

OFFER TO PURCHASE

TO:

(hereinafter called the "Seller")

I, the undersigned _____ ("The Purchaser"), in my personal capacity or in the capacity set out beneath my signature hereto, offer to purchase:

Erf _____ Hilton, Registration Division FT, Province of KwaZulu-Natal in extent _____ square metres ("the Property") which is part of a township known as "The Gates at Hilton" ("The Gates") and is known as _____ The Gates

for the sum of R _____ (_____) ("the purchase price") exclusive of Value Added Tax ("VAT").

My address for the purposes of this agreement is:

Postal Address: _____

Telephone: _____ Cell: _____

Email: _____

1. THE SALE

The Seller sells to the Purchaser who purchases the property subject to the terms and conditions set out herein.

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2. MORTGAGE BOND

This Agreement is subject to the suspensive condition that the Purchaser is granted a loan –

2.1. On the security of a first mortgage bond over the property;

2.2. By a Bank or by any other person on terms and conditions no more onerous than prevailing Bank terms and conditions;

2.3. Within 30 days of the date hereof;

2.4. Provided that this condition shall be deemed to have been fulfilled notwithstanding that such loan is granted subject to a condition that funds are not immediately available or that it can be withdrawn at the lender's discretion or otherwise.

2.5. The Purchaser may at any time up to and including, but not after, the date by which the loan is to be granted, including any extension, waive the benefit of this clause by written notice to the Seller.

2.6. If this condition has not been fulfilled or waived by the Purchaser by the date envisaged in clause 2.3 hereof, including any extension, this Agreement shall be void and neither party shall have any further rights except as set out below. In particular, the Purchaser shall have no right after that date to elect to treat this Agreement as being free of this condition if it has not been waived by that date.

3. PAYMENT OF THE PURCHASE PRICE

3.1. The whole of the purchase price, together with any VAT which may be due thereon, shall be paid by the Purchaser to the Seller on the date of registration of transfer of the property into the name of the Purchaser (“the transfer date”) and shall, in the interim, be secured by:

3.1.1. A deposit of 25% of the purchase price will be paid within 10 (ten) days of the acceptance of this offer by the purchaser.

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3.1.2. The balance of the purchase price together with VAT shall be secured by either a cash payment or a bank guarantee issued by a financial institution in the usual form of a property guarantee acceptable to the Seller to be furnished by the Purchaser to the Seller within sixty days of either signature of this agreement or the date on which the suspensive condition set out above is fulfilled whichever is applicable. The guarantee shall be expressed to be payable free of exchange at Pietermaritzburg on the transfer date.

3.2. The deposit or payment of the balance of the purchase price or portion thereof shall be invested in terms of Section 78(2A) of the Attorneys Act for which investment this shall be the authority; interest on the deposit shall accrue to the benefit of the Purchaser from the date of the deposit until the transfer date, On the transfer date the capital of the deposit shall be paid by the Conveyancers to the Seller.

4. VAT

4.1. The Seller records that it is not a vendor for purposes of VAT and that VAT is not payable on this transaction.

4.2. The Purchaser shall pay transfer duty to the Conveyancers in accordance with Paragraph 4 of this agreement.

5. REGISTRATION OF TRANSFER

5.1. Registration of transfer of the property into the name of the Purchaser shall be attended to by Tomlinson Mnguni James, the Conveyancers at the expense of the Purchaser. The parties agree to sign all documents as are necessary to give effect to this agreement on production of the documents to them by the Conveyancers.

5.2. Transfer of the property to the Purchaser shall be given to the Purchaser as near to _____ as is possible

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6. OCCUPATION AND POSSESSION

- 6.1. Occupation and possession of the property shall be given to the Purchaser by the Seller on the transfer date on which date all risk and benefit in and to the property shall pass from the Seller to the Purchaser.
- 6.2. If the date of transfer of the property to the Purchaser does not coincide with the date of occupation, then the Seller is entitled to occupation rental while the property is registered in the Seller's name. The occupational rent shall be set at R_____ per month plus VAT (if applicable).
- 6.3. Payment shall be made monthly in advance on the first day of each month;
- 6.4. If the liability for occupational interest commences or ceases during a month, a proportionate share in respect of the period up to the end of that month shall be payable or refundable, as the case may be, on the date of such commencement or cessation.

7. SPECIAL CONDITIONS APPLICABLE TO THE GATES

- 7.1. Access to The Gates will be restricted to residents, their guests, lessees and members of their families and such other persons as the Seller or The Directors of the Home Owners Association or the house rules applicable to The Gates shall permit.
- 7.2. A Non Profit Company under the provisions of the Companies Act No 71 of 2008 called THE GATES AT HILTON HOME OWNERS ASSOCIATION RF NPC ("The Home Owners Association"), for the purposes of managing the activities within The Gates and to maintain compliance with the house rules, building code and other similar matters applicable to the property and other properties in The Gates has been registered. The draft Memorandum of Incorporation ("MOI") of The Gates at Hilton Home Owners Association and the house rules of The Gates ("the Rules") are available for the Purchaser to inspect at the Home Owners Association offices. The Purchaser confirms that the Purchaser accepts and is bound by the terms and conditions of the MOI and the rules. The Purchaser

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acknowledges that the Home Owners Association may amend these documents from time to time and the Seller undertakes to advise the Purchaser of any such changes.

- 7.3. The Purchaser shall be obliged to become a member of the Home Owners Association and shall remain a member for as long as the Purchaser remains a registered owner of or the representative of a legal entity which is the registered owner of a property in the Gates.
- 7.4. This condition shall be incorporated in the Title Deed of the property.
- 7.5. To protect the rights of the Hiltonian Society which are enshrined in the MOI the property shall not be alienated transferred, leased or disposed of in any way without the written consent of the Home Owners Association.
- 7.6. The Purchaser agrees that all negotiations, legal or quasi legal dealings or actions with or against any neighbour of The Gates, shall be conducted by the Homeowner's Association and, insofar as may be necessary in law, the Purchaser cedes and assigns any personal rights which the Purchaser may have in regard to such dealings and negotiations to the Homeowners' Association.
- 7.7. The building code applicable to the property and all other properties in The Gates is available for inspection at the Home Owners Association offices. The code consists of architectural guidelines and specifications. The Purchaser agrees and accepts that no building shall be built on the property or alterations made to an existing building unless it complies with the building code and further acknowledges that the Home Owners Association is vested with the power to enforce the building code.
- 7.8. The terms of conditions of the MOI, the rules and the building code shall be applicable to all sales in The Gates with the effect that each and every owner of properties in The Gates shall be bound to comply with the conditions and shall not be entitled to sell the property as a whole or an undivided share therein without binding the Purchaser of the property or the undivided share to the terms and conditions.

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8. RESIDENTIAL DEVELOPMENT

The Gates is a residential estate and no business shall be conducted on any property.

9. BUILDING

9.1. The Purchaser acknowledges that the Home Owners Association has the right to control the building code in The Gates.

9.2. The Purchaser shall prior to commencing either building operations or external alterations to an existing building submit plans prepared by an architect approved by the Home Owners Association which plans shall comply with the building code.

9.3. The Purchaser accepts that it is the Purchaser's obligation to inform anyone to whom the Purchaser sells the property of the terms and conditions of the foregoing paragraph.

9.4. Any building on the property shall be constructed by the building contractors approved by the Home Owners Association. The Purchaser accepts and agrees that this condition is reasonable for the preservation of the integrity of The Gates and the Hilton College Estate.

10. LEVIES

The Purchaser shall be liable for and shall pay the monthly levies charged by the Homeowners' Association on and from the 1st day of the month following the month in which transfer is registered.

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11. LEVY STABILISATION FUND

11.1. The Purchaser acknowledges that a levy stabilization fund which fund is controlled by the Home Owners Association and utilised for capital and other necessary expenditure has been established.

11.2. On sale of the property by the Purchaser and in the case of all future transfers an amount of 1% of the purchase price or a maximum of R25 000,00 shall be retained by the Conveyancers and paid into the levy stabilization fund.

12. PHASED DEVELOPMENT

The Purchaser acknowledges that The Gates is to be developed in phases at the sole discretion of the developer. The developer may incorporate additional land in The Gates.

13. ESTATE AGENT'S COMMISSION

The parties record that any commission due to an Estate Agent officially appointed by the Seller will be paid by the Seller.

14. CONDITIONS OF TITLE AND OTHER CONDITIONS

The Purchaser purchases the property subject to all the terms and conditions contained in the title deed to the parent property and subject to all the terms and conditions imposed on the property in terms of the Municipality's consent and the conditions imposed in terms of the KwaZulu-Natal Planning and Development Act.

15. ELECTRICAL, GAS COMPLIANCE AND ENTOMOLOGIST CERTIFICATES

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- 15.1. The Seller shall be obliged prior to transfer of the property, to furnish the Purchaser with –
- 15.1.1. a certificate of compliance as defined in Regulation 1 of the regulations promulgated in Government Notice R242 published in Government Gazette No. 31975 dated 6 March 2009 in respect of all electrical installations on the property; and
- 15.1.2. In regard to the perimeter fence, an electric fence system certificate of compliance which certificate shall be supplied by the Home Owners Association, issued by a registered person in accordance with Annexure 1 to the Electric Machinery Regulations published in Government Gazette No. 31454 dated 25 March 2011 in respect of any fence and/or electric fence system erected on the property; and
- 15.1.3. (to the extent that any gas appliances used or installed on the property require certification in terms of the Pressure Equipment Regulations promulgated under the Occupational Health and Safety Act), a certificate of conformity issued by an authorized person registered as such with the Liquefied Petroleum Gas Safety Association of Southern Africa in terms of Regulation 17(3) in respect of such gas appliances;
- 15.2. The Seller shall be liable to bear the charges of any person issuing the certificates required in terms of this clause for –
- 15.2.1. any repair, alteration or remedial work that may be required to be undertaken in order to procure the furnishing of such certificates; and
- 15.2.2. for conducting the inspections and issuing the certificates required in terms of the respective regulations.
- 15.3. Notwithstanding any other provision of this agreement, the Seller shall be obliged, within 14 days of this agreement becoming unconditional, to furnish the Conveyancers with a certificate in customary form and issued by a State-approved entomologist to the effect that all buildings on the property are visibly free from infestation by termites, borer beetles and other timber-destroying insects. The costs of any treatment that may be required to be

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undertaken in order to procure the furnishing of such certificate shall be paid by the Seller.

16. VOETSTOOTS

Save as is otherwise specifically provided for in this agreement, the property is sold to the Purchaser who purchases it voetstoots and as it stands. If on the subsequent survey of the properties for the purposes of the diagrams referred to in this agreement, it appears that the properties are either of greater or lesser extent than indicated in this agreement, neither party shall have a claim against the other for either an increase or decrease in the purchase price in relation to such variation.

17. COSTS

The costs of this agreement shall be borne by the Seller.

18. DEFAULT

18.1. Should either party be in breach of any of the terms and conditions of this agreement and remain in breach for a period of 7 days after receipt of written notice to remedy such breach then the party giving notice shall be entitled, without prejudice to any other relief to which it may have, to cancel this agreement and to sue the party in breach for damages or to abide by the terms hereof and to sue the party in breach for proper performance without prejudice to any claim which the party giving notice may have for damages.

18.2. The parties record that in the event of the transfer being delayed beyond the date specified in Paragraph 5.1 hereof the Seller will suffer material loss and accordingly the parties agree that should the transfer of the property be delayed by any act or omission by either party, then the defaulting party shall pay interest on the purchase price at the rate of 11% (Eleven Per Cent) per annum, calculated from the date upon which the Conveyancer issues a letter

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placing the defaulting party in mora until the date upon which that party ceases to be in mora.

19. MISCELLANEOUS MATTERS

19.1. Addresses & Notices

19.1.1. For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties choose domicilium citandi et executandi ("domicilium") as follows

Seller:

Purchaser: As set out in the preamble to this agreement

19.1.2. A party may at any time change that party's domicilium by notice in writing provided the new domicilium is in the Republic of South Africa and consists of or includes a physical address at which process can be served.

19.1.3. Any notice given in connection with this agreement shall be delivered by hand or sent by pre-paid registered post or sent by telefax to the domicilium chosen by the party concerned.

19.1.4. A notice given as set out above shall be deemed to have been duly given if delivered, on the date of delivery; if sent by post 10 days after posting; if sent by telefax 1 hour after the time of transmission of the telefax provided that the telefax is transmitted between the hours of 08h00 and 15h30 on a normal working day.

19.2. Entire Contract

This agreement constitutes the entire contract between the parties with regard to the matters dealt with in this agreement and no representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties.

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19.3. Variation & Cancellation

No agreement varying, adding to, deleting from or cancelling this agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

19.4. Indulgences

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence from exercising any rights against the other which may have arisen in the past or which may arise in the future.

This offer shall remain open for acceptance indefinitely but may be withdrawn by the Purchaser at any time prior to acceptance of the offer by the Seller.

Dated at on20.....

PURCHASER

AS WITNESSES:

Accepted at on20.....

Seller

AS WITNESSES:

Accepted at on20.....

The Gates HOA

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P.Bag 6001, Hilton 3245 Ph: 033 383 3014/5. E: office@gwenstreamestates.co.za web:
www.thegatesathilton.co.za

RULES FOR RESIDENTS

1. INTRODUCTION

“The Gates at Hilton” aims to provide a relaxed and secure environment for the residents. The rules outlined in this document are designed to promote happy co-existence through the enforcement of a reasonable code of conduct which is neither officious nor restrictive, but which will ensure maximum enjoyment of the environment.

The authority to make and amend these rules rests with the Homeowner’s Association (HOA) of “The Gates at Hilton”, to which all owners and co-owners of property within the development are required to belong. The responsibility for ensuring compliance with the rules, by way of fines and other penalties, is vested in the elected Directors of the HOA. The provisions of the rules are binding on all residents of “The Gates at Hilton”, and on their visitors.

The over-riding objective is to produce a harmonious and happy environment, and residents are encouraged to attempt, in the first instance, to settle differences which may arise amongst themselves in a spirit of tolerance and respect. Where necessary, complaints may be lodged with the Directors of the HOA.

2. PLANNING, DESIGN AND CONSTRUCTION

- 2.1 All Property Owners shall be required to abide by the latest versions of the Building Design Code and approval regulations, Developers’ and Contractors’ regulations, Environmental Management Plan, Landscaping guidelines, Security Protocol, conditions of title and the regulations applicable from time to time. Copies of these documents are available from the “The Gates at Hilton” office, and on the website.
- 2.2 Plans are to be drafted in accordance with the provisions of the Building Design Code and submitted to the Architectural Committee for approval, according to the published procedures. No construction may commence prior to the receipt of the committee’s approval, and the approval of the uMngeni Municipality.
- 2.3 The construction must be in accordance with the published Building Procedures, and occupation may only take place following final site inspection and the issuing of a Certificate of Completion.
- 2.4 No additions, alterations or attachments may be commenced without the specific approval of the Architectural Committee. Gazebos and similar constructions also require approval.

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- 2.5 The positioning of television aerials and satellite dishes is to be negotiated with the Architectural Committee prior to installation.

3. USE OF DWELLINGS AND PROPERTIES

- 3.1 No person within The Gates at Hilton may unreasonably interfere with the use and enjoyment by others or in such a way as to create a nuisance to any other person or to the detriment of the environment.
- 3.2 The number of persons occupying a dwelling is limited to twice the number of bedrooms.
- 3.3 Washing may not be hung out to dry in an area directly visible to the public or neighbours.
- 3.4 No harmful or inflammable substances may be kept on the property other than in such quantities as may reasonably be required for domestic purposes.
- 3.5 Appropriate and tasteful house signs are permitted beside the driveways to homes, as are mail boxes.
- 3.6 No freestanding sheds are permitted save during the construction period.
- 3.7 Free standing children's play houses and jungle gyms require written approval from the Homeowners' Association, prior to installation. Such items will be required to fit in with the style of The Gates at Hilton and may not impact negatively on the neighbours.
- 3.8 No flag, flag poles or radio aerials on poles will be permitted, unless specifically sanctioned by the Homeowners' Association.
- 3.9 The use of any shade cloth is prohibited.
- 3.10 The Homeowners' Association controls the style and colour of external awnings and authorization must be obtained prior to installation.
- 3.11 Any fencing of individual properties must comply with the specifications of the Building Design Code, and may only be installed following written consent from the HOA.

4. ADVERTISING SIGNAGE

- 4.1 No commercial advertising of properties will be permitted along Hilton College Rd, or around the entrance to The Gates at Hilton. The only exception to this will be temporary signage advertising an "Open House", and this will be restricted to the weekend of the event: Friday 1.00pm to Sunday 6.00pm. The Gates Home Owners' Association office should be advised in advance of these events.
- 4.2 No commercial advertising of any nature will be permitted within The Gates at Hilton, other than a single "For Sale" or "To Let" sign which may be placed on the verge in front of a property.
- 4.3 No signs may be displayed in the Gates at Hilton except in accordance with the Developer's Protocol for the erection of new buildings.
- 4.4 All decorative house name boards must conform to the requirements as outlined by the HOA.

5. BUSINESS PREMISES

- 5.1 No person shall attempt to sell any goods or services to other persons within The Gates at Hilton, whether by way of door to door selling, setting up a store, spaza shop or sales table, nor may any person make any attempt to set up a business as a vendor within The Gates, for any purpose whatever, without the prior written consent of the HOA and the necessary licences prescribed by law.
- 5.2 A portion of the dwelling may be used as office space by the resident, provided that prior written approval is obtained from the HOA, which approval will be subject to compliance with the Local Authority's regulations.
- 5.3 Any form of public auction or sale on any property is prohibited, unless specifically sanctioned by the HOA .

6. UPKEEP AND MAINTENANCE OF PROPERTIES

- 6.1 All fences, driveways, structures and exteriors of all buildings shall be maintained by the Property Owner in a clean and tidy condition, be fittingly repaired, painted and generally maintained to a standard satisfactory to the HOA.
- 6.2 All gardens or undeveloped land shall be maintained by the Property Owner in accordance with the Environmental Management Plan and the Landscaping Guidelines. Gardens and undeveloped land may not be used for any purpose, or in any manner, which is likely to have a negative impact on neighbouring properties, or on The Gates at Hilton in general.
- 6.3 Where, in the opinion of HOA, the condition of a dwelling or its surroundings is not up to the required standards of The Gates at Hilton, written notice shall be given to the Property Owner to carry out the necessary improvements within a specified time.
- 6.4 Should the Property Owner fail to carry out such work as requested, the HOA shall be entitled to carry out that work and to recover the reasonable cost thereof from the Property Owner, which amount shall be deemed to be part of the levy due by the Property Owner.

7. LANDSCAPING

- 7.1 Private gardening is encouraged and all efforts to enhance The Gates of Hilton are supported.
- 7.2 A landscaping plan should be submitted to the Architectural committee for approval, prior to construction.
- 7.3 Plant material must consist of at least a 60% indigenous ratio. Recommended plants are listed as part of the Landscaping Protocol.

8. LEVIES

- 8.1 In terms of Article 5 of the Articles of Association, levies are payable by all Property Owners and are due in full and in advance by the 1st day of each and every month.

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- 8.2 Owners whose levy payments are in arrears at the 7th of the month will be liable to pay interest at 2% above the current prime overdraft rate of the Standard Bank of South Africa, and such interest shall be applied to the full amount overdue, from the 1st day of the month up until the date of payment.
- 8.3 Any interest on, or collection fees for overdue levies, shall be considered to be part of the levy and treated as such.
- 8.4 Levy amounts may not be withheld or off-set against any real or perceived non-provision of services, or for any other reason whatsoever.
- 8.5 Owners are encouraged to effect levy payments by way of debit orders.

9. VEHICLES

- 9.1 Use of motorized vehicles is restricted to roads and driveways.
- 9.2 No vehicle shall be parked, stored or left unattended within The Gates at Hilton other than at a place properly set aside for such purpose.
- 9.3 The parking of boats, caravans, trailers etc. shall be in such a manner as not to be directly visible to the public or neighbours.
- 9.4 The HOA may impose a speed limit upon roads within the development.
- 9.5 Pedestrians shall have the right of way at all times within The Gates at Hilton, and vehicles shall be brought to a stop whenever necessary to allow this.
- 9.6 The HOA may, by means of appropriate signage of the type used on public roads, give directions as to the use of roads within the development.
- 9.7 Only licensed drivers may operate vehicles within The Gates at Hilton.
- 9.8 The laws applicable to use of roads within the Republic of South Africa shall apply within the boundaries of The Gates at Hilton, and may be enforced by the HOA.
- 9.9 The driver of any vehicle entering The Gates at Hilton shall:
 - 9.9.1 Not drive while under the influence of alcohol or any drug which may impede his ability to control the vehicle;
 - 9.9.2 Not drive in a manner which constitutes a danger or nuisance to others;
 - 9.9.3 Not sound hooters/horns unnecessarily.

10. REFUSE REMOVAL

- 10.1 The removal of refuse shall be under the control of the HOA who may, in exercising its function in this regard, from time to time by notice in writing to all persons concerned:
 - 10.1.1 Lay down the type and size of refuse containers to be used
 - 10.1.2 Give directions in regard to the placing of such containers for collection
 - 10.1.3 Require the payment of a reasonable charge for the provision of containers.
- 10.2 Property owners are to ensure that directions given relating to refuse removal are observed.

- 10.3 Removal of refuse of such size, quantity or nature that it cannot be accommodated by the normal service shall be the responsibility of the Property Owner.

11. GENERATORS

Generators are permitted but must be covered and located within a courtyard.

12. FIREARMS AND FIREWORKS

- 12.1 The use of any kind of fireworks is prohibited.
- 12.2 No Property Owner shall discharge or permit the discharge of any firearm, air gun or other lethal or dangerous weapon (including catapults) within the Gates at Hilton, other than in self-defence.

13. PETS

- 13.1 Owners must comply with Local Authority by-laws relating to the keeping of pets.
- 13.2 Prior to bringing a pet on to the property, written permission must be obtained from the HOA. Such permission will not be unreasonably withheld.
- 13.3 No more than 2 (TWO) dogs and/or 2 (TWO) cats are permitted per household.
- 13.4 All cats and dogs must be either spayed or neutered. A veterinary certificate of compliance must be produced along with the request to keep the pet.
- 13.5 Caged birds will be allowed subject to not more than two birds per cage, and a maximum of two portable cages per residence. Aviaries are not permitted.
- 13.6 Pigeons, poultry, peacocks, wild animals, livestock, snakes, reptiles and the like are not permitted.
- 13.7 Each dog or cat must at all times wear a collar with a name tag indicating the owner's name and telephone number.
- 13.8 Dogs must be kept in an adequately controlled area within the Owner's property. When outside the property, dogs must at all times be on a leash and under the control of a responsible person. Stray pets without name tags will be handed over to the SPCA or Municipal pound and any costs will be for the owner's account.
- 13.9 The HOA is entitled to impose fines on owners whose pets are found unattended out of their owner's properties.
- 13.10 The owner of a pet must immediately remove any fouling by pets on property belonging to the HOA or other owners.
- 13.11 Pets may not be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking etc., and no pet may be left alone for an extended period.
- 13.12 Any animal or bird found on the property and in contravention of these rules will be removed.
- 13.13

14. SECURITY

All persons within The Gates at Hilton shall adhere to security procedures in force from time to time. Property Owners are required to familiarize themselves with, and abide by, the Security Protocol.

15. CONSERVATION AREA

15.1 The Gates at Hilton incorporates a conservation area, identified on the layout plan. This area is designated for the use and enjoyment of all Property Owners and the Hilton college community, subject to the following. No one shall:

- 15.1.1 disturb, harm or destroy any wild animal, insect, reptile bird or plant;
- 15.1.2 light any fire other than at a place designated for that purpose and subject to proper fire control measures;
- 15.1.3 set snares, traps or any similar device;
- 15.1.4 dump refuse or litter;
- 15.1.5 disturb, destroy or collect any plant material, whether alive or dead;
- 15.1.6 camp.

16. PASTURES

Those areas within The Gates at Hilton are reserved for use by The Society to graze animals.

17. COMMONAGE

Certain areas are designated as commonage and may be used by residents for recreation, subject to any rules imposed by HOA from time to time.

The owners of Erf 1731, Erf 1753, Erf 1754 and Erf 1760 shall have the right of exclusive use over that portion of Erf 1817 which immediately abuts those properties and extends to the eastern boundary of the development to the exclusion of the owners of all other subdivisions apart from the bona fide employees of the Homeowners Association who are engaged in maintenance of the boundary fence. This rule may not be amended without the consent of the owners of the aforesaid erven.

18. SWIMMING POOL RULES

- 18.1 The swimming pool is solely for the use of members of The Gates at Hilton Homeowners' Association ("Member") or their guests. All guests must be accompanied by a member when using the swimming pool.
- 18.2 Members or their guests using the swimming pool do so entirely at their own risk and in using the swimming pool acknowledge the possibility of injury or death resulting from the use of the swimming pool and indemnify and will hold the Homeowners' Association completely harmless against any loss which may be sustained by a member or a member's guest or guests as a consequence of injury or death incurred from what so ever cause whilst using the swimming pool.

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- 18.3 In using the swimming pool the members and their guests agree and are bound to comply with the following rules:
- 18.3.1 Alcoholic drinks may not be brought into the swimming pool area. Any soft drinks brought into the swimming pool area may only be in plastic containers and under no circumstances are glass containers to be brought into the swimming pool area.
 - 18.3.2 No rough, boisterous or untoward behaviour which shall include foul or abusive language is permitted either in the swimming pool or in the swimming pool area.
 - 18.3.3 Children under the age of 12 in the swimming pool area must be accompanied by an adult supervisor at all times.
 - 18.3.4 Members are reminded that this is a community swimming pool and no activity which may cause undue disturbance to other members using the swimming pool or which could potentially endanger any other person will be tolerated.
 - 18.3.5 All members using the swimming pool must wear a suitable swimming costume.

19. HILTON COLLEGE FACILITIES AND NATURE RESERVE

- 19.1 Residents of The Gates at Hilton may enjoy limited and controlled use of the facilities of Hilton College, and of the Estate. The terms of this privilege will be negotiated from time to time between the HOA and the Hiltonian Society and circulated amongst Property Owners.
- 19.2 In order to enjoy the use of these facilities, Property Owners will be required to apply for membership of the Fleur-de-Lys Club, and access will be managed through the Club.
- 19.3 No unauthorized use of facilities will be permitted.

20. LEASE/SALE OF LAND

- 20.1 The HOA must be informed prior to the renting/leasing of a residence, and written consent to a specific long term lessee must be obtained. Such consent shall not be withheld without good cause. Short term (e.g. weekend) rentals are permitted.
- 20.2 The Owner is responsible for thorough briefing of the lessee, and for furnishing the tenant with the Rules of The Gate at Hilton.
- 20.3 Written consent to the transfer of a property must be obtained from the HOA. Prior to the grant of such consent, the selling/transferring owner must have settled all obligations to The Gates at Hilton.
- 20.4 Any intending purchaser is obliged, as part of the sale and purchase agreement, to become a member of The Gates at Hilton and to undertake to be bound by the Rules of the HOA.
- 20.5 Conveyancing should be undertaken by The Gates at Hilton attorneys, TMJ.
- 20.6 In all sales the Purchaser is required to pay the Levy Stabilisation fee, as set by the HOA from time to time.

21. CEMETERY

- 21.1 The cemetery area within the commonage must be treated with respect.
- 21.2 The HOA will, subject to conditions and in accordance with the appropriate laws, allow families of those buried access to the graves for the purpose of caring for the graves and performing traditional ceremonies.
- 21.3 Access to the graves will be in accordance with the provisions of the Extension of Security of Tenure Act which provides in Section 6(4) as follows:
 “any person shall have the right to visit and maintain his or her family graves on land which belongs to another person, subject to any reasonable condition imposed by the owner or person in charge of such land in order to safeguard life or property or to prevent the undue disruption of work on the land.”

22. GENERAL

- 22.1 All permanent and casual domestic workers, general assistants, cleaners, gardeners etc. must be registered with the HOA. Property Owners and their employees must ensure that they abide by the security procedures detailed in the Security Protocol.
- 22.2 No animal, bird or reptile may be slaughtered, no meat, skin, fish or carcass may be hung up to dry or cure and no animal buried within The Gates at Hilton.
- 22.3 No private, religious or commercial advertising notices or brochures may be distributed around The Gates at Hilton. (This rule shall not apply to legitimate notices from the HOA to residents.)
- 22.4 The HOA shall be entitled to prohibit access to any area within The Gates at Hilton should it deem it desirable to do so for the purposes of preserving the environment. Any such areas shall be suitably demarcated.
- 22.5 The lighting of fires in any open space in The Gates at Hilton for any purpose is prohibited unless for the express purpose of braaing at an authorized function or as an ordinary residential activity, and provided that the braai fire is made in a proper receptacle/burner specifically built for that purpose.
- 22.6 The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.
- 22.7 Littering or discarding of any item whatsoever on The Gates at Hilton is prohibited except in receptacles specially provided.
- 22.8 Drones may not be flown for recreational purposes within The Gates at Hilton. Should they be required for specific reasons, permission must be sought from the Home Owners’ Association office.

- 22.9 By resolution of the Home Owners' Association, the Hilton offices of Harcourts and Pam Golding are the approved agents for resales within The Gates at Hilton.

23. BREACH

- 23.1 Should any Property Owner breach any of the Articles and/or the Rules and/or any provisions of the Design Code and/or any directive lawfully given by the HOA, then the HOA shall give the owner written notice to remedy such breach within a period of 14 days, or within a further period as the HOA in its sole discretion deems reasonable, given the nature of the breach.
- 23.2 The HOA shall send such written notice to the Property Owner at the Property Owner's address of record as furnished by the property Owner to the HOA. If sent by prepaid registered post to that address then it shall be deemed to have been received on the fourth day after posting and if delivered by hand to that address, then on the date of delivery.
- 23.3 Should the owner fail to remedy the breach within the time stated in the said notice then the HOA, at its sole discretion, shall be entitled to impose a fine upon the Property Owner in accordance with the schedule of fines applicable at the time.