

Matumi Home Owners Association

A Non Profit Company

Registration Number 1998/000266/08

Rules governing
Bougainvillea Estate

INTRODUCTION

The Matumi Home Owners Association is set up as a Section 21 Company by virtue of the Companies Act, Act 61 of 1973 for which the provisions of the said Act will apply and will have to be observed.

As the Management Committee of the Matumi Home Owners Association we draw your attention to the matter of Estate Rules and the possible alteration thereof.

Section 65(2) of the Companies Act, Act 61 of 1973, states that the Memorandum and Articles of Association shall bind the company and the members thereof, to the same extent as if they respectively had been signed by each member, to observe all the provisions of the Memorandum and Articles, subject to the provisions of this Act.

Article 4 of the Articles of Association stipulates that when a person becomes a registered owner of any property, he shall *ipso facto* become a member of the company.

Article 9 states that a registered owner of a property may not resign as a member of the company.

Article 11 stipulates that the directors may from time to time make levies upon members for the purpose of meeting all the expenses which the company may have or which the directors reasonably anticipate the company will incur in the attainment of its objects or in the pursuit of its business. Such levies shall be payable by the members monthly in advance.

Article 14 stipulates that subject to any restriction imposed or direction given at a general meeting of the company, the directors may from time to time make rules which may include house rules as are stipulated in sub-articles 14.1 to 16.3.

The Management Committee trusts that every resident will read the rules carefully and give their full co-operation by abiding by the rules to ensure and improve the standard of living of all residents. We emphasize that one must keep in mind that the rules are not merely there to penalize people but to protect the residents' lifestyle and interests that are essential for a harmonious way of living in a modern communal society.

Following is a list of rules that have been updated and approved. These rules are effective as from 29 September 2025.

All previous rules are repealed herewith. Matumi Home Owners Association will not be liable for any financial losses incurred as a result of invalid rules.

1. ARCHITECTURAL REQUIREMENTS

1.1 Requirements

- 1.1.1 As Bougainvillea Estate is an upmarket development, architectural requirements are essential to protect both the character and value of your investment in the estate.
- 1.1.2 The architectural requirements form a part of purchase agreements and are imposed and enforced by the Aesthetic sub-committee of the Matumi Home Owners Association.
- 1.1.3 The Matumi Home Owners Association, in addition to any other remedy, is entitled to impose fines in respect of approved building plan deviations, at a rate as determined by the directors. Owners will be notified in writing of any breaches in architectural design and to the changes needed to rectify same. Failure to effect the changes by the date specified in the written notice will lead to fines and/or legal action.
- 1.1.4 The Matumi Home Owners Association reserves the right to amend the aesthetic requirements.

1.2 Building Plans Approval Process for New Dwellings, Improvements and Additions

- 1.2.1 Building plans, as well as plans for improvements or additions, must be submitted to the Aesthetic sub-committee directly at the offices at 33 Kreupelhout Street, Bougainvillea Estate, during office hours. (Mondays to Thursdays from 08h00 to 16h00 and Fridays from 08h00 to 12h00)
- 1.2.2 Stage 1: Conceptual Design and Sketch Plans
 - 1.2.2.1 Two copies must be submitted to the Aesthetic sub-committee.
 - 1.2.2.2 One copy must be coloured and will be retained by the committee.
 - 1.2.2.3 A scrutiny fee of R 1 250-00 must accompany the plans. This is payable to Matumi Home Owners Association.
 - 1.2.2.4 The designer may be requested to address the Aesthetic sub-committee personally on specific queries.

- 1.2.3 Stage 2: Council Submission/Working Drawings
- 1.2.3.1 After obtaining stage 1 approval, working drawings should be drawn up in accordance with national building regulations and local authority's requirements.
- 1.2.3.2 The name of the proposed building contractor should be indicated on the stage 2 plans. All building contractors must be members of the NHBRC and a copy of their membership certificate must be provided to the Aesthetic sub-committee together with 2 plans. The Matumi Home Owners Association will approve architects and building contractors.
- 1.2.3.3 Four copies should be submitted for approval, one in colour. The Aesthetic sub-committee will retain one copy; the remaining three will be returned to the applicant with stamped approval/comments.
- 1.2.3.4 Having received Matumi Home Owners Association's approval, the plans must be submitted to the local authority (City Council) for their approval. Once obtained, construction may commence in accordance with building by-laws, national building regulations and estate rules.
- 1.2.4 Rubble Removal Deposit
- 1.2.4.1 A rubble removal deposit of R 8 000-00 must be paid by the building contractor or the owner to Matumi Home Owners Association on submission of stage 2 drawings to the Aesthetic sub-committee and cheques must be payable to Matumi Home Owners Association.
- 1.2.4.2 This is a refundable deposit, which will only be returned upon written request and after an inspection by members of the Aesthetic sub-committee. This deposit will be used to cover the costs of replacing grass/trees damaged during building and the removal of rubble left on sidewalks or adjacent stands. The deductions made from the deposit, before refund, are at the sole discretion of the Management Committee. No deposit will be reimbursed before a certified copy of an occupation certificate of the property is supplied.
- 1.2.5 Additions or Alterations
- 1.2.5.1 Sketch plans and working drawings with a scrutiny fee of R 750-00 should again be submitted to the Aesthetic sub-committee. The same design criteria as herein contained for the main structure will apply. The fee is payable to Matumi Home Owners Association.
- 1.2.5.2 Where additions and/or alterations have not commenced within one year of date of approval of the plans by Matumi Home Owners Association, such initial approval will lapse, and the plans will have to be re-submitted to the Aesthetic sub-committee for re-approval.

1.3 Information Required on Drawings

- 1.3.1 Stage 1 Drawings
- 1.3.1.1 A location plan identifying the site.
- 1.3.1.2 A tabulated summary clearly stating the use-zoning of the stand and indicating permissible and actual coverage, height, density, restricted building areas and parking requirements applicable to the stand.
- 1.3.1.3 A site plan (1:200 or 1:500) clearly indicating the proposed placing of the new building or additions in response to a site analysis study and including the following information:
- i) stand number
 - ii) street address
 - iii) contours
 - iv) north point
 - v) site boundary dimensions
 - vi) building lines
 - vii) servitudes
 - viii) existing trees/vegetation
 - ix) siting of service areas
 - x) open garden space
 - xi) terraces
 - xii) distances from boundaries and adjoining structures
 - xiii) overlooking of neighbouring properties
 - xiv) proposed vehicular circulation
 - xv) entrances to site
 - xvi) refuse collection and parking
 - xvii) storm water attenuation and flood lines
 - xviii) boundary wall
 - xix) cut-and-fill planes.
- 1.3.1.4 Floor plans (1:100 or 1:50) must indicate the proposed use and size as well as floor finishes of all rooms and spaces.
- 1.3.1.5 Sections (1:100 or 1:50) must indicate the height of all structures, building lines, finished floor levels and site slopes.
- 1.3.1.6 Elevations should clearly indicate treatment of the building exterior, materials and the colours of roofs and walls, including perimeter walling/fencing. Predominant walls may not be painted in primary and secondary colours. Elevations must include a reference datum point, ground floor lines and cut-and-fill lines.

1.3.2 Stage 2 Drawings

- 1.3.2.1 Working drawings in accordance to previously approved sketch plans must be submitted to the Aesthetic sub-committee prior to submission to the local authority.
- 1.3.2.2 National building regulations and local authority requirements apply.

1.4 Town Planning Controls

1.4.1 Matumi Home Owners Association restrictions apply in addition to the national or local authority building regulations.

1.4.2 The maximum density is one dwelling per stand, except for stands of more than 800 m² (subject to local authority approval).

1.4.3 Coverage and Minimum Size

- 1.4.3.1 Coverage is the ground area covered by roofed portions of the house, including covered patios, garages etc.
- 1.4.3.2 No loose standing outbuildings allowed, i.e., one integrated building per stand.
- 1.4.3.3 The coverage of single-storey dwellings shall not exceed 60% of the area of the stand.
- 1.4.3.4 The ground-floor coverage of a double-storey dwelling must not exceed 50% of the stand area. The first floor must not exceed 30% of the stand area, which will include all roofed-areas on first-floor level, inclusive of staircases, double volume areas and covered balconies.
- 1.4.3.5 The minimum size of any dwelling shall be 150 m² (excluding garages, outbuildings and covered patios).

1.4.4 Height Restrictions

- 1.4.4.1 Double-storey houses should take adjacent residents' privacy into account.
- 1.4.4.2 Not more than 2 storeys shall be erected on top of each other.
- 1.4.4.3 The height of any part of the structure shall not exceed 8.5 meters above the natural ground level.
- 1.4.4.4 As far as possible, balconies of double-storey dwellings overlooking onto private areas of neighbours will not be permitted unless written approval of neighbours concerned are obtained.
- 1.4.4.5 Loft rooms' height restriction 6.5 meters. Loft rooms must be integrated into a conventional roof structure and may not have external balconies.
- 1.4.4.6 Single storey height restriction 6.5 meters.

1.4.5 Building Lines

- 1.4.5.1 Street boundary: Single storey: 3.5 meters / Double storey: 3.5 meters
- 1.4.5.2 Side boundary: Single storey: 1.75 meters / Double storey: 3 meters
- 1.4.5.3 Rear boundary: Single storey: 2.25 meters / Double storey: 3.75 meters
- 1.4.5.4 Relaxation of boundaries granted at the sole discretion of the Matumi Home Owners Association subject to neighbours' and local authority's written approval.

1.4.6 Construction Time Limits

- 1.4.6.1 Construction must start within 12 successive months after registration of the property into the name of a first buyer and should be completed within 9 successive months of the approval of working drawings by the Aesthetic sub-committee. If a stand is sold to another owner, construction must start within 6 successive months after registration of the property into his/her name and should be completed within 9 successive months after the approval of working drawings by the Aesthetic sub-committee.
- 1.4.6.2 The levy for vacant stands, where construction has not commenced within the construction time limits as per rule 1.4.6.1, will be R 2 500-00 per month.

1.4.7 Erection of Stand Boundaries

- 1.4.7.1 Approved quality steel palisade fences and low picket-style fences are allowed.
- 1.4.7.2 Plain precast walling, wire mesh fencing and cane screening or fencing are not permitted.
- 1.4.7.3 Boundary walls must be built with face-bricks or plastered and painted stock bricks. Walls must have the same finish on both sides. Both options shall be subject to the approval of the Matumi Home Owners Association.
- 1.4.7.4 All other options shall be subject to the approval of the Matumi Home Owners Association.
- 1.4.7.5 Garages facing onto the street must be set back 3.5 meters from the stand boundary to allow parking space in front of it.
- 1.4.7.6 The cost of paving entrances to properties on cul-de-sac streets is for the account of owners making use thereof. Entrances must be paved before occupation of a dwelling can be affected.

1.5 Prohibited Building Materials and Constructions

- 1.5.1 Unpainted plastered or unplastered stock brick walls.
- 1.5.2 Unpainted or reflective metal sheeting.
- 1.5.3 Precast concrete walls.
- 1.5.4 Razor wire, security spikes and electrical fencing.
- 1.5.5 Lean-to's, carports, shade-cloth carports and any other construction not indicated on the original plans.
- 1.5.6 Gazebos or any other garden accessories may be used only for enhancement or entertainment and not for any other purpose. Shade cloth gazebos are not permitted.
- 1.5.7 Cane, shade cloth and wire mesh screening and/or fencing is not allowed on side gates, main gates, front walls or palisade fencing or any other open areas.
- 1.5.8 Thatched roof lapa's are not allowed unless originally built and handed over by the developer. Should a thatched roof lapa be demolished, it may not be replaced.
- 1.5.9 Should the thatched roof of a lapa need to be replaced, it must be replaced with Harvey tiles.
- 1.5.10 Written permission must be obtained for the erection of new lapa's.
- 1.5.11 Written permission must be obtained for the erection of shade sails. Shade sails must be maintained on a continuous basis to ensure that they always appear neat. Shade sails may not be erected in front of residences.

1.6 Design Requirements

1.6.1 General

- 1.6.1.1 Aesthetics of the design of parapets, fascia's, roof trim, guttering and roofing materials will in general be considered. The colour of gutters must match the colour of the main structure. Raw, unpainted gutters are not allowed.
- 1.6.1.2 All external colours and finishes to be specified. Predominant walls may not be painted in primary and secondary colours.
- 1.6.1.3 Awnings, blinds etc. should be clearly shown and annotated.
- 1.6.1.4 Solar heating panels should be incorporated into the building. Solar geysers and/or any other solar devices or equipment must be sighted out of street view. Sketch plans must be submitted to the office of the estate for approval for the installation of wall-mounted and/or external geysers. Sketch plans must clearly indicate the height and position of geysers.
- 1.6.1.5 Additions to the main structures should match the original style and design.
- 1.6.1.6 Staff accommodation and kitchens should open onto a screened yard or patio.
- 1.6.1.7 As far as possible, no windows on the upper storey should overlook living spaces of adjacent properties.
- 1.6.1.8 All exposed plumbing and washing lines must be concealed from street view.
- 1.6.1.9 Water tanks and recycling bins must be concealed from street view.

1.6.2 Roofs

- 1.6.2.1 Pitched roofs to be tiled.
- 1.6.2.2 Powder-coated corrugated roofs may be considered.
- 1.6.2.3 Flat roofs of dwellings to be painted and concealed.

1.6.3 Walls

- 1.6.3.1 Face-brick or plaster and paint to approved colour.
- 1.6.3.2 Plastered boundary walls must be painted in the same colours as the main structure.

1.6.4 Windows and Doors

- 1.6.4.1 To suit the style of house.
- 1.6.4.2 Garage doors wood or powder-coated metal.
- 1.6.4.3 External gates subject to approval.

1.6.5 Waste & Sewerage pipes

- 1.6.5.1 To be concealed from street view.

- 1.6.6 Signage
- 1.6.6.1 Stand or street number signs permitted.
- 1.6.6.2 All other signs are subject to approval.
- 1.6.7 Paving
- 1.6.7.1 All paving is subject to approval.
- 1.6.7.2 Tarmac and “chip and spray” are not permitted.
- 1.6.7.3 Asphalt is permitted, subject to prior approval from the management committee.
- 1.6.8 Prefabricated Constructions
- 1.6.8.1 Wendy Huts, tool sheds, jungle gyms and/or any other self-standing structures may only be erected with the express written permission of the Board and shall meet the requirements as stipulated by the Board. Any such objects which are not effectively screened from neighbouring properties and street view and/or considered by the Board as unsightly or to the detriment of the aesthetic appearance of the estate, the member shall be required to immediately comply with the request of the Board to remove such objects from his/her property.
- The following provisions shall apply when a member wishes to erect a Wendy hut, tool shed, jungle gym and/or any other self-standing prefabricated structure:
- 1.6.8.2 If the intended structure exceeds an overall height of 1.8 meters from ground level, the application referred to in clause 1.6.8.1 above must be accompanied by the adjacent neighbours’ written consent.
- 1.6.8.3 The adjacent neighbours’ written consent will be considered by the Board when considering the merits of such an application as referred to in 1.6.8.1 and 1.6.8.2.
- 1.6.8.4 Wendy huts may only be used as storage for garden or building tools, garden or building material or as a play area (doll’s house). Under no circumstances may a Wendy hut or a doll’s house be used as sleeping quarters.
- 1.6.8.5 Wendy huts must be maintained on a continuous basis to ensure that they always appear neat.
- 1.6.8.6 Contravention of any of the abovementioned rules will be penalized with a fine of R 5 000-00 (Five Thousand Rand) per incident.
- 1.6.9 Architect Consultation
- 1.6.9.1 It is advisable that owners and their architects consult with the Aesthetic sub-committee prior to submission of plans.

1.7 Landscaping

One month after construction of a dwelling has been completed, the sidewalk as well as the garden must be grassed, leveled and maintained. Failure to comply with this rule will result in the Management Committee contracting labour to rectify the matter. Cost will be debited against the owner’s account.

1.8 Control of Building Activities

- 1.8.1 Rules relating to the activities of building contractors are there to ensure that all activity occurs with the least possible disruption to residents.
- 1.8.2 Legal Status
- 1.8.2.1 The rules governing building activity have been adopted by the Matumi Home Owners Association and are binding on all owners.
- 1.8.2.2 Each owner is obliged to ensure that his building contractor is made aware of the rules and complies with it.
- 1.8.2.3 The owner will be held responsible for any deviation of the rules by the contractor.
- 1.8.2.4 The contractor must undertake in writing to comply with the above rules in addition to any further controls that may from time to time be instituted by the Home Owners Association.
- 1.8.2.5 The rules must be included in any building contract.
- 1.8.2.6 The Management Committee has the right to suspend any building activity in contravention of the rules and accepts no liability whatsoever for any losses sustained by a resident/owner/contractor as a result thereof.
- 1.8.3 Building Rules
- 1.8.3.1 Building and any other construction work is only allowed between 07h00 and 17h00 on weekdays and 07h00 and 13h00 on Saturdays. In this regard, please refer to rule 3.4.8.
- 1.8.3.2 No building activity is allowed on Sundays, Public holidays, Easter weekends and from 15 December to 5 January.
- 1.8.3.3 No workmen may sleep on site.
- 1.8.3.4 All the contractor’s workers and/or sub-contractor’s workers must abide by the estate security rules.

- 1.8.3.5 The contractor shall provide facilities for rubbish disposal and ensure the workers use the facility provided. Rubbish to be removed weekly and not to be burnt on site.
 - 1.8.3.6 Site to be kept clean. Excess soil and rubble may not be dumped on any vacant stands and must be removed from the estate.
 - 1.8.3.7 No building material is allowed to remain on the roadway and sidewalk, and it is the contractor's responsibility to clean the roadway or sidewalk of such materials. Sand or rubble washed or moved onto the road or sidewalk must also be cleaned every Friday before 17h00.
 - 1.8.3.8 The maximum allowable mass of delivery vehicles will be 12 000 Kg and may not exceed 13 meters in length.
 - 1.8.3.9 Deliveries from suppliers should only be scheduled during times as stipulated in 1.8.3.1.
 - 1.8.3.10 The contractor must provide toilet facilities for his workers.
 - 1.8.3.11 Building boards to comply with Matumi Home Owners Association.
 - 1.8.3.12 Owners and contractors will be held responsible for any damage caused by building operations.
 - 1.8.3.13 Should Matumi Home Owners Association have any concerns as to a contractor's conduct, it reserves the right to, at any time and without notice, suspend building activity until such undesirable conduct is rectified.
 - 1.8.3.14 Water for construction may only be drawn off the owner's stand from approved and metered water connections.
 - 1.8.3.15 The contractor must undertake, in writing, to comply with the above rules in addition to any further controls that may from time to time be instituted by the Management Committee, and to ensure compliance by any sub-contractor employed by the contractor.
- 1.8.4 Fines related to Building Activities
- 1.8.4.1 Workmen sleeping on site: R 500-00 per worker per night.
 - 1.8.4.2 Building sites and surrounding areas (streets/neighbouring stands) not kept clean and tidy: R 500-00 per incident plus cost of cleaning.
 - 1.8.4.3 Other violations of the stipulated building rules: R 500-00 per incident plus other relevant costs.

1.9 Townhouse Developments

- 1.9.1 Plans for additions and/or alterations for Bougainvillea Mews and Garden must be approved by the Aesthetic sub-committee prior to City Council approval.
- 1.9.2 The design and style of additions and/or alterations will be critically analyzed to ensure that they complement the estate's general aesthetics.
- 1.9.3 Special attention must be given ensuring the privacy of neighbouring stands.
- 1.9.4 External walls surrounding Bougainvillea Mews and Garden are to match the estate perimeter walls.
- 1.9.5 All internal services, including water, sewerage, storm water and electrical must be designed to link up with the estate's services and are subject to the approval of the Matumi Home Owners Association or any consultants employed/contracted by the Association.
- 1.9.6 Roof canopies, window frames, downpipes, fascia boards, side gates, pillars, plastered areas of walls and paving of all residences to be painted in the same colour as determined by the Home Owners Association and are subject to availability of brand and colour of paint.
- 1.9.7 Prior approval must be obtained for the erection of a carport and will be subject to the same design criteria of existing carports.
- 1.9.8 All rules in this document are *mutatis mutandis* applicable to owners and other residents.

2. ESTATE RULES

2.1 Traffic

- 2.1.1 The speed limit within the boundary walls of the estate is 40 km/h.
- 2.1.2 No under aged or unlicensed persons are allowed use of the roads on motorized vehicles.
- 2.1.3 Vehicles are only allowed to drive in the streets or specially demarcated areas.
- 2.1.4 Parking is allowed on the western and eastern side of the park for light passenger vehicles only and for residents and their visitors making use of the facilities in the park. Residents making use of the parking facilities to store/park vehicles on a temporary, regular or overnight basis is not allowed. These parking facilities may not be used for parking of trucks, busses or any other commercial or construction vehicles.
- 2.1.5 Motorists should always drive with extreme caution.

- 2.1.6 The riding of mini motorized bikes and quadbikes in the estate is prohibited.
- 2.1.7 Only licensed and roadworthy vehicles, which have been permitted to be operated on public roads, are allowed to be used in the estate.
- 2.1.8 Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.
- 2.1.9 Tailgating in and out of the estate is strictly forbidden.

2.2 Park and Recreational Areas

- 2.2.1 Littering is prohibited.
- 2.2.2 Lighting of fires for braais only in specifically demarcated areas.
- 2.2.3 The use of alcohol is limited to users of the clubhouse and social functions at the braai areas which were approved by the management committee.
- 2.2.4 Music players and/or radios are not allowed to be used in the park.
- 2.2.5 No functions and/or social gatherings will be allowed in the park after 23h00.
- 2.2.6 No flora may be removed from recreational areas.
- 2.2.7 Trapping or shooting of fauna is not permitted.
- 2.2.8 Ball sports are not allowed in any area of the park.
The circle on the south side of the park, across the street, may not be used for ball sports.

2.2.9 Swimming Pool

- 2.2.9.1 Swimming pool hours are from 10h00 until 19h00. The swimming pool will be closed during the winter months from the 1st of May and will open again on the 1st of September.
- 2.2.9.2 Proper swimming clothes must be worn when using the swimming pool. Swimming in underwear or swimming naked is strictly forbidden.
- 2.2.9.3 No children under the age of 12 years are allowed to use the swimming pool facilities without adult supervision.
- 2.2.9.4 The pool is only for the use of residents and their visitors.
- 2.2.9.5 Glass bottles, any other glass objects, any sharp or any other objects that can cause injury are prohibited within the fenced area.
- 2.2.9.6 Keep the swimming pool gate closed at all times even when using the pool.
- 2.2.9.7 The residents using the pool area do so entirely at their own risk at all times.

2.2.10 Tennis Court

- 2.2.10.1 Tennis shoes must be worn on the tennis court. No bicycles/scooters/roller skates etc. are allowed on the court.
- 2.2.10.2 Players using the court after 18h00 must ensure that the lights are switched off after they have played.
- 2.2.10.3 No play will be allowed after 22h00.

2.2.11 Clubhouse

- 2.2.11.1 The clubhouse facilities are available to residents for social functions, restricted to 60 guests.
- 2.2.11.2 A deposit of R1 000-00 plus a rental fee of R 500-00 is payable for social affairs. Bookings will only be made when the relevant contract has been signed and the deposit has been paid. The deposit is refundable at the sole discretion of the Matumi Home Owners Association.
- 2.2.11.3 The clubhouse will not be available to rent the day before a confirmed booking, on Public Holidays and from 15 December to 15 January.
- 2.2.11.4 Music must not be loud. No amplifiers are allowed. This also applies to any open and surrounding area outside the clubhouse building.
- 2.2.11.5 Functions at the clubhouse must end by 19h00 from Mondays to Sundays. Failing this, the deposit will be retained. Further penalties of R 1 000-00 per hour or portion thereof will be levied in the event of the function continuing after the time mentioned above.
- 2.2.11.6 No parking of vehicles is allowed on the grass, not even to unload. The parking facility on the western and eastern side of the park must be used.
- 2.2.11.7 No banners, balloons or any other materials may be attached or fixed to the walls on the inside of the clubhouse.
- 2.2.11.8 Should any of the equipment, furniture or curtains and fittings be damaged or soiled, the full deposit will be retained.
- 2.2.11.9 No equipment, furniture or any other fittings may be removed from the clubhouse or the toilets.

- 2.2.11.10 The keys for the clubhouse must be returned by 12h00 am on the day following the rental period.
- 2.2.11.11 Sleeping overnight in the clubhouse is not permitted.
- 2.2.11.12 Smoking in the clubhouse is strictly forbidden.
- 2.2.11.13 No function, braais or any other gathering shall be organized at the recreational area without previous consent of the Management. This is necessary to prevent possible embarrassment of more than one function taking place simultaneously.

2.2.12 The Matumi Home Owners Association accepts no responsibility for any loss, damage, injury or any other misfortune caused or arising from the utilization of any facilities on this recreational area, whether caused by the negligence of the company or of their officials.

2.3 Maintenance of Gardens, Sidewalks, Residencies and Environment

- 2.3.1 Appropriate cleaning, maintenance and repairs to sidewalks, gardens in and around the residence, fences, swimming pools, walls and buildings should be performed, failing which the Management Committee, at the cost of the owner concerned, will affect it.
- 2.3.2 Grass and edges must be cut, trimmed and weeded on a weekly basis.
- 2.3.3 Garden beds must be cleaned and weeded on a weekly basis. Dead plants must be removed and replaced.
- 2.3.4 Each owner is responsible for maintaining the area between the curb and the boundary of his property and ensuring that it is weeded and in a clean and pleasing condition.
- 2.3.5 Owners of houses adjoining the security wall must always make sure that no trees or shrubs or any other objects touch the electric wires of the security fence. This causes failure in the operation of the security system.
- 2.3.6 No holes may be made through the security wall except for storm water drainage. Ignorance of the contents of this paragraph shall be penalized with fines without written warning.
- 2.3.7 Owners must keep vacant stands clean. Failure to do so will result in cleaning by the Management Committee at the cost of the owner concerned.
- 2.3.8 Caravans, washing lines, trailers, boats, canopies, garden and building or any other construction material (scaffolding etc.) and mechanical equipment or parts thereof as well as pet accommodation must be screened from street view.
- 2.3.9 Laundry, blankets, bed sheets, carpets etc. may not be hanged over balconies, side gates or boundary walls and must be sighted out of public view at all times.
- 2.3.10 The parking of trucks, busses or any other commercial and construction vehicle in front of a residence is prohibited.

2.4 Pets

- 2.4.1 Owners and tenants are limited to either two dogs or two cats or one dog and one cat per dwelling. A monthly fine of R 750-00 will be imposed for every pet in excess of the prescribed limit.
- 2.4.2 All residents have the responsibility to ensure that their pets are not the cause of disturbances at any time.
- 2.4.3 In the case where a dog causes a disturbance or a nuisance with constant or excessive barking, howling or whining, neighbours must address the problem between themselves or alternatively report the disturbance to the City of Tshwane's Environmental Health Practitioner at (012) 358-4656 or ehonestop@tshwane.gov.za
- 2.4.4 Complaints to the management committee about excessive barking of dogs must be submitted in writing and accompanied by video footage over a continuous period of 5 days as supporting evidence. Video footage must clearly indicate dates and times. Where video footage cannot be obtained, written complaints must be submitted by all the neighbours adjacent to the property where the disturbance originates from.
- 2.4.5 Complaints about pets, other than mentioned in 2.4.3 and 2.4.4, must be submitted in writing to the management committee, who will discuss and consider the problem and bring it to the attention of the pet's owner if necessary.
- 2.4.6 Dogs will not be allowed into open areas or streets without the use of a leash and owners will be responsible for cleaning of fouling.
- 2.4.7 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without tags will be handed to the SPCA.
- 2.4.8 Pets may under no circumstances be left on a premise for a maximum period exceeding 24 hours without adequate and responsible human supervision. Should a resident be out of town for a period exceeding 24 hours, whether for business responsibilities, weekend break away, school holidays or any other vacation period, pets must be accommodated in kennels or placed in the care of family or friends.
- 2.4.9 Poultry, pigeons, aviaries, wild animals or livestock may not be kept within or brought into the estate.

- 2.4.10 Written warnings will be handed to owners/residents who do not comply with these rules, thereafter a penalty of R1500-00 per pet per incident will be imposed.
- 2.4.11 The Management Committee may, at the cost of the owner, remove any animal, if it becomes a problem or if clauses 2.4.1 and 2.4.6 to 2.4.9 are violated.

2.5 Letting and Reselling of Property

- 2.5.1 An owner must inform estate agents of the estate rules so that they in turn can inform prospective buyers/lessees thereof.
- 2.5.2 The owner of a property must give the Matumi Home Owners Association advance written notification of the buyers or lessee's name and contact number. In the case of a lessee, a copy of the lease agreement must be submitted.
- 2.5.3 The owner must ensure that the buyer/lessee is informed of the rules governing the estate and receives a copy thereof as well as any other applicable administrative regulations. The lessee must agree to be bound by such rules in terms of any lease agreements.
- 2.5.4 A fine of R 2 500-00 will be imposed if estate and/or leasing agents do not ensure that prospective buyers and/or lessees are aware of the content of rule 2.4.1 regarding the prescribed number of pets allowed per dwelling. Fines will be for the account of the owner.
- 2.5.5 Penalties levied as a result of a lessee contravening any rule will be payable by the owner.
- 2.5.6 Where tenants continuously breach the rules and regulations of the estate, the owners may be requested to terminate the lease agreement.
- 2.5.7 No property may be leased or utilized for the purpose of a commune.
- 2.5.8 A Clearance Certificate must be obtained from the Management Committee prior to any transfer of a property. Clearance Certificates will not be released if any money is owed to the Home Owners Association with regards to the said property in transfer. This may include but is not limited to levies, special levies, penalty levies, fines and legal fees. The release of the Clearance Certificate will also be subject to an aesthetic inspection by the management committee. Should the property not adhere to the aesthetic requirements of the Home Owners Association, the owner will be requested to rectify the non-compliance issues, or the new owner will be requested to undertake, in writing, to rectify the non-compliance issues within 30 days after registration.
- 2.5.9 The member must ensure that a sale agreement contains the following clauses regarding membership to the Home Owners Association and Conditions of Title:
 - 2.5.9.1 The purchaser acknowledges that upon registration of the property into his/her name, he/she becomes a member of the Matumi Home Owners Association and will be bound by the Memorandum and Articles of Association.
 - 2.5.9.2 The following conditions have been imposed by the Developer and will be inserted as conditions of title in the Deed of Transfer of the original and subsequent purchasers:
 - i) All owners of an erf or, in the case of a sectional title development, all bodies corporate, shall become and remain a member of the Matumi Home Owners Association and subject to its Memorandum and Articles of Association until they cease to be an owner of an erf. Neither the erf nor any interest therein shall be transferred to any person who has not bound himself to become a member of the Matumi Home Owners Association.
 - ii) The owner of an erf or of any interest therein shall not be entitled to transfer the erf or any interest therein without Matumi Home Owners Association confirmation and compliance with the provisions of the Articles of Association.
- 2.5.10 Estate agents must operate on a "by appointment" basis and personally accompany prospective buyers.
- 2.5.11 Estate agents may not erect more than one (1) advertising board per agent per house/erf, failing the management committee will remove the boards. Estate agent boards must be removed within 30 days of a property been sold.
- 2.5.12 Estate agents may not erect advertising boards in any of the recreational areas, park or any other communal area. Advertising boards are restricted to sidewalks in front of properties to be sold. This also applies to houses on show and/or on auction and to let.
- 2.5.13 City Council regulations apply to the erection of advertising boards on the sidewalk in Bougainvillea Avenue. Advertising boards may not be erected on either side of the entrance to the estate in Bougainvillea Avenue. Any advertising boards causing a hindrance for oncoming traffic in both directions in Bougainvillea Avenue will be removed without prior notification.
- 2.5.14 Estate agents are not allowed to perform "door-to-door"-marketing or the distribution of flyers in the estate. Failure to adhere to these restrictions may result in refusing the agent access to the estate.
- 2.5.15 Estate agents must provide proof that they are indeed registered agents and must follow procedures 3.3.1 to 3.3.5.

2.6 Noise Control

- 2.6.1 Normal hours are from 06h00 to 18h00 on weekdays and 07h00 to 16h00 on Saturdays. All other hours (times) and Public Holidays are determined as Private Time.
- 2.6.2 Power tools, lawnmowers and the like may only be operated during normal hours. Garden and other minor construction and maintenance work or any other noisy activities must only be performed during normal hours.
- 2.6.3 Generators may only be operated during municipal outages and national loadshedding between 04h30 and 22h00. Generators must be turned off from 22h00 to 04h30. In the event of a power failure during "Private Times" as per rule 2.6.1, generators must not be a hindrance to neighbours.
- 2.6.4 Music or any other social activity should not disturb the tranquility of the estate or adjacent neighbours' privacy.
- 2.6.5 No activity or hobby that would cause aggravation or nuisance may be conducted.
- 2.6.6 No fireworks are to be ignited within the boundaries of the estate.
- 2.6.7 Contravention of any of the abovementioned will be penalized with a fine of R 5 000-00 (Five Thousand Rand) per incident without warning.

2.7 Levies

- 2.7.1 All owners must pay levies as determined by the Matumi Home Owners Association.
- 2.7.2 The General Members Meeting or Special Members Meeting must validate any adjustment to the levy payable.
- 2.7.3 Levies are payable in advance through the administrative agents (currently Bougainvillea Administration Services). Levies, penalty levies, fines and other amounts owed to the company, as described in 2.8.2 hereunder, must be received in full on or before the seventh day of each month.
- 2.7.4 Amounts that are not settled in full by the seventh of each month will attract a penalty levy or fine of R 50-00 per month irrespective of the amount outstanding. Statements are sent out monthly and non-receipt of a statement cannot be used as an excuse for past due payment of levies, penalty levies, fines or any other debt to the company.
- 2.7.5 Owners with arrear levy accounts will not have the privilege to use the entrance and exit lanes dedicated to residents of the estate. Their fingerprint access will be suspended on the readers at the entrance and exit lanes and will only be re-instated when the levy account is settled in full. Such owners will have to use the visitor's entrance and exit lanes and the same procedures as for visitors will be followed. Where the property is leased by the owner, the fingerprint access of the lessees will be suspended and the same procedure for entrance and exit will apply as stated above until the owner has settled the account in full.
- 2.7.6 Properties that are in the process of transportation and where cancellation figures have already been given to the transport attorneys will be excluded from the penalty levy or fine.
- 2.7.7 Interest will be raised on all accounts in arrears including penalties.
- 2.7.8 In the event of non-payment of levies or any other debt to the company, legal action will be taken. The member will be responsible for the payment of all legal costs for commencement and completion of the said action on a scale as between attorney and client.
- 2.7.9 The registered owner of a property agrees in terms of the rules of Matumi Home Owners Association, that in the event of the monthly levies being outstanding in an amount in excess of an amount equal to four months' levies, the Matumi Home Owners Association shall be entitled to obtain a specific order from the Court of Law to declare the property specifically executable and will be entitled after judgment is granted by a Court of Law to sell the relevant property in execution subject to the Rules of the Court.
- 2.7.10 Every member is obliged to notify the company in writing of his/her preferred correspondence address and any changes thereof.
- 2.7.11 The erf of an owner shall be regarded as his *domicilium et executande* until such time that he informs the company by registered post of his chosen domicilium address. All notices or services will be affected to one of the known addresses.
- 2.7.12 A full levy is payable for each property. If two erven have been consolidated, which may not be done without the express written permission of the Matumi Home Owners Association, two levies are payable, but the consolidated property will only have one vote.
- 2.7.13 If a property is registered in the name of more than one person, only one vote is applicable.

2.8 Fines

- 2.8.1 The company may impose fines for breaching of any of the rules. Failure to comply with any of the estate rules will result in a written warning and if transgressions continue, a fine will be imposed.
- 2.8.2 Fines and penalties will be debited against the levy account and be regarded as amounts owed to the company. These amounts include, but are not limited to the monthly levy, special levies, interest, collection costs as well as legal costs on an attorney and client scale.
- 2.8.3 A penalty for past due payment will be charged as stipulated under 2.7.4 above and will include any other amounts owed to the company.
- 2.8.4 Contravention of any of the rules may result in fines of up to R 5 000-00 (Five Thousand Rand) per incident depending on the seriousness of the contravention.

3. SECURITY MEASURES AND PROTOCOLS

3.1 Introduction

Security is an extremely high priority in Bougainvillea Estate and as such should be regarded with precedence.

Matumi Home Owners Association has contracted the services of a security services provider to reduce the risk of loss or damage caused by theft, burglary, vandalism or arson and to exercise access control to the estate.

- 3.1.1 Estate security protocols are binding on all owners, residents, their guests and employees, building contractors and their employees as well as estate agents and visitors and must always be adhered to.
- 3.1.2 Failure to comply with security protocols will be seen in a profoundly serious light and will result in fines at the discretion of the Management Committee.
- 3.1.3 Only designated members of the Management Committee may issue instructions to the guards.
- 3.1.4 Residents are requested to always treat the security staff in a co-operative and patient manner and to abide by the estate access control rules.
- 3.1.5 Residents may under no circumstances issue guards with special instructions relating to access control of visitors and/or deliveries that is not in accordance with normal security measures and protocol.
- 3.1.6 Should a resident request a security guard to receive a parcel or any other delivery on his/her behalf, they do so entirely at their own risk and the directors, management committee and the security service provider will not be held responsible for any loss incurred due to damage, theft or any other reason whatsoever.
- 3.1.7 Any vehicle or person entering or exiting the estate may be searched for security reasons at any time as may be deemed necessary by the Security Guards.
- 3.1.8 Matumi Home Owners Association, its directors and Management Committee give no warranty or guarantee that the security services provider will be able to reduce or prevent such loss, damage or injury caused by pre-planned and organized crime, which could not be detected or prevented, and shall not be liable for any loss, damage or injury of whatsoever nature.

3.2 Residents

- 3.2.1 All residents must register their fingerprints and photo on the Biometrics Access Control System at the offices of Matumi Home Owners Association at 33 Kreupelhout Street, Bougainvillea Estate. Residents must provide proof of identification by means of their identification book or driver's license. In the case of tenants, a copy of the lease agreement must also be submitted.
- 3.2.2 Residents who did not register their details, prints and photo at the office of the estate must use the visitor's entrance and exit lanes and will be treated as visitors.
- 3.2.3 The guardhouse at the gate is equipped with a telecommunication system with which the guards have telephonic contact with residents. All residents with a normal Telkom landline or a cellphone are requested to complete the necessary forms at the offices of the estate so that the system can be updated with their details. Three telephone numbers can be entered into the system. This will greatly facilitate the control over visitors and deliveries etc.
- 3.2.4 The number of visitors to social functions held at residencies will be restricted to 20 (twenty) visitors per occasion. If more visitors are expected, the host must lodge an application, in writing, with Management 14 days prior to the occasion, clearly stating the purpose of the occasion/meeting to enable Management to carefully consider the matter and to make the necessary arrangements with Security.

- 3.2.5 Should consent be refused, residents may apply to rent the clubhouse and rules 2.2.11.1 to 2.2.11.13 will be applicable. Meetings/social events organized by the Home Owners Association are not subject to the said limitation.
- 3.2.6 The host and guests, whether gathering for a social function at a residency or at the clubhouse, must always strictly adhere to the contents of all the rules of the estate.
- 3.2.7 Residents will be held responsible for any damage caused to any property in the estate by their visitors and/or workers.
- 3.2.8 Residents may under no circumstances employ casual labour seeking work within the boundaries of the estate. Such incidents must be reported immediately to the management committee.
- 3.2.9 If a resident's or his/her visitors' behavior is contrary to the ethos or *boni mores* (moral beliefs and values) of Bougainvillea Estate, the management committee is authorized, after consultation and/or a letter of demand, to impose a fine according to the stipulations of rule 2.8.

3.3 Visitors

- 3.3.1 Visitors must comply with the registration procedures at the gate and always present their driver's license.
- 3.3.2 Visitors will be required to register their fingerprints on the Biometrics Access Control System, which is operated separate from the resident's system.
- 3.3.3 If the details of the resident to be visited have been updated on the telecommunication system, a guard will contact the relevant resident to confirm that the visitors may enter, and the resident will activate the boom by means of pressing 1 on his/her phone.
- 3.3.4 No visitors will be allowed entrance to the estate unless conditions 3.3.1 to 3.3.3 are met.
- 3.3.5 Potential buyers will only be allowed entrance to the estate if accompanied by an estate agent or an owner and if conditions 3.3.1 and 3.3.3 are met.
- 3.3.6 Estate agents must provide proof that they are indeed registered agents and must follow procedures 3.3.1 to 3.3.5.
- 3.3.7 All visitors on foot, bicycle or motorcycle will only be allowed access as per rule 3.3.3.
- 3.3.8 No visitors are allowed to use any facilities on the estate without being accompanied by a resident.

3.4 Contractors, Sub-Contractors and Contract Workers

- 3.4.1 Each contractor must register the fingerprints of their workers on the Biometrics Access Control System at the guard house at the entrance of the estate. No worker will be allowed entrance to the estate by merely providing proof of identification.
- 3.4.2 No contract worker will be allowed entrance to the estate if he is not registered on the Biometrics Access Control System.
- 3.4.3 Contract workers must provide proof of their identification by means of their identification book or a valid passport and work permit (if not a South African citizen).
- 3.4.4 Contract workers must use the pedestrians' entrance only to the estate. In other words, the workers must get out of the vehicle before it enters the estate at the gate and proceed through the pedestrians' entrance.
- 3.4.5 The employers of workers will be fined R 500-00 per incident if workers are found on sites where they are not legally working.
- 3.4.6 If a contract worker is no longer in the employment of a contractor, it is the contractor's responsibility to notify the offices of the estate immediately so that his/her fingerprints can be deleted from the Biometrics Access Control System.
- 3.4.7 Workers will be searched on an *ad-hoc* basis and vehicles entering and leaving the estate may be subjected to a security search at the discretion of the security personnel.
- 3.4.8 Contractors and their workers are only allowed in the estate from 07h00 to 17h00 on weekdays and 07h00 to 13h00 on Saturdays. No contractor, sub-contractor or any other contract worker will be allowed in the estate on Public Holidays and any other times outside the abovementioned times.
- 3.4.9 No building activity or delivery of materials will be allowed outside the times mentioned in 3.4.8 above or during private time as stipulated under "Noise Control" paragraph 2.6.1 of the rules and during the December builders' holiday as stipulated under rule 1.8.3.2.

- 3.4.10 Workers are not allowed to walk across estate lawns and gardens or residential gardens.
- 3.4.11 Contractors must provide the necessary temporary toilet facilities as well as washing facilities to their workers during construction.
- 3.4.12 Permission for work/deliveries within private time will only be granted for critical tasks, (completing of the pouring of a slab, moving etc.) and will be at the sole discretion of the Management Committee.

3.5 Domestic Workers, Garden Workers and Temporary Employment

- 3.5.1 Only two domestic workers per dwelling are allowed. Garages may not be used as sleeping quarters. Application must be made to the Management Committee should the services of an additional worker, for example a caretaker for children, be required.
- 3.5.2 Garden workers are not allowed to sleep on a premise and must enter and leave the estate as stipulated under Noise Control rule 2.6.1.
- 3.5.3 The fingerprints of all domestic workers, garden workers and temporary/casual workers must be registered, by their employer, on the Biometrics Access Control System at the offices of Matumi Home Owners Association at 33 Kreupelhout Street, Bougainvillea Estate. (Registration forms are obtainable from the offices of the estate.)
- 3.5.4 Domestic workers, garden workers and temporary/casual workers must provide proof of their identification by means of their identification book or a valid passport and work permit (if not a South African citizen).
- 3.5.5 No domestic worker, garden worker or temporary/casual worker will be allowed entrance to the estate if he/she is not registered on the Biometrics Access Control System.
- 3.5.6 No worker may walk around seeking employment with other residents in the estate.
- 3.5.7 If a domestic worker, garden worker and/or temporary/casual worker is no longer in the employment of a resident, it is the resident's responsibility to inform the offices of the estate immediately so that the fingerprints can be deleted from the Biometrics Access Control System.
- 3.5.8 All domestic workers, garden workers and temporary/casual workers must abide by the estate security rules.
- 3.5.9 Should Matumi Home Owners Association have any concerns as to a domestic/garden/temporary/casual workers' conduct, it reserves the right to, at any time and without notice, suspend their services until such undesirable conduct is rectified. Matumi Home Owners Association also accepts no liability whatsoever for any losses sustained by a resident or owner as a result thereof.

3.6 Trucks and Delivery Vehicles

- 3.6.1 The driver of a truck or delivery vehicle must comply with the registration procedures at the gate and always present his/her driver's license and he/she will also be required to register his/her fingerprints on the Biometrics Access Control System, which is operated separate from the resident's system.
- 3.6.2 If the details of the resident to be visited have been updated on the telecommunication system, a guard will contact the relevant resident to confirm that the delivery vehicle may enter, and the resident will activate the boom by means of pressing 1 on his/her phone.
- 3.6.3 No truck or delivery vehicle will be allowed entrance to the estate unless conditions 3.6.1 and 3.6.2 are met.
- 3.6.4 All vehicles entering or leaving the estate may be subjected to a security search at the discretion of the security personnel.
- 3.6.5 Service/delivery vehicles in excess of 12 000 kg or longer than 13 meters in length will not be allowed access.
- 3.6.6 No busses or unlicensed vehicles will be allowed access to the estate.

3.7 Garden Services

- 3.7.1 Each garden service contractor must register the fingerprints of their workers on the Biometrics Access Control System at the guard house at the entrance of the estate. No garden worker of a garden services' contractor will be allowed entrance to the estate by merely providing proof of identification.
- 3.7.2 No garden service worker will be allowed entrance to the estate if he is not registered on the Biometrics Access Control System.
- 3.7.3 Garden service workers must provide proof of their identification by means of their identification book or a valid passport and work permit (if not a South African citizen).

- 3.7.4 Garden service workers must use the pedestrians' entrance only to the estate. In other words, the workers must get out of the vehicle before it enters the estate at the gate and proceed through the pedestrians' entrance.
- 3.7.5 The employers of garden service workers will be fined R 500-00 per incident if workers are found on sites where they are not legally working.
- 3.7.6 If a garden service worker is no longer in the employment of a garden service contractor, it is the contractor's responsibility to notify the offices of the estate immediately so that the fingerprints can be deleted from the Biometrics Access Control System.
- 3.7.7 Garden service workers will be searched on an *ad-hoc* basis and vehicles entering and leaving the estate may be subjected to a security search at the discretion of the security personnel.
- 3.7.8 Garden Service Contractors and their workers are only allowed in the estate from 07h00 to 17h00 on weekdays and 07h00 to 13h00 on Saturdays. No Garden Service Contractor or their workers will be allowed in the estate on Public Holidays and any other times outside the abovementioned times.
- 3.7.9 Garden service workers are not allowed to walk across estate lawns and gardens or residential gardens unless they are working on the relevant stands.
- 3.7.10 Garden service contractors may not leave their workers unattended to and must always be under supervision.
- 3.7.11 All the garden service contractors and their workers must abide by the estate security rules.
- 3.7.12 Should Matumi Home Owners Association have any concerns as to a garden service contractor and his workers' conduct, it reserves the right to, at any time and without notice suspend their services until such undesirable conduct is rectified. Matumi Home Owners Association also accepts no liability whatsoever for any losses sustained by a resident, owner or contractor as a result thereof.

4. GENERAL

- 4.1 The estate rules are applicable to and enforceable on everyone entering Bougainvillea Estate. Such persons include all residents, visitors and workers.
- 4.2 These rules may be amended or changed by the directors and/or management committee as circumstances dictate.
- 4.3 "Door-to door"-advertising and the distribution of flyers, by an owner, resident, or any other party, within the estate, is prohibited.
- 4.4 Local government by-laws may not be contravened and will be supported by Matumi Home Owners Association.
- 4.5 No business may be operated or managed from any premises inside the estate. Application to work from home must be submitted in writing to the offices of the estate and will be subject to the approval of the management committee.
- 4.6 Parking on neighbours' property (i.e., lawns and driveways) is not permitted.
- 4.7 Private auctions and/or jumble sales are strictly forbidden.
- 4.8 Slaughtering of animals for religious, cultural or any other purpose is strictly forbidden.

5. DIRECTORS

- 5.1 Article 45 of the Articles of Association states that the directors shall have the power at any time to appoint any other person as a director, either to fill a casual vacancy or as an addition to the board.
- 5.2 Article 65 of the Articles of Association states that, it shall not be necessary for the directors of the company to retire by rotation in any year and a director, once appointed, shall remain in office until he resigns, is removed in terms of Article 48 or until his term of office expires in terms of Article 51 and 52.
- 5.3 The appointment of directors and members of the Management Committee becomes invalid if they fail to attend three successive meetings without apology.
- 5.4 The directors and Management Committee may not incur any expenditure exceeding R 20 000-00 not approved in the Budget except in the case of installing security equipment or contracting security services for the safety of the residents. They also may not enter in any project, which will result into the Matumi Home Owners Association bank account being overdrawn.
- 5.5 A director will not have the right to vote on any item on the agenda where he/she is personally involved.

6. SETTLEMENT OF A DISPUTE

In the event of annoyances, disagreements or complaints, the parties involved should attempt, as far as possible, to settle the matter between themselves, exercising due tolerance, reasonableness and consideration.

Without derogating the right of any party to seek relief on an urgent basis, from any competent court, in the event of any dispute arising with regards to the enforcement of the rules of the estate, Articles of Association of Matumi Home Owners Association, its interpretation and application or as to any other matter arising, shall be resolved as follows:

- 6.1 The aggrieved party shall refer the dispute in writing to the secretary of Matumi Home Owners Association.
- 6.2 If the parties to the dispute cannot resolve the dispute, it shall be referred to the Community Schemes Ombud Service (CSOS) or any other impartial arbitrator for determination in accordance with its rules and subject to the following further provisions:
 - 6.2.1 The arbitration shall be held in Gauteng.
 - 6.2.2 The decision of the arbitrator shall be final and binding upon the parties.
 - 6.2.3 Any party to the dispute shall be entitled to have the arbitrator's award made an order of a competent court and duly enforced.
 - 6.2.4 The arbitrator shall be entitled to make an award regarding the costs pertaining to the arbitration.

**Updated & Effective
29 September 2025**

**Approved at the
Annual General Meeting
on the 29th of September 2025**