

# COMMUNITY PARTICIPATION RULES

## MEYERSDAL NATURE ESTATE EXT 8-12 HOMEOWNERS' ASSOCIATION

(Association not for gain registered under the provisions of  
Section 21 of the Companies Act (Act No 61/1973), as amended)

VERSION 2.2

Dated October 2021

### SECTION 1

#### PRELIMINARY

##### 1. PRELIMINARY

- 1.1 The Rules of the Association and the provisions of the Memorandum of Incorporation of the Association shall be binding on the owner, lessee or occupier of a residence and on the Board of Directors, Committees, employees, service providers to the homeowners association and managing agent.
- 1.2 It shall be the duty or responsibility of an owner to ensure compliance with these Rules by the building contractor, sub-contractors, deliveries, lessee or occupier of his residence, including the employees, guests and any family members of the owner, of his lessee or of his occupier.
- 1.3 Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule (1.2) above, the owner shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed.
- 1.4 Damages, penalties (fines), all legal costs (including costs between attorney and client) and expenses and charges incurred by the Association in enforcing compliance with the Rules, shall be deemed to be a levy and may be added to the owner's levy statement and shall bear interest as a levy debt which shall be recovered as a levy.

##### 2. INTERPRETATION

- 2.1 The clause headings are for convenient reference and shall be disregarded in construing these rules.
- 2.2 Unless the context clearly indicates a contrary intention:
  - 2.2.1 the singular shall include the plural and vice versa; and
  - 2.2.2 a reference to any one gender shall include the other gender; and
  - 2.2.3 a reference to natural persons includes juristic persons, trusts and partnerships and vice versa

- 2.3** Words and expressions defined in any Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such Rule.
- 2.4** Words and expressions to which a meaning has been assigned in the Constitution, shall in all Rules bear the meaning that has been assigned to them, unless inconsistent with the context.
- 2.5** When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.6** Where numbers are expressed in words and in numerals in a Rule, the words shall prevail if there is any conflict between the two.

## SECTION 2

### COMMUNITY PARTICIPATION RULES

#### 3. INTRODUCTION

- 3.1** The development of Meyersdal Nature Estate forms part of the greater Meyersdal Nature Area. The development concept relies on private development to ensure the long-term conservation of important parts of the eastern section of the Klipriviersberg where habitats for Red Data species are protected and preserved through appropriate fencing, access restriction and implementation of an ecological management and monitoring plan.
- 3.2** The objective of Meyersdal Nature Estate is the provision and enhancement of a secure, aesthetical pleasing and high-quality lifestyle for residents, while ensuring that the sensitive environment on site is protected from degradation and the red data fauna and flora species are conserved.
- 3.3** These Rules have been established in terms of the Memorandum of Incorporation of the Meyersdal Nature Estate Ext 8-12 Homeowners' Association ("the Association") and shall be binding upon all occupants of the Estate, as is any decision of the Directors in interpreting these Rules.
- 3.4** The Gauteng government's Record of Decision, GAUT 002/05-06/0135 dated 17 March 2006 incorporating the Environmental Management Plan dated August 2005 for the Construction and Operational phase of the Meyersdal Nature Estate, which provides directives and conditions in order to ensure that impacts on the environment are minimised during the construction and operational phase of the Nature Estate, are incorporated into these Rules and shall be binding upon all occupants in the Development.
- 3.5** The registered owners of the properties in the Estate shall be responsible for ensuring that members of their families, tenants, visitors, friends and employees abide by these Rules.
- 3.6** Happy and harmonious community living is achieved when residents use and enjoy their private property and the public areas of the Estate in a co-operative and responsible manner, also allowing other residents likewise to use and enjoy their facilities. Consideration of all residents by, and for each other and an attitude of acting as a single community unit will greatly assist in the ensuring a happy community.
- 3.7** In the event of annoyances or complaints, the parties involved should attempt to settle the matter between themselves, exercising tolerance and consideration not only for each other, but also for other residents within the Estate.
- 3.7.1** Where problems cannot be resolved, the matter should be brought to the attention of the HOA Directors for mediation and settlement in terms hereof.
- 3.7.2** The directors will entertain only written submissions by both parties involved.
- 3.7.3** The directors reserve the right to appoint independent arbitrators or mediators to attend to the dispute (at a joint cost to the affected owners) in the event that they cannot make a decision or resolve the matter themselves.

- 3.7.4 Information regarding any complaint as well as the details of the complainant shall be made available to the “transgressor”.
- 3.8 The decision of the directors shall be final and binding in respect of the interpretation of these Rules and all residents agree that this is necessary to facilitate the effectual enforcement thereof.
- 3.9 The directors would like to bring to the attention of all residents that there is an independent Community Schemes Ombud who can assist aggrieved residents with disputes, but only after all internal remedies have been exhausted such as the internal Mediation and Arbitration Procedures (clause 3.7, 24 and 25).
- 3.10 The rules are subject to change by the Directors of the Association from time to time upon the adopting of a resolution as provided for in the Memorandum of Incorporation.
- 3.11 The Directors are authorised by members of the homeowners’ association to, amongst others, manage the affairs of the association, to promote and foster harmonious living amongst members, implement security measures, enforce aesthetic standards and rules and thus have the power to substitute, add to, amend or repeal any rule, penalty and fine.

#### **4. DIRECTORS**

- 4.1 The Directors shall constitute the Directors of the Association as elected at the Annual General Meeting (AGM) each year.
- 4.2 The Directors shall manage the affairs of the Association as described in clause 3.11 amongst others.
- 4.3 The Directors shall serve in office for one year at a time and shall be subject to a re-election at the Annual General Meeting of the members.
- 4.4 The Directors shall determine the Rules governing meetings of the Directors.

#### **5. PROMULGATION OF RULES**

##### **5.1 Amended and new rules**

Amended and new rules will always be communicated to residents through the internal newsletter and will be available as the latest version of the rules on the website [www.natureestate.co.za](http://www.natureestate.co.za). All rules are also available from the estate management offices during normal office hours.

##### **5.2 Conflict of existing practice with new rules**

Any existing practices in conflict with the rules shall cease immediately, unless otherwise resolved as follows:

- 5.2.1 Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the Directors may be approached, requesting (or the Directors in its own right may decide) consideration be given to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled. Any decision

resulting from such consideration shall be entirely at the Directors discretion and shall be binding on all parties.

### **5.3 Contravention of rules by others**

Any contravention of the rules by any person who gains access to the Estate under the authorisation of a member shall be deemed to be a contravention by the respective member.

### **5.4 Precedent**

No precedent on the Estate may be referred to by owners as motivation for any divergence from these Community Rules.

## **6. ARCHITECTURAL STANDARDS**

### **6.1 Designs to comply with Architectural Guidelines**

6.1.1 The Architectural Guidelines has the maintenance of the living standard of the whole estate community as its objective, including the overall aesthetical and architectural master plan for the entire estate, the design of the open spaces, the design and maintenance of the pedestrian routes and green belts, the approval and monitoring of construction of all Residential One dwellings and the design and maintenance of the streetscapes.

6.1.2 All building plans shall be in accordance with the Architectural Guidelines applicable to the estate and must be approved by the HOA. The Architectural Guidelines is a separate document providing guidelines and rules that ensures high quality standards for all building activity. This requirement is also applicable to any additions or alteration to existing structures and dwellings, including any and all out buildings.

6.1.3 The design and construction of all proposed new buildings, extensions, alterations to buildings, fences, gardens and any material change to the design of the approved plan must be approved by the Architectural and Aesthetical Committee prior to any work being undertaken. In addition, the required Local Council approvals must be obtained for all new buildings, alterations, extensions, etc. All buildings, fences and gardens shall adhere to the comprehensive "Architectural Guidelines" for the Estate.

### **6.2 Plan approvals**

The procedure to be followed in respect of the submission and approval of plans is included in the Architectural Guidelines. No construction or installation may commence prior to the Architectural Committee and Local Council approvals.

### **6.3 Certificates of completion**

No dwelling may be occupied without first being cleared by the Local Council's Certificate of Occupation for the building that has been erected in accordance with the approved plans and in compliance with the National Building Regulations **AND** the Association's occupation certificate. To clarify, once the Local Council occupation certificate is issued, the estate

manager must issue an occupation certificate on behalf of the Association that the building that has been erected comply with the Architectural Guidelines.

#### **6.4 Building process**

The following process is to be followed by any resident wishing to build or alter their property:

6.4.1 The HOA is to approve any and all alterations and/or additions to a building before submission of the building plans to council.

6.4.2 No building construction, alterations or additions may commence before the building plans have been approved by council. Should a resident fail to submit building plans to council and commence building without approval the HOA shall be entitled and reserved the right to cease all building activity and refuse contractors access;

##### **6.4.3 Alterations to existing building**

6.4.3.1 A non-refundable pavement deposit of R2 500.00 (Two Thousand Five Hundred Rand) and a refundable building deposit of R2 500.00 (Two Thousand Five Hundred Rand) must be paid to the HOA before any building may commence;

6.4.3.2 Building and/or renovation work is to be completed within 6 (six) months of commencement unless prior arrangement is made with the HOA in writing. Should such work not be finalised within 6 months, a monthly penalty of R5 000.00 (Five Thousand Rand) will be debited to the owners levy statement until date of completion of the alterations to the satisfaction of the HOA.

6.4.3.3 All renovations or alterations of any existing dwelling may not be undertaken without the prior written approval of the HOA.

**6.4** As from January 2018 working hours for all contractors are restricted from Monday to Friday 7:00 – 17:30. No construction work is allowed on public holidays or during weekends.

6.4.1 No delivery of construction material will be permitted on weekends or public holidays.

6.4.2 Failure to comply with these time periods will result in a penalty fine being imposed on the resident.

**6.5** Residents are required to notify the HOA and immediate neighbours of any forthcoming building operations.

**6.6** Washing lines, air-conditioning units and any other wall mounted device must be suitably screened from street view, unless written approval has been obtained from the HOA. The directors reserve the right to request relocation of any wall mounted device not complying with this rule, in the event that the owner/resident fails to comply within a reasonable time after receiving written notice by the directors to remedy the breach of this rule.

#### **6.7 Generators**

6.8.1 **New installations as of 29 September 2015**

- 6.7.1.1 Any new generator installations as of 29 September 2015 are to be silent generators with a maximum output of 50dB noise level as measured 3m from the generator;
- 6.7.1.2 Generators are to be suitably housed and screened from street view;
- 6.7.2 **Existing installations prior to 29 September 2015**
- 6.8.2.1 Any existing generator installations are to be suitably housed and screened from street view and neighbouring properties;
- 6.7.3 Such generators may only be used during load-shedding hours;
- 6.7.4 Solar, UPS and invertors are preferred as alternative power sources and residents are urged to utilise these varieties of alternative power sources as opposed to the installation of generators.

## **6.8 Alternative energy sources**

In a modern environmental conscious era the use of alternative energy sources such as solar panels generating electricity, heat pumps and solar geysers are encouraged. Where possible, and within structural design criteria, these installations must be screened from street view.

## **6.9 Attachments to dwellings**

Nothing may be placed on, or attached, to a dwelling or any other structure, other than in accordance with prior written approval from the Association. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request – this applies to the likes of heat pumps, awnings, etc even when not directly attached to the building.

- 6.10.1 All exposed external equipment cabling and pipes (all fixtures and fittings) on any outside wall of a dwelling, or boundary wall, emanating from TV antennas, TV dishes, solar panels, heat pumps, or any other installation, must be in ducts or cable trunking and suitably concealed so as to be aesthetically pleasing. Such ducts or trunking must be painted the same colour as the external wall so as to blend in with the aesthetics of the house.

## **6.11 Gazebo's**

The erection of gazebo's are prohibited, unless written approval is granted by the Association prior to installation.

## **6.12 Garden / Tool sheds / Wendy houses**

Free standing sheds for tools or gardening equipment is prohibited.

## **6.13 Flickering bird reflectors / deterrents**

Due to the negative health effect on migraine and epileptic sufferers caused by the flickering from reflective bird deterrents such devices are prohibited.

## **6.14 Dolls / Play houses / Jungle Gyms**

Children's play houses or jungle gyms in gardens require written permission from the Association prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of the Estate, and will have no detrimental effects on neighbours.

**6.15** Solid walls (brick or other constructed wall including parapets and fences) may not be built on the street frontage against the street or pavement of any property.

6.15.1 Due to elevation differences on stand, a retaining wall to driveways allowing access to a stand will be allowed.

6.15.2 Due to elevation differences retaining walls, not higher than 300mm, to prevent erosion of landscaping on sidewalks will be allowed

**6.16 External house colours and repainting of houses**

6.16.1 Wall colours must be muted earth tone colours to allow buildings to blend with the natural environment.

6.16.2 To this end no white or non-earth colours on external walls will be permitted that would make the building starkly contrast the natural colours of the environment.

6.16.3 Accent colours, within the earth tone colour range and tones, will be considered on columns, around windows or accent wall panels and may not exceed 5% of any elevation view.

6.16.4 Wall colours and any accent colours must be approved by the HOA before painting the house, or any external wall area.

6.16.4.1 A colour sample of maximum 1m x 1m of each colour to be used must be painted on the applicable wall, or area to be painted, for approval by the HOA.

**6.17** The architectural guidelines attached hereto as annexure “B” shall remain in force despite majority of building works being completed and shall form part of these rules as if specifically incorporated herein and shall also apply to any alteration and addition to existing dwelling.

**7. USE AND OCCUPATION OF A DWELLING**

**NB: Dwelling means land, stand, dwelling and outbuilding**

**7.1 Use of a dwelling**

7.1.1 The use of a dwelling is limited to residential use only and shall be governed by the Local Council Town Planning Scheme in force at any time, or any other approved scheme applicable to the Estate from time to time.

7.1.2 The maximum number of persons allowed to reside at any one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

7.1.3 No dwelling, or any part thereof, shall be used as a Bed-and-breakfast or Air B&B whatsoever due to security reasons.

**7.2 Drying of washing**

No garments, household linen or general washing of any nature may be hung out or placed on a balcony, over a wall or street view to dry, except in a screened drying yard or other designated drying area. Washing must be screened from street view.

### **7.3 Caravans, equipment, etc**

Caravans, trailers, boats, equipment, tools, engine and vehicle parts, air conditioning units, generators and washing lines as well as accommodation for pets should be located out of street view and neatly and properly screened from the street. In some cases it is impossible to completely screen such items from street view in which case permission from the HOA must be obtained. Any caravan, boat, trailer, etc may not be parked or kept on sidewalks for a period exceeding 24 hours.

### **7.4 Electrical boxes**

Electricity boxes, generators and sprinkler boxes or any other structure which houses electrical components must be properly covered and suitably secured so as not to allow any tampering therewith. In addition, any such structure must be screened from the view of the street and properly maintained.

### **7.5 Storage of harmful substances**

No harmful or inflammable substances, or substances which contravene the Dangerous Substances and Explosives Act, may be kept on the Estate. This rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes.

## **8. UPKEEP AND MAINTENANCE OF RESIDENCES**

### **8.1 General house maintenance**

The exterior of every dwelling together with fences, driveways, etc. must be continuously and at all times be maintained by the owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.

### **8.2 Standards of house maintenance**

Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Estate, the Association shall give written notice to the owner to carry out the necessary improvements within a specified time.

### **8.3 Failure to comply**

Should the owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the owner which amount shall be deemed to be part of the levy due by the owner. Alternatively, the directors may impose a monthly fine until date of compliance.

## **9. UPKEEP AND MAINTENANCE OF GARDENS AND STREETSCAPES (SIDEWALKS)**

**9.1** The collective pride of the estate is dependent upon the contribution of every owner to create a neat and pleasing garden and streetscape at all times.

**9.2** Each stand owner and resident is responsible for maintaining the area between the kerb and the boundary of the property in a clean and pleasing condition. The HOA can compel the owner, or tenant, to improve - at his own costs - the aesthetic appearance of this area when and if deemed necessary. This includes the weeding of paving and garden maintenance.

- 9.3** Garden fences and/or walls, outbuildings and any section of any property visible from the street and/or forming part of the streetscape should be regularly maintained and painted where necessary. The HOA reserves the right to effect repairs and maintenance work at the cost of the owner should it be considered necessary and after a period not exceeding 60 days has elapsed and the owner has not complied with written notice by the HOA to effect repairs or maintenance.
- 9.4** Gardens in street view are to be properly maintained and there must exist a garden on all properties with a street view. Entire areas within street view cannot be paved, tarred or otherwise totally covered. As stipulated in the Architectural Guidelines, attached hereto as annexure "B", not more than 60% of the street frontage area may be paved.
- 9.5** Building material may under no circumstances be dumped on the sidewalks, streets or common property. Should building works carried out by a resident require the delivery of bricks or building material on the sidewalk written consent from the HOA to allow such material to be placed on the pavement must be obtained prior to delivery. Building material may never be stored or placed on the streets of the Estate. Owners are required to advise the HOA on the expected time frame of building material storage on the sidewalk prior to the delivery. The owner will be liable for all damages to the sidewalk and street in this regard. Owners will be required to deposit with the HOA an amount of R5 000 (five thousand rand) as a refundable deposit until building work has been finalised. (*See clause 6 above and the Architectural Guidelines for additional rules*)
- 9.6** No trees, plants or sidewalk lawn forming part of the common property may be damaged, removed or replanted without the permission of the HOA.
- 9.7** Planting should not interfere with pedestrian traffic or obscure the view of motorists. Residents are required to keep such foliage properly trimmed and in a neat condition. The HOA reserves the right to effect such maintenance work at the cost of the owner should it be considered necessary and after a period not exceeding 30 (thirty) days has elapsed and the owner has not complied with written notice by the HOA to effect such maintenance.
- 9.8** All driveways are to be properly and neatly paved and kept in a neat and tidy condition at all times, this includes being weeded on a regular basis. Paving must be uniform to all other paving. The owners must adhere to a request by the directors to replace such material within a reasonable time failing which the directors may proceed with action in terms of this clause.
- 9.9** Residents are not allowed to remove, deface, change, alter or amend street and house numbers painted by the HOA.
- 9.10 Failure to comply**  
Should the owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the owner which amount shall be deemed to be part of the levy due by the owner. Alternatively, the directors may impose a monthly fine until date of compliance.

## **10. THE RIGHT TO KEEP AND CONTROL PETS**

- 10.1** The Ekurhuleni municipal by-laws relating to pets must be complied with and will be enforced (i.e. licensing/numbers/ rabies inoculations, etc.).
- 10.2** Domestic animals may be kept only by owners and not their guests. In the event of any domestic animal being introduced onto the Estate by guests, the Association may call on the owner of the animal to remove it immediately and, in the event of the owner failing or refusing to do so, the Association may impose penalties or may procure its removal from the Estate and recover any costs from the owner of the property concerned without prejudice of its rights to recover any penalty imposed.
- 10.3** Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met:-
- 10.3.1* Each pet must at all times wear a collar with a name tag indicating the owners' name and telephone number.
  - 10.3.2* Pets must be kept in an adequately contained area within the owner's property and, when outside the owner's property, must at all times be on a leash in all public and common areas (regardless of how obedient or well-trained the dog is) and must be under the control of a responsible person.
  - 10.3.3* Pets are not allowed to run loose or roam the streets. Stray pets, with or without name tags, will be handed over to the SPCA and any costs incurred will be for the owner's account.
  - 10.3.4* Excrement by pets on common property belonging to the Estate, or property of other owners, must be removed immediately by the responsible owner.
  - 10.3.5* Dogs are not allowed into the nature area without exception.
- 10.4** Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, squawking, etc. Should any domestic animal prove to be a continual nuisance to other residents, the association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties or procure its removal from the estate and recover any costs from the owner concerned without prejudice to its rights to recover any penalties imposed.
- 10.4.1* A pet is considered to be a nuisance if it barks, squawk, etc for more than 5 (five) minutes continuously and more than twice within a day or 24 hour period, without obvious reason for such noise.
  - 10.4.2* A pet is considered a nuisance if the Association receives 3 (three) or more repeated complaints about the pet within a 30 (thirty) day period.
- 10.5** Pets may not be left unattended in a residence for more than one day. For extended periods, or while on holiday, suitable arrangements such as engaging a friend or house sitter must be made, or the pets must be taken to a kennel off the Estate.
- 10.6** Poultry, wild animals or livestock may not be kept on the estate without exception.
- 10.7** Outdoor aviaries are not permitted without written permission from the Association.
- 10.8** Cats are not permitted due to the threat feral cats pose to our smaller wildlife and birds.

- 10.8.1 All feral cats will be humanely trapped and be taken to the SPCA for humane euthanasia.
- 10.9 No dangerous, rabid or diseased pet or animal may be kept by any resident at any time.
- 10.10 Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the Association.
- 10.11 No slaughter, killing or maiming of any pet or animal within the estate will be permitted at any stage or at any time for any reason whatsoever. The slaughtering of domestic animals for religious, or cultural reasons are strictly prohibited.

## 11. SECURITY

- 11.1 **Security of the estate and residents is of paramount importance and as such all residents are urged to maintain an awareness of his/her surroundings at all times. It is also of paramount importance that residents comply with security protocol at all times.**
- 11.2 The security guards are doing a difficult job to enforce rules and ensure high security standards for the benefit of members. Security staff may not under any circumstances be abused, threatened, assaulted or sworn at by residents, visitors or any other person whatsoever. Any person guilty of abusing, swearing, assaulting or threatening security members shall be liable for a penalty. Residents will be held liable for the actions of their staff and visitors.
- 11.3 The directors and the HOA shall not be held liable for any loss, damage, destruction, theft or death of any person, pet or property within the estate.
- 11.4 Owners, residents, guests, contractors and other person on or in the estate will be held liable for any damages or destruction of security equipment or goods including but not limited to fences, gates, remotes, visitors cards or any other security equipment or goods and owners shall be required to, at their cost, replace such damaged equipment and may also receive a fine for any damage at the discretion of the directors.
- 11.5 **General security procedures**
- All security procedures shall strictly be adhered to at all times by all persons inside the Estate. Members of the Association shall be responsible for the actions and behaviour as well as compliance with all rules and security procedures of all visitors/tenants who gain access to the Estate under their authorization.
- 11.5.1 Security access and egress protocol at the gate shall be adhered to at all times.
- 11.5.2 The identity system for permanent workers, temporary workers, staff and contractor representatives shall be conscientiously enforced by every owner with respect to people in his/her/its employ.
- 11.5.3 Every owner shall ensure that visitors shall adhere to security protocol and residents are requested to always treat the security personnel in a co-operative manner.
- 11.5.4 All attempts at burglary or other criminal acts shall be reported to a member of the security staff or estate manager immediately.

- 11.5.5 Security is an attitude. Residents should be aware that they need to comply with, enforce and apply security to make it work. Do not hesitate to report suspicious persons or vehicles to security.
- 11.5.6 All residents are advised to install a home security system as soon as possible after taking occupation of their homes and to link the system to the estate security system. However, it remains the prerogative of any owner to link his security system to the security service provider of his choice.
- 11.5.7 Security systems installed in dwellings must not become a nuisance or cause disturbance to other residents. All alarms must automatically switch off after a maximum of 2-3 minutes. Members of unattended continuously sounding alarms will be liable for a penalty.
- 11.5.8 The estate is manned by security 24 hours a day, and patrolled on a random basis. Should any resident find this not taking place they are encouraged to bring this to the attention of the estate management or directors as soon as possible.
- 11.5.9 New occupants (owners/tenants) must advise the estate administration offices of their particulars to obtain biometric access, the cost of which will be debited to such owners levy account. Failure to register with the association shall result in denied access.
- 11.5.10 No property may be secured with razor, barbed wire or similar fencing or electrical fencing during or after construction period or at any other stage.
- 11.5.11 Burglar bars and security gates are not permitted to be installed without the written approval of the HOA.
- 11.5.12 No residents may issue instructions to Security Personnel or request access for visitors without following access protocol. Neither may a resident open any access gate for a visitor with the resident's biometric access.
- 11.5.13 All visitors and deliveries will be required to provide positive identification before access will be granted to the estate. Failure to provide positive identification will result in access being denied without exception.
- 11.5.14 Domestic and gardeners must be registered at the estate administration offices before access will be granted. The owner needs to be present in person to confirm employment and the domestic must have valid positive identification before biometric access will be issued. Foreigners must have a valid passport and the relevant working permits for employment in South Africa. Photographs and fingerprints are taken of all domestics and gardeners during the vetting process for biometric access.

#### **11.6 Messenger of court, sheriff of the court and police officers**

Due to the nature of this category of persons, access cannot be denied, and confirmation for access from the person/s to be served, etc, will not be obtained.

### **11.7 Emergency evacuation**

If at any time a need arises to evacuate in part, or the whole of the Estate, main congregation points will be circles at each area. Please ensure that if an evacuation is required, each person on the property has been evacuated to the circle.

### **11.8 Fires**

No fires are to be made or lit on common property under any circumstances. When braaiing residents must ensure the fires are extinguished before retiring to bed.

### **11.9 Security Gate**

Every member shall stop at all security control gates and when opened shall proceed.

### **11.10 Pedestrian access**

Visitors/guests/domestics are not permitted to enter the Estate on foot unless they are registered with the homeowners association. Visitor pedestrian not registered with the homeowners association must be uplifted to and from the gate by the owner.

### **11.11 Contractor procedures**

Contractors are defined as any person/company appointed to construct buildings, do alterations or painting to houses or property and installations of any kind related to property and equipment. This procedure also applies to temporary labour employed to do "odd jobs", plumbers or electricians called out for emergency, or any other person(s) who will do work of any kind on the Estate.

*11.11.1* No contractor is allowed to walk on the Estate. Each person must be transported onto and off the Estate by vehicle. Once on site, neither the contractor nor his labour may walk off the site under any circumstances. Any contravention of these rules will result in the contractor being removed from site.

## **12. USE OF ROADS**

**12.1** The roads in the Estate, in spite of being 'private', are also used by the public. Because of this, and for the safety of all residents and road users, it is necessary to apply the provisions of the Road Traffic Act 29 of 1989 (as amended). The roads are for the use of all, whether on foot, cycles, cars or trucks or any vehicle or contraption that compels movement and, in our exclusive environment, this places extra responsibility and awareness on all who use these roads, but more particularly on all adults and especially parents who need to educate and control children.

**12.2** Save for the above, the Gauteng Road Traffic ordinance regarding road and street usage will apply and residents are urged to make themselves familiar with these ordinances.

**12.3** Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety. The directors and any resident of the estate will not be held liable for any damage or death in the event that children roam the streets unaccompanied. Parents are urged to accompany minors at all times when walking or utilising the estate roads.

**12.4** Engine or self-propelled powered vehicles, e.g. cars and motor cycles, are permitted to drive on the streets of the estate only. Parks and pavements are strictly off limits and solely for the use of pedestrians.

**12.5** Pedestrians will frequently cross streets on the Estate and at all times irrespective of designation shall have the right of way. Pedestrians must make themselves aware of dangers within the Estate. The directors and any resident of the estate will not be held liable for any damage or death of pedestrians.

**12.6 Speed limit**

The speed limit throughout the Estate is **30 km/h**. No person may be found driving in excess of 30 km/h, or in a dangerous manner.

**12.7 Operating restrictions for vehicles**

12.7.1 No person shall operate any vehicle upon any place within the Estate unless he/she is the holder of a valid driver's license AND the vehicle is licensed for road use.

12.7.2 Engine powered vehicles, cars and motorcycles may be operated on roads only.

12.7.3 Communal areas, circles, sidewalks and open lawn areas are 'out of bounds' to vehicles.

12.7.4 No off-road driving is allowed under any circumstances.

12.7.5 No quads or off-road motorcycles are allowed to drive on any road.

12.7.6 Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs, which may impede ability to control vehicles, is prohibited.

12.7.7 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.

12.7.8 Any person caught driving in the estate in these circumstances will be fined as per the schedule hereto and be reported to the local authorities should this be required.

**12.8 Parking**

Parking on sidewalks, circles and open lawn areas, common areas, or in front of driveways to neighbouring residences are prohibited. Parking is allowed only in areas so designated for that purpose.

**12.9 Off-road motor bikes and quads**

Off-road motor bikes and quads are prohibited to be driven on any part of the Estate's common property, which include roads, sidewalks, footpaths, dirt roads and firebreaks under any circumstances.

**12.10** The use of motor cycles or other vehicles with noisy exhaust systems save for entering or exiting from the estate is prohibited as it causes disturbance to other residents of the estate. The directors reserve the right to demand and have removed any motor cycle or other vehicle not complying with this rule from the estate at the cost of the resident.

### **12.11 Skateboards, in-line skates, roller skates, bicycles**

Skateboards, in-line skates, roller skates and bicycles are a matter of concern to drivers when encountered on roads. In the cause of safety parents are obliged to instruct their children to stop skating and get off the road as soon as any vehicle approaches. Children doing any of the above do so at their own risk and are the responsibility of their parents.

### **12.12 Construction material deliveries**

No construction delivery vehicle will be permitted on the estate on weekends or public holidays and the times for building as provided for in the National Building Regulations shall be strictly enforced.

### **12.13 Vehicle weight limit**

No vehicle exceeding 15 tons will be allowed onto the Estate roads under any circumstances.

**12.14** Any vehicle which leaks oil or other viscous material on the streets, pavements or common property of the Estate must be removed from the Estate at the request of the Directors. The owner of such vehicle will be liable to clean and/or repair any such leaks or damage caused thereby

## **13. RECREATION AND COMMUNITY FACILITIES**

### **13.1 Dams**

13.1.1. The dams are part of the Estate and have certain areas of "common property" around it. Noise must be kept to a minimum so as not to disturb waterfowl or animals coming to drink.

13.1.2. No swimming is allowed in any dam.

13.1.3. Row boats and canoes are not permitted on the dams so as not to disturb water fowl and animals.

### **13.2 Fishing**

Ecological friendly fishing – catch and release – is permitted in the dams, using river or dam rods only. No nets of any description or sea rods may be used. No feed may be introduced to the water to entice fish to an area. Only bait on hook/fly/spinner is permitted. Only one rod per person is allowed. All fish must be returned to the water immediately after being caught.

13.2.1 No fish is to be introduced, or released, into the dams without the express written permission from the HOA and environmental manager as only indigenous fish are allowed into the dams. Bass and carp are exotic fish and are strictly prohibited to be introduced in the dams.

### **13.3 Firearms**

Discharging of any firearm or other lethal weapon is strictly prohibited, save in self-defence, or where authorized in special circumstances by the Association.

## **14. MISCELLANEOUS**

### **14.1 Outside lighting**

Low wattage and LED exterior & landscape lighting are encouraged. Landscape lighting is encouraged and is to be indicated on the landscape proposal for scrutiny by the Aesthetical Committee.

#### **14.2 Remotely controlled aircraft / drones**

Drones are not allowed to be flown inside the estate, nature area or over any property or residence inside the estate except by management or security in the execution of security and management tasks.

#### **14.3 Helicopters**

No helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of the Association. This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations.

#### **14.4 Domestic and garden refuse**

14.4.1. All domestic refuse shall be put in plastic refuse bags and kept in a refuse bin placed in a suitable area within his property and screened from public or neighbour's view. On prescribed days the bins must be placed by the resident on the sidewalk outside the residence ready for collection by council. Bins may not be placed on the sidewalk on any other day.

14.4.2. Garden refuse disposal remains the responsibility of the owner and may not be dumped on common areas within the Estate. Should garden refuse be left unattended on a sidewalk, or any common area, the HOA retains the right to remove it for the cost of the owner.

14.4.3 Where refuse is of such a size or nature that it cannot be removed by the normal service, the owner shall make special arrangements with the council or a private contractor, and all costs shall be for the owners account.

14.4.4 The disposal of any domestic animal carcass shall be the responsibility of the owner through private arrangements with the local authority, and costs thereof shall be for the owner's account.

#### **14.5 Slaughtering**

No animal, bird or reptile may be trapped and/or slaughtered within the Estate.

#### **14.6 Curing of meat**

No meat, skin, fish or carcass may be hung up in the open to dry or to cure within the Estate.

#### **14.7 Signs**

14.7.1. No advertising signs may be displayed on the Estate (giving the names of builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors, estate agents, etc.) or at the entrance gate except for Association purposes. This rule shall not apply to the regulation notice board required by the Architectural Guidelines for the erection of new buildings, nor to the security signs depicting zones on the perimeter fence nor Safety and Occupational Health signs required by law.

14.7.2. No flags, flag poles, or amateur radio aerials on poles may be erected on private residential stands on the estate.

#### **14.8 Satellite dishes**

As far as possible satellite dishes and any external TV or radio aerials must be positioned out of view from the street.

#### **14.9 Shade netting**

The use of any kind of shade netting, other than on building sites, is prohibited if visible to the public or neighbours.

#### **14.10 Awnings**

The style and colour of external awnings are controlled by the Architectural Guidelines and authorisation for its erection must be obtained from the Architectural Committee prior to installation.

#### **14.11 Adverts/publicity material**

No private, religious or commercial advertising notices or brochures are permitted to be distributed around the estate. This does not include letters or notices to owners or building contractors from the Association or Estate Manager.

#### **14.12 Hooting**

The use of car hooters within the Estate to beckon or attract residents, children or servants is prohibited.

#### **14.13 Use of and Conduct in open spaces, nature, common and recreational areas**

14.13.1 The nature, recreational and common areas are provided for the enjoyment of all residents and as such should be kept clean and tidy at all times.

14.13.2 Should residents utilize these areas they are compelled to clean up after themselves.

14.13.3 The lighting of fires in any open space on the estate is prohibited unless, for the express purpose of braaiing (barbeque) at an authorised function or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose.

14.13.4 Disturbing, collecting or destroying of plant material is prohibited except by authorization from the Estate Manager.

14.13.5 Disturbing, harming or destroying any wild animal, bird or reptile is prohibited.

14.13.6 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 be detrimentally affect the amenity of such space, is prohibited.

14.13.7 Littering or discarding of any item whatsoever on the estate is prohibited except in receptacles specially provided.

14.13.8 Pollution of the dams, water features or streams and springs is prohibited.

14.13.9 Water in common areas may not be used for personal reasons, such as washing of cars, or filling of ponds and pools.

#### **14.14 Domestic employees**

- 14.14.1 For the purpose of these rules, domestic employees shall be defined as “any assistant” paid by the owner to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, or gardening services.
- 14.14.2 All domestic workers must be registered with the association. They must be registered by the employer as and when they are employed.
- 14.14.3 Each resident must register his or her domestic employee regardless of whether they are employed by more than one resident and have already been registered.
- 14.14.4 Casual workers shall be treated in the same manner as building contractor staff and shall be escorted by the owner to the gate each day.
- 14.14.5 Owners shall be responsible to ensure that their employees/ workers comply with all security requirements as well as all rules of the Estate.
- 14.14.6 If not accommodated on the Estate, domestic employees are allowed to be on the Estate between the hours of 06h00 and 19h30 daily. Any extensions to these hours are to be applied for through the MNEHOA.
- 14.14.7 It remains the responsibility of the resident to notify the association when the services of a domestic worker is terminated to enable the association to cancel access of the domestic employee.

#### **14.15 Fireworks**

Due to the high risk of veld fires and the disturbance of the game and pets the lighting or letting-off of fireworks within the Estate is strictly prohibited at all times.

#### **14.16 General Aesthetics / Standards**

- 14.16.1 Veranda/garden furniture or any other external paraphernalia, decorations, decorative lights, drapes, buntings, umbrellas, or whatever, which in the opinion of the Directors, are aesthetically displeasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any part of the estate.
- 14.16.2 Garage doors must be kept closed after use.

### **15. LEVY PAYMENTS**

- 15.1 Owners must pay levies in full and in advance on the 1<sup>st</sup> day of each and every month.
- 15.2 Owners in arrears on the 7<sup>th</sup> of the month shall pay interest, and such interest shall be applied to the full amount overdue, calculated daily from the 1<sup>st</sup> of the month up until the date of payment.
- 15.3 Further penalties or legal action, to be determined from time to time, will be imposed on owners with accounts in arrears for 60 days or longer. The Home Owners Association shall be entitled to recover all legal costs incurred on the attorney and own client scale including disbursements and collection commission. Such legal fees shall be debited to the owner’s levy account and be payable on presentation of the account in accordance with clause 15.1 above. The following collection procedure will apply:

- 15.3.1 Owners in arrears with levy accounts for 30 days shall receive a friendly reminder letter and may be liable for a late payment penalty;
  - 15.3.2 Owners in arrears with levy accounts for 60 days shall receive a final letter of demand and will be liable for a late payment penalty;
  - 15.3.3 Owners in arrears with levy accounts for 90 days shall be handed over for legal collection.
- 15.5** Levy amounts may not be reduced to offset against real or perceived, partial or non-provision of services not for any reason unless previously discussed and sanctioned by the Association.
- 15.6** Owners that are “away” at month-end must make arrangements to ensure that the levy is paid by due date. Being on holiday, away overseas or away on business and like excuses are not acceptable reasons for late payment of levies. Members are encouraged to effect payment by way of debit orders.
- 15.7** The directors have the right to fine transgressors where any of the rules as stipulated by the HOA from time to time have been broken or infringed upon in accordance with the Schedule of Fines as approved by the directors attached hereto as annexure “C”.
- 15.8** Any person in arrears with their levy account shall not be entitled to vote at any meeting of the estate until such time as the levies have been paid in full.
- 15.9** Any person in arrears with their levy account for 30 days, or more, shall lose all privileges of the use of estate amenities such as the function hall, tennis courts, scrutinising of building plans, etc.
- 15.10** Any person with arrears on their levy account exceeding 30 days may not serve on the Board of Directors.
- 15.10.1 Any serving director with arrears on their levy account exceeding 30 days will cease to be a director until the levy account is fully paid. While in arrears the director will not have a vote during any meeting.

**16. THE LEASE / SALE OF A PROPERTY**

**(Stand means land, dwelling, erf, outbuilding, townhouse within a complex)**

- 16.1** The concept of the estate imposes certain restrictions on the manner in which estate agents may operate therein. In order to ensure that the rules applicable to which regulated property ownership and occupation of the premises on the estate are made known to new residents, the following rules relating to the re-sale or letting of property shall apply:
- 16.1.1 The agent and the owner must ensure that the buyer and/or tenant is informed of and receive a copy of these rules, so that these rules are attached as an annexure to any deed of sale or lease agreement.
  - 16.1.2 A clearance certificate must be obtained from the HOA prior to any transfer of the property.
  - 16.1.3 No property may be let or utilised for the purpose of a commune.
  - 16.1.4 Agents may only operate on a by appointment basis, and must personally accompany a prospective purchaser or lessee to and from the property.

- 16.1.5 Agents are not permitted to erect any “for sale” or “show house” or “to let” signage boards.
- 16.1.6 No show houses with unrestricted access for visitors will be allowed on the estate at any time without exception. Showing of houses must be by appointment only.

## 16.2 Lease of a property

In respect of leases the following further rules shall apply:

- 16.2.1 Should any owner wish to let his/her/its property, such owner shall in writing advise the Association in advance of occupation of the name of the lessee and the period of such lease.
- 16.2.2 All owners must ensure that their tenants have a copy of the Community Participation Rules and Memorandum of Incorporation (MOI) which documents are available on the estate website ([www.natureestate.co.za](http://www.natureestate.co.za)). Should a tenant then be in breach of the Rules the owner will be held responsible for the tenant’s actions.
- 16.2.3 The lessee shall acknowledge that, upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all rules and regulations as contained in this document. This clause must be written into the lease agreement.
- 16.2.4 Where tenants continuously breach the rules of the estate, the owners can be requested to terminate the lease agreement and or be held liable for the maximum fine allowed under the HOA rules. This clause must be written into the lease agreement.
- 16.2.5 The HOA reserves the right to request a copy of any lease agreement where a tenant occupies a property on the estate and demand that amendments be made to such lease taking into consideration the provisions of these rules.

## 16.3 Sale of a property

When a property is sold the following rules shall apply:

- 16.3.1 Prior to transfer of a property, or on the sale of the Member’s interest or shares, and loan accounts, where the owner is a close corporation or company or in the case of a trust, the substitution of Directors, a clearance certificate shall be obtained from the Association.
- 16.3.2 The seller shall ensure that the sale agreement contains the following clauses:
- 16.3.2.1 **Obligation to become a member of the Homeowners’ Association.**
- The purchaser acknowledges that he is required upon registration of the property into his name, to become a Member of Meyersdal Nature Estate Ext 8-12 Homeowners Association and shall agree to do so subject to the Memorandum of Incorporation of the Association.
- 16.3.2.2 The transferor shall procure that, in addition to all other conditions of title, the following conditions of title be inserted in the deed of transfer, in terms of which the purchaser takes title to the property:

- 16.3.2.2.1** Every Member of the property or subdivision thereof, or owner of any unit hereof, shall become and remain a Member of the Meyersdal Nature Estate Ext 8-12 Homeowners' Association and be subject to its Constitution until he/she/it ceases to be an owner as aforesaid.
- 16.3.2.2.2** Neither the property nor any subdivision thereof nor any unit thereon shall be transferred to any person who has not bound himself/herself/itself to become a Member of the Homeowners' Association.
- 16.3.2.2.3** The owner of the property or any subdivision or any unit thereon shall not be entitled to transfer the erf or any subdivision thereof or any interest therein or any unit thereon, or in the case of a company or close corporation, be entitled to transfer the shareholding or Member's interest therein or, in the case of a trust, to substitute the Directors, without a clearance certificate from the Homeowners' Association that the provisions of the Memorandum of Incorporation and these rules have been complied with. The terms term "Homeowners Association" in the aforesaid conditions of title shall mean the Meyersdal Nature Estate Ext 8-12 Homeowners Association (incorporated Association not for gain).
- 16.3.2.2.4** A clearance certificate will not be issued by the Homeowners' Association until all outstanding levies due are paid in full up to the estimated date of transfer of the property.
- 16.3.2.2.5** In the event of the registrar of deeds requiring the amendment of such conditions, in any manner in order to effect registration of a property, the purchaser hereby agrees to such amendment and shall be liable for the cost thereof.

**16.3.3** In order for a clearance certificate to be issued by the homeowners association the property must comply with conditions as set out in the Architectural Guidelines and clause 6 of this document.

- 16.3.3.1** The seller agrees to the inspection by the homeowners association of the property to verify architectural compliance with estate rules.

- 16.3.3.2 The seller agrees to rectify any non-compliances with the Architectural Guidelines at his own cost prior to a clearance certificate being issued by the homeowners association.

## **16.4 Moving in or out**

### **16.4.1 Moving out**

- 16.4.1.1 Prior to moving out the homeowners association needs to be notified in writing of the intention to move out clearly stating the date that the move will occur. Without such prior notification security will refuse the movers vehicle to exit.
- 16.4.1.2 The homeowners association will verify that all levies have been paid up-to-date and that the dwelling comply with the Architectural Guidelines and clause 6 of this document before permission to move out will be granted.
- 16.4.1.3 Access of all residents, domestics and frequent visitors applicable to the stand or unity moving out will be cancelled on the date of the move.

### **16.4.2 Moving in**

- 16.4.2.1 Prior to moving in the new owner/tenant must register all members of the family that will be permanently living in the estate with the homeowners association for biometric access. Without biometric access entry and/or exit will be refused by security.
- 16.4.2.2 The new owner/tenant must register the domestic and/or gardener with the association before access will be granted to such an employee.

## **17 CONDUCTING A BUSINESS FROM WITHIN THE ESTATE**

- 17.1 There exists a possibility that various businesses are being or may in future be run from the estate and as such the members and directors wish to regulate and manage the operation of such businesses to the benefit of all residents.
- 17.2 The following rules shall be applicable to the operating of a business within the estate as of 1 October 2017:
  - 17.2.1 All new business ventures despite nature, size, activity or otherwise of the business must be applied for in writing and must adhere to 17.2.5.
  - 17.2.2 Current business owners operating or running any form of business or enterprise despite the nature, intent, size, activity or otherwise from the estate is to make written application to the board of directors for consent and authorisation to continue to conduct such business activity supported by a description of the business activity and the nature, size and intent of the business operations as well as reasons as to why consent should be granted.

- 17.2.3 The board of directors shall review, investigate and consider each application on an *ad hoc* basis and advise the applicant within 30 days as to whether the application has been successful or not.
- 17.2.4 In the event that the applicant is unsuccessful the board of directors shall provide the applicant with written reasons as to why the consent was so refused in line with the determination criteria as set out below.
- 17.2.5 The directors shall apply the following determination criteria in assessing each application:
- 17.2.5.1 **SECURITY:** any business activity that compromises the security of the estate generally or any one unit or person and/or has a direct and/or negative impact on the security access points to the estate shall not be permitted. Security issues shall extend also to employees, contractors, agents or any other person wishing to enter the estate in connection with the proposed business activity.
  - 17.2.5.2 **NUISANCE:** any business activity which causes nuisance to the estate generally or any one unit or person shall not be permitted. Nuisance shall be defined as any activity that interferes with a neighbour or the members of the estate's quality of life, health, comfort and well-being and shall include but not be limited to smells, smoke, noise, obstructions in the roads, displays anything that effects and/or affects the aesthetics of the estate or that annoy or cause discomfort or inconvenience to a members of the estate or the estate generally.
  - 17.2.5.3 **INFRASTRUCTURE:** any business activity which shall have a direct or negative impact on the inherent infrastructure of the estate, be it wear and tear of the roads; gardens and parks; access points; telephone lines, cables, costs and/or tariffs; electricity lines, cables, costs, tariff's and/or consumption; water costs, tariff's and/or consumption; and/or any other common use area.
  - 17.2.5.4 **JUSTIFIABILITY:** any other factor that relates to the estate, the general well-being of the residents of the estate and/or the proposed business can be considered by the board of directors in reaching a conclusion on any application.
- 17.3 The directors are granted authority to give approval to applicants and impose regulations, rules and policies to be applicable to the business activity of any applicant singularly or jointly to regulate the business activity in accordance with the rules of the estate and for the benefit of the residents of the estate and is also hereby authorised to increase any levy payable to the association to facilitate the increase in costs occasioned by the company by virtue of the operating of any business activity.

- 17.4** These rules are put in force to ensure free and undisturbed enjoyment of every resident property.
- 17.5** Conducting any business activity of any nature within the estate remains subject to municipality rules regarding operating such a business within a residential area. If there is conflict between estate rules and municipality bylaws and rules the more stringent interpretation thereof will apply.
- 17.6** Since the advent of Covid-19 “work from home” has become a new norm. As such “work from home” activity is not considered to be a business enterprise, it will be tolerated on the condition that all conditions in clause 17.2.5 are complied with at the discretion of the directors.

## **18. GENERAL**

### **18.1 Good neighbourliness**

- 18.1.1** Any activity or hobby which may cause aggravation or nuisance to fellow residents or animals may not be conducted from any property within the Estate. This includes, but is not limited to, auctions, jumble sales, woodwork, metalwork or any other activity which could be noisy or disruptive.
- 18.1.2** The volume of music or electronic instruments, car radios and any other sound emitting device, partying and the activities of domestic help, shall be kept to a level so as not to be a nuisance to neighbours, the estate as a whole or animals. Loud music and noise that can be a disturbance to neighbours will only be permitted on the following days during the following times:
- 18.1.2.1** Sunday to Thursday      08:00 – 22:00
  - 18.1.2.2** Friday to Saturday      08:00 – 24:00
  - 18.1.2.3** Public holiday preceding a normal workday  
08:00 – 22:00
  - 18.1.2.4** Public holiday preceding another public holiday  
08:00 – 24:00
- 18.1.3** Any complaint of such noise nuisance not complying with rule 18.1.2 will result in a warning against such resident. Any subsequent noise disturbance from such resident will result in a penalty against such owner being imposed.
- 18.1.4** Further to 18.1.2 above, residents reserve the right to contact the South African Police Service to attend to any disruptions and any person who fails to comply with rule 18.1.2 above and after being requested to reduce music or loud noise by any other resident, director or security official of the Estate.
- 18.1.5** The mechanical maintenance and/or the use of power-saws, leaf blowers, lawn mowers (electric mowers are preferred) and the like as well as any other noisy garden maintenance equipment shall only be allowed between the following hours:
- Monday to Friday      07:30 to 17:30
  - Weekends and public holidays      08:00 to 17:00

Failure to comply with these time periods will result in a penalty fine being imposed on the resident.

18.1.4 Washing shall be hung only on lines screened from the street view. No washing, or garments, are to be hung from a balcony.

18.1.5 **The HOA and the directors will not become involved in private neighbour disputes of any nature. All such private neighbour disputes are to be remedied by the owners involved.**

### **18.3 Queries / suggestions / complaints**

18.3.1. Members should feel free at all times to make suggestions or raise any queries regarding anything to do with the Estate. The management is always willing to assist with reasonable enquiries. Requests will be dealt with as expeditiously as possible or, where necessary, referred to the appropriate higher authority.

18.3.2. All complaints should be directed in writing to the Directors via the Estate manager to centralise record keeping of communication, whereafter appropriate action will be taken or the problem suitably explained. In circumstances regarding perceived fears or insecurities, an interview may be requested with the Directors. Your Directors encourages the raising of any problems into the open, rather than members seeking private opinion or advice from possibly uninformed residents.

## **19. ENVIRONMENTAL MANAGEMENT**

**19.1** All building and garden rubble shall be discarded by owners at their own risk at a suitably designated council disposal site. No rubble or refuse should be dumped or discarded in any area whatsoever including public areas, streets, sidewalks or parks or any area of common property.

**19.2** Residents and their guests and employees are required to leave any open space they visit in the same condition in which it was found. Residents are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces and common property encouraging neatness and consideration for all other residents.

**19.3** Flora shall not be damaged or removed from any public area.

**19.4** Residents shall ensure that declared noxious flora are not planted or grown in their gardens but only indigenous species of plants as specified in the Environmental Management Plan.

**19.5** The use of open space areas, tennis courts and other clubhouse facilities shall be entirely at the risk of the users thereof at all times. The HOA will not be held liable or entertain any claim/s for damages of whatsoever nature or from whatsoever cause arising.

**19.6** Picnicking will only be permitted in the designated areas.

**19.7** Swimming pool water must be discharged into the sewer system and not onto roads, any area of common property or on any neighbouring property.

**19.8** Dogs are not allowed into the nature area at any time whatsoever.

**19.9** Exotic pets, fish and or any plants are not to be released into the nature area.

**19.10** Due care must be taken when entering the nature area and a safe distance maintained from the wildlife as the animals remain wild and behaviour unpredictable. Children should be accompanied by adults in the nature area. Do not disturb, harass or tease the wildlife.

**19.11** The directives of the Environmental Management Plan shall be strictly adhered to and will be enforced by the Directors.

## **20. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES**

**20.1** The responsibilities of enforcing the Estate Rules rests with the residents of the estate and therefore residents are required to at all times enforce the rules within their respective households. Thus, the occupiers of any property within the Estate shall be liable for the conduct of their visitors, contractors and employees and shall ensure that such parties adhere to the Rules.

**20.2** Should any owner let his property, he shall notify the HOA in writing in advance of occupation, the name of the lessee, and the period of such lease. The owner shall inform the lessee of these Rules and bind the lessee to adhere hereto. Owners will be held liable for the transgressions of their tenants.

**20.3** At no time may more than 1 employee occupy a domestic quarter.

**20.4** Save for entering and exiting the estate domestic workers, contractors and employees may not dawdle or roam the streets within the estate.

**20.5** Domestic employees are not allowed to sign visitors into the estate.

## **21. ACCREDITATION OF ESTATE AGENTS**

**21.1** Estate agents shall be accredited by signing an agreement with the Association that such agent understand and shall abide by the stipulated procedures applicable to the sale and/or lease of the property in the Estate as explained in par 16.

**21.2** The estate agent must be aware of the rules of the estate and undertakes to inform any prospective buyer or lessee of the existence of the rules. The estate agent undertakes to ensure that the rules of the estate is attached to any agreement as stipulated in par 16 apart from the onus placed on the property owner. The onus to inform the prospective buyer or lessee of the estate rules remains with the estate agent.

**21.2** Accreditation of estate agents may be reviewed by the Association from time to time and an updated list of accredited agents shall be published by the Directors.

**21.3** The accreditation policy for estate agents may be reviewed by the Association from time to time.

## **22. FAILURE TO COMPLY WITH THE RULES**

**22.1** Failure by an owner to comply with any provisions of any rule may result in:

22.1.1 a call for an explanation and/or apology and/or

22.1.2 a reprimand and a request to comply and/or

- 22.1.3 the withdrawal of any previously given consent applicable to the particular matter and/or
- 22.1.4 the imposition of a fine or penalty and/or
- 22.1.4 an order to pay for damages resulting from non-compliance with any rule and /or
- 22.1.5 application to the courts for the enforcement of the rule/s

**22.2** The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Directors who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach and non-compliance.

**22.3** Should any owner be aggrieved by any decision made by the Directors they, within seven (7) days of the finding, must lodge an appeal to the Board of Directors, giving their reason for such an appeal.

### **23. IMPOSING OF PENALTIES AND FINES**

**23.1** The directors are granted authority to impose fines for the breach and non-compliance with rules of the estate, as described, which fines and amounts shall be entirely at the discretion of the Directors.

**23.2** Owners acknowledge that a schedule of fines are presented and approved at the Annual General Meeting (AGM) each year for the more common breaches and non-compliance with rules which fines are binding on members of the homeowners association and which fines may be imposed without prior notice to a member in contravention with these rules.

**23.3** However, there exist a possibility that rules are misinterpreted, vague, inadequate or not defined in which case the conduct of an owner, occupier or an employee of a residence or his or her visitors may constitute a nuisance in the opinion of the Directors, or if an owner, occupier, visitor or an employee contravenes, breaches, or disobeys or disregards the Constitution of Rule, the Directors may furnish the owner and occupier with written notice which may in the discretion of the Directors be delivered by hand or by email. In the notice the particular conduct, which constitutes a nuisance, must be adequately described, or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the residence.

**23.4** If the owner or occupier nevertheless persists in that particular conduct, or in the contravention of that particular Rule, the Directors may convene a meeting to discuss the matter and impose a fine.

**23.5** A written notice by which the alleged offender, whether owner or occupier, is informed of the purpose of the meeting and invited to attend, must be sent to the owner (and occupier if applicable) at least seven (7) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.

- 23.6** After the owner or occupier has been given the opportunity to present his case, the Directors may by way of special resolution – 75% of the Directors present at the meeting with a minimum of three Director members – impose an initial penalty for the first offence and a subsequent penalty for each identical offence thereafter.
- 23.7** Any fine imposed in terms of sub-rule 23.2 and 23.6, may if it is not paid within 14 days after the offender has been notified of the imposition of the fine, be added to the levy which an owner is obliged to pay in terms of the Constitution and claimed by the Directors as part of the monthly levy instalments payable by the owner.
- 23.8** Should an owner fail or refuse to comply with these Community Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the owner any costs incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.
- 23.9** Should the HOA institute legal action against any member for and/or in relation to arrear levies, the costs thereof including collection commission, will be recoverable against such member on an attorney and own client scale and will be debited to such owners levy account and be payable within the same time periods as would a normal levy.

#### **24. SETTLEMENT OF DISPUTES**

- 24.1** Should any disputes or differences whatsoever arise at any time between the members, or between the members and the HOA or any of them, then either party:
- 24.1.1** may declare a dispute by delivering the details thereof to the other party, and
  - 24.1.2** request that such dispute be referred by the parties, without legal representation by mutual agreement, to mediation by a single mediator at a place and time to be determined by him.
- 24.2** If, within 30 (thirty) days of the delivery of the declaration of a dispute, request that such dispute be referred by the parties, without legal representation, to mediation by a single mediator at a place and time to be determined by him.
- 24.3** If, within 30 (thirty) days of the delivery of the declaration of a dispute, the parties have not agreed to accept mediation then the dispute shall be determined by arbitration as hereinafter prescribed.
- 24.4** If the parties agree to mediation then the mediator shall be –
- 24.4.1** selected by agreement between the parties or, failing such agreement, nominated on the application of either party by the Chairperson for the time being of the Association of Arbitrators (Southern Africa) or his nominee.
  - 24.4.2** The mediator shall, at his entire discretion, determine whether the reference to him shall be made in the form of written and/or oral representations providing that, in making this determination, he shall consult the disputing parties and be guided by their desires of the form in which the said representations are to be made.
  - 24.4.3** The mediator shall, within a reasonable period thereafter, express in writing an opinion on the matter and shall include therein his detailed reasons leading to the opinion.

- 24.4.4 The mediator shall deliver a copy of his opinion to each party.
- 24.4.5 The opinion so expressed by the mediator shall be final and binding on the parties unless either party within 30 (thirty) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion.
- 24.5 The costs of mediation shall be determined by the mediator and shall comprise;
  - 24.5.1 the mediator's expenses; and
  - 24.5.2 a fee which shall have been previously agreed by the parties.
- 24.6 Each party shall bear the costs of any legal advice it may have obtained in connection with the mediation.
- 24.7 The expressed opinion of the mediator shall not prejudice the rights of the parties in any manner whatsoever in the event of their proceeding to arbitration.
- 24.8 Any decision given by any representative of the parties in accordance with any provision of this agreement prior to or during the mediation shall not disqualify him from being called as a witness and giving evidence before the Arbitrator on any matter whatsoever relevant to the dispute or difference so referred to the Arbitrator as herein provided.

## **25. ARBITRATION**

- 25.1 If either party to this agreement is unwilling to accept mediation or be unwilling to accept the opinion expressed by the mediator then either party may, by written notice delivered to the other, within 30 (thirty) days of the declaration of the dispute if there be no mediation or within 30 (thirty) days of the issue of the mediator's opinion if mediation takes place, require that the dispute be referred to arbitration.
- 25.2 Such arbitration shall be by a single Arbitrator who shall be:
  - 25.2.1 selected by agreement between the parties or, failing such agreement;
  - 25.2.2 nominated on the application of either party by the Chairperson for the time being of the Association of Arbitrators.
- 25.3 The Arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 25.4 Upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct same to be taxed as between Attorney and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.
- 25.5 The award of the Arbitrator shall be final and binding on the parties hereto.
- 25.6 In all respects the arbitration shall be conducted in accordance with the Rules for the Conduct of Arbitrators published by the Association of Arbitrators and current at the date the Arbitrator is appointed or nominated.
- 25.7 The arbitration clause contained herein does not preclude the owners from approaching a Court for relief. The Directors may in the name of the HOA enforce the provisions of any Rules by civil

application or action in a Court of competent jurisdiction and for this purpose may appoint such Attorneys and Counsel as they deem fit.

- 25.8** In the event of the Directors instituting any legal proceedings against any member or resident within the Township for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the member or resident concerned, calculated as between Attorney and client.

**26. DISCLAIMER**

In terms of the Constitution, the Association shall not be liable for any injury to any person, damage to or loss of any property to whomsoever it may belong occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring on the Estate. Members shall not have any claim or right of action against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them. Members indemnify the Association against all claims in line with the above.

**27. AMENDMENT AND INTERPRETATION OF RULES**

- 27.1** The Directors may amend or add to these Rules from time to time, to ensure the happy and orderly coexistence of the community and to minimise the impact on the environment.
- 27.2** The decision of the Directors shall be final and binding in respect of the interpretation of these Rules.