

## **Annexure E**

### **ZANDSPRUIT ESTATE HOME OWNERS RULES**

#### **1. INTRODUCTION**

- 1.1 The objective of the Zandspruit Bush and Aero Estate Home Owner's Association (ZEHOA) is to provide a high quality, secure lifestyle for residents within the Bush and Aero Estate. The intention of these rules is to protect and maintain this lifestyle and the ethos of the development.
- 1.2 These rules have been established in terms of the Articles of Association of the ZEHOA. They are final and binding on all owners, residents, visitors and contractors of the estate, as is any decision taken by the ZEHOA in interpreting these rules.
- 1.3 The members of the ZEHOA are responsible for ensuring that members of their families, tenants, visitors, friends, invitees and all their employees abide by and respect these rules.
- 1.4 Happy and harmonious living within the estate is achieved when residents use the estate with consideration and respect for the environment and their neighbours.
- 1.5 These rules are subject to change from time to time in terms of the Articles of Association of the ZEHOA.
- 1.6 The use of any part of the estate (by residents) is entirely at your own risk.

#### **2. USE OF PROPERTY**

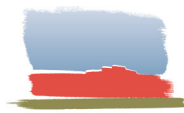
- 2.1 The ZEHOA and its members will have the right of use, over all portions of the property outside of the defined building areas for ecological and conservation purposes.
- 2.2 The ZEHOA reserves the right to register servitudes across individual properties, outside of the build areas, for infrastructure purposes.

#### **3. USE OF ROADS**

##### **3.1 Residential Roads**

- 3.1.1 Roads within the residential portion of the estate may only be used by roadworthy vehicles. Large delivery vehicles and contractor's vehicles are restricted to building hours, as further prescribed in the attached "Contractor's Code of Conduct".
- 3.1.2 Motorised vehicles may only drive on the main vehicular roads and link roads to and from member's residences. Motorised vehicles may not drive on foot paths or over open spaces. members shall obey signage signifying various roads.

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**3.2 Wilderness Roads**

- 3.2.1 Wilderness roads may only be used by owners and residents of the Bush and Aero Estate and Zandspruit River Lodge vehicles. Visitors to the estate may only use the Wilderness Area when accompanied, and driven by, an owner or resident.
- 3.2.2 Only high clearance vehicles will be permitted within the Wilderness Area.
- 3.2.3 Cycling and walking is encouraged within the Wilderness area but is restricted to the designated roads and demarcated walking trails.
- 3.2.4 No vehicles are permitted to drive off the designated roads.

**3.3 General Estate Roads**

- 3.3.1 Pedestrians, cyclists and animals always have right of way over all areas.
- 3.3.2 The speed limit within the estate shall be 30 kph and road signs displaying this limit will be placed in and around the road network. The speed limit will be enforced for the preservation and protection of wildlife, pedestrians and cyclists and fines as determined by ZEHOA may be implemented.
- 3.3.3 All national traffic legislation shall apply within the estate.
- 3.3.4 Parents are responsible for ensuring that their children do not cause a nuisance on the road system, or damage the roads in any way.
- 3.3.5 Vehicles may not exceed a load of more than 10 (ten) tons. Trucks may be double axle vehicles but loads may still not exceed 10 (ten) tons.

**4. USE OF THE AIRFIELD**

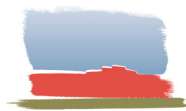
All current and future Air Law rules are applicable to the Zandspruit Bush and Aero Estate (ZBAE) Runway. Over and above those rules, the following will apply:

- 4.1 It is preferable to approach from the West.
- 4.2 It is preferable to land on runway 35 (wind dependant).
- 4.3 It is preferable to do a left hand circuit on runway 35.
- 4.4 It is preferable to take off from runway 17 and turn out West as soon as it is safe to do so.
- 4.5 Strictly NO training may be done over ZBAE. Use FAHT for training.
- 4.6 No circuits and landings may be done at ZBAE (except for inspection run).
- 4.7 Hoedspruit Approach must be called on 126.4 Mhz before departure.

**5. THE EQUESTRIAN CENTRE**

- 5.1 The owners or tenant of the Equestrian Centre have the right to traverse the Wilderness Area and conduct accompanied outrides with guests in groups limited to 8 (eight) horses at any one time.

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- 5.2 The owner of the Equestrian Centre will become a member of the ZEHOA.
- 5.3 A levy of R1250 per month is payable from the time of first development of the stand. No levy is payable on the undeveloped stand.
- 5.4 Levy increases may be implemented by the ZEHOA from time to time, but to remain the same as increases instituted for Bush and Aero stands.
- 5.5 Horse rides into the wilderness area are limited to a maximum of 8 (eight) horses at a time and are restricted to the Wilderness Area only and will have to be accompanied by the owner or tenant of the Equestrian Centre or the by the owner's or tenant's appointed responsible employee.
- 5.6 The Equestrian Centre will be provided with a separate (pedestrian) access to the Wilderness Area, motorised vehicles will not be allowed to use this access.
- 5.7 The security of this access gate will be the sole responsibility of the owner or tenant of the Equestrian Centre. Any breach of security may result in termination of the right of access of the Wilderness Area.
- 5.8 The portion of the common property in between the Equestrian Centre and the Nursery stand alongside the R527 will be fenced off and is for the sole use for grazing of the horses.

**6. THE LODGE**

- 6.1 Within Zandspruit Bush and Aero Estate provision is made for a commercial lodge on stand 1350 (Site Development Plan revision Z).
- 6.2 The owner of the lodge will become a member of the ZEHOA.
- 6.3 A monthly levy of R 1 250 will be payable at such a time as the stand is first developed. No levy is payable on the undeveloped stand.
- 6.4 Levy increases may be implemented by the ZEHOA from time to time, but are to remain at the same percentage as increases instituted for Bush and Aero stands.
- 6.5 The lodge site reverts to a normal Bush and Aero stand. However, the three traverse vehicles previously allowed for will be reduced to one for stand 1350, one for the hotel site (1397) and one for the proposed Retirement Village.
- 6.6 The lodge rights will be removed if the current owner sells the site and are therefore not transferrable to the new owner.

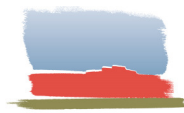
**7 THE BUSH CAMP**

- 7.1 The Bush Camp is situated on common property and will be for the use and enjoyment of members of the ZEHOA and their guests.

**8 USE OF THE ESTATE**

- 8.1 Home offices may be allowed with the express written approval of the ZEHOA but will not be permitted if they necessitate clients, guests and or employees entering the estate. No other businesses are allowed.

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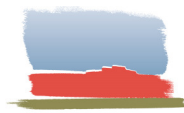


- 8.2 No hobby shall be conducted on any property which will cause aggravation or nuisance to fellow residents or which interferes with the expected tranquil nature of the estate.
- 8.3 Noise levels, particularly pertaining to the volume of music, electronic instruments and entertainment should not cause nuisance to any other residents on the estate.
- 8.4 The use of power tools is restricted to the following hours: 07:00 to 17:00 Monday to Friday.
- 8.5 Washing may not be visible from roads and neighbouring properties and must be placed within a screened courtyard (see Architectural Guidelines).
- 8.6 Refuse must be properly contained so as to prevent wildlife from accessing it. A refuse recycling system will be implemented and the onus lies with the resident to ensure that the refuse is separated according to the specified guidelines to ensure the collection thereof. Un-separated refuse will not be collected.
- 8.7 Every property owner shall be responsible for the maintenance of the buildings as well as the bushveld within the designated build area (a radius of 20m from the building peg or on the Aero Estate, within the building lines).
- 8.8 No temporary building structures may be erected (tents / sheds).
- 8.9 No caravans are permitted.
- 8.10 Boats and trailers must be stored completely out of sight and may under no circumstances be used as overnight accommodation.
- 8.11 No building waste material or garden waste may be dumped anywhere on the estate and must be removed from the estate by the property owner.
- 8.12 Gardens may be created from endemic indigenous flora only. Gardens may only be created within the 20m radius of the build area (or on an area adjacent to the building and no larger than 20% of the building size on the Aero Estate). The ZEHOA has the right to restrict the creation of gardens if they are not in keeping with the flora of the estate. No non-indigenous, noxious or prohibited flora shall be planted anywhere on the estate, other than lawn which must be contained within a courtyard or plinth walled area.
- 8.13 No poisonous chemicals may be discharged anywhere on the estate.
- 8.14 Residents shall have the right of access over the estate, for the purposes of walking and game viewing but shall not interfere with any flora or fauna on the estate.
- 8.15 Wild animals shall at all times have right of way within the estate.
- 8.16 An owner shall not provide housing to accommodate domestic workers on the estate without the written consent of the association.
- 8.17 No owner shall be entitled to sink any boreholes on any portion within the estate and may not draw water from any river within the estate. No owner shall be entitled to appropriate any borehole for himself or for his own benefit, even if such a borehole is situated on his portion, other than the existing boreholes on sites 1334 and 1343.

**9 DOGS**

- 9.1 No dogs may be kept without the written permission of the ZEHOA.

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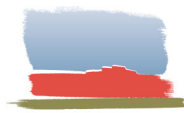
- 9.2 A maximum of two dogs per household will be allowed. All dogs must be spayed or neutered. Only certain breeds are permitted. No aggressive, hunting or continually barking dogs are permitted. No other animals such as cats, birds, reptiles and small caged mammals like hamsters, mice, gerbils may be kept.
- 9.3 All dogs must be kept within an enclosed area as defined in the Architectural Guidelines.
- 9.4 Dogs may not roam the property unaccompanied. Stray animals will be reported to and may be removed by the ZEHOA.
- 9.5 All dogs must be on a leash when taken for walks in the residential part of the Estate.
- 9.6 The owner of the dog remains responsible to immediately discard of the faeces of the dog into the refuse system so as not to cause fellow owners or residents any nuisance or harm.
- 9.7 No dogs may be temporarily housed or looked after for outsiders.
- 9.8 The ZEHOA reserves the right to retract permission granted for an animal to reside within the property should any of the above rules not be adhered to, or should the ZEHOA receive repeated, substantiated complaints about the animal's behaviour.
- 9.9 Should a dog die or go missing, it may not be replaced by another dog before ZEHOA approval has been obtained.
- 9.10 The owner of the dog is responsible for the actions of their dog, any and all damages caused by the dog, and all subsequent claims to be made in respect thereof. The ZEHOA will under no circumstances be held liable for any of the above based on the grounds that permission of residence was obtained.
- 9.11 Dogs are strictly not permitted in the Wilderness Area.

**10 PRESERVATION OF WILDLIFE ESTATE**

In order to preserve the flora and fauna on the estate, every resident, guest or invitee shall:

- 10.1 Not chase hunt, shoot, trap, fish, molest, or in any way interfere with the indigenous wild life of the estate.
- 10.2 Prevent veld fires and avoid the creating of fire hazards.
- 10.3 Not create any disturbing noise.
- 10.4 Not make any new foot paths or new roads.
- 10.5 Not establish or create any feeding or drinking point for game nor feed any animals or birds on the estate without written permission from the ZEHOA.
- 10.6 Not make any fires other than in areas specifically designated therefore.
- 10.7 Not drive in river beds or predetermined river bed roads other than at designated river crossings.
- 10.8 Drive only on clearly defined roads within the boundaries of the estate.
- 10.9 Not take steps to set up camp on a temporary or permanent basis.
- 10.10 Not collect or take anything from the estate, including any wood, stones, flora, fauna or the remains of fauna.

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- 10.11 Not allow any child under the age of 16 (sixteen) years on the estate unless accompanied by and under the supervision of an adult of 21 (twenty one) years of age or older.
- 10.12 Not park unattended vehicles in areas other than those designated by ZEHOA from time to time.
- 10.13 Not introduce any motorised generators or power plants onto the estate, without the prior written consent of ZEHOA (see Architectural Guidelines).
- 10.14 Not introduce any motor cycles onto the estate save those to commute directly from the entrance of the estate to a residence and then only with prior written consent from the ZEHOA.
- 10.15 Not introduce quad bikes or go carts.
- 10.16 Not drill any holes, including boreholes, on the estate without the written consent of ZEHOA.
- 10.17 Where applicable, maintain the exterior of any residential improvements, including the paint work, roof, pipes and windows, in a good and sound condition to the reasonable satisfaction of ZEHOA. Should the owner of a property not adhere to this rule, the association shall be entitled, but not obliged to take such steps as may be necessary to make such repairs at the cost of the owner.

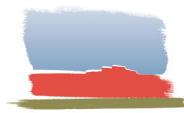
**11 ENVIRONMENTAL MANAGEMENT**

- 11.1 No rubble, waste or refuse of any kind shall be dumped or discarded in any undeveloped areas or stands, public area, open space, road, water feature or stream. All rubble, waste and refuse will be removed according to the policy of ZEHOA.
- 11.2 Residents using open space for any reason are to leave it in the same state in which it was found.
- 11.3 Picnicking shall not be permitted on the estate other than in specially approved and demarcated areas.

**12 SECURITY**

- 12.1 The security guards and the controlling security rules and systems in place shall not be abused by any person.
- 12.2 Security protocol at any secured entrance shall be adhered to at all times. Any access control system for permanent workers, temporary workers, estate staff and contractor representatives and their employees must be conscientiously enforced by every owner and every person in his or her employ.
- 12.3 Every owner must request his or her visitors and contractors to adhere to security protocol. Formalities and rules relating to access by visitors shall be determined by the ZEHOA.
- 12.4 All occupants who require additional security in their dwelling are requested to install their own security system, which has to be approved of by the ZEHOA.
- 12.5 The estate security will be manned 24 hours a day, on a basis to be determined from time to time by the ZEHOA.
- 12.6 Vehicle security ID systems may be affixed to vehicles to assist guards in the performance of their duties, should this be decided by the ZEHOA.

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- 12.7 All owners shall be provided with security access control systems of a type to be determined by the ZEHOA.
- 12.8 Tenants and visitors are not allowed to bring firearms onto the estate, unless such firearms are declared and special permission are obtained in writing from the ZEHOA.
- 12.9 The ZEHOA shall be entitled to have removed from the estate, or to restrict entrance to the estate, every person found in possession of an undeclared firearm or weapon.
- 12.10 No fireworks may be set alight or fired from the estate.

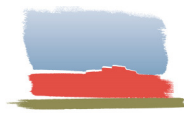
**13 TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES**

- 13.1 Should an owner let his property, he shall inform the association in writing in advance of the lessee taking occupancy on the application form to be provided by the ZEHOA. The owner shall inform the lessee of rules of the association and that such lessee shall be bound by these rules. It is the owners' responsibility that the rules are signed by the lessee. Despite the foregoing the owner shall at all times be accountable for the actions of his lessee. No lease shorter than one month will be permitted.
- 13.2 Owners and approved lessees shall be liable for the conduct of their visitors, contractors and employees at all times.
- 13.3 Owners are to ensure that contractors in their employ have signed a Contractors Code of Conduct and that they abide by the code.
- 13.4 Only one domestic servant will be permitted to reside on each property, unless otherwise approved by the ZEHOA in writing.
- 13.5 NO visitors will be allowed without the owner being resident at the time of the visit. No time share-, fractional title or any other scheme will be allowed on the Estate without written consent of the ZEHOA.

**14 CONSTRUCTION RULES:**

- 14.1 All building plans must be in accordance with the Architectural Guidelines applicable to the development and must be approved by the ZEHOA Architectural Aesthetics Committee. This also applies to any subsequent alterations and additions to existing structures.
- 14.2 All builders must comply with the Contractor's Code of Conduct.
- 14.3 A maximum of 10 (ten) beds per individual stand will be permitted, including servants where applicable. Stands may not be sub-divided but should any stands be consolidated, the number of beds permitted on a consolidated stand will be 14 (fourteen). A maximum of two stands may be consolidated. A new consolidated peg position will be determined by the ZEHOA in conjunction with the owner.
- 14.4 No boundary demarcation of individual stands of any type is permitted.

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**15 RESELLING PROPERTY**

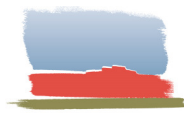
- 15.1 Should an owner wish to sell his property, only a ZEHOA accredited estate agent may be elected to manage the sale, if the owner does not conduct the sale themselves.
- 15.2 A "Sale" shall include the transfer of shares in a company which is a registered owner of a property or the transfer of a member's interest in a close corporation which is the registered owner of a property or the substitution of a trustee of a trust which is the registered owner of a company.
- 15.3 Consent for any above mentioned transactions must be obtained from the ZEHOA's Managing Agent prior to entering into such a transaction. Such consent shall not be unreasonably withheld.
- 15.4 The owner and any accredited agent must ensure that a purchaser is made aware of all the rules and constitutions applicable to the entire development.
- 15.5 The seller or lessor of a property within the development shall ensure that the sale contains the following clauses:
  - 15.5.1 The sale agreement is subject to the consent of the ZEHOA.
  - 15.5.2 The purchaser acknowledges that the property may not be transferred until the purchaser has agreed to become a member of the ZEHOA and agrees to be bound by its constitution and all other rules and regulations applicable to the entire development, for so long as he is the registered owner of the property.
  - 15.5.3 The property may not be subdivided.
  - 15.5.4 An architectural and a levy clearance certificate must be obtained from the ZEHOA prior to transfer.
  - 15.5.5 The lessee acknowledges that upon occupation of the premises, he and his family, his employees and invitees shall abide by all rules and regulations of whatever nature applicable to the control, management and running of the estate as may be applicable from time to time.
  - 15.5.6 Accredited agents may only operate on an appointment basis and must personally accompany prospective parties to a stand for sale or for lease. No signboards shall be erected under any circumstances unless duly approved by the association, save for those to be erected by the agent of Zandspruit Estates or its successor-in-title from time to time. No signboards on the estate and at the entrance of the estate shall be allowed.
  - 15.5.7 The seller or lessor shall personally ensure that the lessee or purchaser is informed about and receives a copy of all documentation applicable to the control, management and running of the estate, as may be applicable from time to time.
  - 15.5.8 The association reserves the exclusive right to review the accreditation of any agent and the policy relating thereto from time to time other than the agent approved by the developer as envisaged above.

**16 ADMINISTRATION**

- 16.1 The ZEHOA via its Directors shall have the right to fine transgressors of any regulations in relation to its seriousness. Such fine shall be recovered via the levy invoicing system.
- 16.2 In terms of the National Credit Act (NCA) a credit reference must be obtained prior to the issue of a clearance certificate by the ZEHOA.

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- 16.3 The monthly levy will initially be R 1250,- per month.
- 16.4 The ZEHOA may appoint a managing agent to administer the affairs of the ZEHOA.
- 16.5 NO levy's will be payable with regards to the stands that are transferred to the ZEHOA i.e. the contractors camp, managers house and the entrance gate.

**17 CONDITIONS WITH REGARD TO ALL CONTRACTOR ACTIVITY**

**17.1 Introduction**

- 17.1.1 The association has adopted certain rules relating to Contractor activity within the estate.
- 17.1.2 The primary intention of the provisions hereunder is to ensure that all building activity occurs with the least possible disruption to members/residents on the environment. In the event of any uncertainty, members and/or their contractors are most welcome to contact the association's appointed EBACO. (Environmental and Building Activity Control Officer)

**17.2 Legal status**

- 17.2.1 The conditions governing building activity as set out in this document are rules adopted by the association and are therefore binding on all owners, their contractors and sub-contractors. Furthermore, all owners are obliged to ensure that their contractors and sub-contractors are made aware of these conditions and comply strictly with them.
- 17.2.2 Owners are required to include these conditions in their entirety in any building contract concluded in respect of property within the estate, and all such contracts may be required to be submitted to the association for prior approval.
- 17.2.3 The association, via the EBACO, has the right to suspend any building activity in contravention of any of the conditions herein, including the design guidelines, and the association accepts no liability whatsoever for any losses sustained by an owner as a result thereof.

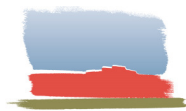
**17.3 Conditions regarding selection of a building contractor**

- 17.3.1 No contractor is permitted onto the estate unless he is a registered contractor with the ZEHOA and has paid the required deposit, which may be varied by the association from time to time.
- 17.3.2 A member may appoint a contractor from the list of 4 (four) approved contractors to construct any building for which plans have been approved within the Architectural Guidelines.
- 17.3.3 The EBACO, his appointed representative or the registered architect of the resident, shall be responsible for monitoring both the adherence to these conditions and the Architectural Guidelines as set out from time to time.
- 17.3.4 No owner-builder will be allowed unless the owner is a registered NHBRC builder.

**17.4 Conditions regarding building contractor activity within the estate**

- 17.4.1 Contractor activity shall only be permitted during the hours of 06:30 to 16:30 hours Monday to Friday
- 17.4.2 No contractor activity is permitted on Saturdays, Sundays or public holidays. This time is considered as private time.
- 17.4.3 All workers of contractors and sub-contractors must meet with the security rules and regulations as set out by the ZEHOA.

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- 17.4.4 The contractor shall provide facilities for rubbish and rubble disposal and ensure that their employees use such facilities. All rubbish and rubble shall be removed from the estate by the contractor each day. No rubbish or rubble shall be burnt on the site.
- 17.4.5 No concrete or dagha may be mixed on the ground.
- 17.4.6 No materials may be off-loaded by a supplier onto road verges or roadways. All materials shall be off-loaded on a site or onto the designated yard area for the receiving contractor. Likewise the contractor shall not move rubble, rubbish or materials to within the road verges or roadways.
- 17.4.7 Delivery of materials to site or to designated yards shall not be permitted during private times as defined above.
- 17.4.8 The contractor shall provide portable toilet facilities for use by its workers. No pit latrines will be permitted. All toilet facilities will be maintained in a sanitary and healthy manner.
- 17.4.9 Contractor building boards may only be erected if they comply with the EBACO's required standards. No sub-contractor boards shall be permitted. The maximum will be one Contractor building board per site with maximum dimensions of 600 x 400 mm. All boards so erected shall be removed from a site on completion of construction.
- 17.4.10 The member and the contractor shall be jointly liable for any damage to kerbs, plants, roadways and private property. Such damage shall be rectified to the satisfaction of the EBACO or his representative at the cost of the owner and/or contractor.
- 17.4.11 Should the association have any concerns about the conduct or performance of any contractor, sub-contractors or their employees, the matter shall be referred to the EBACO whose ruling on the incident(s) shall be final.
- 17.4.12 The member, contractor and sub-contractors shall not claim at any time that they are not aware of the existence of these rules and any other applicable to their respective obligations and it is incumbent upon each owner to ensure that every contractor and/or sub-contractor in his employ is aware of their respective responsibilities.

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## CONTRACTORS CODE OF CONDUCT

### 1. RESPONSIBLE PERSON

- 1.1. The Registered Owners are ultimately responsible for their Contractors, employees and visitors and shall see to it that the rules and regulations as set out below are complied with at all times. Residents must ensure that they too, comply with these Rules.

### 2. CONTRACTORS (includes their sub-Contractors, staff and casual workers)

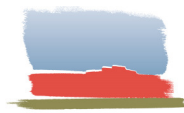
#### 2.1 GATE AND ROAD ACCESS

- 2.1.1. Contractors will only be allowed onto Zandspruit during normal building hours being: 06:30 – 16:30 hours  
No work is allowed on public holidays. Should a public holiday fall on a Tuesday or a Thursday, the Monday or the Friday between these public holidays and the weekend will also be considered as a public holiday.  
Working hours on site are 07:00 to 16:00 hours. The remainder of the time is to be used for traveling to and from the site. All Contractors must travel to, from and between sites in a vehicle. No walking between sites is permitted. A Contractor may only transport labourers in his employ to and from site, and not employees of other Contractors. Drop offs may be done on the road side.
- 2.1.2. All Contractors shall enter and exit Zandspruit using the entrance at the Contractor’s camp. No Contractors will be allowed onto Zandspruit after hours. The Contractor’s gate will be locked from 16:30 hours every evening until 06:30 hours the following morning.
- 2.1.3. In the event of an emergency after building hours; e.g. a burst pipe, residents must inform the appointed security company that maintenance personnel have been called out to rectify the problem, otherwise access will be denied to maintenance personnel after hours.
- 2.1.4. All Contractor vehicles may be subject to a security search at any time.

### 3. SITE RULES AND REGULATIONS

- 3.1. Approved plans must be kept on site at all times.
- 3.2. Contractors are to strictly adhere to the initial expected contract period as indicated on the Site Handover Certificate. The contract period may not exceed 9 months from commencement.
- 3.3. No Contractor will be allowed to commence another project if any other project is over the 9 month period. A Fine structure has been implemented and fines will be issued to the Owner for late completion.
- 3.4. Deviations from approved plans are not accepted. Substantial changes on plans during construction must be approved before the building of such changes may commence. Such changes would include (but are not limited to):
  - 1. Any change that would alter the external footprint of the building, i.e. Elevations, roofscapes, heights, finishes, external lighting, etc.; and
  - 2. Any change to external works such as swimming pools, decks, car ports, lapas, verandas, screen walls, plinth walls, etc.

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- 3.5. No Contractor will be allowed to commence work on any alteration without notification to the ZEHOA, together with approved plans. A proper site handover is required.
- 3.6. Maintenance and small construction jobs also need to be reported to and approved by the ZEHOA.
- 3.7. No person may remove or move any peg, marker, and danger tape or beacon stakes without permission from the Environment and Building Activity Control Officer (EBACO) of ZEHOA.
- 3.8. Any fine issued during the construction period must be paid by the Contractor in the week of issue or the Contractor will not be allowed access to Zandspruit until paid.

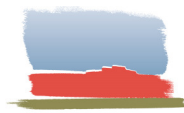
**4. SITE HANDOVER**

- 4.1. All Contractors must lodge a R10 000 builder’s deposit per active site with the ZEHOA, which will be refunded on completion of the building project once the EBACO has inspected the site and found it to be 100%, as per Site Hand Back Certificate. This inspection will also include the surrounding bush, anthills, dongas, etc.
- 4.2. A R1 000 deposit in respect of electricity and a R300 deposit in respect of water must be paid by the Owner before site handover takes place. The water meter must be installed and a pipe of at least 32mm Class 10 must be laid to the site before site handover, as per the specifications available from the ZEHOA’s office. An approved site number must be displayed at the entrance of the road once the road to the site has been made. Specifications may be obtained from the ZEHOA office. No deviation will be accepted.
- 4.3. Once the road has been cleared to a new site, a properly constructed steel site shed is to be erected before construction may begin.
- 4.4. “Long drops” may not be constructed on site. Only chemical toilets or a properly constructed toilet connected to the purification system may be used. At the time of site handover the toilet must be on site. All toilets must be hygienically maintained. Only approved chemicals may be used in the toilet (not Jeyes Fluid) and the toilet must be emptied regularly.
- 4.5. At site handover, the layout of the construction must be clearly pegged out and demarcated with danger tape. This includes decks, pools, carports and courtyards.
- 4.6. At site handover, a stockpiling site will be demarcated by the EBACO.
- 4.7. A receipt from the Maruleng Municipality for proof of plan submission must be forwarded to the EBACO before site handover.
- 4.8. Proof of Unit Enrollment with the NHBRC must be provided.

**5. SITE MANAGEMENT**

- 5.1. Each Contractor is responsible for the daily removal of cement packets, bottles, tins, etc. Securable containers must be placed on site for rubbish.
- 5.2. Stockpiling sites must be properly managed by Contractors. Trucks are to be prevented from causing any damage during deliveries and collections. Should the demarcated area prove to be too small, the EBACO must be consulted before enlarging.

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- 5.3. Open water and electricity trenches are to be closed up within a maximum period of one month and are to be a minimum of 600mm deep. During the time that they are open, the trenches need to be animal friendly with internal ramps every 10m.
- 5.4. The Contractor is responsible for removal of building rubble from his site on a weekly basis.
- 5.5. Concrete or dagha may not be mixed on the ground

**6. SITE HAND BACK**

- 6.1. All project Certificates, i.e. Termite treatment, Electrical certificate of Compliance, Engineer Certificate, Percolation test and Council Occupation Certificate must be submitted prior to site hand back. Contractors are to submit a written request for a site hand back well in advance with the EBACO.
- 6.2. Site hand back must be carried out within 4 weeks after completion. Fines will be issued to the Contractor for late hand back.
- 6.3. Contractors are to ensure that the structure exactly matches the approved plans before site hand back.
- 6.4. Electrical meter seals are to be intact.

**7. ENVIRONMENT**

- 7.1. No trees or bushes may be cut down before handover. Trees with a diameter of more than 10cm and rare trees on the building sites may not be cut down without the prior permission from the Project Manager.
- 7.2. Contractors may not remove any plant, animal, rocks, wood, sand, etc. from Zandspruit, or use any of the above for building purposes.
- 7.3. Fishing is not permitted in any of the dams
- 7.4. No fires are allowed to be made on site.
- 7.5. The Contractor will be responsible for any damage caused to fauna and flora or fences by delivery vehicles entering Zandspruit.

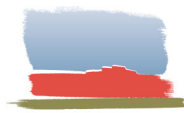
**8. INSPECTION**

- 8.1 Upon the sale of a house, an inspection will be conducted by the EBACO to ensure that the Architectural Guidelines have been adhered to. Any alterations or additions not in accordance with the Rules will have to be rectified before an Acceptance Certificate will be issued. This Acceptance Certificate is required before the Clearance Certificate can be issued by the ZEHOA/ZTHOA to the Transferring Attorneys.

**9. SECURITY**

- 9.1. Each contract worker must adhere strictly to the security protocol of Zandspruit as laid down from time to time.

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**10. VEHICLES AND TRAFFIC**

- 10.1. After hour deliveries will not be permitted. Specifications with regard to delivery vehicles are as follows:
  - 1. No interlinks are allowed
  - 2. Double axle trucks with a maximum capacity of 10m<sup>3</sup> are allowed
  - 3. Trucks with a maximum height of 4 (four) m from ground level are allowed
  - 4. Horse and trailer trucks (i.e. furniture removal and thatch trucks) may be allowed but must enter under the supervision of the EBACO
- 10.2. The speed limit on all roads is strictly 30 km/h.
- 10.3. All Contractors and sub-Contractors' vehicles must be in a roadworthy condition, licensed and be driven by a licensed driver.
- 10.4. Contractors and sub-Contractors are only allowed to move between the sites that they are working on and the Contractor's gate. Any person found driving outside their working area may be banned from the estate.
- 10.5. The main gate is to be used by residents only. No Contractor is to use this gate. Contractors residing in Zandspruit may not use the main gate for construction purposes.
- 10.6. Prior approval is required before a TLB may be used on site.
- 10.7. A Contractor must notify the EBACO before entering the Contractor's gate with a TLB, and the Contractor is entirely responsible for the TLB.
- 10.8. If any environmental damage is caused, the use of TLBs will be banned.

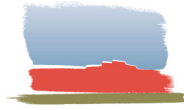
**11. SERVICE / DELIVERY ACCESS**

- 11.1 All service or delivery vehicles excluding the Security Company, South African Police Services (SAPS) and Emergency vehicles will be handled as normal Contractor access. Security Company, SAPS and Emergency vehicles will be handled as visitors.
- 11.2 Trucks and service / delivery vans will only be granted access on proof of a delivery document clearly stating the site number.
- 11.3 All service / delivery vehicles may be subject to a security search at any time.

**12. ALCOHOL AND USE OF ALCOHOL**

- 12.1. No person other than the Owner or his visitor is allowed to bring any form of alcohol onto Zandspruit.
- 12.2. Non-residents, including contract and domestic workers, seemingly under the influence of alcohol will not be allowed access onto Zandspruit.
- 12.3. No alcohol is allowed on site for the duration of the building period.

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**13. GENERAL**

- 13.1 No hawkers, vagrants or job seekers are allowed onto Zandspruit Bush & Aero Estate.
- 13.2 No agents for any products will be allowed unless written permission approval is obtained from the EBACO.
- 13.3 No unauthorized vehicles (buses, taxis, etc) will be allowed onto Zandspruit Bush & Aero Estate.
- 13.4 Non-residents are not allowed to bring firearms onto Zandspruit. Any person entering Zandspruit with a firearm must declare it to the appointed security company. In the event that undeclared firearms are found, these will be confiscated by the appointed security company and handed over to the SAPS for collection by the Owner.
- 13.5 The speed limit on **all roads** is strictly 30km/hour.
- 13.6 Children, animals and bicycles have the right of way.
- 13.7 On breach of any of these Rules and Procedures, the Owner may be fined. The ZEHOA reserves the right to institute action as determined by them from time to time.
- 13.8 No dogs, cats or other domesticated animals may be brought onto Zandspruit by a Contractor.
- 13.9 Contractors are not allowed in the Wilderness area for any reason whatsoever.

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**FINE STRUCTURE**

**OFFENCES NOT LISTED BELOW WILL BE DETERMINED AT THE DISCRETION OF THE ZEHOA**

- 1. SPEEDING  
R15 PER KM/H EXCEEDING SPEEDING LIMIT OF 30 KM/H
- 2. UNHYGIENIC TOILETS ON SITE  
R 250 LOW  
R 500 MEDIUM  
R 1 000 HIGH
- 3. DEFECATION IN THE BUSH  
R 500
- 4. LITTER ON SITE OR UNTIDY SITE  
R 500 LOW  
R 1 000 MEDIUM  
R 2 000 HIGH
- 5. DAMAGE TO TREES  
R 500 LOW  
R 1 000 MEDIUM  
R 2 000 HIGH
- 6. DEATH OR INJURY TO ANIMALS  
HANDOVER TO THE SAPS  
POSSIBLE BANNING FROM ZANDSPRUIT
- 7. WILLFULL DAMAGE TO FENCE OR PROPERTY  
R 500  
R 1 000  
R 1 500  
(REPAIR COSTS TO BE ADDED ON ALL OF THE ABOVE)
- 8. CONTRACTORS WALKING OFF OR BETWEEN SITES  
R 250 per person per event
- 9. LATE AT GATE WITHOUT NOTIFICATION  
R 500
- 10. MIXING CONCRETE OR DAGHA ON GROUND  
R 1 000
- 11. TRENCHES LEFT OPEN  
R 500
- 12. TRENCHES NOT ON STANDARD  
R 1 000
- 13. DIVERSION OFF APPROVED PLANS  
R 5 000
- 14. BUILDING RUBBLE IN BUSH  
R 500 MINOR  
R 1 000 MAJOR
- 15. DUMPING OUTSIDE DESIGNATED AREA WITHOUT PERMISSION  
R 1 000
- 16. BUILDING PROJECT EXCEEDING 9 MONTHS  
R 10 000 PER MONTH OR PART THEREOF
- 17. TLB DAMAGE TO ENVIRONMENT  
R 1 000
- 18. BROKEN OR DAMANGED ELECTRICAL SEALS  
R 2 500 PER SEAL

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