

**Willow Creek River Developments Homeowners
Association
Number 2000/029887/08**

**(Association incorporated under
Section 21 of the Companies Act, 1973)**

COMMUNITY PARTICIPATION RULES

Incorporating –

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SECTION A

INTRODUCTION

1. The main objective of the development of the Township is the provisions of a high quality lifestyle for residents and the intention of these rules and the powers given there under to the Association, is the protection of this lifestyle, the natural resources, architectural standards and the preservation of the environment.
2. Happy and harmonious community living is achieved when members use and enjoy their private property as well as the public areas of the Township in such manner as to enable other members also to use and enjoy the facilities. General consideration of all members for each other will greatly assist in achieving a happy community.
3. In the event of disputes between members arising from annoyance or nuisance, the involved parties should attempt to settle the matter between themselves, exercising tolerance and consideration. Where the dispute cannot be resolved, the matter should be brought to the attention of the Association for arbitration or settlement.
4. This being a Township which will not be managed and controlled directly by the Local Authority, all essential services will be under the control of the Association, thus under the control of its members, these include:
 - 4.1 streets and the services contained therein. The Association will be obliged to maintain the streets and services contained therein as well as the access road which links the Township to the main public road.
 - 4.2 Water reticulation will be owned by the Association. Again in terms of the Articles of Association, the Association will be obliged to supply and maintain potable water to the boundaries of all Erven, where the homeowners can have access thereto.

The water supply reticulation will be constructed by the Township Owner and the Association will have the obligation to maintain such water reticulation system in proper working order to ensure a

continuous supply of water to homeowners. A praedial servitude will be registered in favour of the property registered in the name of the Association to enable it to pump and convey water from a borehole on a neighbouring property to the Township.

- 4.3 Sewerage will be collected at a low point within the Township and pumped from there to a sewerage treatment plant. The sewerage reticulation system will again be constructed by the Township Owner and owned and/or controlled by the Association, which will be responsible for its maintenance. The treatment plant will similarly be owned and controlled by the Association which will be obliged to maintain same. Such treatment plant will be situated on a neighbouring property and the Association will have registered, a praedial servitude over the property owned by it to protect its rights to the sewerage installations.
- 4.4 Electricity is supplied by Eskom. The Association will purchase electricity from Eskom and will supply it to homeowners. The electricity reticulation system will be constructed by the Township Owner and will be maintained by the Association.
- 4.5 Emergency fire fighting services will be managed and controlled by the Association.
- 4.6 All other services that may be required to effectively manage and operate the Township including employees or managing agents will be employed or appointed by the Association.

SECTION B

CONDUCT RULES

1. USE OF THE STREETS

- 1.1 The speed limit on the access road is 40km per hour. The speed limit in the Township is 30km per hour. In the event of these limits not being adhered to the Association reserves the right to introduce further speed limit measures.
- 1.2 The Association may, if it considers it necessary or desirable so to do, impose a speed limit lower than that referred to in Section 1.1 above on such roads or portions thereof as it may deem fit, either temporarily or permanently.
- 1.3 Save, where inconsistent with these rules, the Road Traffic Act, No. 29 of 1989, applies.
- 1.4 No person shall ride or drive any vehicle at any place within the Township, except:
 - 1.4.1 Upon any road within the Township.
 - 1.4.2 Upon any road, not referred to in Section 1.4.1 above, specially designated by the Association as being for vehicular use on a plan of the Township to be posted in the office of the Managing Agent for general information and by means of appropriate signs.
- 1.5 Pedestrians and animals shall have the right to way in all places and at all times within the Township and vehicles shall be brought to a stop whenever necessary to enable such pedestrians or animals to enjoy such right of way.
- 1.6 No person shall drive any vehicle at any place within the Township unless he is the holder of a valid current licence which would permit him to drive such vehicle upon a public road within the Republic of South Africa.

- 1.7 No vehicle shall enter the Township unless admitted thereon by the guard on duty at the said entrance gate, provided however, that the Association may issue to its members a device enabling such members to operate the vehicle entrance gate themselves, in which event such provision shall not apply.
- 1.8 No caravans shall be brought into the Township except with consent of and subject to such conditions as may be laid down by the Association.
- 1.9 No person shall, within the Township, park or store any caravan, boat, trailer, truck or lorry, except with the consent of and at a place designated for the purpose by the Association.
- 1.10 No helicopters or any other means of aerial conveyance may be landed at any place in the scheme except with the consent and subject to such conditions as may be laid down by the Association.
- 1.11 For purposes of these house rules, "vehicle" shall mean any form of conveyance, whether self-propelled or drawn by mechanical, animal or human agency.
- 1.12 No signage or notices other than those approved by the developer may be erected in the Township.
- 1.13 Engine powered vehicles are not allowed to drive anywhere except in the streets of the Township. Parks and pavements are off-limits other than to maintenance and emergency vehicles.
- 1.14 Vehicles shall not be parked in the streets or on any portion of a street other than in designated parking areas.
- 1.15 The use of vehicles, including motor cycles, which create excessive noise is prohibited. Only electrical driven motorcycles and electrical 4x4 (quad bikes) will be allowed
- 1.16 Roller skates and skateboards may not be used in the streets.

2. **GOOD NEIGHBOURLINESS**

- 2.1 No business activity or hobby which could cause aggravation or nuisance to members, including auction or jumble sales, may be conducted in the Township.
- 2.2 The volume of sound in and arising from a unit, from whatever sources, including radios, television sets, human voices, instruments, tools or telephones shall be on such a level so as not to be a nuisance to adjacent properties.
- 2.3 Mechanical maintenance work, including the use of power-saws, lawn-mowers and tools, is permitted only between the following hours:
- 2.3.1 Monday to Friday 07h30 – 18h00
- 2.3.2 Saturday and Sunday 08h00 – 12h00
- 2.4 Washing may only be hung on lines screened from the streets and neighbours.
- 2.5 No advertisements or publicity material of any person, including maintenance contractors, may be exhibited or distributed without the consent of the Association. The Association shall have the right to remove any material exhibited or distributed in contravention of this rule.
- 2.6 No member shall cause a nuisance, disturbance, inconvenience or annoyance to any other member. If the Association are of the opinion that there has been an infringement of this rule, they shall be empowered to enforce their rights in terms of Article 15 of the Articles of Association.

3. **ENSURING A PLEASING STREETSCAPE**

- 3.1 The Association will maintain the area between the street kerb and a unit.
- 3.2 All improvements on erven in the Township shall be suitably maintained by members where and when necessary, failing which the ARCHCOM referred to in the Memorandum and Articles of Association of the Association may exercise any of their rights provided for in Article 15 of the Articles of Association.

- 3.3 Wendy houses, tools sheds, equipment, tools, engine and vehicle parts as well as accommodation for pets, shall be sighted out of view and screened from neighbouring properties. Caravans, trailers and watercraft, if not, parked in demarcated areas are to be parked in enclosed garages or screened areas not visible from roads or neighbouring units to the satisfaction of the Association.
- 3.4 No trees on sidewalks or sidewalk lawns may be removed without permission of the ARCHCOM. Plants and shrubs on sidewalks shall not interfere with or obscure the vision of motorists. A planting manual will be available and all plants and shrubs will be planted as per the manual.
- 3.5 External gardens shall be kept neat and tidy at all times, failing which the Association may exercise the rights provided for in Article 15 of the Articles of Association.
- 3.6 All erven within the Township which have been transferred to an Owner other than the developer as defined in the Memorandum and Articles of Association, and the Owner has stated his intention not to improve the property within a period of 24 (TWENTY FOUR) months following transfer, shall be planted and maintained with vegetation, specified by the Association, at the expense of the registered owner. In this regard the Owner shall pay a R 550,00 (FIVE HUNDRED AND FIFTY RAND) penalty levy for not building, contemplated in this paragraph in addition to normal levies.

4. **ENVIRONMENTAL MANAGEMENT**

- 4.1 Garden refuse shall be removed by members at their own cost to an area designated by the Association for later disposal or alternatively by the Association at the expense of the member.
- 4.2 Littering in the streets and open spaces is prohibited.
- 4.3 Flora may not be damaged or removed from any public area or open spaces.

- 4.4 Fauna of any nature may not be chased or trapped in any public area by members or their pets.
- 4.5 The Association is responsible for maintaining trees, plants and shrubs planted throughout the common areas including sidewalks.
- 4.6 Members shall ensure that declared noxious prohibited flora are not planted or growing in their gardens.
- 4.7 The use by members of the common facilities is at all times entirely at their own risk.
- 4.8 No boreholes or wells may be sunk on erven within the Township.
- 4.9 No business shall be conducted on any erf within the Township without the prior written notice of the Association.
- 4.10 The entire section of the river between the two borders of the Township shall be regarded as a no-wake zone for all watercraft.

5. **SECURITY**

- 5.1 It is prohibited to interfere with the performance by security guards of their duties. They may under the circumstances be abused. Members shall treat the security guards courteously and co-operate with them in the performance of their duties. At no time may members require or request of guards to perform any duty whatsoever other than those for which they are employed and instructed to do by the employer.
- 5.2 Security protocol at the gate shall be adhered to at all times.
- 5.3 The ID card system for permanent workers, temporary workers, staff and representatives of contractors shall be adhered to by all members.
- 5.4 Members shall ensure that visitors adhere to security protocol.

- 5.5 All attempts at burglary or instances of fence jumping shall be reported as soon as reasonably possible to a member or the security staff on duty and the Association.
- 5.6 Where possible, the security centre at the gate house shall be advised in advance of the pending arrival of visitors. No non-member or vehicle for whatever reason shall be permitted entry without the consent of the host member at the time at which entry is sought. However, the above restriction will not apply to emergency vehicles.

6. OCCUPANTS, TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 6.1 No unit shall be used as a commune. A unit shall not be occupied by more than one family as defined hereinafter, subject to a maximum occupancy of 3 persons for every bathroom in the unit.
- 6.2 The occupiers, of units are liable for the conduct of their visitors, contractors and employees, and shall ensure that such persons adhere to these rules.

7. SELLING AND LETTING OF UNITS

- 7.1 Should a member wish to sell or let his unit, he shall comply with the rules in respect of selling and letting set out in Section C below.

8. PLANS, ADDITIONS AND ALTERATIONS

- 8.1 Plans for the erection of a new unit shall be approved by the ARCHCOM in writing and shall be in terms of an architectural manual approved by the Association.
- 8.2 No new buildings or structures may be commenced with a no additions or alterations whatsoever to any unit shall be effected without the prior written approval of building plans by the ARCHCOM. Such additions/alterations shall include awnings, external security sliding doors, canopies, burglar bars.

The Association is empowered to dispense with the requirement of building plans and to require a complete and accurate description in writing in lieu thereof.

This rule does not absolve any member from complying with any requirements of any future Metropolitan or District Council or Local Authority in as far as building plans are concerned if applicable.

8.3 Building material may for a period approved by ARCHCOM be stacked on the sidewalk adjacent to the construction site provided that it does not cause an obstruction or damage to existing road and sidewalk development including landscaping and all remaining building material must be removed within the period specified by ARCHCOM. In the event of surplus building material and/or building rubble not being removed the Association will be entitled, should the owner of the relevant unit fail to do so after receipt of a written demand, to cause the surplus building material and/or building rubble to be removed at such member's expense.

8.4 The construction or erection of the dwelling and/or outbuildings thereto shall commence from the date foundations are proceeded with and shall be completed on the issue of an occupancy certificate. Such period shall not exceed 9 (NINE) months or such other period as may be agreed to by the ARCHCOM in writing subject to penalties being imposed by the ARCHCOM as it may deem fit under the circumstances. Such penalties will form part of special levies raised by ARCHCOM.

In the case of additions/alterations and after consultation with the member ARCHCOM will determine a completion date following commencement of such additions/alterations.

An occupancy Certificate as specified herein will be issued by an architect appointed by ARCHCOM whose decision shall be final.

8.5 If an owner wants to enclose his erf even the following conditions will apply:

8.5.1 Only wooden posts may be used for fencing;

8.5.2 Maximum height of fencing 1,2m;

8.5.3 The wooden posts must be 10cm apart for each other.

9 USE OF THE SLIPWAY AND JETTIES

9.4 Launch facilities and or ownership or usage of the boat storage area will only be allowed once the owner of an erf has taken transfer of the erf and commences construction of a dwelling thereon.

9.5 All watercraft shall be launched from the slipway constructed for that purpose and from no other point along the river.

9.6 Any watercraft left unattended at any point along the waterfront shall be at the sole risk of the owner/user and the owner/user indemnifies the Association of any damage, theft or injury that may occur resulting from such unattended craft.

9.7 No trailers shall be left unattended in the vehicular manoeuvring area at the slipway.

10 PETS

10.4 The rules relating to pets will be strictly enforced.

10.5 No cats, poultry, pigeons, aviaries, wild animals or livestock may be kept within the Township.

10.6 No pets shall roam the streets.

10.7 Dogs shall be walked on a leash in public areas.

10.8 The owner of any pet shall procure the immediate removal of any excrement deposited by such pet in a public area.

10.9 Every pet shall wear a collar with a tag indicating the name, telephone number and address of its owner.

- 10.10 The Association is empowered to require an owner to dispose of his pet should it, in the discretion of the Association, become a nuisance in the Township. In the event of the Association being of the opinion that a pet is a nuisance, the Association shall have the powers referred to in Article 15 of the Articles of Association.

11 ADMINISTRATION

- 11.4 All contributions and charges towards the administration of the Township are due and payable to the Association and a debit order to this effect is to be signed as and when required by the Association.
- 11.5 Interest at the legally prescribed rate will be raised on all accounts in arrears.
- 11.6 The Association shall be empowered to impose such further penalties as may be determined by them from time to time on any accounts unpaid after 60 (SIXTY) days.
- 11.7 The Association may amend or add to these rules from time to time as may be deemed necessary to ensure the happy and orderly coexistence of the members in the Township.
- 11.8 The Association shall have the right to fine transgressors for contravention of these rules. Such fines shall be regarded, together with contributions and charges, as income of the Association.

12 OPEN SPACES

- 12.4 No person shall anywhere in the open spaces, disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, insect, reptile or bird.
- 12.5 No person shall, anywhere in the open spaces, disturb, destroy or collect, any plant material, whether living or dead, save with the consent of or on instructions of the Association, save further, that the provisions of this section shall not apply with respect to the exercise by any person of any right granted to him by virtue of any agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes.

- 12.6 No fires shall be lit anywhere in the open spaces except at such place as may be designated for the purpose by the Association, and in a properly constructed fireplace.
- 12.7 No camping shall be permitted, except at a site which may be specially designated for the purpose by the Association.
- 12.8 No person shall discard any litter at any place in the open spaces, except in such receptacles and in such places as may be set aside for the purpose and designated by the Association.
- 12.9 No person shall use any open space within the Township in any manner which may unreasonably interfere with the use and enjoyment thereof by other persons in the Township.
- 12.10 No person shall use or conduct himself upon any open space within the Township in such a manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- 12.11 No person shall, anywhere in the Township, discharge any firearm, or any airgun or pistol, except in self-defence.
- 12.12 No person shall feed or tease game or birds, save and except by the use of bird feeding trays located on an erf.
- 12.13 No fireworks may be brought into the Township.

13 RIVERS AND DAMS

- 13.4 No person shall launch upon any stream or dam in the Township any craft of any description whatsoever.
- 13.5 No person shall fish in the streams or dams unless authorised by the Association in designated areas.
- 13.6 No person shall swim in the streams or dams.

- 13.7 No person shall pollute or permit the pollution of the streams or dams on the Township or of the Vaal River which may, in any manner, be injurious to any plant or animal or which may, in law way be unsightly.

14 DOMESTIC REFUSE

- 14.4 The removal of domestic refuse shall be under the control of the Managing Agent who may, in exercising their functions in this regard from time to time, by notice in writing to all persons concerned:
- 14.4.1 Lay down the type and size of refuse containers to be obtained.
 - 14.4.2 Give directions in regard to the placing of such refuse for collection.
 - 14.4.3 Require the payment of reasonable charge for the provision of such containers.
- 14.5 It shall be the duty of every owner or occupier of an Erf to ensure that such directions given by the Agent, are fully observed and implemented.
- 14.6 No person shall keep any refuse within or outside his unit except in the containers aforesaid.
- 14.7 Containers shall not be kept in any place outside any Erf except in such places as may be specifically set aside therefore or as may be approved by the Managing Agent from time to time.
- 14.8 Where, in the opinion of the Managing Agent, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association or Council, the Managing Agent may give the person wishing to dispose of such refuse such directions for its disposal as he may deem fit.
- 14.9 No animal may be slaughtered on an erf in the Township. In the event of slaughtering being legalised by ordinance or otherwise the Association reserves the right at the expense of the person/s requiring such facilities to erect and maintain slaughtering facilities in an area allocated for this purpose by the Association.

15 INDEMNITY

All erven owners shall be required to sign the Indemnity form, the contents of which is as follows:

"I, the undersigned, _____ do hereby indemnify the Association against all loss, liability, damage or expense which I or any member of my family, my friends, visitors, and/or servants, may suffer as a result of any negligence of whatsoever nature on the part of the Association in the administration and maintenance of the Township, including the access to rivers and dams, inclusive of the Vaal River and the control of any source of danger in the Township."

SECTION C

LETING AND SELLING

1. No member shall let or otherwise part with occupation of his unit, whether temporarily or otherwise, unless:
 - 1.1 he has concluded an agreement to the satisfaction of and for the benefit of the Association with the proposed occupier of the unit that such occupier undertakes to adhere to these rules and undertakes to ensure that such occupant's family, invitees and servants adhere to these rules; and
 - 1.2 he has provided the tenant with a copy of these rules, which rules the tenant subscribed to in writing.
2. Should a member wish to let or sell his unit through an estate agent, he shall be obliged:
 - 2.1 to give his agent a written mandate;
 - 2.2 to procure that such written mandate contains the following terms:

"The agent acknowledges that he has in his possession a copy of the Community Participation Rules of the Willow Creek River Developments Association, undertakes to execute the mandate according to the provisions of the said rules";
 - 2.3 to submit the said mandate to the Association for their written approval prior to the commencement by the agent of the execution of his mandate;
 - 2.4 to ensure that any agent under such mandate from such member, shall at all times have a copy of such mandate and the written approval of the Association in his possession; and
 - 2.5 ensure that the agent complies with the provisions of schedule 1 of these rules.

3. Should any member be in breach of rule 1 above, the Association shall have, over and above the rights set out in Article 15 of the Articles of Association, the right to restrain any agent from carrying on any selling or marketing, activity within the Township on behalf of such member.
4. No member shall be entitled to transfer ownership of or any other interest in his unit without a clearance certificate issued by the Association on behalf of the Association, by which it is certified that:
 - 4.1 the member is not indebted to the Association in any way in respect of contributions and charges or other amounts which the Association may, in terms of these rules or the Articles of Association, be entitled to claim from him;
 - 4.2 the written agreement between the member and the buyer has been submitted to the Association, who have satisfied themselves that the required clauses referred to in 7 below are contained in the said written agreement;
 - 4.3 the member is not in breach of the provisions of these rules or the Articles of Association.
5. The Association shall not be entitled to refuse to issue the clearance certificate if a member complies with the requirements in rule 4 above.
6. The Association shall be entitled to fix a reasonable fee to be charged for the issuing of a clearance certificate.
7. The member selling a unit in the Township, or an interest in such unit, shall ensure that the written agreement of sale contains the following clauses and the Deed of Transfer contains the clauses set out in 7.4 below:
 - 7.1. The purchaser acknowledges that he is aware that, upon registration of the property into his name, he will become a member of the Willow Creek River Developments Association and agrees to do so subject to the Memorandum and Articles of Association of the Willow Creek River Developments Association.

- 7.2 The purchaser acknowledges that he has received from the seller a copy of the Community Participation Rules of the Willow Creek River Developments Association and, for the benefit of the said Association, agrees to be bound by such rules from the date of his occupation of the property.
- 7.3 This agreement is subject to the suspensive condition that the seller receives a clearance certificate from the Association in terms of Rule 4 of Section C of the Community Participation Rules.
- 7.4 The seller shall be entitled to procure that, in addition to all other conditions of title, the following conditions of title be inserted into the Deed of Transfer, in terms of which the purchaser takes title of the property:
- 7.4.1 "Every owner of the erf, or owner of any sub-division thereof, or owner of any unit thereon shall become and shall remain a member of the Willow Creek River Developments Association and be subject to its Memorandum and Articles of Association, until he ceases to be an owner as aforesaid".
- 7.4.2 "Neither the erf, nor sub-division thereof, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the Willow Creek River Developments Association to become a member of the said Association".
- 7.4.3 "The owner of the erf, or owner of any sub-division thereof, or any unit thereon, shall not be entitled to transfer the erf or any sub-division thereof, or any interest therein, or any unit thereon, without a clearance certificate from the Willow Creek River Developments Associations that the provisions of the Articles or Association of the said Association have been complied with".

7.4.4 The term "Willow Creek River Developments Association" in the aforesaid conditions of title shall mean the Willow Creek River Developments Limited Association (Association Incorporated under Section 21), Registration No. 2000/029887/08. In the event of the Registrar of Deeds require, the amendment of such conditions, in any manner in order to effect registration of same, the purchaser hereby agrees to such amendment.

SECTION D

GENERAL

1. In the interpretation of these rules, unless the context otherwise indicates:
 - 1.1 “Articles of Association” means the Articles of Association of the Willow Creek River Developments Homeowners Association, as amended from time to time.
 - 1.2 “Family” means a man or woman or both, with or without their parents and with or without the children of one or the other or both of them, living together as one household.
 - 1.3 “Association” means the Willow Creek River Developments Homeowners Association (Association incorporated under Section 21 of the Companies Act, 1973), Registration Number 2000/029887/08, represented by the Board of Directors of the Association or Trustees of the Association as envisaged in Article 2.1 read with Articles 10 to 12 of the Articles of Association.
 - 1.4 “Member” means the registered owner of a unit in the Township and shall unless the context clearly indicates a contrary intention, include any employee, visitor, guest or lessee of such owner.
 - 1.5 “Memorandum” means the Memorandum of Association of the Association.
 - 1.6 “Unit” means the property registered in the name of a member, including all improvements erected thereon.
 - 1.7 “ARCHCOM” means the Architectural Committee referred to in the Memorandum of Articles of Association of Willow Creek River Developments Association.
 - 1.8 “Managing Agent” means the Association or trustees of the Association or Managing Agents appointed by the Association.

2. Words sorting the masculine gender shall include the feminine gender and *vice versa*.
3. These rules have been established in terms of the Memorandum and Articles of Association. They are applicable to every person in the Township, as is any decision of the Association in interpreting these rules.
4. The members ensure that all occupants of their units, their tenants, visitors, friends and employees abide by these rules. A breach of the rules by any person any of the aforesaid categories shall be deemed to be a breach committed by the member.
5. Any interpretation of these rules by the Association is final and binding.
6. These rules are subject to change from time to time by the Association or the Association in terms of Article 8 of the Articles of Association.

SCHEDULE 1

CONDUCT RULES FOR ESTATE AGENTS

1. No agent may commence with the execution of his mandate until after receipt of the written approval of such mandate by the Association.
2. Every estate agent shall at all times, whilst within the Township, have available his mandate and the written approval of his mandate by the Association, and shall produce same for inspection at the request of a Director.
3. The agent shall provide any buyer or tenant with a copy of the Community Participation Rules of the Association and any other rules applicable within the Township.
4. Agents may only operate on a "by appointment" basis and shall personally accompany a prospective buyer or tenant to the unit.
5. Agents shall not erect or display any "For Sale" or "Show house" or "To Let" or similar signage boards within the Township.
6. Agents shall accompany prospective buyers or tenants to show units on show days.
7. Every time that an agent and his/her clients visit the Willow Creek River Development the agent shall sign an indemnity form whereby he/she indemnifies the Developer against all loss, liability damage or expense which the agent or any of his/her clients may suffer when they pay a visit to the Willow Creek River Development.

SCHEDULE 2

CONDITIONS REGARDING CONTRACTOR ACTIVITY

1. Owners of the erven of Willow Creek may use a company that will appoint a subcontractor that qualifies to all the rules and standards for the erecting of units in the township.
 - 1.1.1 Architect
 - 1.1.2 Structural Engineer
 - 1.1.3 Roof Engineer
 - 1.1.4 Qualified Builder
 - 1.1.5 Qualified Plumber
 - 1.1.6 Qualified Electrician
2. Building operations are permitted only between the following hours:

Monday – Fridays between 07h00 – 17h00
Saturday between 07h00 – 12h00
3. It is the Building Contractors' responsibility to provide sanitary facilities for his employees.
4. There will be an enclosed site where the bulk of the building material can be delivered.
5. The building material can then be transported to the building site with trucks not exceeding 15 ton and no double axel trucks are permitted in the township.
6. All building sites must be enclosed with wire netting for the duration of the building contract period.
7. The building contractors must obey Home Owners Association Rules.
8. At all times during the building hours there must be a responsible person on the building site to take charge of the building operations and to see that all the rules are obeyed to.
9. Building contactors will be liable for all damages caused by them or their employees to the property of Willow Creek.

10. The construction or erection of a unit and/or outbuildings thereto shall commence from the date foundations are proceeded with and shall be completed on the issue of an occupancy certificate. Such period shall not exceed 9 (NINE) months or such other period as may agreed to by the ARCHCOM in writing subject to penalties being imposed by the ARCHCOM as it may deem fit under the circumstances. Such penalties will form part of special levies raised by ARCHCOM.
11. It will be the owners of the ervens responsibility to ensure that his building contractor will obey all the above set out rules.

SCHEDULE 3

LIMITATIONS, EXCLUSIONS AND ACKNOWLEDGEMENTS

1.1 HOMEOWNERS ASSOCIATION

IT IS AN EXPRESS CONDITION OF THIS AGREEMENT THAT-

- 1.1.1 The Purchaser on becoming the registered owner of the property, or a sub-division or consolidation thereof, or the holder of any surface right herein, or the owner of any erf in the Township shall become and shall remain a member of WILLOW CREEK RIVER DEVELOPMENTS HOMEOWNERS ASSOCIATION (an association not for gain under Section 21 of the Companies Act 1973) ("the Association") and be subject to its Memorandum and Articles of Association, until he ceases to be such registered owner.
- 1.1.2 The Purchaser acknowledges that on becoming the registered owner of the property he shall be bound by the restrictions and benefit from favourable stipulations in the Memorandum of Articles of Association which are available for inspection on demand and Community Participation Rules. A copy of the Community Participation Rules is annexed hereto marked "C".
- 1.1.3 The Purchaser hereby undertakes to sign all such documents and to do anything necessary as the Seller may reasonably require for the purpose of imposing the aforementioned conditions on the property.

1.2 RESTRICTIVE CONDITION

1.2.1 The following restrictive conditions shall be registered in the Title Deeds to the property and constitutes a restraining against free alienation by the Purchaser of the property.

“The property shall not be transferred without the consent of WILLOW CREEK RIVER DEVELOPMENTS HOMEOWNERS ASSOCIATION (an Association incorporated under Section 21 of Act 61 of 1973), which consent shall not be unreasonably withheld.”

1.2.2 The Purchaser acknowledges that should it elect not to improve the property within 24 (TWENTY FOUR) months of transfer, the provisions of paragraph 3.6 of Annexure “B” (Community Participation Rules) shall apply which condition will similarly apply to future purchasers.

1.3 PROHIBITION AGAINST RESALE AND ADVERTISING

Until transfer of the property is registered in the name of the Purchaser-

1.3.1 the Purchaser shall not be entitled to cede, assign, sell, alienate, transfer or make over any of his rights in and to this agreement or his interest in and to the property to any person, nor shall the Purchaser be entitled to sell, alienate, lease or in any other way dispose of or deal with the property, without the prior consent of the Seller first being obtained.

1.3.2 The Purchaser shall not erect on the property any “For Sale” or “Sold” board or any other boardings or sign boards for advertising purposes, without the prior written consent of the Seller first being obtained.

1.3.3 If the consent of the Seller is obtained the sold board must be removed within 90 days of date of sold.

1.4 **ROADS & SERVICES**

The Purchaser acknowledges being aware that-

1.4.1 The Association may be obliged by the Seller to acquire ownership of roads in the Township and accordingly the Purchaser undertakes to do everything possible as a member of the Association to facilitate such acquisition and subsequent transfer of the said roads to the Association.

1.4.2 The services which will be managed by the Association on behalf of its members will include, but are not limited to-

1.4.2.1 Maintenance of roads;

1.4.2.2 Maintenance of open spaces and servitudes areas within same;

1.4.2.3 Security facilities.

1.4.3 The following services will be managed by the Association on behalf of its members, but are not limited to-

- Water borne sewerage, disposal and purification
- Potable water supply
- Stormwater drainage
- Electrical supply

1.5 **DEPOSIT**

The Purchaser acknowledges that the Association will co-ordinate the provisions of services and bill the Purchaser accordingly. The Purchaser undertakes hereby to pay the account received from the Homeowners Association and further to furnish the Homeowners Association with a deposit of R3 000,00 (THREE THOUSAND RAND) for water and sewage connection and R3 000,00 (THREE THOUSAND RAND) for electrical connection that will be kept in an reserve account.

1.6 **FLOODWATER LINE / FLOOD FRINGE**

The Purchaser is aware that certain erven within the township will fall in the flood fringe area. In this regard the Purchaser, should his property fall within the flood fringe area, indemnifies the Seller in respect of any damage the Purchaser may suffer to his property, movable or immovable, due to flood damage caused by or as a result of flooding of the Vaal River.

1.7 **BOREHOLES**

No owner may sink a borehole or well on his property.