Caledon Estate
Lee Barns Boulevard Ballito

PO Box 55
Zimbali 4418

CALEDON ESTATE WECLOME PACK

Estate Manager Cell: 067 126 8695
Email: manager@caledonestate.co.za
Managing Agent: info@inspiredmanagement.co.za
Caledon Trustees: trustees@caledonestate.co.za

11th March 2026 – Version 5.0

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LETTER OF ACKNOWLEDGEMENT

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I / We .....

Address: .....

Tel No: ..... Email address: .....

I/We acknowledge that I/we have read and understand the Home Owners Association Conduct Rules and have received a copy of the following and have signed them:

- ☐ Letter of Acknowledgement
- ☐ Bogmore Home Owners Association Conduct Rules
- ☐ Bogmore Home Owners Association Constitution
- ☐ Bogmore Home Owners Association Architectural and Building Code
- ☐ Access Control and Security Census
- ☐ Pet Application

Signed at on this ..... day of ..... 20 .....

Name ..... Signature .....

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BOGMORE HOMEOWNERS ASSOCIATION
CONDUCT RULES

BOGMORE HOMEOWNERS ASSOCIATION
CONDUCT RULES

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BOGMORE HOMEOWNERS ASSOCIATION
CONDUCT RULES

1. INTRODUCTION

Community living is the concept we aspire to when we buy into a gated Estate. In order to enjoy the full privilege of a safe and secure lifestyle for ourselves and our families, we need to co-exist and be considerate to our neighbours by respectfully adhering to the Conduct rules as governed by the HOA and the constitution. These rules which are set out below are binding on all owners of Bogmore Homeowners Association and all persons occupying any Erf who, in turn, are responsible for ensuring that members of their families and their tenants, invitees and Domestic employees comply with them.

Successful community living is achieved when members and residents use and enjoy their properties and the common areas in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the conduct rules and general consideration by owners and residents for each person lawfully on the property will greatly assist in achieving a happy community. The HOA Committee will responsibly govern by these rules and apply the content thereof in a fair and lawful manner.

In case of annoyance, aggravation or complaints occurring between owners or occupants an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties only then should they be brought to the notice of the HOA Committee in writing. The HOA Committee may require that a complaint is submitted to them in the form of an affidavit before they consider it.

In case of any conflict between the Conduct Rules and the Constitution, the Constitution shall prevail.

2. MOTOR VEHICLES, USE OF ROADS AND PARKING AREAS

2.1 Residents, their visitors and guests shall:

2.2 Observe all the Road Traffic Laws including any road signs and speed limits in the Estate.

2.3 Not drive their vehicles within the Estate in any manner which creates a nuisance or is considered by the HOA Committee not to be in the interest of safety, including texting, or use of a cell phone while driving without the use of a hands free kit.

2.4 Not allow any unlicensed person to drive any vehicle within the Estate.

2.5 Not sound hooters within the Estate other than in emergencies.

2.6 Only park vehicles in such areas of the Estate as are specifically indicated or approved by the Home Owners Association for that purpose and in such a way that the flow of traffic and access to the egress from the driveways are not obstructed.

2.7 Ensure that damaged vehicles and vehicles that are not in general use, do not drip oil or brake fluid or that vehicles which are not road worthy are not parked within the Estate other than for such short periods as may be approved by the HOA Committee, and with their prior written consent.

2.8 Not park trucks, caravans, trailers, boats or heavy vehicles within the Estate without the prior written consent of the HOA Committee.

2.9 Not wash, dismantle or effect major repairs to any vehicle on any portion of the common property.

2.10 Not undertake repairs to and reconditioning of vehicles on common property.

2.11 Not travel at speeds in excess of 20 kilometers per hour on any portion of the common property.

2.12 Not leave bicycles, motorcycles, tricycles, roller skates, skateboards and the like on any portion of the common property.

2.13 The HOA Committee may impose a fine at the risk and expense of the owner of the vehicles, any vehicle parked, and standing or abandoned within the Estate in contravention of the rules.

2.16 Vehicles entering the Estate are subject to the express conditions that they are parked at the owner's risk and responsibility, and that no liability shall attach to the Home Owners Association or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer whilst the vehicle is parked on common property.

2.15 All motor vehicles, motorbikes and quad bikes operated on the Estate roads must be road legal and licensed as per the applicable traffic legislation.

2.16 Speed limits must apply to all road users including skateboards, bicycles, scooters, electric bicycles/ scooters and motorbikes.

2.17 Bike helmets are to be worn at all times by skateboards, bicycles, scooters, electric bicycles/ scooters and motorbikes

3. LAUNDRY

3.1 Washing hung out to dry is done so at the sole risk of the owner thereof.

3.2 Washing may only be hung out to dry in the private areas attached to each home and especially assigned for that purpose and must not be visible to other residents, or from the common property.

3.3 No washing may be hung on the common property, or from a veranda, balcony, window or fence.

3.4 No drying rack may be positioned in the front garden or on a veranda at any time.

3.5 No carpets may be left to dry in the driveway or fence.

3.6 It is the responsibility of residents to ensure these restrictions are properly conveyed to all employees.

4. REFUSE DISPOSAL

A member or tenant shall:

4.1 Maintain in a hygienic and dry condition, a 240-liter green or black wheelie bin ("the bin").

4.2 Ensure that before refuse is placed in a bin it is securely wrapped, or in the case of other containers, completely drained.

4.3 For purpose of having the refuse collected, place the bin within the area and at the times designated by the HOA Committee in writing. The collection days are as follows:

Monday – Black garbage bags

Wednesday-White Garden Dolphin Coast Waste Management refuse bags

Thursday – Black garbage bags only. No garden refuse will be collected on this day.

Friday – Recycling Transparent plastic bags only to be used and not placed in a wheelie bin.

4.4 When the refuse has been collected, promptly return the bin to their property.

4.5 Ensure that household garbage or bins are not visible from the common property.

4.6 Ensure that household garbage is not handled contrary to the regulations of the Local Authority, e.g. all glass must be wrapped in a double layer of paper.

4.7 Ensure that no garbage or garden rubble is left on any portion of the common property or elsewhere where it will be visible from the common property whether in a container in or otherwise, except when left for collection on collection days. It may not be left out overnight.

4.8 Ensure that the different types of refuse are placed only in the appropriate color and type of bag and that white garden refuse bags are not placed within a bin. Garden refuse placed in black bags will not be collected. Place only 2 (two) white garden refuse bags outside a property for collection on the designated day.

4.9 Not include general garbage in the transparent recycling bags. The contents to be limited to cardboard, plastic containers, newspapers, magazines and cleaned drained tins.

5. NOISE

5.1 Residents in the Estate shall ensure that they and their visitors or guests do not make or create undue noise.

5.2 Motor hooters may not be used in the Estate except in emergencies.

5.3 Radios, musical instruments, music devices and TV sets must be used in such manner as not to be heard in adjoining homes or on common property.

5.4 Generators may only be installed with prior written consent of the HOA Committee, such consent being conditional on noise reducing measures or installation methods being employed. Stand-alone generators may not be used at all on the estate without prior written consent of the HOA Committee. Generator installations require the completion of the Generator Installation Compliance Guidelines application. Under emergency situations stand-alone generators may not be used for more than 7 days.

6. GARDENING

6.1 Residents shall maintain their garden in a neat and tidy condition.

6.2 No plant or flower may be picked from nor any damage caused to the garden areas on the common property and the natural flora and fauna shall not be destroyed, removed or damaged in any way.

6.3 Garden tools and other equipment shall not be kept in any place where they will be visible from common property or other properties.

6.4 All gardening in respect of common property areas shall only be done by person/s authorized by the HOA Committee.

6.5 Private gardens must at all times be kept neat and tidy and be landscaped to the reasonable standard determined by the HOA Committee.

6.6 Leaf blowers, regardless of type, may not be used on the Estate.

6.7 No burning of garden refuse is permitted on the Estate.

7. SWIMMING POOLS

7.1 Any owner constructing a swimming pool on their property shall comply with all local authority requirements including ensuring that it is correctly fenced.

7.2 If the communal pool is used the rules expressed on the notice in the pool area and those below will apply.

7.2.1 The pool may only be used by bona fide residents or occupiers or their visitors. A visitor must, at all times, be accompanied by the Resident whom they are visiting.

7.2.2 The pool may only be used during the hours of 07h00 and 20h00.

7.2.3 No glass may be taken into the pool enclosure area.

7.2.4 No pets may be taken into the pool enclosure area.

7.2.5 No inflatable toys may be taken into the pool.

7.2.6 No rowdy behavior is permitted in the pool or its surrounds.

7.2.7 Proper swimming attire to be worn by people using the pool.

7.2.8 No tampering with the pool equipment is permitted and anyone doing so, where the equipment is subsequently found to be damaged, will be charged with all costs for the repair/ replacement of the item.

7.2.9 No alcohol is permitted in the pool area.

8. DAMS

8.1 Dams in the Estate have certain areas of "common property" around them. Residents are required to exercise respect and not intrude on the privacy of residents whose properties front onto these dams.

8.2 The rules that apply to access and use of the dam area are clearly expressed on the notices posted on the access gates.

8.3 Fishing is permitted on a catch and release basis in any dam under the jurisdiction of the HOA, using light dam or river rods. The use of large rods and any form of net is prohibited.

8.4 Please ensure that you leave the area clean and tidy and free of any fishing tackle including fishing line and bait. The pollution of the dams is prohibited.

9. THE RIGHT TO KEEP AND CONTROL OF PETS

9.1 KwaDukuza Municipal bye-laws relating to pets must be complied with where applicable (i.e. annual licensing/ numbers/rabies inoculations etc.)

9.2 Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met:

9.3 Written permission must be obtained from the Committee. This permission will not be unreasonably withheld provided compliance with the rules is satisfied.

9.4 Application for such consent shall be made in writing to the Committee, via the Managing Agent, who shall keep a Pet Register. The application form can be obtained from the Estate Manager.

9.6 A written response will be made to the applicant informing him whether the pet(s) will be allowed or not. If permission to keep the pet(s) is declined, reasons will be provided in the written response.

9.7 Until such time that permission is granted for the pet(s) being applied for, the pet(s) are not allowed into the estate. Permission may be granted conditionally by the HOA (e.g. not until an appropriate fence is erected).

9.8 No more than a total of two pets (dogs and/or cats) are permitted per household, i.e. two dogs or two cats, or one of each. The Committee may grant temporary relief in respect of this rule based on circumstances and a written motivation. Such temporary relief shall be solely at the Committee's discretion.

9.9 All pets must be spayed or neutered.

9.10 Only small to medium sized dog breeds will be allowed. Small breeds are considered under 9 – 10 kg Medium dogs fall into the 11 – 25 kg.

9.11 Should a pet be found out of its owner's premises and the estate's security contractor picks up the pet, a fine will be raised against the responsible home owner's levy account. Should the Estate not be able to identify who the pet belongs to, the pet will be removed off the Estate & taken to the SPCA. The Committee shall not be liable for any injury to any pet thus removed or for any other loss so incurred by the owner or occupier or any other person.

9.12 Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages.

9.14 Dogs must be kept in an adequately contained area within the owner's property and, when outside the owner's property, must at all times be on a leash and under the control of a responsible person. Any dog found wandering out of its owner's property without a leash and/or without a collar and name tag will be taken to the security contractor and may be taken to the SPCA if the owner is not identified. A penalty levy will be payable by the owner. For any subsequent offences, the HOA Committee has the right to reasonably increase the penalty levy.

9.15 Fouling by pets of property belonging to the Estate, or to other owners, must be removed immediately by the responsible owner. For this purpose, owners are advised to carry a scooper or plastic bags whenever walking their pets outside their own property.

9.16 Pets must not cause a nuisance, disturbance, or annoyance to other residents. This includes, but is not limited to, persistent barking, howling, squawking, or other disruptive behaviours—particularly when unprovoked. However, natural behaviours such as dogs barking at passersby will not automatically be considered a nuisance. Dogs must be kept on a leash at all times when outside and are not permitted to roam the estate unsupervised. Cats do by nature roam freely within the Estate, and all residents are asked to respect and accommodate this instinctive behaviour. Should a resident wish to discourage a cat from entering their property, only safe methods of repelling cats from unwanted visits to individual properties, must be observed. All complaints related to pet disturbances must be submitted in writing to the Estate Manager. The HOA reserves the right to investigate such complaints and, if necessary, may request the removal of the pet from the estate if the issue persists after reasonable notice has been provided.

9.17 Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the HOA. Any costs incurred will be for the account of the home owner.

9.18 The owner of any pet found to have been responsible for injuring or threatening any humans or wild life on the Estate will be held accountable for any costs or claims arising there from, and will be obliged to remove such pet from the Estate immediately.

9.19 The HOA reserves the right to ban any breed of dog considered to be a threat or a danger to persons or wild life. At this stage PITBULLS, ROTTWEILERS, BOEREBULLS, DOBERMAN, ALSATIANS and GERMAN SHEPHERD breeds are banned (Including mixed breeds of above). Vicious animals of any kind are not allowed on the Estate.

9.20 Pets may not be left overnight unattended in a residence, and suitable arrangements of engaging a friend or house sitter must be made, alternatively the owner may make arrangements with a third party to look after their pet/s during their absence from the Estate. This third party should be easily contactable in the event of a problem with the pet/s.

9.21 Pets must be cared for appropriately. Cruelty to pets will be reported to the SPCA.

9.22 Cats, which have not been spayed or neutered, may not be kept on the property.

9.23 Properties housing pets must be fenced in compliance with the Architectural Guidelines.

9.25 Financial and other responsibility for any injury caused by a pet or any damage to personal property or any resident, guest or employee or any member of the public shall be that of the pet owner. The HOA is not liable in any way for damages or injuries caused by pets.

9.26 No rabbits may be kept on the estate.

10. DOMESTIC EMPLOYEES

All Residents shall:

10.1 Ensure that their domestic/garden employees have their Identification document registered with Estate Security & be issued with a card granting them access to the Estate.

10.2 Be responsible for the activities & conduct of all domestic employees and ensure that they do not breach any rules, national legislation or local authority by-law which may affect the Estate.

10.3 Ensure that the domestic employees do not create any undue noise on the Estate.

10.4 Ensure that domestic employees are aware of and comply with the Estates Conduct Rules and its security procedures.

11. EXTERIOR OF BUILDINGS

11.1 Alterations, additions, or decorations to the exterior of a house, including solar panels and water storage tanks may not be made without prior written consent of the HOA Committee. Solar installations require the completion of the Solar Installation Compliance Guidelines application.

11.2 Radio/ television/ DSTV aerials/ dishes may be attached to the exterior of the buildings but not above the skyline of the roof, and subject to the HOA Committee having granted written consent.

11.3 Requests for consent for any alterations or additions shall be made in writing to the HOA Committee and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, color and location of the proposed alterations, addition or decoration or installation of the radio/ television/ DSTV aerial/ dish, as the case may be.

11.4 Residents shall be obliged to maintain their property in a state of good order and repair and to take all reason able steps to keep them in a clean, hygienic, neat and attractive condition.

11.5 If a Resident fails to keep such property in a state acceptable to the HOA Committee, and such failure persists for a period of 30 days after written notice to repair or maintain given by the HOA Committee or the managing agents, the HOA Committee shall be entitled to take legal action to have the property properly maintained. All costs of such legal action will be for the account of the owner of the property.

11.6 Notwithstanding, any approval granted by the HOA Committee, no alteration, addition, or decoration to the exterior may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of the owner of the property concerned to obtain any such necessary permit or approval at their own cost.

11.7 Should any contractor, in performing any work on the Estate, cause any damage, the owner of the property where the contractor is working shall be liable to make good any damage caused in the performance of such work at their own expense.

11.8 All contractors working on the Estate shall comply with the Caledon Contractors Obligation agreement all security measures in place at the time that they work on the Estate. If they fail to comply with the security measures the HOA Committee may deny them entry to the Estate.

12. INTERIOR OF SECTIONS

12.1 Any interior alterations should be carried out between 7am and 5pm Monday to Friday and from 8am to 4pm on Saturdays and shall not cause any undue disturbance to residents of neighbouring properties.

12.2 The positioning of air-conditioning units must be approved in writing by the HOA Committee before installation thereof. Air conditioner installations require the completion of the Air Conditioner Installation Compliance Guidelines application.

12.3 Burglar guards must be installed inside the house and must be in a design approved in writing by the HOA Committee prior to installation.

12.4 Blinds and backing of curtains must be only white or natural in color.

12.5 External blinds to be approved in writing by the HOA Committee before installation.

13. APPEARANCE FROM OUTSIDE

Residents shall not place or do anything on any part of their property which, in the discretion of the HOA Committee, is aesthetically displeasing or undesirable when viewed from the outside.

14. LITTERING

Residents shall not deposit, throw, or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

15. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

Residents shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on common property which will or may increase the rate of the premium payable by the association on any insurance policy

16. USE OF A DWELLING

16.1 The use of a dwelling shall be governed by the Kwadukuza Municipal Town Planning Scheme in force at the time or any other approved scheme applicable to the Estate from time to time.

16.2 A unit should be used for residential purposes however home offices will be allowed provided the owner complies with the following rules:

16.2.1 Ensuring that the use of the property is in line with the zoning regulations and Local Authority's Municipal Planning By-Laws applicable to Caledon Estate.

16.2.2 Not more than 25% of the built floor area of the dwelling, may be used for non-residential purposes.

16.2.3 The owner must also permanently reside in the dwelling and the number of people working within that business is limited to two in addition to the members of the household who live there permanently.

16.2.4 Any business being run from home should not increase noise levels or compromise available parking facilities.

16.2.5 The HOA reserves the right to inspect business premises.

17 LETTING OF UNITS

17.1 The owner of any property within the Estate shall be obliged to ensure that any tenant or other person/s granted rights of occupancy by the registered owner is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. It is the registered owner's responsibility to inform the tenant of the rules of conduct.

17.2 The owner shall be obliged to notify the HOA Committee or the managing agents in writing within 14 days of conclusion of a lease of the registered property of the full name/s of the tenant/s and the period of the lease.

17.3 The owner shall advise the HOA Committee or the managing agents in writing of the number of people occupying the property and the full details of each of the occupants including their names and I.D. numbers.

17.4 The owner shall immediately advise the HOA Committee or the managing agents in the event of the lessee absconding.

17.5 At least 14 days notice shall be given by the owner to the HOA Committee or the managing agents before departure of the tenant on the termination or cancellation of a lease on the registered property.

17.6 The number of persons permitted to occupy the property is limited to 2 persons per bedroom. This will equate to 4 persons for a two bedroom dwelling and 6 persons for 3 bedroom dwelling.

17.7 The committee are to allow for payment arrangements to be considered between owners and the committee from rental receipts to recover the debt due. These cases to be considered by the committee as they arise.

18. ERADICATION OF PESTS

An owner shall keep their property free of white ants, borer and other wood destroying insects and take such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradication of any such pests as may be found shall be borne by the owner of the property concerned.

19. CHILDREN

19.1 All children of owners, residents & visitors alike must be under adult supervision while playing on the common property. In particular, care must be taken to avoid damage to plants, light fittings, signs, decorations or any property belonging to an owner or the Home Owners Association.

19.2 No Children under the age of 10 may cycle, skateboard, roller blade or use any other motorized means to play in the roads on the Estate, without adult supervision.

19.3 Children younger than 16 must be under responsible Adult supervision when using the Pool & Playground areas. No children over the age of 12 yrs are permitted to use the facilities in the Jungle Gym areas.

19.4 Children are not permitted to play in or around the Guard House.

BOGMORE HOMEOWNERS ASSOCIATION
CONDUCT RULES

20. ACTIVITIES ON COMMON PROPERTY

No hobbies or other activities which may constitute a nuisance to Residents shall be conducted on the common property and a ruling by the HOA Committee as to whether an activity does constitute a nuisance shall be final and binding.

21. VISITORS

Owners are liable for the conduct of their family, visitors and tenants and they must ensure that all rules and security requirements are properly adhered to.

22. SECURITY

22.1 Ensure that should you give a staff member item/s, the removal of the goods must be authorised by means of a Permission Slip. If there is no Permission slip the goods will be stored in the Estate Manager's office until the slip is produced.

22.2 Ensure that all visitors entering the estate have a valid access code from the resident that they are visiting as well as a valid driver's licence.

22.3 NO Code means NO Entry. This rule will be strictly adhered to and is applicable to all homeowners, residents,

22.4 visitors and contractors.

22.5 In the case of a contractor requiring multiple entries and exits for one day the 'One Day 24-hour' code must be issued. The 'Multi Day' code can also be used for contractors working on site for 2 to 5 days.

22.6 No packages for residents will be accepted by the guards for keeping in the Gatehouse on a residents behalf.

23. FINES

23.1 Any contravention of the Conduct Rules will result in the issuance of fines at the HOA Committee's discretion.

23.2 A fine between R500 and R5000 may be imposed by the HOA Committee

23.3 Fines issued to Residents will be charged to the account of the owner of the property in which the Resident resides.

23.4 A written appeal can be made through the managing agent to the HOA Committee. Any appeal must be made within 3 days of the issuance of a fine with a detailed motivation.

BOGMORE HOMEOWNERS ASSOCIATION
CONDUCT RULES

INFRINGEMENT/OFFENCE FINE - ('WW' means with warning)

• Damage to common property (in addition to costs for repairing such damage)	R2000
• Destroying or damaging trees and flora (in addition to costs for replacing damaged trees and flora)	R2000
• Building alterations without the required approval	R5000
• Contractor's failure to comply with rules, regulations and policies whilst undertaking their work	R5000
• Reckless driving of any motorized vehicle	R1000 ww
• Use of fire hoses other than for fighting fires	R1000
• Drunk and disorderly conduct outside own property and within common areas	R1000
• Unacceptable behavior or causing a disturbance of the peace outside of own property	R1000 ww
• Any infringement of the rules regarding the right to keep pets/animals stipulated	R1000 ww
• Non-compliance with the rules for vehicles, in particular the parking of vehicles in an un-authorized area (including regular or excessive use of delegated Visitors Parking areas)	R500 ww
• Non-compliance to written requests for maintenance on property – after 30-day notice period.	R1000
• Residents shall not place or do anything on any part of their property which, in the discretion of the HOA Committee, is aesthetically displeasing or undesirable when viewed from the outside.	R1000 ww
• Hanging linen, clothing or rugs from balconies or outside a unit where they are in full view, except in the drying area set aside expressly for this purpose	R150 ww
• Leaving rubbish bags on verges and unauthorized areas	R150 ww
• Verbal and /or physical abuse of staff and security guards	R1000
• Tampering with any part of the security system	R5000
• Non-compliance of Body Corporate with regards to rules and maintenance requests from BHOA	R1000 ww
• Failure to submit documents for building alterations after the 60-day warning period.	R 500
• If plans have been submitted to municipality, we require proof of submission, otherwise we proceed with the fine on a monthly basis.	R5000 / month until done
• Flying a drone in the estate	R5000
• No parking permitted on common property, verges, grass areas and roads at any time and overnight.	R500
• Transgressing the short-term letting rules with regards to access and codes of conduct being signed	R 2000

24. GENERAL

24.1 The Homeowners' Association or its agents shall not be liable for any injury or loss or damage of any description which any Resident in the Estate or any member of their family, employee or their relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual properties by reason of any defect in the common property, it's amenities or for any act done or for any neglect on the part of the association of any of the Association's employees, agents or contractors.

24.2 The Homeowners' Association or its agent's shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non- delivery of goods, postal matter or any other property.

24.3 No firearms or pellet guns may be discharged on the Estate. In terms of the Firearms Control Act, Act 60 of 2000, Section 120, paragraph 3b , It is an offense and illegal to – "discharge or otherwise handle a firearm or and airgun in a matter likely to injure or endanger the safety or property of any person or with reckless disregard for the safety or property of any person;" Paragraph 7 – "It is an offense discharge a firearm, antique firearm or airgun in a built area or any public place, without good reason to do so."

24.4 No fireworks may be discharged on the Estate.

24.5 No stones or other solid objects may be thrown or propelled on the common property.

24.6 The owner shall not:

24.7 Use their home or permit their home to be used for any purpose which is injurious of the reputation of the association.

24.8 Keep or do anything on the common property after due notice in that regard had been communicated to them in writing by the HOA Committee.

24.9 No resident, owner or contractors for residents or owners may fly a drone in the estate.

24.10 Respect and general consideration by all owners and residents for all other owners and all users of the Estate should be exercised at all times.

24.11 Unreasonable disturbance, inconvenience, annoyance, being a nuisance to, or interference with any other owner or resident, or their rights, in any manner deemed by the HOA to be unacceptable to harmonious living, is strictly prohibited.

24.12 Vandalism Policy:

24.13 The Estate will have a zero-tolerance approach. Security will attend the scene & investigate. If the perpetrators are identified, their parents/owners will be immediately informed of the incident. Parents/owners may be advised to visit the scene and witness the type of vandalism caused. Depending on the seriousness of the damage/incident, the Estate may take any of the following steps:

24.13.1 Call for a meeting with the parents and perpetrators

24.13.2 Lay a charge of malicious damage to property

24.13.3 Issue warning/financial penalty or recover costs for replacement/ repair.

24.13.4 Request for perpetrators to perform community service on the Estate.

24.14 Auctions/Jumble Sales/Garage Sales, Any form of public auction or sale on any property within the Estate is prohibited (other than with the prior written permission from the Estate Management).

24.15 Use of and Conduct in Open Spaces:

BOGMORE HOMEOWNERS ASSOCIATION
CONDUCT RULES

24.16.1 The lighting of fires in any open common space on the Estate is prohibited. Unless its in an Estate-provided braai and fire facility.

24.16.2 Disturbing, collecting or destroying of plant material is prohibited, unless authorized by Estate Management.

24.16.3 Disturbing, harming or destroying any wild animal, reptile, insect or bird is prohibited. (Should wild animals become a nuisance; the problem should be brought to the attention of the Estate Management).

24.16.4 The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance which may detrimentally affect the amenity of such space, is prohibited.

24.16.5 Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided.

24.17 Failure to comply with the Rules.

Failure by an Owner or tenant to comply with any provisions of any Estate rules may result in:

24.17.1 A reprimand and a request to comply

24.17.2 The imposition of a financial penalty.

24.17.3 The withdrawal of any previously given consent applicable to the particular matter.

24.17.4 An order to pay for damages resulting from non-compliance with any rule.

24.17.5 Application to the Courts for the enforcement of the rule(s).

24.18 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Managing Agent.

24.20 Should any owner or tenant be aggrieved by any decision made by the Managing Agent, they may, within 7 days of such decision, lodge an appeal in writing via the Managing Agent to the HOA Committee, who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance, giving their reasons for such an appeal.

24.21 Financial penalties imposed for the breach of or non-compliance with the rules shall be deemed to be part of the Estate levy due by the Owner.

24.22 The owner inviting any third party into the Estate shall be responsible for that third parties conduct on the Estate and shall be liable for any financial penalties raised in respect of the third party.

24.23 The owner is responsible for obtaining and maintaining the necessary firefighting equipment if they have gas installations or lithium-ion batteries in their homes

25. SLAUGHTERING OF ANIMALS FOR RITUAL / CULTURAL PURPOSES

No slaughtering of animals or birds shall be permitted on the common property. The slaughtering of animals for cultural or ritual purposes shall only be permitted provided the following conditions are adhered to.

25.1 Two weeks written notice to be submitted to the trustees prior to the event requesting permission.
The notice must contain the following information

25.1.1 the date and time of the slaughter

25.1.2 the type of animal to be slaughtered.

25.1.3 the name and qualifications of the person who will be carrying out the slaughter.

25.1.4 confirmation that the animal will be brought onto the premises immediately prior to the ritual slaughter and that the carcass will be removed immediately from the premises after the slaughter.

25.2 Requiring a notice from the local authority confirming that the owner has permission and will comply with all by-laws

25.3 Requiring a notice from the health department confirming that health department specifications will be complied with

25.4 Requiring a certificate from the SPCA confirming that an SPCA official will be present to ensure that the animal will not endure unnecessary pain and suffering

25.5 That written notice must be given to all adjacent units of the date and time of the slaughter

BOGMORE HOME OWNERS ASSOCIATION
CALEDON ESTATE

THE CONSTITUTION OF THE BOGMORE HOME OWNER'S ASSOCIATION

1. NAME

The name of the Association is THE BOGMORE HOME OWNER'S ASSOCIATION.

2. DEFINITIONS

In this Constitution, unless the context indicates to the contrary:

2.1 "The Association" shall mean The Bogmore Home Owner's Association;

2.2 "The Estate" means all of the land, being that area which is indicated by the red border on the plan marked "A", it being recorded that the Estate is comprised of numerous sub-divisions that have been created from the original parent properties and that numerous additional sub-divisions will be created pursuant to the ongoing development of the Estate. (It is accordingly impractical to record the precise descriptions of all of the properties which constitute the Estate);

2.3 "The Local Authority" shall mean the KwaDukuza Local Authority and Ilembe District Municipality or any other local or district authority having jurisdiction over the Estate;

2.4 "The Common Property" shall mean Portions 3727 and 3728, being Public Open Spaces and Erven 3726, 4346, 4347, 4348 and 4349 being Private Roads as reflected in green on the annexed plan, and Erf 3676 on which the gatehouse is constructed;

2.5 "Unit" means in relation to the Estate a sectional title unit under the provisions of the Sectional Titles Act, that portion of immovable property in respect of which a holder of a share block is granted the exclusive use as contemplated under the Share Blocks Control Act, or a subdivision capable of individual ownership as the case may be. (It is recorded that when a subdivision is developed in terms of a sectional title scheme, the single unit constituted by the subdivision will convert into a number of separate units represented by each sectional title unit created on the said subdivision.);

2.6 “Owner”, when used in relation to an Unit, shall mean the registered owner thereof;

2.7 “Founder Members” shall mean the promoters of the Association;

2.8 “Member” shall mean an Owner;

2.9 “Month” shall mean a calendar month;

2.10 “Year” shall mean a calendar year;

2.11 Any words importing the singular number only shall include the plural number and vice versa, and words importing any one gender shall include the other two genders, and words importing persons shall include bodies corporate and firms.

2.12 “Law” shall mean the Laws applicable from time to time in the Republic of South Africa.

2.13 “The Environmental Principles” means the environmental framework for the Initial Site Assessment, Design, Rehabilitation and Landscaping Requirements and all other relevant information approved by the Department of the Environment, adopted by the Bogmore Home Owners Association.

2.14 “Committee” shall mean the Committee of the Association elected in terms of this Constitution.

3. STATUS

The Association shall be an Association:

3.1 with perpetual succession and with legal personality capable of suing and being sued in its own name, and

3.2 none of whose members in their personal capacities shall have any right, title or interest to or in the property, funds or assets of the Association, which shall vest in and be controlled by the Committee in terms hereof, and

3.3 not for profit, but for the benefit of the Owners and occupants of the Estate.

3.4 The liability of the individual members for the debt and obligations of the Association shall be limited to the amount, if any, owing by the Member concerned in respect of levies, contributions or fees due to the Association.

4. OBJECTS

The general purpose and object of the Association is to promote, advance and protect the interests of its Members and to facilitate harmonious relationships amongst the Members whilst at the same time ensuring that the Members comply with all the obligations imposed upon them in terms of this Constitution and such other obligations as they may be bound to perform and, without derogating from the generality of the above, more specifically :-

4.1 To promote the use and maintenance of all properties within the Estate and to ensure that all such properties are utilised and maintained in such a way as to derive maximum benefit therefrom for the whole community of the Estate;

4.2 To make conduct and other rules from time to time as well as the power to substitute, add to, amend or repeal same, for the management, control, administration, use and enjoyment of the Estate, for the purposes of giving proper effect to the provisions of the Constitution and for any other purpose which powers shall include the right to impose reasonable financial penalties to be paid by those Members who fail to comply with the provisions of these Articles or the rules.

4.3 To ensure that there is adequate security provided for Members;

4.4 To impose and collect levies and contributions towards funds of the Association for the attainment of the objects of the Association, for the improvement of the Estate, and the due fulfillment of the powers of the Association;

4.5 To control the registration of transfer and subdivision of Erven in the Estate and ensure compliance with conditions imposed by the Local Authority when approving the rezoning and/or subdivision of the property comprising the Estate;

4.6 To take transfer of those portions of the common property that are owned by the Association for the benefit of its Members;

4.7 To provide and to manage the maintenance of open spaces and recreational amenities in the Estate and to make and enforce regulations governing the use by Members thereof;

4.8 To promote, advance and protect the communal interests of owners in the Estate, and to provide, regulate and maintain essential and community services, amenities and activities within the Estate;

4.9 To promote, advance and protect the Estate in the interests of the Association;

4.10 To regulate and control the harmonious development of the Estate;

4.11 To oversee, maintain and control the Estate.

4.12 To prescribe standards, conditions and guidelines for the maintenance of any buildings and outbuildings and external fixtures and fittings thereto, including aerials and satellite dishes of any description to be erected in the Estate and thereby to exercise control over the external appearance of all such buildings, structures, erections, land and garden areas in the Estate;

4.13 To promote, advance and protect the interest of the Members generally and to co-operate with the Local Authority, the KwaZulu-Natal Provincial Government and all other appropriate authorities for the benefit of the Association and its Members;

4.14 To represent the interest of the Members and to provide a united voice by which such interests may be expressed;

4.15 To organize and provide social services and activities for the benefit of the Association and its Members.

5. POWERS

5.1 The Association shall have full power and authority to manage its affairs, activities and property and in addition to these general powers and without in any way limiting such powers and authorities, the Association shall have the following special powers and authority:

5.1.1 To maintain and control the property of the Association and to render all services and acts necessary to ensure efficient protection and satisfactory maintenance and control of such property.

5.1.2 To enforce compliance by Owners of the Environmental Principles including the Environmental Management Plan as far as these may apply.

5.1.3 To promote the Environmental Principles as far as these may apply to the Association;

5.1.4 To do all things necessary or required to attain any of the objects of the Association set out above and to further and promote the interest of Members and to implement and enforce the powers conferred on the Association in terms hereof, to adopt and prescribe and from time to time amend, repeal or add to any rules and regulations necessary or required for the due enforcement, implementation and fulfilment of such rules and regulations and to impose fines and penalties.

5.1.5 To raise levies, contributions and fees from Members in the manner and for the purposes as hereafter specified.

5.1.6 To open and operate banking accounts of any description.

5.1.7 To make, enter into and carry out contracts or agreements for any of the purposes or objects of the Association.

5.1.8 To employ and remunerate agents, servants, employees and other persons.

5.1.9 To act as principals, agents, contractors or trustees.

5.1.10 To pay gratuities and pensions and establish pension schemes.

5.1.11 To sue and be sued in its own name and to appoint attorneys and counsel for the aforementioned purpose.

5.1.12 Subject to Clause 34, to amend or repeal this Constitution or any portion hereof.

5.1.13 To make, amend and repeal rules which shall be binding upon the Members as if they

formed part of this Constitution;

5.1.14 To create sub-committees and to delegate such powers to those sub-committees as the Committee may deem necessary.

5.2 The powers conferred on the Association in terms of any clauses contained in this Constitution shall, in the absence of a resolution by the Association to the contrary, vest in the Committee.

5.3 No rule, regulation or by-law passed pursuant to these provisions shall conflict with any of the provisions of the Constitution.

6. MEMBERS

6.1 Membership of the Association shall be limited to the Owners provided that where any such Owner is more than one person all the owners of that Unit shall be deemed jointly and severally to be one Member of the Association.

6.2 When a Member ceases to be the Owner of a Unit, he shall ipso facto cease to be a Member of the Association, but without prejudice to the right of the Association to recover from such person any amounts owing and due but unpaid as at the date of cessation of such membership.

6.3 The rights and obligations of a Member shall not be transferable and every Member shall:

6.3.1 to the best of his ability, further the objects and interest of the Association;

6.3.2 observe all by-laws and regulations made by the Association or the Committee provided that nothing contained in this Constitution shall prevent a Member from ceding his rights in terms of this Constitution as security to the Mortgagee of that Member's Unit.

7. MEMBERSHIP

7.1 The Owner of a Unit in the Estate shall be deemed to be and shall become a Member of the Association and shall comply with the Constitution of the Association and all its rules and regulations legally enacted by the Association, or its duly appointed

representative and shall remain a Member whilst he is an Owner of a Unit, and shall not be entitled to resign or cease to be a Member of the Association until he ceases to be the Owner of a Unit.

7.2 An Owner shall be deemed to cease being an Owner of any particular Unit for all purposes under this Constitution:

7.2.1 upon the sale or other disposal by him of such Unit with the consent of the Association and further, if such sale or other disposal is subject to any suspensive condition, upon the fulfilment of any such condition; and

7.2.2 upon the acquirer/transferee concluding an agreement with the Association to become a Member of the Association, or in any case other than the acquisition by contract of the Unit upon the registration of transfer of that Unit into the name of the transferee provided always that if prior to transfer of the Unit the agreement or causa under which the acquirer or proposed transferee has acquired the Unit, fails or is terminated for any reason, the seller or disposer of the Unit shall automatically be revested with membership of the Association in respect of the Unit in question, retrospectively to the date upon which he first ceased to be a Member in respect of that Unit.

8. CONDITION OF SALE

8.1 A Member shall not alienate or transfer a Unit unless it is a condition of the alienation or transfer that:

8.1.1 the acquirer/transferee binds himself in a contract for the benefit of the Association, to become a Member of the Association;

8.1.2 the conclusion, with the consent of the Association, of an agreement to acquire a Unit and, if such agreement is subject to any suspensive condition, upon the fulfilment of any such condition, or in any case other than the acquisition by contract of a Unit, the registration of transfer of that Unit into the name of the transferee, shall ipso facto constitute the acquirer/transferee as a Member of the Association.

8.2 Whenever the consent of the Association is required by the terms of any condition of title of a Unit or contract for the sale of such Unit, for the alienation or transfer of such Unit, such consent shall not be withheld, provided the intending acquirer/transferee

shall have bound himself to the Association to become a Member of the Association.

9. MEMBERSHIP CERTIFICATE

The Committee may, by regulation, provide for the issue of a membership certificate, which certificate shall be in such form and subject to such conditions as may be prescribed by the Committee.

10. PRIVILEGES OF MEMBERSHIP

No Member shall be entitled to any of the privileges of membership unless and until he shall have paid every levy and subscriptions and other sum (if any) which shall be due and payable to the Association in respect of his membership thereof.

11. USE OF FACILITIES

The Committee of the Association shall be entitled upon the written application of an Owner and upon such terms and conditions as may be prescribed by the Committee from time to time to permit the lessee of a Unit, or any other person occupying a Unit through or at the instance of the Owner thereof, the use and enjoyment of the facilities and amenities of the Association, provided:

11.1 such permission is evidenced by a certificate issued under the hand of the Committee;

11.2. such permission will automatically lapse and be deemed to be withdrawn upon the grantee's rights to occupation of the Unit being terminated or expiring for any reason whatever or upon the Owner ceasing to be a Member;

11.3 the Owner is and remains fully paid-up in respect of all his obligations to the Association;

11.4 such permission shall not release the Owner from his obligations to the Association in respect of his membership relating to such Unit at all times;

11.5 the said conditions prescribed by the Committee in respect of the class of persons referred to in clause 11 above shall be no more onerous than those applying to the Owner himself.

12. LEVIES AND CONTRIBUTIONS

12.1 The Association, through its Committee, shall from time to time be entitled to make levies upon the Members for the purpose of meeting all the expenses which the Association itself or through its Committee has incurred or to which the Committee reasonably anticipates the Association will be put by way of the implementation and attainment of any of its objects and the carrying out of any of its functions, and for the maintenance, repair, improvement and keeping in order and condition of its property, the Common Property and/or for payment of any rates and other charges payable by the Association in respect of its property and/or for the services rendered to it, and/or payment of the salaries and/or wages of the employees of the Association, and generally for the payment of all expenses necessary or reasonably incurred in connection with the management of the Association, the Estate and the Association's affairs.

12.2 In calculating levies the Committee shall take into account other income, if any, earned by the Association from any other source.

12.3 Levies made in terms of these provisions shall be charged in equal proportions on all Erven in the Estate and shall be paid and borne by Members in the same proportion to the total levies imposed on Members pursuant hereto as the number of Erven owned by the Member bears to the total number of Erven in the Estate.

13. ESTIMATE OF EXPENSES

13.1 The Committee shall estimate the amount which shall be required by the Association to meet the expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year, and shall make a levy upon the Members equal as nearly as is reasonably practical to such estimated amount.

13.2 The Committee may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature.

13.3 Every such levy shall be made payable by equal monthly instalments due in advance on the first day of each and every succeeding month of such year.

13.4 Notwithstanding 13.3 above, in the event of a Member failing to pay any monthly levy instalment, the Association shall be entitled to recover by legal action the full amount of the outstanding levies for the balance of that financial year.

14. SPECIAL LEVIES

The Committee may, from time to time, make special levies upon the Members in respect of all such expenses as are mentioned in clause 12 (which are not included in any estimate made in terms of clause 13), and such levies may be made in the sum or by such instalments and at such time or times as the Committee shall think fit.

14A. BUDGET

14A1. Notwithstanding the provisions of clauses 13 and 14 the Committee shall, at each annual general meeting of the Association, table a written budget in respect of the forecast income and expenditure for the coming financial year (the **"Proposed Budget"**).

14A2. The Committee shall procure that the Proposed budget, together with such supporting documents as may be appropriate or relevant, be delivered together with the notice of meeting contemplated in article 17 and discussed and debated at the meeting together with matters referred to in articles 17.10.4 to 17.10.6.

14A3. Following discussion and debate, the Proposed Budget, incorporating such amendments as agreed at the meeting, shall be required to be voted on and approved (by ordinary resolution) at the meeting (the **"Approved Budget"**).

14A4. Notwithstanding anything to the contrary contained in this Constitution, the Committee may not incur any expenditure on behalf of the Association unless such expenditure is contained in the Approved Budget; provided that the Approved Budget may contain a specific provision of R200,000.00 per annum for emergency expenditure. Emergency expenditure is defined by being of a nature that cannot wait 14 days for an extraordinary general meeting to approve such expenditure.

14A.5 Any expenditure incurred by the Committee – or any office/member thereof – contrary to the provisions of this article 14A shall be deemed to be a breach of his/her fiduciary duties, including, without limitation, as contemplated in regulation 14(1)(d) of the Regulations on Community Schemes Ombud Service promulgated in terms of the Community Schemes Ombud Service Act, 2011.

15. RECOVERABLE DEBT

15.1 Notwithstanding the nature or cause of indebtedness, any amount due by a Member by way of a levy, special levy or other charge due to the Association, shall be a debt due by him and recoverable by the Association.

15.2 The obligation of a Member to pay levies shall cease upon him ceasing to be a Member of the Association, without prejudice however to the Association's right to recover arrear levies.

15.3 No levies paid by a Member shall under any circumstances be repayable by the Association upon him ceasing to be a Member.

15.4 A Member's successor to a Unit shall be liable as from the date upon which he becomes a Member, to pay the levy attributable to that Unit.

15.5 No member shall sell or transfer his Unit until the Association has certified that the Member has at the date of sale or transfer fulfilled all his financial obligations to the Association.

15.6 Any sums of money due to the Association by a Member which have not been paid by the date on which they are due and payable, shall bear interest from the date the amount is due to the date of payment, at the maximum rate permissible under the Law.

15.7 All legal costs as between attorney and client, charges, disbursements including fees incurred by the Association in successfully enforcing or defending its claim shall be for the account of the Member and be payable on demand.

15.8 A certificate signed by the Chairman of the Association, or his duly authorised representative, as to any indebtedness of a Member, or as to any other fact, shall be prima facia evidence of the Member's indebtedness to the Association or of such other fact for the purpose of any application or action, judgment or order or for any other purpose whatsoever.

16. DEALING WITH THE COMMON PROPERTY

The Common Property shall not be alienated without the consent of the Minister of Local Government and Housing and then only as he may direct.

17. MEETINGS OF THE ASSOCIATION

17.1 Annual general meetings shall be held once in every year at such time and place as may be determined by the Committee, but so that no more than 15 (FIFTEEN) months shall be allowed to elapse between any two successive meetings.

17.2 The Committee may call an extraordinary general meeting whenever it thinks fit.

17.3 Extraordinary general meetings shall also be called upon the written request of 25% (twenty five percent) of Owners.

17.4 An annual general meeting and a meeting called for the passing of a special resolution, shall be called by 21 (TWENTY ONE) days' notice in writing at the least, and an extraordinary general meeting shall be called by 14 (FOURTEEN) days' notice in writing at the least.

17.5 In each case the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting and, in the case of special business, in addition to any other requirements contained in this constitution, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it or in such other manner, if any, as may be prescribed by the Committee to such persons as are under this Constitution entitled to receive such notices from the Association.

17.6 The accidental omission to give notice of a meeting or of any other resolution, or to give any other notification, or present any document required to be given or sent in terms of this Constitution, or the non-receipt of any such notice, notification or document by any Member or other person entitled to receive the same, shall not invalidate the proceeding at, or any resolution passed at any meeting.

17.7 General meetings of the Association shall take place at such place/s as shall be determined by the Committee from time to time.

17.8 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be 4 (four) Members.

17.9 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as the Chairman of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.

17.10 The following matters shall be dealt with at every Annual General Meeting:

17.10.1 the consideration of the Chairman's report to the Committee;

17.10.2 the election of the Committee;

17.10.3 the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;

17.10.4 the consideration of the balance sheet of the Association for the last financial year of the Association preceding the date of such meeting;

17.10.5 the consideration of the report of the auditors;

17.10.6 the consideration of the total levy and any special levy (as referred to in clauses 12 and 14 aforesaid) for the year during which such Annual General Meeting takes place;

17.10.7 the consideration and fixing of the remuneration of the auditors for the financial year of the Association preceding the Annual General Meeting.

18. PROCEDURE AT GENERAL MEETING

The Chairman of the Committee shall preside as such at all general meetings, provided that should he not be present within 5 (FIVE) minutes after the time appointed for the holding

thereof, then the Vice-Chairman of the Committee shall act as Chairman at such meeting; provided further that should the Vice-Chairman also not be present within 5 (FIVE) minutes of the time appointed for the holding of such meeting, then the Members present at such meeting entitled to vote, shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

19. ADJOURNMENT OF MEETING

19.1 The Chairman may, with the consent of any general meeting at which a quorum is present (and if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which adjournment took place.

19.2 Whenever a meeting is adjourned for 10 (TEN) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting.

19.3 Save as aforesaid, the Members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

20. PROXIES

20.1 A Member may be represented at a general meeting by a proxy, who need not be a member of the Association.

20.2 The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where a Member is more than 1 (ONE) person, any of those persons may sign the instrument appointing a proxy on such Member's behalf; where a Member is a company, the same may be signed by the Chairman or by its secretary; and where an association of persons, by the secretary thereof.

20.3 The instrument appointing a proxy and the Power of Attorney or other authority (of any) under which it is signed, or a notarially certified copy thereof, shall be deposited at the office of the Association at any time before the time appointed for the commencement of the meeting, or adjourned meeting, and shall be valid for a period of 12 (TWELVE) months from the date of execution.

20.4 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no notice in writing of the death or revocation shall have been received by the Committee at least 1 (ONE) hour before the time fixed for the holding of the meeting.

21. VOTING

21.1 At every general meeting every Member in person or by proxy and entitled to vote shall have 1 (ONE) vote for each Unit owned by him, provided that if an Unit is registered in more than 1 (ONE) person's name, then they shall jointly have one vote.

21.2 Save as expressly provided for in this Constitution, persons other than a Member duly registered as such with the Association and who shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of or arising out of his membership, shall be entitled to be present or to vote on any question, either personally or by proxy, at a general meeting.

21.3 Unless the Chairman of the meeting otherwise directs, all voting shall be in writing by way of a secret poll, which shall be taken during the course of the meeting in such manner as the Chairman of the meeting shall direct.

21.4 All resolutions shall be passed by a simple majority of those Members present in person or by proxy at the meeting, other than special resolutions which shall be carried by the votes of not less than 75% of members.

21.5 A declaration by the Chairman of the result of any voting and an entry thereof in the Minute Book of the Association shall be conclusive evidence of that.

22. COMMITTEE

There shall be a Committee of the Association which shall consist of not less than 5 (five) and not more than 7 (seven) Members.

23. HOLDING OFFICE

Each Committee member shall continue to hold office as such from the date of his appointment until the conclusion of the Annual General Meeting next following his said

appointment, at which meeting the Committee member shall be deemed to have retired from office as such but will be eligible for re-election to the Committee at such meeting.

24. VACATION OF OFFICE

A Committee member shall be deemed to have vacated his office as such upon:

24.1 his estate being sequestrated, whether provisionally or finally, or his surrendering his estate;

24.2 his making any arrangement or composition with his creditors;

24.3 his conviction for any offence involving dishonesty;

24.4 his becoming of unsound mind or being found lunatic;

24.5 his resigning from such office in writing delivered to the Chairman;

24.6 his death;

24.7 his being removed from office by the Association in general meeting;

24.8 him absenting himself from 3 (THREE) consecutive meetings of the Committee without special leave of absence from the Chairman of the Committee.

25. VACANCY

Upon any vacancy occurring on the Committee prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Committee.

26. OFFICERS

26.1 Within 7 (SEVEN) days of the holding of each Annual General Meeting, the Committee shall meet and shall elect from its own number, the Chairman and the Vice-Chairman, who shall hold their respective offices until the annual general meeting held next after their said appointments, provided that the office of the Chairman or Vice-Chairman shall ipso facto be vacated by the Member holding such office upon his ceasing to be a Committee member for any reason.

26.2 Committee members shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Committee members and/or Chairman and/or Vice-Chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.

27. FUNCTIONS AND POWERS OF THE COMMITTEE

27.1 Subject to the express provisions of this Constitution, the Committee shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in this Constitution, may exercise all such powers of the Association, and do all such acts on behalf of the Association as may be exercised and done by the Association, and as are not by this Constitution required to be exercised or done by the Association in general meeting, subject nevertheless to any regulations as may be prescribed by the Association in general meeting from time to time, provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Committee which would have been valid if such regulation had not been made.

27.2 The Committee shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.

27.3 The Committee shall have the right to co-opt onto the Committee any person or persons chosen by it. A co-opted Committee member need not necessarily be a Member of the Association, and shall enjoy all the rights and be subject to all the obligations of elected Committee members.

27.4 The Committee may make regulations and by-laws, not inconsistent with this Constitution, or any regulations or by-laws prescribed by the Association in general meeting, as to disputes and arbitrations generally for the furtherance and promotion of any of the objects of the Association, for the better management of affairs of the Association, for the advancement of the interests of Members, for the conduct of Committee meetings and general meetings, and to assist it in administering and governing its activities generally, and shall be entitled to cancel, vary or modify any of the same from time to time.

27.5 Save as specifically provided otherwise in this Constitution, the Committee shall at all times have the right to engage on behalf of the Association the service of Accountants, Auditors, Attorneys, Advocates, Architects, Engineers, or any other professional person or firm and/or any other employee/s whatsoever, for any reasons thought necessary by the Committee and on such terms as the Committee shall decide, subject to any of the provisions of this Constitution.

28. PROCEEDINGS OF THE COMMITTEE

28.1 The Committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of this Constitution.

28.2 The quorum necessary for the holding or any meeting of the Committee shall be 2 (TWO) Committee members present personally, where the Committee comprises 4 (FOUR) or less members, and shall be 3 (THREE) members where the Committee comprises 5 (FIVE) or 6 (SIX) members, and 4 (FOUR) Committee members in any other case.

28.3 The Chairman, duly elected by the Committee at its first meeting held after the AGM, shall preside as such at all meetings of the Committee, provided that should at any meeting of the Committee the Chairman not be present within 5 (FIVE) minutes after the same time appointed for the holding thereof, then the Vice-Chairman shall act as Chairman at such meeting; provided further that should the Vice-Chairman also not be present within 5 (FIVE) minutes of the time appointed for the holding of such meeting, those present of the Committee members shall vote thereupon and exercise all the powers and duties of the Chairman in relation to such meeting.

28.4 Save as otherwise provided in this Constitution, the proceedings at any meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.

28.5 A resolution signed by all the Committee members shall be valid in all respects as if it had been fully passed at a meeting of the Committee duly convened.

29. ACCOUNTS

29.1 The Committee shall cause proper books of account of the administration and finance of the Association to be kept at the office of the Association or such other place or

places as the Committee shall think fit, and such books of account shall always be open to the inspection of Members during normal business hours.

29.2 The Committee shall from time to time cause to be prepared and laid before the Association in general meeting, books of account, balance sheets and reports of the Committee containing such information as the Association shall prescribe from time to time.

29.3 The Committee shall arrange for the audit of the books of account at least once during each and every year and shall have the power to appoint auditors to effect this purpose.

30. CESSATION OF MEMBERSHIP

No Member ceasing to be a member of the Association for any reason shall (nor shall any such member's executors, curators, trustees or liquidators) have any claim upon or interest in the funds or other property of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such Member or his estate any arrears of subscriptions or other sums due from him to the Association at the time of his so ceasing to be a Member.

31. NOTICES

31.1 A notice may be served by the Association upon any Member, either personally or by sending it through the post in prepaid letter, addressed to such Member at the address of the Unit owned by him or such other addresses as he may notify the Association in writing, provided that copies of all notices sent to Members shall be sent to the Mortgagee (if any) of that Member's Unit.

31.2 Any notice, if served by post, shall be deemed to have been served 4 (FOUR) days following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office as a prepaid letter.

31.3 A notice may alternatively be served by sending it by email to the member at an email address which he/she has confirmed to be his/her email address and a notice, if served by email, shall be deemed to have been served on the day following that on which the email was sent.

31.5 In proving such service, it will be sufficient to prove that the email, containing the notice, was sent to the correct email address from the Trustee's or management's computer.

32. INDEMNITY

32.1 All Committee members shall be indemnified out of the funds of the Association against any liabilities bona fide incurred by them in their respective said capacities, and in the case of a Committee member, in his capacity as Chairman or Vice-Chairman, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any person/s by the Court.

32.2 Every Committee member, every servant, agent and employee of the Association shall be indemnified by the Association against all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties, including, in the case of a Committee member, his duties as Chairman or Vice-Chairman.

32.3 Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties, provided that any such act, deed or letter has been done or written in good faith.

32.4 A Committee member shall not be liable for the acts, receipts, neglects or defaults of the Auditors or of any of the other Committee members, whether in their capacities as Committee members or as Chairman or Vice-Chairman, for any loss or expenses sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Committee for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or delictual act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of this office/s or in relation thereto, unless the same shall have happened through lack of bona fides or breach of duty or breach

of trust.

33. ARBITRATION

33.1 Should any dispute, question or difference arise between any of the following, namely a Member, a Resident, a Trustee, the Association or the Developer out of or in regard to :

33.1.1 the interpretation of;

33.1.2 the effect of;

33.1.3 their respective rights or obligations under;

33.1.4 a breach of (save for non-payment of levies or any other amount due by a Member in terms of this Constitution).

33.2 In respect of any claim arising from non-payment of levies or any other amount due by a Member to the Association in terms of this Constitution, the Association and Committee/Trustees shall continue to enjoy common law rights and shall not be required to proceed to arbitration. The Trustees will be entitled to elect, within their sole and absolute discretion, whether to refer the dispute to arbitration or whether to institute legal proceedings in any court of competent jurisdiction.

33.3 The arbitration shall :

33.3.1 be conducted in an informal summary manner on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures relating to pleadings or discovery or the strict rules of evidence; and

33.3.2 commence as soon as reasonably possible after it is demanded and with a view to its being completed within 30 (thirty) days after it is demanded; and

33.3.3 be held under the provisions of the Arbitration Act of the Republic of South Africa (as amended or replaced from time to time) except insofar as the provisions of this arbitration clause shall apply.

33.4 The arbitrator shall be an independent person agreed between the parties to the arbitration within 7 (seven) days of being called upon to make such appointment and failing such agreement within the 7 (seven) day period, nominated by the Chairperson of the KwaZulu-Natal Provincial Office of the Legal Practice Council, within the jurisdiction of KwaZulu-Natal.

33.5 The arbitrator shall, in giving his award, have regard to the principles contained in this

Constitution and he shall decide the matter as submitted to him according to what he considers just and equitable in the circumstances and therefore, the strict rules of Law need not be observed or taken into account by him in arriving at his decision. The arbitrator's decision shall be presented within 10 (ten) days after the completion of the arbitration in a written document and he shall state the reasons for his decision therein. The arbitrator may determine that the cost of the arbitration be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.

33.6 Each of the parties to the arbitration irrevocably agrees that the decision of the arbitrator made at such arbitration proceedings :

33.6.1 shall be final and binding on each of them; and

33.6.2 shall be carried into effect immediately; and

may be made an order of any Court to whose jurisdiction the parties are subject.

Notwithstanding anything to the contrary contained in this clause 33, the Committee/Trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of this Constitution.

34. ALTERATIONS TO CONSTITUTION

Any alteration or addition to this Constitution may be effected only by a special resolution passed by 75% (seventy five percent) of Members at a general meeting after written notice thereof has been given by the Committee in the notice calling the meeting.

35. WINDING-UP OF THE ASSOCIATION

The Association may be wound up by a special resolution provided that:

35.1 90% (NINETY PERCENT) of Members present or represented at a general meeting, duly convened, vote in favour thereof, and

35.2 In the event of such winding-up, it shall be the duty of the Committee or a Receiver to be appointed by them to convert the Association's assets into cash, pay all the liabilities of the Association and thereafter distribute the residue to all the Members in accordance with the number of Erven registered in the name of each Member.

35.3 If within a period of 4 (FOUR) months from such distribution the Committee or Receiver are unable to find, locate or trace any Member, such Member's share shall then be paid to the Guardians Fund.

Caledon Estate
Lee Barns Boulevard Ballito

PO Box 55
Zimbali 4418

Estate Manager Cell: 067 126 8695
Email: manager@caledonestate.co.za
Managing Agent: info@inspiredmanagement.co.za
Caledon Trustees: trustees@caledonestate.co.za

BOGMORE HOMEOWNERS ASSOCIATION ARCHITECTURAL AND BUILDING CODE

BOGMORE HOMEOWNERS ASSOCIATION
ARCHITECTURAL AND BUILDING CODE

1. VILLAGE OF CHARM

The homes to be built at Bogmore Residential Estate have been largely influenced by Victorian architectural elements which through time have simplified to become part of the vernacular of many small towns throughout South Africa. Elements from this architectural reference have been subtly incorporated into the design to give Bogmore Residential Estate a distinctly South African character.

The overall appearance of the homes has been designed to collectively create a village setting; where the use of selected architectural elements and overall planning in an honest, simple, and truthful manner adds to the creation of a community. The houses on the properties are to be situated in such a manner as to also enhance the street experience as the streets are to be seen as an important amenity and add quality and charm to the Estate experience.

2. THE ARCHITECTURAL BUILDING CODE BENEFITS EVERYONE

The aim of the architectural and building code is to achieve a village form of special charm and delight which will enhance the Estate. Your investment will be secure in the knowledge that all parts in the Estate are developed as a planned community, and you have the comfort of knowing that all buildings are to be developed to the same standard and rigorous approval process. By adhering to the building code owners will ensure that ownership will not only be a good investment in its own right but that the investment will be enhanced by being part of the Bogmore Residential Estate experience.

ROOFS

Materials

1) Victorian profile aluminium sheeting to be colour powder coated.
2) Gutters and down pipes shall be made of aluminium or acrylic.
3) Flashing shall be galvanised iron powder coated.
4) Splash blocks shall be made of concrete, brick or gravel.

Configuration and techniques

1) Roofs shall have a primary and secondary roof. Primary
2) roofs shall have a pitch of 35°. Secondary roofs shall have
3) a pitch of 5°. Skylights shall be placed to be least visible
4) from streets. Roofs shall be hipped save in the instance
5) where gables have a verandah attached to them or alternatively the gable detail has been approved by the seller.
6) Flat roofs shall be allowed over minor portions of the house and built in such a manner as to be complimentary to the main building. Eaves shall be continuous and only in
7) the case of clipped eaves may the overhang be less than 350mm.Gutters shall be of the OG profile.
   Down pipes shall be square, rectangular or round.
8) Down pipes must be placed at the corner of buildings
9) least visible from the street.
   Overhangs shall be a minimum of 350mm.
10) Eaves details must be approved by the building committee.

ROOF COLOURS

1) Roofs shall be Volcanic or Armo Grey
2) Down pipes and gutters shall be painted white.
3) Facias shall be painted white
4) Wall colours shall be approved by the BHOA committee. Please refer to colour codes at the end of the architectural code, under building additions

WALLS

Materials

1) External walls shall be finished in plaster and paint ed an approved colour. Imitation stone used for plinths and accents such as chimneys.

Configuration and techniques

1) Walls may be built of not more than two materials which shall change along a horizontal line save in the case of fibre cement cladding or imitation stone chimneys. Plinths are encouraged but are
2) not compulsory. Plaster bands must be on the
3) perimeter of all external windows, doors, and on top of free-standing walls. They must be painted white.
4) Gables are allowed on garages and on walls which have a veranda attached to them. Gables must have minimum 5 sheets of a shiplap fascia board that is painted white.

WALL COLOURS

1) Wallsshallbe painted.
   - Colours will have to be approved by the HOA Architectural committee

1) Contrast colours (plaster bands)
   - Painted white

OPENINGS

Materials

1) Windows shall be white powder coated aluminium. In the event of wooden windows being used they shall be painted white.
2) Doors shall be made of wood and painted white.
3) Aluminium front doors may fitted subject to approval from BHOA and must be white.
4) Security doors and window burglar guards must be approved before installation and be painted white.
5) Garage doors will be wooden or fibre glass, they shall be painted white and must be sectional horizontally slated, the same as the developers units

Configuration and techniques

1) Windows shall be rectangular and vertically proportioned. Multiple windows in the same openings
2) shall be separated by a post of not less than 100mm wide. Windows facing the street frontage shall be
3) vertical windows. In the case of vertical windows, they shall be vertical sliding sash windows or windows with
4) similar proportions to sliding sash windows and such windows shall be approved by the building committee prior to installation. Sash windows, casement windows and cottage-pane windows may be used so long as they are vertically proportioned. Circular windows are not
5) allowed. Sliding glass doors may only be used when opening onto a **roofed verandah, unless upstairs.** Garage doors which face onto the street shall not be wider than 2,8m.
6) Double garages will be allowed on non-directly road
7) facing
8) garages
9)

GARDEN WALLS, FENCES AND RETAINING WALLS

Materials

1) Garden walls shall be finished in plaster, or an approved imitation stone to plinth height. No walls may be penetrated with pre-cast elements.
2) Boundary walls facing the street shall be finished in plaster.
3) Timber fencing on side boundaries must comply with the design and development guidelines of the developer and must be painted an approved colour.
4) Approved plastic fencing will be allowed and will be subject to the same rules as wooden fencing.
5) Retaining walls may be made of loffelstein
6) Shade cloth must be erected before any material is placed on site before construction. This cloth must be installed around the entire boundary of the site, leaving a gap for a gate as an entrance. The gate must be locked after hours and have shade cloth attached. All cloth must be green and have 80% coverage. Bonnox fence must be used to always keep the shade cloth neat. Note: Imitation stone may only be used up to a maximum of 600 mm as a plinth on all walls.

Configuration and techniques

1) Walls may be built of no more than two materials.
2) Garden walls shall be a minimum of 230mm thick and have a horizontal cap or coping. Garden walls shall be either low walls of between 600mm and 1m high or alternatively high walls which shall be between 1,6m and 1,8m high. Picket fences shall be
3) smooth treated timber and painted white. No pre-cast fences are allowed Timber fencing shall not
4) exceed 1.8m high and shall be painted an approved
5) colour. Timber fencing which is not picket fencing must comply with the design and development guidelines of the developer. Timber post and rail fences may be used and must be painted white. No mesh is allowed on any fence within the estate No
6) pool fencing or other types of fencing may be used. Shade cloth on the perimeter boundary of all
7) construction sites must be 1,8m (max of 2m high).
8) Cloth must be dark green minimum 80% factor shade, any shade below 80% shall not be permitted.
9) The shade cloth is to be supported by a bonnox type fence on the internal side of the shade cloth, itself supported by wooden poles spaced at a maximum of 3m intervals. The structure is to be supported in such a manner as not to sag or come adrift. There must be no gaps between the ground and the fence and the gate and the fence, so as to restrict any entrance for small children.

GARDEN WALLS, FENCES AND RETAINING WALLS COLOURS

1) Exterior walls shall be painted a maximum of 2, colours. The colours shall be those used on the main building.
2) All fencing is to be white.

GARDENS AND LANDSCAPING

- Landscaping must be completed up to boundaries of property to BHOA committee requirements
- Landscaping must be completed from boundary of property to road to BHOA committee requirements
- All Trees and plants to be indigenous, unless approved by the BHOA architectural committee

ELEMENTS

Materials

1) Chimneys shall be finished with plaster.
2) Peers and arches shall be finished with plaster
3) Posts, columns, spindles and balustrades on porches shall be made of alternatively pre-cast concrete columns in a configuration approved by the building committee.
4) Balustrades or balconies on verandahs facing the street shall have vertical patterns. No horizontal configurations are permitted unless specifically approved by the building committee.
5) Signs shall be made of wood, resin or enamel steel and must be approved by the building committee prior to installation.
6) Awnings shall be metal approved by the building committee prior to installation.
7) Driveways may be Tar/Asphaltor Cobblestone paving. Cobbles must be 160mmx160mmx50mm 100mmx100mmx50mm and they must be flat.

Configuration and techniques

1) Chimneys shall be either square or rectangular.
2) Peers and arches shall not be less than 230mm×230mm. Double storey columns or peers
3) are not allowed. Columns, if provided, shall be
4) circular and complete with matching base and capital and the proportions must be approved by the building committee. Posts shall be not less than
5) 100mm×100mm. Railings shall have horizontal tops
6) and be champered and shall be white in colour. Spindles and balustrades, if made of wood, shall not
7) exceed 100mm from the center. If made from metal 75mm from the center. Both must be painted white. Balconies shall be structurally supported by brackets
8) and painted white.

GARDENS AND LANDSCAPING COLOURS

Walls: Please refer to colour codes at the end of the architectural code, under building additions.

Roofs

Corrugated Zincalume
Dark Grey- Volcanic Grey Light Grey- Armo Grey

Driveways

Tar/asphaltblack
Cobbles Charcoal with a Light Grey single stone perimeter

MISCELLANEOUS

General

1) The following shall be permitted only in those areas where not easily visible from the street (unless special permission is granted). - TV equipment; clothes lines; satellite dishes; permanent braais; and play equipment (above ground trampolines and jungle gyms). The following shall NOT be permitted:
2) - Panelized materials.
- Air conditioning units that are easily visible from the street.
- Above the ground swimming pools.
- Antennas that are easily visible from the street frontage.
- Signs on properties which relate to businesses or "FOR SALE" signs
- Pre-cast concrete fences.
- Shade Cloth

Approvals:

1) All plans must be approved by the building committee and the developer prior to the commencement of building on any property.
2) Submission fee: A submission fee of R500, R200, and R50 shall be paid to the building committee when submitting the building plans, alteration plans, and addition plans respectively. Metering: Each house shall
3) have a separate water and electricity meter. The type of meter must be approved by the seller.

IMPORTANT

a. Any contravention of the building code or deviation from an approved plan will result in a total stoppage of all building activity on the particular site, until rectified. The developer reserves the right to demolish any illegal building if not rectified within 7 days of being served notice to do so.

b. A clean building site must be maintained during construction i.e. Shade cloth around site boundary, ablution facilities for onsite contractors, adjacent common areas to be free of building material.

c. A water meter must be installed before any material or shade cloth is placed on site. No water may be used before the meter is installed. A reading will be done monthly, and the usage will be charged to the owner.

d. The Owner will be liable for any damage to common property within the estate during the construction phase, whether the damage is caused by themselves or any contractors that enter the estate that are working on their property.

e. The BHOA committee reserve the right to request a reasonable deposit from the Owner or any contractor that will be involved with the construction of a dwelling in the Estate. This deposit will cover any damage to common property and will be refunded once the work has been completed.

f. It will be the responsibility of the owner who is building to make sure that all contractors are aware of the following! No contractor may work on a public holiday or a weekend.

g. No occupation of units shall be granted by the BHOA committee until the building and landscaping have been completed as per the architectural code.

Building Additions:

External Blinds
- Externalblinds must be installed in the recess of the Patio awning only.
- Blinds must be natural in colour
  1. Bamboo blinds- these are most cost effective but require maintenance annually.
  2. Shade Weave Sun breaker blinds- require no maintenance. Colours permitted: SP001- White SP002- Beige

Approved boundary walls/ fences:
- 1.2m White picket fence
- 1.8m Wall painted and plastered as per Architectural Code White post and rail fence, or approved white plastic fencing
- 1.8 White Lattice screen

Picket Fencing
- 1.2mopen pointed picket fence with a 76mm gap painted white. Planks used are 76mm wide x 22mm thick.
- All timber to be CCA and weatherwood treated, planed, primed and painted white.
- All fasteners, latches and hardware to be galvanized and nails to be yellow zinc ringshank nails.

Lattice Screen
- 1.8mhigh and only permitted along sides and back of properties.
- All timber to be CCA and weatherwood treated, planed, primed and painted white.
- All fasteners, latches and hardware to be galvanized and nails to be yellow zinc ringshank nails.

Air Conditioning and DSTV Units
- Cannot be road facing Must not be installed above the skyline of the roof Trunking must be used for cabling and
- painted with matching colours All re-plastering and patchwork must be completed properly using matching paint
- colours White Lattice Boxes must be installed to cover the external units that are visible from the road. They
- must be made following the specifications below. If your external unit may be covered from the view of the road
- by a single panel of lattice that fits onto the wall between the Aircon unit and the road, this will be acceptable. Alternately a box with 3 sides must be used.

- **Timber:** Treated Pine
- **Treatment:** CCA H3 treatment
- **Slats:** 12/32 Clears
- **Frame:** 32/45
- **Spacing:** 40 x 40 apertures
- Assembled with Stainless Steel Screws, Marine Epoxy used on all joints and screw holes 3 x Coats of paint.
- (water-based enamel)
- White in colour
- Sanded 3 times before final coat of paint. Slats has first coat of paint before assembly. Hinges: Stainless steel
- Latches: Stainless steel oval pad bolts
- Custom made lattice panels.

Security Doors and Burglar Bars
- Burglarbars tobewhite or clear Perspex. Security doors to be painted white.
- If installed at sliding door, must be installed internally

SolarPanels

- CannSolar to be installed on the roof. Geyser must be installed in the roof. To be flush mounted.

Gas Stoves
- Cylinders to be concealed.
- Must be installed by qualified technician and a certificate of conformity is required

Swimming Pools
- Above the ground swimming pools are not permitted.
- Blow up swimming pools are permitted provided that they are not visible from the road

Building Extensions and Alterations
- Homeowners are required to submit an application to the BHOA Committee for ANY extensions and alterations. Please note: Requirements differ for sectional title properties. Further information can be obtained from the managing agent. It is the responsibility of the homeowner to find out municipal building guidelines and comply with all municipal requirements. All owners must comply with the estate building line restriction of 1.5m from the boundary on the sides and to the front of their properties. If building extensions are being done, homeowners require approval from her neighbours. The homeowner/ contractor can only commence once the relevant
- approval has been granted, furthermore they have to comply with the architectural code. No deviation from the approved plan will be allowed without the correct approval process being adhered to. Serviced portable toilets are a requirement for approved building and alterations in Caledon Estate.
-

Paint Colour
- For Caledon, Overberg, Acacia and Waterberry Villages
- Exterior Statued Satin Finish code NEU12

PVC Products
Please note that the following PVC products are allowed to be installed with final approval from the BHOA architectural committee

PVC Picket fence 1.2m

- *Posts:* 76mmx 76mm at 1,733m every 2,4m on level ground, but 1,6 or 1,2m apart on sloped areas or on curves, planted 533mm deep in soil. *Bottom rails:* 51mm x 89mm at 2385mm and must be 50mm from the
- ground Top rails: 51mmx 89mm at 2385mm and must be 250mm below the top of the post Pickets: 76mm x22mm spaced 72mm apart, 15 per 2,4m section, with pointed caps. Must be a very high quality “virgin” PVC. not recycled. Use a uPVC (UV resistant).
- Titanium Trioxide is the impact modifier used for UV resistance and the brilliant white colour
-

PVC Courtyard gates

- VF-2 PVC Rail Courtyard Gate, custom height and width
- Gate Frame: 51mmx89mm Extruded
- PVC with aluminium corner inserts
- Slats: 22mm x 67mm PVC
- Hinges: Aluminium
- Latch: Varies
- Side Mounts: 51mm x 89mm PVC
- With aluminium inserts
- Must be a very high quality “virgin” PVC. not recycled. Use a uPVC (UV resistant).
- Titanium Trioxide is the impact modifier used for UV resistance and the brilliant white colour

PVC Lattice screens and Aircon boxes

- Aircon screens are wall mounted without posts.
- The solid strips are 40mm wide with 38mm x 38mm holes for Lattice and 45mm x 45mm holes for Trellis.
- The top & bottom rails are 51mm wide. Posts are either 76mm x 76mm or 102mm x 102mm depending on the installation.
- For Lattice & Trellis fences, you will need a post every 2,4m or closer at 1,2m high or lower.
- For 1,8m high there will be a post every 1,2m or you can do it at every 2,4/1,6m with a vertical middle support rail running horizontally.
- Must be a very high quality "virgin" PVC. not recycled. Use a uPVC (UV resistant).
- Titanium Trioxide is the impact modifier used for UV resistance and the brilliant white colour.

Using lattice to enclose a parking bay area under an awning

- Only one parking bay beneath the awning may beenclosed. At least one parking bay should be available (In
- front of an enclosed awning or next to it).
- Only the awning area directly adjacent to the house may be enclosed
- The enclosure may not be erected in front of the house
- The lattice structure will follow the prescribed make up as stated in the PVC Lattice screens and Aircon boxes
- An opening of 300mm high will be required between the floor and lattice, and between the roof and the lattice.

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PO Box 55
Zimbali 4418

Estate Manager Cell: 067 126 8695
Email: manager@caledonestate.co.za
Managing Agent: info@inspiredmanagement.co.za
Caledon Trustees: trustees@caledonestate.co.za

ACCESS CONTROL AND SECURITY AND CENSUS

CALEDON ESTATE SECURITY CENSUS

We would appreciate it if all residents could provide us with the information below. We need this information and appreciate your cooperation, this so that we can update the information on our systems and by adding additional valuable info for the security staff.

ADDRESS:

Owner ☐ Tenant ☐ If a tenant lease dates must be provided.....

Number of Adults: .....

Full Name & ID nr: 1. .....

Car Make, Model & Registration: .....

Full Name & ID nr: 2. .....

Car Make, Model & Registration: .....

Full Name & ID nr: 3. .....

Car Make, Model & Registration: .....

Full Name & ID nr: 4. .....

Car Make, Model & Registration: .....

Number of children: .....

Number of Pets & Breed: .....

You may provide a picture for the database so if they are missing we can return them to owners, send images to manager@caledonestate.co.za

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ACCESS CONTROL AND SECURITY AND CENSUS

ACCESS CONTROL

Forms that need to be filled in are **Access control, Census form and Conduct rules signed.**

FACIAL RECOGNITION FOR DOMESTIC / CONTRACTOR

- For residents at Caledon Estate Cost R100.00
- Please provide copy of ID
- Payment must be made prior to cards or biometrics done:

BHOA FNB

Acc: 63018866096

Branch Code: 250655

Ref: House nr and road+ Access *example: 3Buntyaccess*

RESIDENT DETAILS

Name:.....ID Number .....

Address in Estate: .....

Date of entry: .....

Checklist

- Signed Acknowledgement of Conduct Rules – only this page needs to be signed – not all the conduct rule docs
- Copy of ID
- Access Form filled out one per person
- Proof of Payment R100.00 per person
- Census Form
- Pet Application form to be filled in or signed even if there are no pets. – pls note these requirements on the form
- My Estate Life App docs are included for the new resident – do not need to be signed
- Notify Estate Manager of date when moving in
- Security:
    1. Ensure that should you give a staff member item/s, the removal of the goods must be authorised by means of a Permission Slip. If there is no Permission slip the goods will be stored in the Estate Manager's office until the slip is produced.
    2. Ensure that all visitors entering the estate have a valid access code from the resident that they are visiting as well as a valid driver's license.
    3. NO Code means NO Entry. This rule will be strictly adhered to and is applicable to all homeowners, residents, visitors and contractors.
    4. In the case of a contractor requiring multiple entries and exits for one day the 'One Day 24-hour' code must be Issued. The 'Multi Day' code can also be used for contractors' working on site for 2 to 5 days.
    5. If contractors are requiring more than 3 days access for long term projects they will need to see the Estate Manage for facial recognition access for each member of the contractors team.
    6. No packages for residents will be accepted by the guards for keeping in the Gatehouse on a resident's behalf.

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Zimbali 4418

Estate Manager Cell: 067 126 8695
Email: manager@caledonestate.co.za
Managing Agent: info@inspiredmanagement.co.za
Caledon Trustees: trustees@caledonestate.co.za

BOGMORE HOMEOWNERS ASSOCIATION
PET APPLICATION

I, (Full Name) _____

Telephone: H_____C_____W_____

Email Address _____

as the Owner of Property_____Erf NO._____

☐ Do not own a pet

☐ Do hereby request, as a member of BOGMORE HOMEOWNERS ASSOCIATION, to apply for pet approval.

Pet(s) to be registered, ONLY small to medium sized dog breeds will be allowed and certain breeds are not allowed. I confirm that I will adhere to the Conduct Rules in terms of Clause 9 – The Right To Keep And Control Of Pets.
Small breeds are considered under 9 – 10 kg
Medium dogs fall into the 11 – 25 kg

Pet Detail:

Pet type: _____ Pet breed: _____

Pet name: _____ Pet weight: _____

Description: _____

Pet Detail:

Pet type: _____ Pet breed: _____

Pet name: _____ Pet weight: _____

Description: _____

Please attach the following to this application:

- If a tenant applies for permission to keep a pet(s) then, in addition to this form, a letter from the property owner is required, wherein the owner states that he has no objection to the pet(s) application.
- A picture of each pet being applied for.
- A veterinary certificate showing that the pet(s) is/are neutered and that inoculations are up to date, as well as a certificate indicating that the dog breed is a small to medium sized dog breed as per Conduct Rules in terms of Clause 9 The Right To Keep And Control Of Pets.
- List current number and types of pets on the property.

ONLY ONCE WRITTEN APPROVAL HAS BEEN RECEVIED FROM THE BOGMORE HOMEOWNERS ASSOCIATION WILL THE PET BE ALLOWED ON THE ESTATE.

SIGNED AT_____THIS_____DAY OF_____20_____

FULL NAME OF OWNER_____

SIGNATURE OF OWNER_____

Caledon Estate
Lee Barns Boulevard Ballito

PO Box 55
Zimbali 4418

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BHOA PET COMMITTEE
PET APPROVAL

Member Full Name: _____

Unit Nr:_____Stand Nr (Unit No. is sufficient): _____

I confirm that I have received a picture of each pet being applied for. A veterinary certificate showing that the pet(s) is/are neutered and that inoculations are up to date, as well as a certificate indicating that the dog breed is a small to medium sized dog breed. I have evaluated them in the interest of the estate as described in the BHOA Conduct Rules.

Tick relevant box

YES ☐ NO ☐ Signature: _____

BHOA PET COMMITTEE
PET APPROVAL

Tick relevant box

Approved: ☐ Signature:_____Date:_____

Approved with reservations: ☐ Signature:_____Date:_____

Not Approved: ☐ Signature:_____Date:_____

_____

_____

_____

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_____

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BHOA PET COMMITTEE
PET APPROVAL

Members comments and recommendations: _____

_____

_____

_____

Name:_____Date:_____Signature: _____

Members comments and recommendations: _____

_____

_____

_____

Name:_____Date:_____Signature: _____

Members comments and recommendations: _____

_____

_____

_____

Name:_____Date:_____Signature: _____