

# **CODE OF CONDUCT FOR BUFFELSPORT ECO PARK**

## **1. INTRODUCTION**

- 1.1. The most effective of all codes of conduct is the time-worn phrase: "do as you would have others do unto you". If everybody living at Buffelspoort Eco Park will show the same due care and consideration for their fellow residents which they themselves expect then there will be no need for the application of the rules or the issuing of warnings or fines.
- 1.2. Harmonious community living can only be achieved when residents use and enjoy both their own properties and the common area in a manner which respects and considers the rights of everybody else lawfully on the estate. Compliance with this Code of Conduct and general consideration by residents for each other will greatly assist in assuring a satisfied community.
- 1.3. The rules contained in the code of Conduct, are legally binding on all members/residents and in fact everybody on the estate in terms of this Constitution. Each member is responsible for ensuring that all persons residing on his/her erf and his/her guests, employees, contractors and agents comply with this Code of Conduct and shall personally be responsible for the actions or omissions of such persons.
- 1.4. In the event of annoyances, disputes or complaints arising for any reason, the involved parties should endeavour to settle the matter between themselves amicably, exercising understanding, tolerance and consideration. In instances occurring where problems cannot be resolved, the matter should be referred to the manager for arbitration and settlement.
- 1.5. The Directors (Trustees) may alter, change, amend or add to the House Rules as and when deemed necessary to ensure the happy and orderly co-existence of owners and/or residents. In respect of the interpretation of these rules, the decision of the manager/trustee is final and binding.

## **2. GENERAL**

- 2.1. Members/residents must acquaint themselves with the Constitution, the Buffelspoort Eco Park Architectural Guidelines and this Code of Conduct. Ignorance of such shall not constitute a reason for non-compliance.

In particular neither the **BEPHOA**, the trustees, the manager or the developer nor any of their employees, servants or agents shall be responsible or liable in any way for any loss or damage to any building person or property anywhere on the estate howsoever and by whomsoever caused, and whether by any act or omission of any of the foregoing, and all members/residents on the estate hereby waive any claims which at any time might arise in consequence of any act or omission aforementioned.

- 2.2. members must ensure that all persons granted rights of occupancy of their erven are acquainted with and comply with this Code of Conduct.
- 2.3. No business or trade may be conducted on any erf within the estate without the prior written consent of the trustees. The grant or withdrawal of such consent and the conditions attaching thereto shall be entirely at the discretion of the trustees. This restriction does not apply to the developer and/or its agent(s) in respect of activities relating to the sale and development of erven.
- 2.4. No sign, notice, board or advertisement of any kind whatsoever may be placed on the common area or on or in the vicinity of any erf within the estate with the exception of the standard building contractor's signboard details of which are to be obtained from the manager. This restriction does not apply to the developer and/or its agent(s) in respect of activities relating to the sale and development of erven or to the Association as such.
- 2.5. No firearm, pellet gun, catapult, bow and arrow or any other weapon may be used on or in the vicinity of the estate.
- 2.6. Littering of any kind in the common area, including the disposal of cigarette stubs, is strictly forbidden.
- 2.7. No fires of any kind are permitted anywhere on the estate except at an indoor fireplace or outside braai area.
- 2.8. No invasive alien vegetation is permitted anywhere on the estate. Where a member/resident fails to remove such vegetation the Association will be entitled to remove it at the cost of the member concerned, and the employees or agents of the Association will have free and unrestricted access to the erf concerned for this purpose.

- 2.9. All members/residents must maintain their erven (main dwelling, garages, outbuildings, boundary walls, site walls and gardens) in good condition and in a neat and tidy state at all times.
- 2.10. No fireworks of any description may be used anywhere on the estate without the prior written consent from the manager which he may decline in his absolute discretion.
- 2.11. No burglar alarm may be operated on the estate unless it is linked to an armed response service which has the ability to disarm it.
- 2.12. No domestic refuse, garden refuse or refuse containers may be left outside for collection other than on the scheduled day(s) for collection.
- 2.13. All damage caused within the estate by a vehicle effecting a delivery or transporting persons/equipment to or from an erf shall be the responsibility of the member/resident concerned.
- 2.14. No habitation of any mobile home, caravan or boat on the estate will be permitted except in closed garages.

### 3. **MOTOR VEHICLE REGULATIONS**

- 3.1. The speed limit on the estate is 40 kph. This speed limit must be complied with at all times.  
**All road signs must be obeyed.**
- 3.2. Any contractor, visitor, employee or agent of any member/resident who, in the sole opinion of the manager, habitually contravenes any of the provisions of this Code of Conduct may be banned from the estate.
- 3.3. The use of vehicles, including motorcycles, which create excessive noise will not be permitted. The use of motor cycles or any other vehicles with noisy exhaust systems, save for the entering, or exiting from, the Estate, is prohibited.
- 3.4. All vehicles must keep to the designated roads and drivers thereof shall observe all the road signs within the estate. Engine-powered vehicles are **not allowed** to drive anywhere except on the roads. Parks and pavements are expressly off limits.

- 3.5. No vehicles shall be driven in any manner which creates a nuisance or is considered by the trustees or the manager to be unsafe.
- 3.6. No vehicle may be habitually parked in any part of the common area except in such places as are specifically approved and designated for that purpose and then only in such a way that the flow of traffic to and from erven and garages is not obstructed.
- 3.7. No commercial vehicle or truck (except for the purpose of effecting deliveries), caravan, trailer or boat may be parked in the common area at any time.
- 3.8. No vehicle may be parked on or in the vicinity of any entrance to an erf so that it protrudes over or onto the road reserve of the common area.
- 3.9. Garage doors should generally be kept closed unless occasional regular access to a garage is required.
- 3.10. Any vehicle parked or abandoned in the common area for a period exceeding fourteen days maybe removed or towed away at the risk and expense of the owner, unless prior written permission has been obtained from the manager.
- 3.11. No motorized vehicle of any description may be used in the estate unless the driver/rider thereof is in possession of a valid driver's license for the vehicle concerned.
- 3.12. No motorized vehicle of any description not requiring the driver/rider thereof to be in possession of a valid driver's license may be used in the estate.
- 3.13. Parents are responsible for ensuring that their children do not play in the roads.
- 3.14. Residents should report the registration number of any vehicle that they consider contravenes the North West Province Road Ordinance and **BEPHOA** rules and regulations, i.e. speeding, not obeying road signs and any other contravention to the Estate Manager.

#### 4. CONTROL OF PETS

Dogs and cats are strictly prohibited in the estate to protect the fauna in the estate.

#### 5. COMMON AREA

Numerous open areas have been provided within the Eco Park to enhance the residents lifestyle.

All owners and their visitors should leave parks as clean or cleaner than they found them. Picnics are encouraged only in designated areas, and the lighting of fires or braais is restricted to the areas specifically allocated.

- 5.1. No member/resident, visitor, employee, contractor or agent may collect or remove anything from the common area including but not limited to wood, stones, flora or fauna. In particular no person may pick up or uproot any indigenous plant, or approach, disturb or kill any animal or bird.
- 5.2. Walkers are requested to keep to the footpaths so far as possible.
- 5.3. No member/resident shall dam or alter the flow of any watercourse, spring or stream within the common area, or on any erf such as would result in a nuisance or in loss or damage to any other erf or to the common area.
- 5.4. No plants, shrubs or trees may be removed and the trapping of birds and other animals is not permitted.
- 5.5. No bathing or fishing in the dams in the estate is allowed.
- 5.6. Playground equipment where provided is to be treated respectfully and confined to children under the age of 12 years. Notices regarding this as well as park rules and regulations are prominently displayed.
- 5.7. The Developers have constructed various internal parks with walkways leading to the Eco Park. Owners, visitors and their employees are to ensure that all rules relating to the use of the park and recreation areas, those pertaining to pets are adhere to when walking through the parks into the main Eco Park.
- 5.8. No dumping from existing homes will be allowed onto the parks under any circumstances.
- 5.9. Residents and visitors are to immediately report to the Estate Manager and/or the Security Manager or any of the Directors, where residents, their visitors, employees, or contractors or their workmen are seen tampering with the flora and fauna in the Eco Park and internal parks.

- 5.10. Where persons are caught interfering with the flora and fauna by **BEPHOA** the owner of the stand concerned will be responsible to pay a fine of R1 000.00 for a first offence, and R2 000.00 for future offences, which amounts will form part and parcel of the levy and will become due and payable with the levy, irrespective of whether such offence was carried out by themselves, their children, other members of their family, their domestic employees or any other employees, their visitors, or their contractor/s employees.
- 5.11. All owners, their families, employees, contractors, tenants and visitors must adhere to the environmental management program as issued by the developer initially, and amended from time to time by the Trustees / management agents.
- 5.12. Owners are encouraged to ensure that their builders create screening between the stands, roads and the parks when constructing the dwellings, any renovations or extensions. The builders will be responsible for cleaning up paper and other rubbish that finds its way into the park, roads or adjoining stands.

## 6. **ACCESS CONTROL**

- 6.1. Members/residents may be required to display a "Buffelspoort Eco Park" disk on their vehicles at all times if provided and as changed from time to time.
- 6.2. Members/residents may be required to purchase and to use their own remote control/transmitters for the entry boom(s).
- 6.3. Communication from each erf to the gatehouse will be by telephone. Members/residents may be required to install a dedicated facility/service to support this function, at their own costs.
- 6.4. The following procedures (or any others from time to time imposed by the manager or trustees) must be observed by all members/residents in regard to access to the estate.
- 6.4.1. if they are expecting visitors they must inform the guard prior to the expected time of arrival so that the guard may allow entry to these persons on arrival;
- 6.4.2. they may authorize access to a visitor on receipt of a telephone call from the guard, but if the resident is not available to answer the call the visitor at the gatehouse will not be permitted entry.

- 6.5. Contractors, workmen, employees and anybody who visit the estate in the course of their work will be supplied by the guard with a permit which must be displayed on their person at all times when they are in the estate. Failure to display this permit may result in the culprit being banned from the estate.
- 6.6. Members/residents may have their access cards temporarily invalidated if their levy and/or all other amounts owing to the Association are in arrears. Members/residents will have to sign in as visitors until such amounts owing are brought up to date.

## 7. **TENNIS AND SQUASH COURT**

- 7.1. Bookings for and access to the tennis court will be based on timesheets kept at the club house.
- 7.2. Recognized tennis shoes and an acceptable standard of dress must be worn on the courts by all players.
- 7.3. The courts and equipment must be left in perfect order by players when they leave.
- 7.4. The courts is primarily for the use of members/residents but guest may be permitted from time to time and the members/residents concerned shall be responsible for the behaviour of the guests.
- 7.5. Parents of any children found on the tennis court rollerblading, roller skating, cycling, etc. will be subject to a fine not exceeding R500. Such fines, in terms of the Articles of Association, will be debited to the levy account. This figure is subject to change from time to time.
- 7.6. The use of the tennis Court is at the own risk of the person concerned and no liability shall attach to the Association, the trustees, the manager or the developer or their agents or employees for any death or injury or loss or damage of whatsoever nature suffered by anyone making use of the tennis court.

## 8. **NUISANCE, DISTURBANCE, NOISE AND LIGHT POLLUTION**

- 8.1. Members/residents and their guests may not engage in any activity, occupation or hobby that causes or is likely to cause a nuisance or disturbance to any other resident.

- 8.2. No member/resident or their employees or contractors shall be permitted to use any noisy machinery including but not limited to lawnmowers, chainsaws, lathes and woodworking machinery after 16h00 on Saturday, or before 09h00 or after 12h00 on Sundays or public holidays; and on all other days not before 10h00 or after 20h00.
- 8.3. No exterior speakers are permitted and the level of any music played shall be limited so as to not to cause or be likely to cause a nuisance or disturbance to any other resident.
- 8.4. No outside lights which shine directly into a neighbouring erf or are otherwise intrusive or reasonably likely to be intrusive to any other resident shall be permitted.

## 9. **LETTING**

- 9.1. Members are permitted to let their houses provided that the member ensures that the tenant is acquainted with this Code of Conduct and the Constitution and procures that the tenant confirms to the manager in writing, prior to occupation, that everybody residing on the erf and all his/her guests, employees, contractors and agents shall comply with the provisions thereof for the duration of his/her tenancy.
- 9.2. Notwithstanding the provisions of clause 10.1 members shall not let their properties for use as a commune.
- 9.3. Should a tenant breach the provisions of clause 10.1 the trustees or manager may deny the member concerned the right to continue to let his/her house, and may take such action as they deem necessary or expedient at the cost of the member concerned to eject the tenant and all those claiming through or under the tenant from the property concerned.

## 10. **NON-COMPLIANCE**

- 10.1. For the enforcement of the provisions of this Code of Conduct or the provisions of the Constitution generally the trustees or the manager may:
  - 10.1.1. give notice to the member/resident concerned to remedy any breach within such period as they may determine;

- 10.1.2. take or cause to be taken such action as they deem fit to remedy the breach of which the member/resident concerned may be guilty and debit the cost thereof, which shall be a debt due to the Association, to his/her levy account, and which shall be payable as part of his/her levy on the first day of the following month, and
  - 10.1.3. impose a fine in an amount determined by the trustees or the manager in their sole discretion on the member/resident concerned, which amount shall be a debt due to the Association, shall be debited to his/her levy account and shall be payable as part of his/her levy on the first day of the following month.
- 10.2. Should the trustees or manager institute legal proceedings against any member/resident for the enforcement of any of the rights of the Association, the Association shall be entitled to recover all legal costs so incurred from the member/resident concerned, calculated as between attorney and client, including tracing fees and collection commission. Interest shall be debited on all overdue accounts at prime plus 4% per annum.
- 10.3. In the event of any breach of this Code of conduct or of any of the provisions of the Constitution by any person residing on a member's erf or his guest, employees, contractors or agents, such breach shall be deemed to have been committed by the member himself; but without prejudice to the foregoing, the trustees or manager may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, in addition to any action which might be taken against the member concerned.
- 10.4. Complaints, relating to the behaviour of another resident are to be lodged with the manager in writing, provided that the complainant has first attempted to settle the matter amicably with the other party. In the case of a serious contravention of the constitution, the Building and Landscaping guidelines or this Code of conduct, the manager may be approached without prior attempts as settlement between the parties.

## 11. **ENVIRONMENTAL AND AESTHETIC APPEARANCE**

The collective pride we have in our Eco Park depends to a considerable extent on the contribution made by every owner in creating and maintaining a pleasing appearance of their property and thereby to the Eco Park as a whole.

- 11.1. Every owner has a responsibility to the community to maintain the pavement area between the road kerb and the boundary of his property, which includes watering of any lawn, trees, plants and shrubs planted by **BEPHOA** on the pavement area.
  - 11.1.1. Save for the Developer of various phases from time to time, R50.00 per month will be debited to levy accounts of all vacant stand owners in order to maintain grass verges unless the owner undertakes, in writing, to attend to this matter. **BEPHOA** reserves the right to amend the amount from time to time.
  - 11.1.2. Should an owner renege in his undertakings in terms of 11.1.1 **BEPHOA** shall debit his levy account in terms of 11.1.1 in spite of his undertakings.
- 11.2. No trees, plants or pavement lawn may be removed without the permission of **BEPHOA**, and if the pavement lawn, trees and/or plants are damaged in anyway including as a result of building activity it is the owner's responsibility to re-instate the lawn area to the satisfaction of **BEPHOA** will re-instate any damages at the owners expense, the cost of such re-instatement will form part of the levy payable during the month of such re-instatement. The same rule as above applies to all parks and common property areas.
- 11.3. Planting by owners on the pavement areas should not interfere with pedestrian passers-by or obscure the vision of motorists. Only indigenous trees are allowed to be planted on the property.
- 11.4. Building materials, rubble or other refuse must not be dumped on pavement areas, vacant stands or public areas under any circumstances. Builders will be required to screen the building site from individual properties and the street with screening to be determined by **BEPHOA**.
- 11.5. The house, garden walls and outbuildings, must be maintained and painted to the satisfaction of **BEPHOA**.
- 11.6. In the event of the above requirements not receiving satisfactory treatment or attention, **BEPHOA**, after having given the owner written notice thereof, reserves the right to undertake the necessary work at the owner's expense, and such costs will form part of the levy in the month of debiting.

- 11.7. Owners must ensure that declared noxious flora are not planted or allowed to grow in their gardens or on pavement areas.
- 11.8. A particular appeal is made to owners and others to leave any public areas they may visit in as clean a condition as was found and to develop the habit of picking up and disposing of any litter encountered in the waste bins provided.
- 11.9. Fauna of any nature may not be chased or trapped in any area, be it by people or animals. Flora may not be damaged or removed from any public area.
- 11.10. Save for the township developer from time to time, vacant stands must be kept clean on a regular basis to the satisfaction of **BEPHOA** and if not so cleaned or cleared, **BEPHOA** reserves the right to have the stand cleaned at the owner's expense without notice, which costs will form part of the levy in the month it is debited. **BEPHOA** will make separate arrangements with the township developer from time to time.
- 11.11. Veld grass is to be cut down by owners of vacant stands in January, April and October of each year, failing which **BEPHOA** reserves the right to cut the veld grass in February, May and November respectively without giving written notice, the cost being for the owners account and form part of the levy. This is a Municipal by-law and should be carried out three times a year. Fire break inspections are carried out in May of each year. Should veld grass on vacant stands not be cut to **BEPHOA'S** satisfaction, the council will serve notices, attend to the necessary work and debit your account accordingly, alternatively **BEPHOA** reserves the right to do this and debit your levy account.
- 11.12. It must be clearly noted that the use of open space areas, dams, parks, playground equipment and other Eco Park facilities is made entirely at the owners, residents, visitors or others own risk, with **BEPHOA** disclaiming any responsibility.
- 11.13. Residents are urged to report to the Eco Parks Office any incidents of builders or others littering or dumping rubbish/rubble where not permitted and/or on vacant stands.
- 11.14. To maintain the park-like appearance of the Estate no fences may be erected on the boundaries of erven.
- 11.15. Only grass species approved by the **BEPHOA** may be planted on the property. The list of approved species will be available from **BEPHOA**.

- 11.16. To enhance the natural character of the estate no flowerbeds will be allowed on the property, however large flower bowls may be used with the approval of **BEPHOA**.
- 11.17. Only 50% (FIFTY PER CENT) of the stand may be planted with grass or paved after the dwelling on the stand has been built; the remainder of the property may not be developed.
- 11.18. No firewood is to be cut or collected anywhere in the estate.
- 11.19. Owners/residents shall at all times ensure that any object could, in the opinion of the Trustees, be considered unsightly or to the detriment of the appearance of the Estate is not visible from the street; from common areas or from other areas. Objects which should be screened from view include washing lines, exposed plumbing, swimming pools and swimming pool pumps.

## 12. **CLUBHOUSE AND TENNIS COURT**

The clubhouse, its facilities, when built is for the use of Buffelspoort Eco Park owners owners/residents.

### **CLUBHOUSE**

#### **BOOKING AND CHARGES**

12.1. Owners/residents desiring to hire this venue for functions, should book well in advance by telephoning the manager.

12.2. Hire fees are as follows:

Morning session	09:00 to 13:00	R250-00
Afternoon session	13:30 to 17:30	R250-00
Evening session	18:00 to 22:00	R400-00

**BEPHOA** reserves the right to amend these fees from time to time. A R600.00 **DEPOSIT** must be lodged with payment when booking. The owner's levy account will be debited with any excess should the cost of repairing any breakages or damages exceed the deposit.

12.3. It is the hirer's responsibility to clean the Clubhouse after use, failing which **BEPHOA** will clean and deduct the cost thereof from the deposit held. If for any reason the Clubhouse is not in a clean condition when taking possession please report this to security when they open the Clubhouse for your function.

12.4. The deposit will only be refunded after the function and on inspection of the clubhouse to ascertain that it has been cleaned by the hirer and that there are no breakages or damages of whatsoever nature. Refuse bins are provided at the clubhouse.

12.5. Should you have a party with music, please be considerate to residents in the nearby vicinity. Kindly note that loud music will only be permitted until 22:00. If- **BEPHOA** should receive any complaints from residents during permitted hours, security has been instructed to inform the hirer and request that the volume be reduced.

### 13. **SOCIAL & MARKETING**

One of the objectives **BEPHOA** is to create a community spirit that is conducive to family life. Functions may be arranged from time to time to engender this.

Children's functions such as Easter, Halloween and a Christmas Party may be arranged annually. In addition, other functions for adults and children may be organized at which a nominal fee is levied to cover costs. It is not intended to organize functions for profit-making purposes.

Should residents wish to assist in organizing function they would be most welcome and should contact the relevant director or the manager.

### 14. **SECURITY**

Security is of paramount importance in the lives of residents, whether it be for us personally or for their possessions. Hence the Association goes to great lengths to ensure maximum possible protection on the Eco Park. Every time security protocol is not followed and regulations broken, it makes it easier for criminals and others to do the same. It is acknowledged that the entire property is not or may not be fenced until the last phase of the development. The owner will have no recourse to either the developer or the **BEPHOA**, and shall take the necessary precautions to ensure the security of his/her home.

- 14.1. Security personnel have a difficult and unenviable task. Everyone's support and co-operation is expected. Rather than being obstructed in their prescribed duties or abused, residents should display a positive and supportive attitude towards the security staff whose loyalty and attitude toward the people they are employed to protect will in turn be enhanced.
- 14.2. The Gatehouses will be manned 24 hours per day and the Eco Park will be constantly patrolled by security guards.
- 14.3. Access cards for owners must be purchased from **BEPHOA**. An application form obtainable at the Gatehouse is to be completed and cards will be issued after the required payment received. Strict control over the cards must be maintained to prevent their misuse and under no circumstances should cards be issued to casual visitors. It is the responsibility of residents to ensure that all lost cards are reported immediately. Access cards are not transferable unless under special circumstances and only once written request and permission is granted.
- 14.4. Should your levies be in arrears, the **BEPHOA** reserves the right to immediately bar all access cards in your possession without notice until levies are paid up.
- 14.5. Every owner must also request visitors to adhere to the security protocol and treat security personnel in a co-operative and courteous manner.
- 14.6. Every owner must also ensure that contractors and others in his casual employ, adhere specifically to the security stipulations contained in the Builders Code of Conduct and the Community Participation Manual. Contractors, domestics or visitors not adhering to the security regulations will be denied access to the Eco Park.
- 14.7. All or any attempted burglaries, any boundary wall or fence climbing, indeed any act of a suspicious nature, must be reported immediately to the Eco Park Manager during office hours, Security Supervisor or the Security Director.
- 14.8. Residents are strongly discouraged from employing unknown casuals, gardeners and/or other categories of casual workers in the Eco Park. It is a known fact that many of these people are illegal immigrants or have criminal records and prejudice the safety of our properties. The site security management team should be approached to assist in having persons screened prior to their employment.

- 14.9. The Security Supervisor should be advised in advance whenever possible of the pending arrival of visitors to a particular owner/resident, including vehicle registration numbers if known, especially if a function is to be held.
- 14.10. All owners/residents must advise the Eco Park Manager in writing of their home telephone number to enable security to make contact by the automatic computerized telephone intercom system. If there are any additional changes it is incumbent on the owner/resident to advise the Eco Park Manager in writing by obtaining and the completion of our standard up-date form.
- 14.11. In the event of owners/residents not being connected to this system, or no contact can be made, visitors will of necessity have to be declined entrance to the Eco Park, unless prior instructions have been given to Gatehouse Security personnel.
- 14.12. Every property must have the correct stand number displayed so as to be visible from the road by day and night. This is a strict requirement by the town council who can and will enforce same. Also, it facilitates the speed with which security reaction staff responds to alarm calls.
- 14.13. **BEPHOA** Directors strongly recommend that all owners as a further security measure install an alarm system and/or panic button as soon as possible after completion or taking occupation of their homes, which system should be compatible with the electronics of the overall Eco Park system to be installed and linked thereto. Alarm transmitter information can be obtained from the Eco Park Office. The onus is entirely on the owner should any break in or attempted break in occur.
- 14.14. Security is an attitude. Please be aware that you need to apply and enforce security regulations for it to operate satisfactorily. Again do not hesitate to report any suspicious persons or activity to the Security Staff. Although residing in the eco park is, relatively speaking, more secure than suburbs without our security infrastructure, we should not offset this advantage by being lax about security measures as they effect our homes and living environment.
- 14.15. Contractors, sub-contractors, workers, domestic, gardeners and others must enter through the gatehouse in accordance with the designated security provisions in force at the times of entry.

15. **ADMINISTRATION**

15.1. Levies become due from the date of transfer of the property or stand, and are payable **monthly in advance on the first day of each and every month.**

15.2. Clearance certificates, issued by **BEPHOA**, will not be issued in order to effect a transfer until such time as the seller's levies including all monies and interest owing, together with three months advance levies are fully paid up. Purchasers of homes/properties in Close Corporations should exercise caution in taking transfer of members interests as any arrears levies will become the responsibility of the new member/s and the under mentioned rules and regulations will then apply to the new owner/s.

15.3. Interest will be charged on all accounts in arrears at prime plus 4% (FOUR PER CENT).

16. **LETTING AND RESELLING PROPERTY**

16.1. Should an owner wish to sell or lease his property, only an accredited estate agent may be selected to procure the sale or lease. The owner is obliged to ensure that the agent is in possession of a copy of these rules and that the purchaser or lessee is furnished with a copy thereof and binds himself in writing to subject himself to these rules as from the date of occupancy or ownership, whichever is the earlier.

16.2. The accredited agent must also ensure that the purchaser/lessee is informed about and receives a copy of these rules, the Architectural Guidelines, the Estate Rules Code of Conduct and any other administrative regulations applicable at the time. Agents may only visit the township by appointment with an owner and must personally accompany a prospective purchaser or lessee and are not allowed to erect any "for sale" or "to let" or "sold" signage boards.

16.2.1. Any approval granted to the seller (in the case of a resale) or lessor, prior to the time of sale or lease, must be communicated to the buyer or Lessee at the time of purchase or lease. Failing this, the buyer or Lessee will have recourse against the seller or lessor.

16.3. A clearance certificate must be obtained from the **BEPHOA** at a cost determined by the Association (which amount may be adjusted annually at the discretion of the Association) prior to any transfer and prior to occupancy by any lessee. The Association may withhold the

certificate until all amounts due to it in respect of the property have been paid and until it has been furnished with a written acknowledgement by the purchaser or tenant that he has received and read and binds himself to these rules.

16.4. The seller or lessor of a property in the estate shall ensure that the sale/lease agreement contains the under mentioned clauses and the Association is entitled to withhold the clearance certificate until adequate written evidence is given to it that the said agreements contain the said clauses.

16.4.1. **Sale Agreements to contain the following:**

16.4.1.1 **Homeowners' Association**

The purchaser acknowledges that upon registration of the property into his name, he automatically becomes a member of The Homeowners' Association and hereby subjects himself to the provisions of the Memorandum and Articles of Association (Act 21) or Constitution such association and to the rules of the Association.

The rules become applicable to the owner on the earlier of the date of occupation of the property by the owner or the date of transfer of the property to the owner.

16.4.1.2 **Lease Agreements to contain the following:**

"Lessees of properties in the township and their family, visitors and servants become bound to the Estate Rules on occupation of the property and shall adhere to these rules."

- The lessee acknowledges upon occupation of his premises, he and his family, his visitors and servants shall adhere to the rules and regulations as contained in this document.
- Agents may only operate on a "by appointment" basis, and must personally accompany a prospective buyer or Lessee and are not allowed to erect any "for sale" or "to let" signage boards.

- The Lessor must personally ensure that the lessee receives a copy of the house Rules, and any other administrative regulations applicable at the time and bind his Lessee to the rules and regulations in the lease.

**NOTE: Accreditation of Estate Agents**

- An Estate Agent is accredit after signing an agreement with the **BEPHOA**. Such agent will abide by the stipulated procedures applicable to the sale and/or a lease of the property in the Estate, and after having been inducted with respect to the concepts, rules and conditions under which a buyer and/or Lessee purchases and/or leases the property in Rustenburg.
- Accreditation of Estate Agents may be reviewed by the **BEPHOA** from time to time.
- The accreditation policy for estate agents may be reviewed by the **BEPHOA** from time to time.

*Ref: Buffelspoort Code of Conduct 26.2*