3.1.7.20. No resident may refuse access for the HOA to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.
- 3.1.7.21. The residents' use of any open space areas is entirely at their own risk at all times. The Board will entertain no claims for damages of whatsoever nature or from whatsoever nature or from whatsoever cause arising.
- 3.1.7.22. Floodlights must be adequately screened so as not to cause discomfort to neighbours.
- 3.1.7.23. The use of an open braai or boma fire must be clearly controlled as not to cause uncontrolled field fires.

3.2. Security

*'Every time you break security protocol and regulations, you are making it easier for criminals to do the same'.
(Ex-cop)*

3.2.1. Main Gate

- 3.2.1.1.1. To be used for Owners, Visitors, Emergency vehicles, Contractors, Workers and Deliveries.
- 3.2.1.1.2. Security protocol at the gates must be adhered to at all times.

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- 3.2.1.1.3. Residents are not allowed to bring any form of labour into the Estate without following the correct procedures in terms of permits etc
- 3.2.1.1.4. Under no circumstances may residents or any person other than the security personnel, the Estate Manager or members of the Board be allowed without supervision inside the Gate House.
- 3.2.1.1.5. Residents are required to treat all security officers in a co-operative and patient manner. No "outburst" or any form of verbal abuse towards security officers will be tolerated. The security guards are doing a difficult job.
- 3.2.1.1.6. Unauthorised use of access cards by any person.
- 3.2.1.1.7. Unauthorised entry into the Estate by any person.
- 3.2.1.1.8. The **ID** card system for permanent workers of owners must be conscientiously enforced by every owner with respect with to people in his/her employ.
- 3.2.1.1.9. Security is an attitude; be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons not displaying formal ID cards.
- 3.2.1.1.10. The Estate has a security system comprising of perimeter security, access control and physical patrolling. The system has a detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate. On the Estate perimeter, the fence is electrified and could cause injury if touched.
- 3.2.1.1.11. The Estate shall provide an access control system, which shall be manned 24 hours per day, but residents are however responsible for their own safety and protection of their own private property.
- 3.2.1.1.12. No property may be secured with razor wire or similar fencing during or after the construction period.
- 3.2.1.1.13. Residents on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence.
- 3.2.1.1.14. Residents on the perimeter wall fence must advise any visitors of the dangers pertaining thereto.
- 3.2.1.1.15. The perimeter wall and electric fencing serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate.
- 3.2.1.1.16. No residents may issue instructions to Security Personnel.
- 3.2.1.1.17. Security may refuse access to any visitor under the influence of alcohol or drugs, where access is not authorised by the residents or otherwise in terms of these rules.
- 3.2.1.1.18. Any person entering the estate, including owners must be able to proof their identity when requested to do so.
- 3.2.1.1.19. Access cards/disks/remote controls may not be utilized by anyone other than the registered users, nor may they be in any other person's possession at any time.
- 3.2.1.1.20. All residents/property owners must ensure that contractors and workers in their employ adhere specifically to the access stipulations of the Builders Standard Code of Conduct, Architectural Guidelines, Sequence of Events and Building Process Annexure A.

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3.2.1.2. Access Process

3.2.1.2.1. Resident/Property Owner:

- 3.2.1.2.1.1. New residents/property owners must ensure that they bring a copy of the registered title deed and ID, as without these, they cannot be registered on the access system.
- 3.2.1.2.1.2. No exceptions will be allowed.
- 3.2.1.2.1.3. Once registered on the system will they be handed the information for the cellphone application to be used by them to issue access codes for visitors and deliveries.
- 3.2.1.2.1.4. This is performed at the Roodepark reception area.

3.2.1.2.2. Tenant:

- 3.2.1.2.2.1. If a house / property is going to be rented, the owner or Rental Company must inform the HOA with the tenant's information.
- 3.2.1.2.2.2. The tenant must bring a signed copy - by all applicable parties - of the lease agreement (contract), ID and a recent Police Security Clearance Certificate as without these they cannot be registered on the access system.
- 3.2.1.2.2.3. No exceptions will be allowed.
- 3.2.1.2.2.4. Once registered on the system will they be handed the information for the cellphone application to be used by them to issue access codes for visitors and deliveries.
- 3.2.1.2.2.5. If an owner **sells or rent his property** or any part thereof, he or she must ensure that the buyer or tenant is provided with a **copy of all the Estate rules**.
- 3.2.1.2.2.6. The occupants of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Rules.
- 3.2.1.2.2.7. Whenever a **lease agreement terminates**, the HOA Office must be informed in writing on the date of the expiry.

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3.2.1.2.3. Visitors/Deliveries:

- 3.2.1.2.3.1. Residents must use the access application to issue codes for deliveries and visitors.
- 3.2.1.2.3.2. With certain deliveries, codes cannot be issued to the specific driver and will the guard on duty, scan the delivery drivers ID and confirm with the resident about the delivery via the handheld scanner.
- 3.2.1.2.3.3. The driver must use the ID to exit the Estate, by scanning the ID in the card reader.
- 3.2.1.2.3.4. If the resident does not answer the phone, or does not want the visitor/delivery to enter for whatever reason, no access will be allowed.

3.2.1.2.4. Other Visitors/Estate Agents:

- 3.2.1.2.4.1. A mini bus taxi may only enter the Estate if the resident concerned has made prior arrangements.
- 3.2.1.2.4.2. Right of admission is being reserved by the Board and strict terms and conditions will apply to the admittance of any taxi or public transport.
- 3.2.1.2.4.3. All Estate Agents and Agents from Rental Companies must on registration have a copy of a valid Fidelity Fund Certificate (FFC), as issued by the Estate Agency Affairs Board (EAAB) and ID.
- 3.2.1.2.4.4. The resident who the Estate Agent or Rental Company represents will be contacted.
- 3.2.1.2.4.5. Access on the system will expire on the same date as the Fidelity Fund Certificate.
- 3.2.1.2.4.6. Prospective buyers will only be allowed into the Estate if accompanied by estate agent with access.

3.2.1.2.5. Domestic/Garden Workers:

- 3.2.1.2.5.1. Residents will be contacted for permission before Domestic/Garden workers with a South African ID is registered on the access system giving them access via the Turnstile.

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3.2.1.2.6. Contractors/Sub Contractors:

- 3.2.1.2.6.1. Contractors will have to sign in at the gate and workers will have to submit the original South African ID or valid Department of Home Affairs workers permit.
- 3.2.1.2.6.2. No worker/contractor will gain access to the estate without the original Identification Document. They will be issued with a contractor's card that must be handed in at the end of the working day.
- 3.2.1.2.6.3. Any workers found on the estate without special permission from the Estate Manager, after construction hours will be removed.
- 3.2.1.2.6.4. In the event that illegal workers are apprehended on the Estate, that contractor's employees in totality can be denied access to the Estate.
- 3.2.1.2.6.5. All workers have to go off the car when entering or leaving the estate for the purpose of counting and checking the permits.
- 3.2.1.2.6.6. Contractors must deliver and collect their workers to and from the stand. No workers are allowed to walk around, loitering in the estate and **must remain within the boundary** of the site.
- 3.2.1.2.6.7. Transgressions will be dealt with via Annexure B.

3.2.1.2.7. General Access Protocol:

- 3.2.1.2.7.1. Booms will be used from 5am to 12pm and thereafter the gates only.
- 3.2.1.2.7.2. The gates will automatically close at approximately 12 pm and open at around 5 am.
- 3.2.1.2.7.3. Vehicles should not stop in the open/close area of the booms or gate but proceed to exit.
- 3.2.1.2.7.4. Please be patient and wait for the booms or gate to be completely open before driving through.
- 3.2.1.2.7.5. Please drive slowly at these areas.
- 3.2.1.2.7.6. Please do not tailgate. Only one vehicle at a time. Penalties will be issued for contravention of this rule.
- 3.2.1.2.7.7. Do not grant access to anyone via the access system if you are unsure who they are.

3.2.1.2.8. House Alarms & Armed Response

- 3.2.1.2.8.1. Residents are allowed to acquire the services of “external” armed reaction units.
- 3.2.1.2.8.2. A resident may, at his own expense, post a security officer on his premises.
- 3.2.1.2.8.3. Residents are requested to inform the Estate Manager if they employ such a person.
- 3.2.1.2.8.4. Residents are requested to inform the Estate Manager/Security if they will be away from their premises for a period of longer than 4 days.
- 3.2.1.2.8.5. If applicable, full details must be provided of the person/s that will be occupying the premises during that time.
- 3.2.1.2.8.6. Residents may not refuse access to their property if any form of maintenance (preventative or corrective) must be carried out to the boundary wall/palisade fence or security related equipment.
- 3.2.1.2.8.7. Repairs and maintenance times will be coordinated with the Estate Manager.
- 3.2.1.2.8.8. Residents must be cooperative regarding any fence/wall related issues, as damages or destruction thereof poses a major security risk and impacts on all residents within the Estate.
- 3.2.1.2.8.9. Residents must ensure that the house alarms are maintained and work properly and will not cause any unnecessary false alarms.

3.3. Letting Property

- 3.3.1. The concept of this Estate imposes certain restrictions on the manner in which estate agents may operate therein.
- 3.3.2. In order that the rules applicable to the Roodepark Eco Estate are made known to new residents, the following rules relating to letting property shall apply:
- 3.3.3. The agent and the owner must ensure that the Lessee is informed of and receives a copy of the Rules and Regulations, so that these Rules are attached as an annexure to any lease agreement.
- 3.3.4. The Lessee acknowledges that, upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all rules and regulations as contained in this document.

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- 3.3.5. Where tenants continuously breach the rules of the Estate, the owners can be requested to terminate the lease agreement and or be held liable for the maximum fine allowed under the Board rules. This clause must be written into the lease agreement.
- 3.3.6. No property may be let or utilized for the purpose of a commune.

3.4. General

3.4.1. House Number, Name Boards& Estate Agent Advertisement Boards

- 3.4.1.1. The house number must be obtained from the Estate Manager and displayed in front of the stand. The number can be fixed to the boundary wall, entrance gate or on the sidewalk. If placed on the sidewalk, put it as close as possible to the boundary wall. The type of lettering can be according to the owner's choice if it is neat and clearly visible keeping in mind the paragraphs below.
- 3.4.1.2. Residents and/or owners, who like to name their properties, may do so, by attaching lettering and or plaques to the perimeter wall directly adjacent to the main gate or entrance to the stand.
- 3.4.1.3. No show-boards, for example "For Sale" and/or "To Let" boards may be erected inside the Estate, except in cases of forced sales (sequestrations and liquidations).
- 3.4.1.4. All show-boards, "For Sale" and/or "To Let boards" can be placed at the entrance from the main road.
- 3.4.1.5. The allowed business hours for Estate Agents are from 10 am till 5 pm, Monday to Sunday.

3.4.2. Levies

- 3.4.2.1. All levies are due and payable in advance on the first day of each calendar month. Interest will be raised on all accounts in arrear at an interest rate determined by the Board of Directors from time to time.
- 3.4.2.2. The Managing Agent will hand levy accounts that are outstanding for 30 days and longer over to an attorney for collection and all costs incurred will be recovered from the applicable member.
- 3.4.2.3. The administration of the Estate is solely the responsibility of the elected Board. They may decide to delegate certain or all of the managerial powers to the Managing Agent or Estate Manager. The appointed Managing Agent will collect levies on behalf of the HOA.
- 3.4.2.4. Owners shall take notice of the levy policy as prescribed from time to time by the Board.
- 3.4.2.5. Levy accounts must be settled in full at all times.
- 3.4.2.6. No registered residential building project or other project will be allowed if the levy account is not settled in full.
- 3.4.2.7. Should a residential stand contain multiple dwellings thereon, the registered owner of the residential stand shall be liable to contribute a levy in respect of each dwelling the moment with the registration of each unit; the Managing Agent will send an account monthly for payment.
- 3.4.2.8. Your household waste bin service is included in the levy.

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3.4.3. Fines

Message from the Board "it is our hope, it will never be necessary to issue any fines"

- 3.4.3.1. For the enforcement of any Rules made by the **Board** or the **Company**, the **Board** shall be entitled to:
 - 3.4.3.1.1. Implement a system of fines and penalties from time to time in order to deter any contravention of these Rules and to ensure the due enforcement of these Rules.
 - 3.4.3.1.2. Any penalties imposed by the Board are subject to adjustment and/or ratification by members in General Meeting.
- 3.4.3.2. In the event of contravention of any of these Rules, the following procedure will be followed and implemented by the Board/Managing Agent:
 - 3.4.3.2.1. A letter of demand incorporating a penalty will be sent to the member, specifying the nature of the breach and demanding him/her to remedy the breach where applicable, within a period stipulated in terms of the letter of demand and which demand period shall be reasonable depending on the nature and/or urgency of the matter concerned;
 - 3.4.3.2.2. Should the member fail to adhere to the demand letter and to remedy the breach and/or to pay the fine or penalty then, unless written objection is received by the owner within 10 (ten) days from demand, concerning the alleged contravention, the prescribed penalty as per the rules, shall be implemented and levied against the member's levy account and shall be enforceable, as if such penalty or fine constitutes a normal levy;
 - 3.4.3.2.3. If the transgression is disputed and upon receipt of any written objection ("*the objection notice*") from the Member, a Committee of 3 (three) Directors appointed by the Chairman for this purpose, shall convene a meeting with the Member within a period of 10 (ten) days, or as soon as reasonably possible after receipt of the objection notice, to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure, as the Chairman of the Committee shall direct; provided that the Rules of natural justice shall be observed and at which meeting the Member shall be entitled to address his objection and to call witnesses.
 - 3.4.3.2.4. The decision of the Board shall be final unless objected to in writing within 10 (ten) days from notification of their decision;
 - 3.4.3.2.5. Should the Member refuse to accept the decision of the Committee on any matter, such dispute shall then be referred to mediation and/or arbitration in terms of the Act;
 - 3.4.3.2.6. Any fine imposed upon any Member will be deemed to be a debt due by the Member to the Company and shall be recoverable by ordinary civil process.

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- 3.4.3.2.7. In the event of any breach of the Rules by a Member's lessee, occupant, visitor, employee, contractor, guest, member of his family or of his lessee or occupant, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the rights of the Company to take or cause to be taken, such action against the person actually committing the breach, as the Board in their discretion may deem fit.

4. INDEMNITY

- 4.1. Members acknowledge that they are conversant with the rules and confirm themselves and all who occupy through them, to be bound to the rules.
- 4.2. Each member undertakes to abide by the rules and will ensure that all who occupy and/or use and/or traverse a member's property, public spaces, open spaces and/or any other property forming part of Roodepark Eco Estate, including for these purposes' public and private roads, (collectively hereinafter referred to as the "Estate Property" will abide by the rules.
- 4.3. For sake of clarity such occupants include, but are not limited to members, and member's family members, visitors, guests, tenants, workers, employees, contractors and invitees.
- 4.4. It is incumbent upon a member to timorously inform all such occupants of and to enforce such rules of the Association as may be relevant in certain circumstances against such occupants.
- 4.5. Members are aware that these rules hold inherent risks and hazards where if any occupant does not comply with these rules and/or using and/or occupying and/or traversing, even if in compliance with the rules, any Estate Property, pathways, walking and/or running trails and public roads.
- 4.6. Use of Estate Property is entirely at own risk. The risks include, but are not limited to the use of vehicles on Estate Property.
- 4.7. Each member assumes the risks and hazards for any injuries and/or damages and/or prosecution that such member and/or other occupants who occupy Estate Property through such member, may sustain in connection with the use and/or occupancy and/or traversing of any Estate Property and hereby waives and abandons any and all claims of whatever nature that may arise from the use and/or occupancy and/or traversing of any Estate Property against the Association, its Board, employees, contractors, agents, successors, assigns and affiliated organizations, when acting on behalf of the Association, whether such claims arise from the default, negligence or any other act or omission on the part of the aforesaid person/s, hereby releasing and forever discharging the Association, its Board, employees, contractors, agents, successors, assigns and affiliated organizations, when acting on behalf of the Association, from any claims, damages, actions, suits, or judgements resulting from the aforesaid causes and that may result in any injury or damage being suffered by a member and all other occupants who occupy Estate Property through such member.
- 4.8. Each member thereby fully indemnifies and holds harmless the Association, its Board, employees, contractors, agents, successors, assigns and affiliated organizations when acting on behalf of the Association, from any damages, injuries or death so sustained by a member and all other occupants who occupy Estate Property through such member, sustained in the use and/or occupancy and/or traversing of any Estate Property, however arising (and be they based on contract, delict or *ex variis causarum figures iuris*), and/or be they criminal or civil, and/or be they for loss, damages, compensation, consequential damages or the like.

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- 4.9. Save where legislation dictates otherwise, if for any reason in law the above indemnity is ineffectual, voidable – this paragraph will pertain to a severable and separate agreement – and any successful claim from the causes aforementioned against the Association its Board, employees, contractors, agents, successors, assigns and affiliated organizations, when acting on behalf of the Association, will by agreement be limited to direct loss, excluding indirect and incidental loss, loss of profit, special damages, consequential loss, loss of use and punitive damages.
- 4.10. Notwithstanding the above, the Association shall, within its sole discretion and in consideration of its public liability insurance, and in conjunction with the insurers, consider any claim that may arise on its specific merits, without prejudice to any of the Association's rights.
- 4.11. A member shall pay any damages caused the Association arising as a result of such member's, or any occupant's, who occupies Estate Property through such member, non-compliance with the rules and or use or abuse of any Association Property, whether movable or immovable.

5. DISCLAIMER

- 5.1. Any person wishing to enter the Roodepark Eco Estate and/or make use of the Public Open Spaces or Common Facilities in the Roodepark Eco Estate does so at his own risk.
- 5.2. The Estate and its members, agents, employees and appointees, shall not be liable for any injury, loss or damage sustained by any owner, resident, or any other 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 and appointees of the Roodepark Eco Estate.
- 5.3. Without in any manner derogating from the above, all entrants to the Estate make use of the streets thereon, whether Public or private, at his own risk.
- 5.4. Whilst every effort is made to secure and monitor the Estate, the Roodepark Eco Estate and registered owners, all their agents, employees or appointees shall not be deemed to have warranted the safety of any owner, resident or other persons or property (whether moveable or immovable) on the Estate.

