



WILDE PAARDE HOME OWNERS' ASSOCIATION (WPHOA)

CONDUCT RULES

17 MAY 2026 – v1.3

1. INTERPRETATION

- 1.1. The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:
 - 1.1.1. "Association" means the Wilde Paarde Country Estate Homeowners' Association;
 - 1.1.2. "business day" means weekdays other than Saturdays, Sundays and public holidays;
 - 1.1.3. "chairman" means the chairman of the trustee committee;
 - 1.1.4. "common area" means the land comprising of private roads and private open spaces situated on Erf 31857 (a Portion of Erf 26190) Paarl and Remainder of Erf 26190 Paarl.
 - 1.1.5. "Council" means the Drakenstein Municipality or its successor/s;
 - 1.1.6. "architectural and Landscape Design Framework" means the design guidelines approved by the Council to control all aspects of design and landscaping of the development and annexed hereto.
 - 1.1.7. "erven" means 118 subdivided erven.
 - 1.1.8. "the Developer" means Yushu Garden Property (Pty) Ltd, Registration Number 2018/277474/07.



- 1.1.9. "Controlling Architect" means _____ from _____
Architects;
- 1.1.10. "member" means a member of the Association as defined in this document;
- 1.1.11. "person" with regard to membership of the Association, shall include a company, club, partnership, trustees of a trust, or other association of persons entitled in law to hold title of immovable property;
- 1.1.12. "services" means inter alia, the roads and road system, verges, parking bays, water supply, sewerage pipes, electricity cables, stormwater, and all other municipal services within the common area and erven and includes the communication systems, street lighting, boundary wall and main entrance gate;
- 1.1.13. Words importing the singular number shall include the plural number and words Wilde Paarde Country Estate Home Owners' Association Conduct Rules importing the masculine and feminine genders shall include the neuter gender and the converse shall also apply.

2. USE OF PROPERTY AND/OR COMMON PROPERTY

2.1. No owner or occupier of an Erf may, without the prior consent of the Trustees:

- 2.1.1. use the Erf for any purpose other than residential purposes.
- 2.1.2. that no advertisement, name or lettering of any unsightly size, colour or character shall be painted on or affixed to any wall, building or structure on the property and no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of any building on the property.
- 2.1.3. erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;
- 2.1.4. remove any shrub, tree or plant on or in the common property;
- 2.1.5. erect any washing lines nor hang any washing or other items on any part of the building or the common property so as to be visible from outside the building or from any other Erf nor be exposed to view on the premises in any unsightly manner whatsoever.
- 2.1.6. that no noisy, injurious or objectional trade or business of any kind shall be carried on in any such dwelling house or building and such building shall, at all times, be kept in such a state as not to be a nuisance or annoyance to any owner and/or occupier and surrounding neighbours. Any private business must first be approved by trustees to ensure its legal and does not cause any nuisance to neighbours with regards to customers and working hours.

- 2.1.7. build any fires for braaiing purposes of any sort on the common property, unless in designated braaiing areas.
- 2.2. An owner or occupier shall not place or do anything on any part of the common property or area visible from the street of his home which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.
- 2.3. An owner or occupier shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dust, food, scraps, cigarette butts or any other litter.

3. DAMAGE, ALTERATIONS OR ADDITIONS TO A HOME AND TO THE COMMON PROPERTY

- 3.1. An owner or occupier of a home shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property without first obtaining the prior written consent of the Trustees.
- 3.2. To ensure uniformity of appearance, the prior written consent of the Trustees must be Obtained when any building alterations are made.
- 3.3. All internal building alterations are to be approved by the Trustees. An approved plan together with payment of the requisite fee, is to be submitted prior to commencement of construction. Any building construction shall be regulated and governed by the Architectural and Landscaping Guidelines.
- 3.4. Owner or occupier of a home shall ensure:
 - 3.4.1. any broken window or window pane is replaced within 3 days of breaking from whatsoever cause;

4. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS

4.1. All owners and occupiers shall ensure that their use of their property and the common property and its facilities is at all times conducted in such a manner as not to:

- 4.1.1. cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, radio or TV or irritable audible noisome sound.
- 4.1.2. detrimentally affect the rights and interests of other owners or occupiers.
- 4.1.3. All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the trustees.

The hours applicable permissible are as follows:

Monday to Thursday 07:00 to 22:00

Fridays and Saturdays 07:00 to 23:00

Sundays and Public Holidays 08:00 to 21:00

Between the hours of 22:00 and 07:00 owners and occupiers shall maintain quietness in their units and on the common property.

4.2. Owners and occupiers shall be responsible for the behavior of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of notice by the Trustees, to the satisfaction of the Trustees.

4.3. i) Safety regarding explosives, fireworks and weapons

No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the Estate.

ii) No weapons (including firearms) may be discharged on any part of the Estate, including private property, except under such circumstances, which would reasonably justify the use of a firearm for self-defence.

5. REFUSE DISPOSAL

5.1. An owner or occupier of a property shall:

- 5.1.1. maintain in a hygienic and dry condition, a receptacle for refuse within his property.
- 5.1.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 5.1.3. for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees.
- 5.1.4. when the refuse has been collected, promptly return such receptacle to his property.
- 5.1.5. no garbage and/or garden rubble may be left outside the property except for collection on the date of collection. It may not be left out overnight if collection has happened.



6. VEHICLES

- 6.1. No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property without the written consent of the Trustees. The Trustees may cause to be removed, wheels clamped or towed away from the development at the risk and expense of the owner of the vehicle parked, standing or abandoned on the common property without the Trustees written consent.
- 6.2. Owners and occupiers of their properties shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the owner or occupier concerned.
- 6.3. No owner or occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, but may be permitted to attend to minor repairs and re-conditioning of vehicles in enclosed garages only.
- 6.4. Only vehicles owned by owners or occupiers may be washed on the common property. The use of hose pipes and taps for the purpose of washing vehicles is restricted to owners or occupiers.
- 6.5. Hooters shall not be sounded within the development other than in emergencies.
- 6.6. Vehicles may be parked only on such areas of the scheme as are specifically designated or approved by the Trustees for that purpose and in such a way that the flow of traffic and access to and egress from driveways are not obstructed.



- 6.7. No trucks or other heavy vehicles may be parked within the development without the prior written consent of the Trustees. Owners and occupiers will be allowed to park their caravans, boats and trailers within the estate on condition that its behind enclosed yard.
- 6.8. Vehicles parking or entering the development are subject to the express condition that it is parked at the owner's risk and responsibility and that no liability shall attach to the Trustees or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.
- 6.9. Motor vehicles of visitors may only be parked on such areas as are specifically demarcated for that purpose. Where parking areas are demarcated for visitors, such areas may only be used for visitors parking and under no circumstances may any owner or any Member of their families park their vehicles in such areas.
- 6.10. Owners shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to garages or otherwise;
- 6.11. Bicycles, motorcycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.
- 6.12. No unlicensed vehicle are allowed to enter the estate. (Within 21-Days Past Expiry date)
- 6.13. Golf Carts:
 - 6.13.1. No unlicensed driver may drive any motorised vehicle on the estate roads. This includes but is not limited to golf carts and scooters.

- 6.13.2. The WPHOA is indemnified against any claim in respect of
Damage / injury / death resulting from an accident.
- 6.14. No motorised airborne craft, including drones, will be permitted without written approval of Trustees.
- 6.15. No vehicle shall be used as sleeping quarters or be dismantled or if not in a roadworthy state be left where it is visible
- 6.16. A speed limit of 30 km/h applies to all vehicles

7. PARKING

- 7.1. Parking is to be confined to the specified parking area allocated to each owner/occupier and owners and/or tenants are under no circumstances and/or without specific permission of the Trustees allowed to park in the visitors' parking bays whatsoever.
- 7.2. Guests are to use only those bays reserved and specifically demarcated for visitors. A breach of this rule will entitle the Trustees to have any offending vehicle towed away from the Development at the risk and at the expense of the owner of the vehicle or alternatively the owner of the property.
- 7.3. Under no circumstances owners or occupiers shall not:
 - Park on any common area
lawns; Park on any of the road
surfaces;
 - Allow to be parked in any manner which obstructs the free flow of traffic and
or access and egress from other parking bays and garages;



Park in front of any fire hydrants be permitted.

A breach of this rule will likewise entitle the Trustees to have any offending vehicle removed or towed away to a public road or garage at the expense and Risk of the owner of the vehicle or alternatively the owner of the property.

8. ANIMALS, REPTILES AND BIRDS

- 8.1. Owners and occupiers will be allowed to keep three small pets per erf subject to the provisions of clause 8.2 herein. All male cats must be neutered.
- 8.2. Any owner shall be restricted to three domestic pets only. In the event of such owner on date of occupation having more than three domestic pets, the owner shall immediately notify the Trustees hereof. Such domestic pets, providing that it does not exceed three pets, shall be entitled to remain in the development for the duration of their life. On the demise of such pets, the owner shall not be entitled to replace them and shall thereafter be restricted to having three domestic pets as aforementioned herein.
- 8.3. Any pet that causes any nuisance, disturbance, inconvenience and/or annoyance to any other owner and/or occupier, particularly in the form of barking, shall be permanently removed from the development if the owner is not addressing the issue.
- 8.4. Any owner/occupier who has been granted authority to keep or harbour any animal, reptile or pet shall ensure that such animal, reptile or pet does not foul any part of the common property or otherwise cause any nuisance. Owners/occupiers concerned will be responsible for cleaning up any fouled common property and/or for any damages incurred by such animal.



- 8.5. All pets should be kept on lease when outside the boundary of their permanent erf and have ID tags.

9. LEVIES

- 9.1. Levies are due in advance on the first day of each month and are payable within 7 days after which interest at a rate determined by the Trustees will be payable thereon.
- 9.2. Late levies and legal costs relating to the recovery thereof shall bear interest and be reflected as outstanding levies on the levy statement. A member is liable for and must pay to the HOA all reasonable legal cost and disbursements, incurred by the HOA in the collection of arrear contributions or any other arrear amounts due and owing by such member to the HOA, or in enforcing compliance with these rules, the constitution and conduct rules

10. LETTING OF RESIDENTIAL HOUSES

- 10.1. All tenants of residential homes and other persons granted rights of occupancy by any owner of the relevant erf are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 10.2. No letting shorter than 4 [four] weeks shall be allowed without the written consent of the Trustees. The owner shall be obliged to notify the Trustees of any short term occupancy for security purposes.
- 10.3. An owner or occupier is not allowed to use his/her property as an Airbnb for shorter than a period of 4 weeks.

11. ERADICATION OF PESTS

An owner shall keep his property free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent and their duly authorised agents or employees, to enter upon his property from time to time for the purpose of inspecting the property and taking such action as may be reasonably necessary to eradicate any such pests.

The costs of inspection, eradicating any such pests as may be found within the property, replacement of any woodwork or other material forming part of such property which may be damaged by any such pests shall be borne by the owner of the property concerned.

12. ACTIVITIES ON COMMUNAL AREAS

Hobbies or other activities may be conducted on the communal areas if they do not cause a nuisance to other owners and/or occupiers. The Trustees shall be the final adjudicators resolving complaints of this nature.

13. CONTRACTORS CODE OF CONDUCT

13.1. Time for construction:

Contractors are only allowed on the estate from 7:30 am until 6:00pm from Mon to Friday and 08:00 am to 17:00 pm on Saturdays. No contractors allowed on site on Sundays and any public holidays. Any contractor in breach of this times will be dealt with the Fines as stipulated in conduct rules. If any emergencies occur during this time please contact the managing agent.

13.2. **Construction Deliveries:**

Deliveries are only allowed Mon to Friday from 8:00am to 18:00 pm and Sat from 8:00am to 12:00am. No deliveries on Sundays.

13.3. **Sleeping onsite:**

Under no circumstances may any employee of a builder and sub-contractor reside or sleep on a building site during the period of construction. . The responsibility is on builder/contractor to ensure that all people engaged on a site will be off site at end of day. Should a worker be found sleeping overnight in a house the builder/contractor will be fined.

13.4. **Damage:**

Owners and the contractors shall be responsible for any damage caused by them or their agents on the Estate including, without affecting the generality hereof, damage to curbs, verges, plants on the sidewalks, damage / blockage to the sewer system and to common estate areas.

13.5. **Entry to the estate:**

No contractor is allowed to drive into the estate to drop off staff. All staff working for the contractors needs to pre-register with managing agent and security before security will allow access and to be signed in and out.

13.6. **Damages to the current infrastructure:**

All vehicles used by contractors must not do any damages to current infrastructure like road, completed houses, boundary wall and paving. Any spillage or damages will be seen as breach of this conduct and liable for fines as stipulated in the conduct rules.

13.7. **Undesirable Conduct**

Should the WPHOA be dissatisfied with the conduct of any contractor, sub-contractor or supplier, the WPHOA may take appropriate action as deemed necessary, and/or suspend building activity until such undesirable conduct is rectified.

Examples of undesirable conduct are:

- Urinating in public.
- Fighting and non-violent abusive arguments.
- Swearing.
- Remarks of a sexual orientation towards any other person on the Estate.
- Not being fully dressed.
- Being under the influence of alcohol / drugs or any other intoxicating substance.
- Labour Unrest & Management disputes and payment of employees.

13.8. **General Neatness**

- 13.8.1. Contractors must always ensure the general neatness and good appearance of construction sites. The WPHOA reserves the right to intervene where the general neatness and appearance of construction sites are not in line with the profile of the Estate.



- 13.8.2. It is the duty of contractors' management / supervisory staff to inspect construction sites prior to the close of daily activities and to ensure it is closed off according to building regulation.
- 13.8.3. All sites not enclosed as per regulation will be subject to fines

14. SECURITY

- 14.1. The trustees may from time to time issue written instructions regarding security and access control. Such instructions shall be deemed to be part of these rules and shall be binding upon all owners and residents.
- 14.2. Only security personnel, trustees and the Managing Agent may enter the gatehouses.
- 14.3. Owners and residents must comply with security and access procedures and be responsible for compliance by their guests, employees, contractors, and invitees.
- 14.4. Any instance of burglary, vagrancy, unauthorized entry or exit, or fence jumping, or any attempt threat, must be reported to the Control Room without delay.
- 14.5. New residents must advise the WPHOA office of their names, telephone numbers, addresses and other relevant contact details at their earliest convenience.
- 14.6. No visitor to a resident will be allowed access to the Estate without being pre-cleared or receipt of telephonic confirmation from the resident to be visited.



- 14.7. Valid Photo ID will be required to enter the estate this includes residents, visitors, and contractors.
- 14.8. Residents may access the estate only by biometric system. Residents not registered on the biometric Access Control System will be obliged to sign in at the visitors' gate.
- 14.9. Security has been authorized by the Board of Trustees to ensure compliance with the Estate Rules / intervene with the transgression of the Estate Rules and the Service Provider Security Manual.
- 14.10. Security devices, the following are considered security devices:
 - a) Electric fence including the fence, its energisers, brackets and other items associated with it;
 - b) CCTV including Cameras, camera housings, power supplies, switches, fibre lines and servers and other items associated with it;
 - c) The Cell to gate system including any items associated with it;
 - d) The remote access devices including the readers and other items associated with it;
 - e) The keypads and or Biometric Readers including power supplies and other items associated with it;
 - f) Gates including Gate motors, tracks, wheels, sensors and any other items associated with it;
 - g) Any other security devices which may be installed to secure the complex and its residents;



Owner / Occupiers may not:

1. Repair or allow to be repaired any of the complexes security devices;
2. Adjust or allow adjustments to be made to the complexes security devices;
3. In any way tamper with or allow to be tampered with any of the complexes security devices;
4. Turn on / Off any of the complexes security devices;
5. In any way hamper the functionality of the complexes security devices;
6. Intentionally activate any of the complexes security devices without good reason;
7. Plant or allow to be planted trees and or other vegetation which can interfere with the functionality of these devices;
8. Allow trees and or other vegetation to become overgrown to the point where it interferes with the functionality of these devices;
9. Allow existing trees and vegetation to be within 500mm of the security devices;

Access to the complex is through the Entrance Gate, Exit Gate. Any other access by Owners, occupiers, visitors, contractors, sub-contractors, unknown persons will be considered trespassing and offences of this nature will be prosecuted to the full extent of the law.



15. PROPERTY USAGE

15.1. Normal Residential Use Only:

- 15.1.1. No property may be used for storage of materials and other activities not associated or compatible with residential usage, or which could present a danger or risk to the health or safety of any residents.
- 15.1.2. No owner shall allow more than 2 (two) persons per bedroom (or room partially used as a bedroom), to reside in the residence.
- 15.1.3. Owners who allow their residence to be occupied by other persons must obtain from such tenant a written undertaking to comply with the Estate Rules, which must be lodged with the manager of the WPHOA.
- 15.1.4. A residence may not be used as a guesthouse, bed & breakfast or hospitality service.
- 15.1.5. Subject to the provisions of the Constitution, and of this Rule, an owner or resident shall use his residence for residential purposes only.
- 15.1.6. An owner shall not use or permit his home to be used for any purpose which is injurious to the reputation of the development.
- 15.1.7. A garage shall not be used as a habitable room

16. ENVIRONMENTAL RULES

- 16.1. Owners' Responsibility Regarding Private Dwellings, Gardens and Adjacent Areas
Environmental factors of community living including energy, water and waste management is the responsibility of all residents and the following rules are designed to comply with environmental legislation and planting and beautification of gardens.
- 16.1.1. Appearance Of Improvements And Immediate Environment It is the responsibility of every homeowner to:
- 16.1.1.1. Keep vacant erven clean, neat, and free of weeds and rubble.
- 16.1.2. Littering And Preservation Of Environment:
- 16.1.2.1. No rubble, refuse or litter may be placed; left dumped or otherwise discarded on any part of the Estate.
- 16.1.2.2. if a garden is not kept in a neat fashion, and the owner refuses to comply after being given a warning, the WPHOA shall for eg mow the lawn and charge it to the account of the owner.

17. SELLING, LETTING, ESTATE AGENTS, SELLERS, BUYERS, AUCTIONS AND SHOW HOUSES / SALES OFFICE

- 17.1. In the event of the owner of property on the Estate renting out their property, the owner must inform the WPHOA in writing of the contact details i.e. name, contact number and e-mail address of such renter, not less than 7 days prior to the commencement of such letting.
- 17.2. In the event of any owner of property on the Estate wishing to sell their property, that owner must inform the WPHOA of the appointed estate agent(s) name(s) and contact details.
- 17.3. The agent must escort all potential buyers on the estate at all times. Potential buyers will not be allowed entry to the Estate without the presence of the Estate Agent or prior notification and appointment.



- 17.4. Rental Agents conducting business on behalf of home owners should ensure that sub- letting of any property on the Estate will not occur under any circumstance.

18. APPLICABILITY, ENFORCEMENT AND PENALTIES

- 18.1. These rules are binding upon owners and residents, their guests, visitors, contractors and any person employed directly or indirectly by the owner or resident for purposes related to their physical presence on the Estate.
- 18.2. Owners remain responsible at all times for the conduct of occupiers, tenants, employees, contractors, family members, visitors, and invitees to their units, and for their compliance with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 18.3. No indulgence or relaxation in respect of these Rules, or failure to enforce same in one or more instances, shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.
- 18.4. Nuisance and contraventions of any rules indicated in this code of conduct Rules
- 18.4.1. If the conduct of a resident or his or her visitors constitutes a nuisance in the opinion of the WPHOA, or if an owner, resident or visitor contravenes, breaches, disobeys or disregards a provision of the Constitution or Estate Rules, the WPHOA may furnish the owner and resident (if applicable) with a written notice. In the notice the particular conduct, which constitutes a nuisance, shall be adequately described or the Rule that has allegedly been contravened will be clearly indicated. The offender will be warned once that if he or she persists in such conduct or contravention, a penalty will be imposed on the owner.

- 18.4.2. If the offender nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees reserve the right to impose penalties and / or take appropriate legal action.
- 18.5. The Board of Trustees reserves the right to impose further penalties and/or take appropriate legal action in respect of any penalty imposed in terms of Clause (18.4.1.1) and (18.4.1.2) and which has not been paid within 14 days after notification of the imposition of the penalty.

19. PENALTY CAUSE FOR 18 (4) ABOVE:

- 19.1. First offence will be dealt with a warning, there after A minimum fine 25% of the levy will be charged for the transgression of any clause/Rules as stipulated in this document – Wilde Paarde WPHOA Conduct Rules. In the event of a Third transgression of the same nature, a fine of 50% of your levy will be charged and Final Warning.
- 19.1.1. Any further transgressions for Contractors will result in the suspension of construction activities and the issuing of a deposit of R5, 000-00 fine. A fine of 100% of your levy will be added until rectified.
- 19.1.2. Any further transgressions for Residents, visitors and domestic workers/gardeners will result in hand over to Legal advice and the issuing of a 50% of your levy fine plus Legal cost to transgressor. Each fine will be additional to previous one issued.
- 19.2. An additional 25% of your levy fine will be imposed if the owner / principal agent / main contractor fails to pay a fine not within 48 hours after receiving such fine. All construction activities will terminate until all outstanding fines are paid in full. The decision by the Portfolio Estate Rules will be final and no further correspondence will accepted.



- 19.3. The WPHOA reserves the right to refuse contractors to continue construction / refuse access to the premises until rectifications of transgressions have been made to the satisfaction of the WPHOA and fines have been paid in full.
- 19.4. In the event of any warning or fine being issued, a copy thereof will be forwarded to the client of that contractor.
- 19.5. The WPHOA reserves the right to remove any individual contractor (person/s) and vehicles from the Estate immediately in the event of transgressions such as the failure to display ID cards, movement contrary to the regulations, undesirable conduct, speeding, unroadworthy vehicles etc.
- 19.6. Contractors are again reminded that the owner / principle agent / main contractor is responsible for all sub contractors providing services to the project. The WPHOA will hold the owner / principle agent / main contractor responsible for all actions and fines incurred by personnel and sub contractors to the specific project.
- 19.7. It is the contractors' responsibility to inform the Security Manager once his responsibility towards the construction of a residence or other feature terminates. In such events, the owner shall be held liable.
- 19.8. Each Owner, contractor and resident must familiar themselves with the amended versions of the Wilde Paarde Conduct Rules.

20. GENERAL

The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any

description which any owner or occupier of property or any Member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the.

All complaints, violation of these rules, or any other cause of concern must be in written form, addressed to the Chairman of the Home Owners' Association and submitted to Trustees.

21. PROTECTION OF PERSONAL INFORMATION ACT, 2013 (POPIA) AND PROMOTION OF ACCESS TO INFORMATION ACT, 2000, AS AMENDED (PAIA)

- 21.1. The Home Owners Association is a “Private Body” and “Responsible Party” as defined in the POPIA and the PAIA. In this rule, capitalized italicized words shall have the meaning attributed to them in the POPIA and the PAIA and Personal Information shall include the video footage of CCTV cameras installed by the Home Owners Association.
- 21.2. The Home Owners Association is obligated to ensure that it complies with the POPIA and the PAIA when Processing, Personal Information of Owners/Occupiers, their employees and other Data Subjects and when receiving requests for information.
- 21.3. For purposes of the POPIA, the Owners expressly consent to the Processing of their Personal Information by the Home Owners Association.
- 21.4. Every Owner shall obtain and will be deemed by the Home Owners Association to have obtained, and will at all times have in place, the written consent of their Tenants/Occupiers and employees (such consent to be provided in the lease/employment contract/s or other signed document, as applicable), for the Home Owners Association to Process the Tenants/Occupiers and Employees Personal Information.

- 21.5. Each Owner/Occupier shall be required to fulfill the applicable terms of the Home Owners Association, before being provided with Personal Information of the Home Owners Association and/or Owners/Occupiers and/or other Data Subjects and to sign a nondisclosure agreement and any other documents, deemed necessary by the Home Owners Association, in its sole discretion. Each Owner/Occupier shall also be required to reasonably satisfy the Home Owners Association in writing, that the Owner/Occupier has in place the necessary measures, to comply with Section 19 of the POPIA – Security Measures.
- 21.6. Each Owner/Occupier shall ensure, that if they lawfully come into possession of any Personal Information of the Home Owners Association and/or Owners/Occupiers and/or other Data Subjects, that they comply with the POPIA and the 8 conditions in Chapter 3 of the POPIA, in respect of Processing the Personal Information and that they will take the appropriate steps set out in the POPIA to protect the Personal Information, will not disseminate it and will destroy/de-identify it, when no longer authorized to retain it or when the purpose for which it was provided has been fulfilled. On request by the Home Owners Association, each Owner/Occupier shall within 7 (seven) days, reasonably satisfy the Home Owners Association in writing, of compliance with this rule.

Annexure B – Solar Installation Approval Requirements



1. Purpose

This annexure outlines the requirements and procedures for the approval and installation of solar energy systems within the Wilde Paarde Estate, ensuring all installations meet the aesthetic and safety standards set by the Homeowners' Association (HOA).

2. Approval Requirement

No solar energy systems—including solar panels, inverters, or any related equipment—may be installed on any property within the estate without prior written approval from the trustees. This ensures that all installations conform to estate standards, both in appearance and safety.

3. Application Procedure

- Application Submission: Homeowners interested in installing solar systems must complete and submit the "Solar Installation Application" form (Annexure A) attached to the Conduct Rules.
- Details Required in Application:
 - Design and layout of the proposed installation, including panel placement and visual renderings.
 - Technical specifications for all equipment, including panels, inverters, mounting hardware, and wiring.
 - Proposed installation plan, addressing safety measures, compliance with local regulations, and any professional certifications of the installer.
- Review and Approval Process:
 - Applications will be reviewed by the trustees within 30 days of submission.



- The trustees reserve the right to request additional information or alterations to align with estate standards.
- Written approval from the trustees is mandatory before any installation begins.

4. Post-Approval Installation

Requirements Once approval is granted:

- Installations must be conducted by certified professionals who adhere to the estate's guidelines and industry standards.
- Homeowners are responsible for ensuring the installation is maintained in line with HOA safety and aesthetic guidelines.

5. Non-Compliance Consequences

Failure to obtain approval prior to installation may result in the removal of the solar system at the homeowner's expense. The HOA reserves the right to impose penalties and require removal if installations do not meet approved standards.



Annexure C – Permitted Exterior Paint Colours

1. Purpose

This annexure specifies the permitted exterior paint colours for properties within Wilde Paarde Estate, ensuring a cohesive aesthetic throughout the estate in alignment with community standards.

2. Approved Paint Colours

The following paint colours are authorized for use on exterior surfaces of all properties within the estate:

Laminin Paints: NTP045/3 N/TEX/BADGR LIGHT GREY APS 20L

3. Compliance Requirements

- **New Paint Applications:** All exterior paint applications on new constructions, renovations, or repainting projects must use only the approved colors listed above.
- **Maintenance and Repairs:** Any maintenance or repair work that involves repainting sections of the property's exterior must match the original approved color to ensure consistency and approved by Trustees.

4. Post-Approval Installation

Requirements Once approval is granted:

- Installations must be conducted by certified professionals who adhere to the estate's guidelines and industry standards.
- Homeowners are responsible for ensuring the installation is maintained in line with HOA safety and aesthetic guidelines.

5. Non-Compliance Consequences



WILDE PAARDE

COUNTRY ESTATE

- Any property painted in colors other than those specified in this annexure will be subject to correction at the homeowner's expense.
- The HOA reserves the right to impose penalties or require repainting if unauthorized colors are used at the expense of the owner.



Version History

Version	Date approved	Approved by	Summary
v1	31 Jan 2020	HOA	Original Conduct Rules.
v1.1	4 Dec 2024	HOA - AGM Votes	Added/amended: Rules 2.1.6; 4.1.3; 4.3; 6.12-6.16; 8.3-8.5; 10.2-10.3; 13.1-13.8; 14.1-14.10; 15.1; 16.1; 17.1-17.4; 18.1-19.8; 21.1-21.6; Annexure B; Annexure C.
v1.2	19 Apr 2025	N/A - CI update by PopSquad	CI/branding update by PopSquad; layout, logo, footer/copyright and numbering corrections only. No rule or policy changes.
v1.3	17 May 2026	Trustees - Resolution	Trustee resolution: Rule 6.16 amended from 40 km/h to 30 km/h. Version history