



**RULES OF CONDUCT FOR  
PLANTATIONS HOMEOWNERS IN  
PLANTATIONS ESTATE**

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## **Introduction and Interpretation**

These Rules have been made by the Directors of the Plantations Homeowners Association in terms of Article 13 of the Memorandum of Incorporation (hereafter referred to as the Memorandum). The provisions of these Rules shall be binding upon all Members and insofar as they may be applicable to all persons occupying any Property by, through or under any Member whatever the nature of such occupation. It is the responsibility of every Owner to ensure he/she is familiar with the Rules as may be amended from time to time.

In these Rules, unless it appears to the contrary either expressly or by necessary implication:

- a] “Articles” means the provisions of the Memorandum of Incorporation of the Plantations Homeowners Association.
- b] “Association” means the Plantations Homeowners Association referred to in Article 2.
- c] “Board” means the Board of Directors of the Association.
- d] “Chairman” means the Chairman of the Board of Directors of the Association.
- e] “Dwelling” means any dwelling house and usual outbuildings erected on any erf or any unit within any Sectional Title scheme.
- f] “Erf” means a freehold subdivision of the land registered in the name of a Member or upon which a Sectional Title Scheme has been established.
- g] “Estate” means the Estate referred to in Article 1.13, known as the Plantations Estate.
- h] “Member” and/or “Owner” means the owner of any freehold erf or a unit within any Sectional Title scheme and also includes each Body Corporate of each Sectional Title development within the Estate.
- i] “Common Property” means the areas within the Estate which are not owned by any Member and are registered in favour of the Association.
- j] “Property” means an erf or a unit within any Sectional Title scheme.
- k] “Unit” means any Sectional Title unit forming part of a Sectional Title scheme established within the Estate.
- l) “Resident” means any person residing in the Estate whether permanently or temporarily be it as Member and the Member’s family, their guests, their tenant, the tenant’s family, the tenant’s guests, or any third party occupying any property in any other capacity.

- m] “Rules” means the rules as contained in this document and any additional rules as prescribed by the Association from time to time.
- n] “Estate Manager” means a person, corporation or association appointed by the Association, from time to time, to undertake the management of the Estate.
- o] “Body Corporate” means a body corporate as defined in Section 1 of the Sectional Titles Act  
Words relating to any gender shall include the other gender, words relating to the singular shall include the plural and vice versa and words relating to natural persons shall include associations of persons having corporate status by statute or common law.

Headings of paragraphs shall be deemed to have been included for purposes of convenience only and shall not affect the interpretation of these Rules.

Whenever any number of days is prescribed, they shall consist of all days i.e. Saturdays, Sundays and South African public holidays and shall exclude the first day and include the last day.

## **1. General Conduct**

- 1.1. Every Member, and every person who is a member of his household, and every tenant and every person who is a member of the tenant's household, guest, employee and contractor of such Member or Resident (collectively referred to as "his invitees"), shall observe the provisions of the Memorandum and all Rules made by the Association or by its Board.
- 1.2. No person shall cause a nuisance of any nature in the Estate.
- 1.3. Respect and general consideration by all persons for all other persons residing in or entering the Estate shall be exercised at all times.
- 1.4. The Association shall be entitled but not obliged to intervene to resolve any complaints received by the Association. Any complaint arising out of a pure neighbour-and-neighbour dispute that does not involve a breach of the Rules and /or the Memorandum may be left to the complainant to take up and resolve directly with the alleged transgressor and neither the Association, the Board nor the Estate Manager shall be obliged to react thereto, to intervene or to resolve the complaint.

## **2. Control of Vehicles**

### **Road traffic legislation, regulations and ordinances shall apply on the Estate.**

In addition, the following shall also apply:

- 2.1. No person shall drive any vehicle on any road within the Estate in excess of 25 kilometers per hour.
- 2.2. The Association may, if it considers it necessary or desirable to do so, impose a speed limit lower than that referred to in Rule 2.1 above upon such roads or portions thereof as it may deem fit, either temporarily or permanently.
- 2.3. No person shall drive any vehicle at any place within the Estate except:
  - 2.3.1. upon the tarred or brick-paved portions or otherwise constructed portions of the roads as indicated on the general plan of the Estate, and described in the Town Planning Scheme as private roads;
  - 2.3.2. upon any other road or tract not referred to in Rule 2.3.1 above, which is specially designated on a plan of the Estate by the Association as being for vehicular use, such plan to be posted in the office of the Association for general information, and which usage shall be further indicated by means of appropriate signs;
  - 2.3.3. upon any driveway within any Erf.

- 2.4 All vehicles shall keep to the left-hand side of all roads.
- 2.5 The Association may by means of appropriate signage, give such directions as to the use of roads or any portion thereof as it in its discretion may deem fit, provided that such signs shall, insofar as is possible, be in accordance with the international code of road signs currently in force, and failure by any person to obey the same and give effect to such meaning shall constitute a breach of these Rules. The Association may, if deemed necessary or desirable, amend the signage in such manner as it may deem fit.
- 2.6 No person shall use any road within the Estate in such a manner as to constitute a danger or nuisance to any other person or property within the Estate.
- 2.7 No person shall operate any motor vehicle at any place within the Estate unless –
  - 2.7.1 They are the holder of a valid current driver's license issued under the provisions of the Road Traffic Act No.93 of 1996 (as amended).
  - 2.7.2 Such motor vehicle is licensed for use on a public road, with a current and valid license displayed in the vehicle window and valid license plates on the vehicle.
- 2.8 Right of way within the Estate shall be given to pedestrians, cyclists and wildlife at all places and at all times.
- 2.9 No children shall be permitted to ride or operate any powered or unpowered form of transport, including a bicycle, tricycle, skateboard or similar device, within the Estate unsupervised. The sole responsibility in respect of the riding or operation of any powered or unpowered transport within the Estate by a minor child shall rest with the parent or guardian of such child.
- 2.10 No vehicle shall enter or leave the Estate at any point except at the designated entrance gates, provided in special circumstances and with the consent of the Association, an alternative point may be arranged.
- 2.11 No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the main entrance gates, provided that the Association may issue to Residents a device enabling such Residents themselves to operate the gates at the main entrance, in which event such provision shall not apply. It shall be the responsibility of Residents to ensure such enabling devices are kept in a safe place and shall immediately notify security in writing of any loss thereof.
- 2.12 No Resident shall permit the use of a device for operating any of the estates' access gates by any other person including a guest or employee save with the written consent of the Association and then on such terms and conditions as the Association may stipulate from time to time.
- 2.13 No vehicle shall enter the Estate without the use of an access device registered to the user

themselves, , or alternatively in the event of the occupants of such vehicle wishing to enter the Estate as the invitees of a Resident of the Estate using a pin issued by the resident, upon the said guard having satisfied himself that the occupants of the said vehicle may be admitted to the Estate on behalf of the Resident.

- 2.14 No vehicle having a gross weight in excess of 4000kg shall be permitted to enter through the front entrance of the Estate except with the prior written approval of the Association who may grant approval on such conditions as it may see fit. Vehicles over 4000kg to enter the Estate through Forbes Drive entrance and travel only on approved roads. Vehicles over 8000kg will be required to park at Forbes Drive and a shuttle will have to be arranged by the Resident to fetch or deliver the goods.
- 2.15 No person shall operate any vehicle in the Estate while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
- 2.16 No person shall store, park or leave unattended any vehicle at any place in the Estate except;
  - 2.16.1 in a garage or on the driveway on a Resident's Property.
  - 2.16.2 in any area designated for such purpose by the Association by means of an appropriate sign;
  - 2.16.3 on a roadway provided that no obstruction is caused to the flow of vehicular traffic and that such parking is of a limited duration. No parking is permitted at any time on the cobbled slip/access roads.
  - 2.16.4 in a lay-by or parking bay designated as such by means of an appropriate sign. The Association shall have the right to wheel clamp any vehicle found to contravene this Rule 2.16 and to penalize the Resident responsible therefore and to keep the vehicles wheels clamped until the penalty has been duly paid.
- 2.17 No vehicle repairs or washing of vehicles may be undertaken on sidewalks or on the road system within the Estate.
- 2.18 Any vehicle which is to be left parked on a driveway for a prolonged period of time is to remain uncovered.

No items other than garden furniture and the like may be stored in the open on a residential Property save with the prior approval of the Estate Manager in respect of items such as small "luggage" type or low profile trailers (not exceeding 4m in length from tip of tow bar to rear of trailer) and other unobtrusive items. In these instances such items must be stored in a manner that does not detract from the aesthetic appeal of the Estate, especially for neighbours. Accordingly, storage thereof should be out of view as far as possible, be neatly covered with green canvas or other colour as agreed with the Estate Manager and preferably be screened by a hedge, trellis or the like. For all other items there is an alternative storage facility available

on the Estate for rent.

- 2.19 The storage of boats, caravans and the like in the open, other than in the alternate storage facility, must be with prior written consent of the estate manager and may be for a maximum of 3 days.
- 2.20 No helicopter or any other means of aerial conveyance may be landed at any place in the Estate except with the written consent of and subject to such conditions as may be laid down by the Association.
- 2.21 The flying of remotely piloted aircraft (drones) is prohibited unless prior approval has been granted by the Estate Manager and after consultation with Residents within 50m of the proposed flying area. Any persons that are given consent to fly drones must do so in compliance with the Civil Aviation Regulations, Part 101 – Remotely Piloted Aircraft Systems.
- 2.22 No quad bikes, trail bikes or similar vehicles shall be ridden anywhere within the Estate by any persons other than those approved by the Estate Manager, for purposes relating to security and maintenance.
- 2.23 For the purpose of these Rules, “vehicle” shall mean a vehicle as defined in Section 1 of the Road Traffic Act including any device designed or adapted mainly to travel on wheels.

### **3. Fauna, Flora and Common Property**

- 3.1 No person shall anywhere in the Estate, disturb, harm, destroy or permit to be disturbed, harmed or destroyed any animal, insect, reptile or bird save for the control of pests, insects, rodents and the like that may reasonably be required.
- 3.2 No person shall anywhere in the Estate, disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association, save further that the provisions of this Rule shall not apply with respect to the exercise by any person of any right of ownership or occupation of a Property and in particular any portion thereof utilised as a garden.
- 3.3 No person shall:
  - 3.3.1 light any fire at any place upon the Estate other than at a place designated for that purpose, and then subject to use of a proper fireplace, provided however that where such fire is to be lit outdoors, due regard shall be had to the prevailing weather conditions;
  - 3.3.2 camp or picnic upon any place in the Estate other than at a place which has been specially designated for such purpose by the Association;

- 3.3.3 discard any litter, rubble or refuse or any item of any nature whatsoever at any place in the Estate except in such receptacles as provided, and in such places as may be set aside for such purpose and designated as such by the Association;
- 3.3.4 use any Common Property within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons within the Estate, or behave in such a way as to create a nuisance to any other persons in the Estate;
- 3.3.5 use or conduct himself upon any Common Property within the Estate in such a manner as may reasonably in the opinion of the Association detrimentally affect the use of the Common Property or any of the amenities thereon;
- 3.3.6 plant any plants, shrubs, bushes or trees within the Common Property unless the same has been approved of by the Association. In the event of a contravention of this rule 7 days' notice to remove may be given to the Resident concerned to remove any such planting. Failing such removal, the necessary work shall be carried out by the Association at the expense of the offender.
- 3.3.7 park, store or abandon any item within the Common Property.
- 3.4 The Association shall be entitled to prohibit access to any part of the Common Property if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such areas shall be demarcated by suitable stakes and signage.
- 3.5 All trails and paths within the Estate shall only be used by pedestrians save where the Association designates otherwise.
- 3.6 Whenever it is reasonably required in the management of the Association's property to permit or regularise any minor encroachment the Association may enter into an agreement on such terms and conditions as it may deem fit, with a Member granting that Member the use and occupation of a specific area of the Common Property within the Estate.
- 3.7 No person shall within the Estate, discharge any fireworks, fire crackers and the like, or firearms as defined in the Firearms Control Act No 60 of 2000, as amended or any dangerous weapons as defined in terms of the Dangerous Weapons Act 15 of 2013, as amended, or any pellet guns or the like except in self-defense or within an area specifically approved for such purpose by the Association, or with the express written approval of the Association.
- 3.8 No person shall play with any type of hardball e.g. golf balls, cricket balls, hockey balls etc. on Common Property or servitudes where it could cause damage to properties



adjoining this area or injury to persons.

- 3.9 The Common Property and facilities thereon are used on the clear understanding and condition that they are used entirely at the risk of the user, that no liability shall attach to the Association, their directors, employees or agents who are indemnified in accordance with Rule 20 below.

#### **4. Dams, Ponds, Streams and Water Features**

- 4.1 No person shall swim, paddle, walk or play in any water feature, dam, pond or stream in the Estate;
- 4.2 No person shall without the written consent of the Association, catch, take or remove any fish, live bait or crustaceans from any dam, pond or stream in the Estate, unless specifically permitted to do so subject to such conditions as the Association may impose.
- 4.3 No person shall pollute or permit the pollution of any dam, pond or stream in the Estate by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.
- 4.4 No person shall discard any litter or any article of any nature whatsoever anywhere on the Estate including in any dam, pond or stream in the Estate. Any person found to be dumping or discarding waste of any kind in any area of the Estate that is not designated for waste collection (and not using approved waste bags), which includes the basement parking areas of the Bodies Corporate, will be liable for a penalty.
- 4.5 No person shall dam or obstruct in any way whatsoever, any stream or water feature in the Estate.
- 4.6 No person shall alter the flow of water within any water course, furrow, servitude, stream or water feature.

#### **5. Domestic and Garden Refuse**

- 5.1 The removal of domestic and other refuse, including garden refuse, shall be under the control of the Association which may, in exercising its functions in this regard from time to time, by notice in writing to all persons concerned:
- 5.1.1 prescribe the type and size of refuse containers to be used;
- 5.1.2 give directions in regard to the placing of such refuse for collection;
- 5.1.3 require the payment of a reasonable charge for the provision of such containers;
- 5.1.4 it shall be the duty of every Resident to ensure that such directions given by the Association are fully observed and implemented;

- 5.2 No person shall keep any refuse within or outside a Property except in the containers aforesaid;
- 5.3 Containers shall not be kept in any place outside a Property or where it may be seen from outside the grounds of a Property except in such places as may be specifically set aside therefore, or as may be approved by the Association from time to time;
- 5.4 Refuse may only be placed outside the Property after 15.30 the afternoon prior to, or prior to 8am in the morning of the approved collection day;
- 5.5 Where in the opinion of the Association any item of refuse is of such a size and nature, or it has not been bagged as required so that it cannot be removed by the Refuse Removal Services, the Association may give the person wishing to dispose of such litter such directions for its disposal as it may deem fit.

## **6. Animals**

- 6.1 No animals (including birds and reptiles) shall be permitted to be kept on any Property or any other place within the Estate without the prior written consent of the Association, and subject to such conditions as the Association may impose. The Association shall be entitled to withdraw such consent at its discretion by giving notice to that effect.
- 6.2 The Association reserves the right to ban any breed of dog considered to be a threat or a danger to persons or wildlife. Residents wishing to acquire a dog and Residents wishing to replace a dog must consult with the Association as per clause 6.1 above in order to avoid an unpleasant situation involving the dog having to be removed.
- 6.3 Dogs must be of a size appropriate to the size of the Property.
- 6.4 All animals (including cats refer Rule 6.10 below) shall be restricted to the Property to which they are registered. All animals are to be registered with the Association on the platform specially designed for this purpose together with a clear photograph of the animal, and relevant inoculation certificates must be emailed to the estate office.
- 6.5 The Association shall have the right to act against animal owners who fail to prevent their animals (including cats) from leaving their Properties.
- 6.6 In respect of barking (by dogs), howling (by cats) and the like, or the creation by any animals of a nuisance of any other nature, the Association shall be entitled but not obliged to take action against any transgressor in the event of a complaint supported by evidence to the satisfaction of the Estate Manager substantiating the alleged nuisance. Any such complaint that is unsupported by appropriate evidence may be dealt with as pure neighbour issue and left to the complainant to take up and resolve directly with the alleged transgressor/s and neither the Association, nor the Board nor the Estate Manager shall be obliged to react thereto, intervene in or to resolve the complaints.

Proven breaches of these Rules 6.2 to 6.6 may ultimately result in the permanent removal of the animal in question from the Estate.

- 6.7 Subject to Rule 6.1 above and any applicable Sectional Title rules Residents shall only be permitted to bring onto the Estate no more than:
  - 6.7.1 two dogs or
  - 6.7.2 two cats; or
  - 6.7.3 one cat and one dog;
  - 6.7.4 such other animals (including birds and reptiles) as may be specifically approved by the Association in writing prior to their entry into the Estate;
  - 6.7.5 Written permission must be received from the Association if any of the above animals are to be replaced.
- 6.8 When taken outside a Resident's Property, all dogs shall at all times be kept on a lead (not exceeding 2m) and it shall be the responsibility of the Resident concerned to clear up any fouling, and that the person walking the animal(s) shall have the appropriate bags for the clearing and removal of such fouling.
- 6.9 No animal may be left unattended inside a Resident's Dwelling for an extended period of more than 12 hours.
- 6.10 All female animals must be spayed, and tomcats neutered. There shall be no departure from this rule.
- 6.11 All pets must be microchipped, and a certificate of compliance produced when permission is sought to keep a pet.
- 6.12 In the event of any animal being introduced into the Estate, without the prior written consent of the Association or in the event of the Association withdrawing its consent for any animal to be kept on the Estate, the Association may call upon the owner thereof to remove such animal, and in the event of the owner failing to do so, the Association may entirely at its own discretion impound such animal and facilitate its removal from the Estate by such means as it may deem fit, and recover the costs thereof from the Resident concerned without prejudice to its right to recover any fine or penalty imposed in terms of these Rules.
- 6.13 Every animal should wear a collar with a tag indicating the name, telephone number and address of its owner (or where this is not practical, at least the Erf number). Stray animals without identification tags will be impounded and handed to the relevant authorities.

- 6.14 It is a requirement that cats wear an audible bell on their collar to enable the wild birdlife to be forewarned of their approach.
- 6.15 No person shall slaughter any animal or cure or hang up to dry, any meat, fish, skin or carcass or any part thereof on the Common Property within the Estate.

The slaughtering of animals for religious or cultural purposes within the confines of your own property is subject to the following conditions:

- 6.15.1 At least 2 (two) weeks' written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the HOA and / or Trustees for approval, specifying -
  - a. The date and time of the proposed slaughtering;
  - b. The type of animal to be slaughtered;
  - c. The name and qualification of the person registered by the relevant authority to perform the religious or cultural slaughtering;
  - d. Confirmation that the animal will be brought onto the premises immediately prior to the ritual or cultural slaughtering and that all remains of the animal will be removed immediately from the premises after the act of ritual or cultural slaughtering;
- 6.15.2 A notice from the local authority must accompany the notice confirming that all by-laws with regards to the ritual or cultural slaughter have been/will be complied with;
- 6.15.3 A notice from the Health Department shall accompany the above notice confirming that the Health Department specifications with regards to the ritual slaughter have been complied with / will be complied with.
- 6.15.4 A certificate from the Society for the Prevention of Cruelty towards Animals (SPCA) must accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter;
- 6.15.5 Notice must be given to all adjacent properties of the date and time of the proposed slaughter;
- 6.15.6 Failure to comply with the requirements set out above will entitle the body corporate to prevent the act of ritual or cultural slaughtering from taking place on the premises or penalizing the owner accordingly.

## **7. Occupation of Dwellings**

- 7.1 The maximum number of persons permitted to occupy any Dwelling within the Estate shall be the number of bedrooms in such Dwelling multiplied by two.

- 7.2 Everybody in the Estate must observe the “quiet hours” curfew from 22:00 to 06:30. At weekends mechanised equipment, including but not limited to lawnmowers, hedge trimmers and power tools may only be used on the Estate on Saturdays from 08:00 until 14:00 and not at all on Sundays or Public Holidays.
- 7.3 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such area designated for such purpose, or any other area, so long as it is not visible from beyond such area.
- 7.4 No person shall keep anywhere in the Estate, any flammable substance provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
- 7.5 Where any Property is owned by more than one person or by a legal entity such as a company, close corporation or trust, the co-owners concerned or the legal entity as the case may be shall elect a representative as the liaison officer for the Property concerned, and shall notify the Association of the name and address of such liaison officer.
- 7.6 Arising from the Association’s general security controls and the control of persons entering and leaving the Estate, every Member and every resident of a property within the Estate shall be obliged to supply the Association with telephonic and email contact details and to notify the Association forthwith of any changes to such contact details.
- 7.7 The use of any Property shall in all relevant respects be governed by the town planning scheme applicable to the Estate, a copy of which may be perused in the Estate office.
- 7.8 No signs other than an Association approved house name or number may be displayed on the Estate. No flags, flag poles, radio aerials on poles, statues, ornamental decorations, and the like may be placed on any Property without permission of the Board. Any such proposed statues or external ornamental decoration should be in keeping with the Tuscan aesthetics and architectural style.

## 8. Letting

**Prior to letting, Owners should consult with the Association’s office in order to be fully au fait with all requirements and standard operating procedures with respect to letting**

- 8.1. Owners or estate agents should operate on a ‘by appointment’ basis in which they must personally accompany prospective tenants to the Property. No ‘To Let’ boards or advertising boards of any nature shall be permitted to be erected on the Estate. No show houses will be allowed.
- 8.2. Should an Owner wish to let his Property in the Estate the Owner, or his agent, must comply with the standard operating procedures for letting as prescribed by the Association from time to time for the proper installation of tenants, including payment of a prescribed lease pack fee as may be applicable, to be determined annually by the Board of the Association.

The Owner, or his agent, and prospective tenant must complete the formalities, requirements and documents, included in the lease pack, in particular the use of the standard Lease Agreement (no other agreements will be accepted), the tenant agreeing to be bound by the Articles and Rules of the Association and any further terms and conditions imposed upon him by the Association in its sole discretion. Approval by the Board of the Association will not be valid unless conveyed in writing by the Association to the Owner and the prospective tenant.

- 8.3. No Member shall part with occupation of his Property unless, prior to giving such occupation the Member or estate agency, if applicable, submits to the Association a copy of the proposed Lease Agreement together with any other information in respect thereof which may be required by the Association, and has obtained the written consent of the Association to conclude such Lease Agreement, provided that the Association's consent may be withheld:-
  - 8.3.1 if the Association is not satisfied that the provisions of 8.2 have been complied with; and;
  - 8.3.2 if there are any amounts owing by the Member to the Association.
- 8.4 The Lease Agreement shall contain the following terms and conditions:
  - 8.4.1 that the prospective tenant and/or all occupiers, as a stipulation in favour of the Association, shall in all respects be bound by the terms and conditions of these Rules and the Articles and any amendments thereto, where applicable, without prejudice to the Association's right to hold the Member responsible for any breaches of the Rules and/or Articles.
  - 8.4.2 that the Association shall be entitled to withdraw its consent to the Lease in the event of the tenant and/or any occupier committing a material breach of the Rules and/or Articles and/or any conditions under which consent to Lease was granted and after being given reasonable written notice by the Association to remedy such breach has neglected, refused or failed to remedy the said breach.  
For the purposes hereof all provisions of the Rules and/or Articles and/or any condition under which consent to Lease was granted which relate to security and access control shall be deemed to be material; and
  - 8.4.3 that the Lease will be of no force and effect until such time as the Association's written consent to the lease has been obtained; and
  - 8.4.4 that the Rules will prevail over any potentially conflicting provisions contained in the Lease Agreement.
- 8.5 A Member or his agent, shall furnish the Association with a copy of the signed Lease Agreement at least 2 working days before the commencement of the lease in order for the Association to give consent and approve the Lease Agreement.

- 8.6 Every tenant shall be required to register with the Association on arrival failing which the Association shall be entitled to deny that tenant access to the Estate. If any tenant fails to comply with any of the provisions of these Rules, the Association shall also be entitled to deny that tenant access to the Estate.
- 8.7 It must be noted that a Dwelling must be leased as a whole and no “part of a Dwelling” may be leased or let for any period of time, without the consent of the Association. Short term letting of less than 6 (six) months is prohibited, notwithstanding exceptional circumstances which will be approved by the Association on a case by case basis in writing.

## **9. Maintenance of Property**

- 9.1 Every Member shall in respect of every Property of which he is the Owner, irrespective of the Property being let to tenants, or standing unoccupied, shall be obliged to keep and maintain his Property in goodstate of repair, due regard being had to the concept of the Estate being an upmarket housing development.
- 9.2 Every Member shall ensure that at all times all lawn and garden area are well maintained, due regardbeing had as to the aesthetic requirements, standards, Architectural Design Guidelines, and any gardening code that may be imposed by the Association from time to time.
- 9.3 A Member who contravenes the provisions of this Rule, and who after due notice has been given to him by the Association to remedy such fault or omission, fails to rectify, repair or remedy the same, shall be liable for fines imposed by the Association, along with any costs incurred by the Association in rectifying, repairing or remedying such fault or omission. A Resident may not refuse the Association or its duly appointed agent or employees' entry into any property for the purposes of enforcing the provisions hereof.
- 9.4 No Member shall deviate from the restrictions imposed by the Association relating to compliance with the nature and amenity of the Estate and shall be obliged to strictly adhere to the requirements, terms and conditions relating thereto.
- 9.5 As is contemplated in Rule 21.7 Members will be responsible for the planting of grass and/or the laying of Duzi gravel in the area between the road kerb and the boundary of their respective properties and for the maintenance thereof. Members are also responsible for the maintenance and painting of Property boundary walling.
- 9.6 Swimming pool or storm water may not be emptied into the sewer system.

## **10. Domestic Employees**

- 10.1 Any Resident wishing to employ domestic employees staff, whether on a permanent or on a temporary basis shall submit to the Association the proposed employees full names, their ID number, current physical address, whether the domestic employee is to live in or out, duration of employment if currently in the employ of the applicant, reference where possible if to be employed for the first time, and all particulars relating to such proposed employment as the Association may deem necessary in order for it to grant its approval for access to the Estate by the employee.
- 10.2 The Association shall be entitled to withhold its consent where it is of the opinion that the proposed employee would involve a security risk if employed within the Estate.



- 10.3 In granting its consent, the Association may impose such terms and conditions where it deems such imposition necessary to protect the Association's interests.
- 10.4 The Association may at any stage after approving the employment of a domestic employee, subject to it being in the best interests of the Estate and/or the Association withdraws its consent.
- 10.5 One domestic employee shall be entitled to "live in" on a Property. If a Resident wishes to accommodate more than one domestic employee to "live in", the prior written consent of the Association must be obtained.
- 10.6 The Association will enroll the domestic employees onto the access control system (facial reader / identification card) to facilitate entry to the Estate. Access shall be granted on such terms and conditions which the Association may wish to impose, and any abuse of the use thereof will constitute a material breach of these Rules by the domestic employee and the person by whom such domestic employee is employed and the Member and/or tenant of the Property at which the domestic employee is employed. The employee is to swipe both in and out of the Estate on each occasion they enter and exit the Estate. Failure to do so will be considered a breach of access and may result in access being suspended. Continued breaches may result in permanent suspension of access to the Estate. If a domestic worker is to gain access on a day which is not the usual day stipulated on their access arrangements, the Resident will be required to issue an access pin for the once-off occasion.
- 10.7 Any Resident employing a domestic employee shall be liable to the Association for such domestic employee's conduct and behaviour within the Estate as well as for any visitor of such domestic employee who enters the Estate, provided that such visitor shall not be entitled to enter the Estate unless the Resident has complied fully with the provisions of Rule 10 hereof.
- 10.8 No domestic employee may have an overnight visitor on the Estate except with the express permission of the Association.
- 10.9 All domestic employees, their guests and invitees, shall be obliged to comply with the provisions of the Rules and the Articles to the extent that they may be applicable to them.

## **11. Payment of Levies and Other Amounts owing to the Association**

- 11.1 The amount levied upon each Member under the provisions of Article 12 shall be paid by such Member to the Association monthly in advance on the 1<sup>st</sup> day of each and every month, for the duration of the Member's ownership of his Property, and in the case of a special levy, shall be paid in the manner determined by the Board under the provision of Article 12.4 subject to the terms and conditions of the Articles. The Member acknowledges that the Association may require a debit or stop order in respect of the payment of the monthly levy (including any special levy where this is to be paid monthly) unless the Member

elects to pay such levies annually in advance.

- 11.2 All amounts payable to the Association are to be debited to the levy account and paid as soon as the account is rendered.
- 11.3 Any amount due by a Member to the Association, including but not limited to the monthly levy, any special levy, stabilization fund contribution, penalty and any amount deemed to be part of a levy that has fallen due for payment by any Member and which remains unpaid for more than seven days after the due date for payment thereof shall be subject to a penalty in addition to the Members liability in terms of Rule 11.4 below.
- 11.4 Any amounts that have fallen due for payment by a Member which remains unpaid after the same has fallen due, shall bear interest as from the due date for payment to the actual date on which payment is received at a rate in terms of MOI Article 12.7.
- 11.5 All levies, interest and other amounts due and payable which remain unpaid after the same have fallen due for payment, may be recovered by instituting action in any Court of competent jurisdiction against the Member liable for the payment of such amounts.
- 11.6 In the event of the Association instructing an attorney to take steps against a Member as a result of such Member failing to pay any amount owing by him and/or or failing to comply with any obligations in terms of the Articles or Rules, then such Member shall be liable to pay all legal costs incurred thereby on the attorney and client scale, plus collection commission, expenses and all other charges incurred by the Association.
- 11.7 In the event that a Member owes the Association an amount in excess of R500,00 in respect of arrears levies due and the amount is not in dispute, such Member will lose his rights as a Member to vote at any annual general or special general meeting of the Association.
- 11.8 No Property may be transferred without a certificate by the Association confirming that all levies and other amounts owing by the Member of the Association have been paid in full or secured to the satisfaction of the Association.
- 11.9 In the event that a Member's account with the Association has been handed over to the attorneys as a result of a Member failing to pay any amount owing, the Association may take steps to restrict the use of the Estate facilities and services in respect of which levy payments contribute towards.

## **12. Breach of Rules or Memorandum of Incorporation (MOI)**

- 12.1 Any breach of the Rules or the Articles by a Member, or by any of his invitees or by any person residing in or gaining entry into the Estate at the instance of a

Member or any of his invitees shall be deemed to have been committed by the Member himself.

- 12.2 Notice of breach shall be given in writing by the Association to the Member having responsibility in terms of Rule 1.1 and/or Rule 12.1 and shall contain the following information:
- 12.2.1 The nature of the breach;
  - 12.2.2 the time period, if applicable, in which the breach is to be remedied;
  - 12.2.3 the penalty, or warning, as the case may be, imposed on or given to the Member by the Association in respect of the commission of such breach;
  - 12.2.4 the fact that if the Member wishes to invoke the provisions of Rule 12.4, a hearing of the Association's Committee will be held to adjudicate upon the breach;
  - 12.2.5 any other information the Association may deem necessary.
- 12.3 Notice will be deemed to have been duly given if such breach notice is hand delivered to the Member's Property by either affixing such notice to a prominent fixture on the Property or by placing the notice in the Member's appointed letter/post box or by means of electronic transmission to the email address supplied by the Member to the Association.
- In the event of any Member disputing in writing, which notice of dispute shall be delivered to the Association within 14 days from date of delivery or postage of the breach notice, the fact that a breach has been committed, a Committee consisting of the Chairman of the Board together with two other Members appointed by the Association from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairman may direct (provided that natural justice shall be observed).
- 12.4 In the event of a continuing offence (as distinct from an intermittent offence), any person who contravenes or fails to comply with any provision of these Rules or of the Memorandum or any direction given or any condition imposed in terms thereof shall be deemed to be guilty of a separate offence for every 30 days during which such offence continues, depending on the nature of the offence and at the discretion of the Association.
- 12.5 The actions to be taken and the penalty to be imposed for breaches or contraventions of the Rules or the Memorandum shall be entirely at the discretion of the Board which shall have due regard for the circumstances of each breach or contravention.

### **13. Penalties**

- 13.1 Any person who contravenes or fails to comply with any provision of these Rules or of the Articles, or any condition imposed or direction given in terms thereof, shall be liable to pay a penalty, the amount of which will be at the Board's discretion. In addition to the imposition of a penalty, the cost of any remedial action (including the appointment of suitably qualified professionals at the discretion of the Board) necessitated by a contravention of or failure to comply with any provision of the Rules or the Articles within a prescribed time period may be recovered by the Association from the offending Member.
- 13.2 In the event of a Member failing to pay a penalty imposed upon him within the period stipulated for such payment or fails to pay any associated costs incurred by the Association, no transfer of the Member's Property shall be registered.
- 13.3 Any penalty imposed upon any Member shall be deemed to be a debt due by the Member to the Association and shall be recoverable, together with the levy due by the Member, by ordinary civil process together with legal costs on the attorney-and-client scale and *mora* interest.

### **14 Estate Manager**

- 14.1 The Board may delegate its own powers in terms of these Rules and the Articles to an Estate Manager upon such terms and conditions as it may deem fit.
- 14.2 The Estate Manager may delegate in writing, and retained on file, any of the powers so delegated to him to any person nominated by him for the purpose and upon such terms and conditions as he may deem fit.
- 14.3 The overall responsibility of the Estate Manager will be to report to the Chairman and to manage the affairs of the Estate, implementing, monitoring and reporting on the decisions taken by the Board in accordance with the Articles, the Rules, the Architectural Guidelines and any other guidelines applicable from time to time.

### **15 Sale of Properties**

**Prior to selling, Owners should consult with the Association's office in order to be fully au fait with all requirements and standard operating procedures with respect to selling**

- 15.1 Owners or Estate Agents should operate on a "by appointment" basis in which they must personally accompany prospective buyers to the Property. No 'For Sale', Showhouse, 'Sold' signage boards or advertising boards of any nature shall be permitted to be erected anywhere on the Estate. No showhouses will be allowed.
- 15.2 An Owner wishing to sell his Property shall immediately after date of sale provide the

Association with the following failing which consent to transfer will not be provided as stated in Rule 15.3 below:

- 15.2.1 A Certificate from an accredited plumber certifying that the stormwater and swimming pool, if applicable, do not discharge into the Estate sewer system.
- 15.2.2 A copy of the approved plans and any deviation plans where applicable.
- 15.2.3 A copy of the appropriate occupation certificate from the relevant local authority must also be provided.

15.3 In respect of a sale of a Property:

- 15.3.1 The consent to transfer ownership of Property within the Estate must be obtained in writing from the Association by the Conveyancers upon payment of a prescribed fee to be determined annually by the Board of the Association. The consent shall only be provided once the Owner has complied with the provisions of clause 15.2 above, settled all levies and fulfilled all other obligations to the Association and the Transferee has signed an application for Membership of the Association, agreeing;
  - a) to become a Member of the Association and to abide by its Articles, Rules, Guidelines and any other requirements of the Association, and
  - b) that it is his responsibility to ensure that the Property acquired complies in all respects with the Local Authority by-laws, regulations and any other laws applicable to the erection and ownership of Property from time to time including the Articles, Rules, the Architectural Guidelines and any other guidelines of the Association as may be applicable from time to time, and such application has been accepted by the Association and all amounts due and payable have been paid or secured to the satisfaction of the Association.

It shall be the responsibility of the Owner to ensure that the Property being sold complies in all respects, with the Local Authority by-laws, regulations and any other laws applicable to the erection and ownership of Property from time to time including the Articles, Rules and any applicable guidelines of the Association, the Association being free from all liability in respect thereof and nothing herein, nor in the Articles, Rules and any applicable guidelines of the Association shall be construed as a representation by the Association that the said Property is in all respects compliant therewith.

- 15.4 Should an Owner wish to sell or transfer his Property in the Estate, the agent, or the Owner if he is not using one, must comply with the standard operating procedures for selling as prescribed by the Association from time to time for the proper installation of owners, including payment of a prescribed fees as may be applicable, to be determined annually by the Board of the Association. The Owner, or his agent, and the prospective purchaser must complete the formalities, requirements and documents, included in the Sales pack (no other documents will be accepted), as well as comply with any further

terms and conditions imposed by the Association in its sole discretion.

**16. Construction of Dwellings and Alterations thereto**

- 16.1 The Association, in order to procure compliance with the nature and amenity of the Estate, shall control the right of any Member to erect or build or alter or add to any Dwelling or other structure on any Property which Dwelling or structure shall strictly adhere to any Architectural Design Guidelines applicable from time to time. Nothing contained in these Rules or any Architectural Design Guidelines applicable from time to time shall in any way limit, alter or derogate from a Member's obligation to comply with the requirements of any competent local or other authority or applicable legislation in conducting any building works on any Property.
- 16.2 Any Member wishing to erect or build any Dwelling or structure on his Property or make any alterations/extensions or additions thereto, save for internal alterations to an existing Dwelling, shall submit to the Association an 'Application for Alterations' form along with plans to be reviewed for approval, any drawings and ancillary documents as may be necessary in the opinion of the Association to grant approval thereof, provided that the Association:
- 16.2.1 In its sole discretion may approve, refuse or require such amendments to be made to such application that are deemed necessary to comply with the nature and amenity of the Estate;
- 16.2.2 May grant its approval in writing subject to such conditions it deems applicable, and no verbal approval shall be binding on the Association;
- 16.3 Any contract entered into with any contractor, sub-contractor or supplier by any Member in relation to the construction of any Dwelling or structure or any alterations/extensions or additions thereto including a contract for internal alterations to an existing Dwelling, must be made subject to the Rules of Conduct for Contractors, Sub-Contractors and Suppliers, copies of which can be obtained from the office of the Association. Failure to adhere to this rule or failure by the contractor, sub-contractor or supplier to adhere to the Rules relating to such parties' activities, could result in the suspension of building activities and/or disciplinary procedures by the Association against the Member concerned.
- 16.4 The fees associated with the review of any such Applications for Alterations, will be charged upon their approval, the fees may vary according to the Architectural Guidelines requirements. Such fees will be added to the levy statement of the Member .
- 16.5 The Association shall impose a levy of R500,00 per month on all Members who are attending to the construction of Dwellings or structural modifications to their existing Dwellings.

- 16.6 The Association shall also impose a verge deposit of R10 000,00 on all Members who are attending to the construction of Dwellings or structural modifications to their existing Dwellings as contemplated in 16.3 above.
- 16.7 The Association shall be entitled to levy a penalty levy of R10 000,00 per month, or otherwise in the discretion of the Association, on all Members who having commenced construction of a new Dwelling or structure or alterations or additions thereto, fails to complete construction within 6 months of the date of commencement of construction.
- 16.8 No construction or installation may commence prior to all relevant approvals (including but not limited to the approval of the Association and the Local Authority) being obtained.
- 16.9 The term “structure” as it is referred to in these Rules shall have the ordinary meaning ascribed to it in terms of the applicable town planning scheme and shall also include all matters regulated by the Association in terms of the Architectural Design Guidelines applicable from time to time.
- 16.10 In respect of any deviations that may arise during any project, it is the responsibility of the Owner to submit an application and plans showing the planned deviations for written approval by the Association *prior* to continuing, to ensure that any proposed changes are still within the aesthetic requirements of the Estate and in line with the Architectural Guidelines.

## **17. Security**

- 17.1 The Association shall provide general security for the Estate including perimeter security and access control.
- 17.2 All security measures in force from time to time shall be strictly observed at all times by all persons within the Estate.
- 17.3 Any Resident wishing to install a burglar alarm or armed response system shall be obliged to utilize the services of a regulatory approved Security company. Any such devices shall be silent alarms so as not to cause a nuisance if activated.
- 17.4 Any Resident moving out of the Estate will be required to complete the appropriate moving out form which will need to be authorized by the Estate office prior to moving day. This is to ensure that the Estate’s access control system is updated and access devices are deactivated and to ensure that the removal of property from the Estate is authorized by the owner. The removal of property will not be permitted without security having received this form from the Estate office.
- 17.5 The issuing of an access code by a Resident to another Resident or visitor of another Resident is prohibited.

## **18. Pipeline Servitude**

- 18.1 The Estate is subject to petroleum pipeline servitude. Use thereof is restricted in terms of Rule 3.8 above and may be further restricted by way of appropriate signage erected thereon. Disregard of Rule 3.8 and any such other restrictions shall be an offence.

## **19. Conservation Areas**

- 19.1 Residents shall be obliged to comply with the requirements imposed by the relevant authorities from time to time pursuant to any Environmental Management Plan as may be applicable to the Estate.
- 19.2 Save in respect of areas within the conservancy approved of by the Association and specifically designated, therefor the following are not permitted within the conservancy:
- 19.2.1 Fires or braais
  - 19.2.2 Resident's animals
  - 19.2.3 Vehicles, including but not limited to cars, trail bikes, quadbikes, motorcycles, and the like
  - 19.2.4 Firearms, slings, pellet guns and the like
  - 19.2.5 The removal of any indigenous plants. However, the Association does encourage the removal of small exotic plants and listed invasive alien weeds provided these are up rooted
  - 19.2.6 The feeding of any wildlife
  - 19.2.7 Interference with any wildlife.
- 19.3 All Residents whose properties border on the conservancy shall conform to the following regulations: -
- 19.3.1 Any plants either exotic or indigenous must be contained within the Property and must not encroach into the conservation area.
  - 19.3.2 If the Resident has any animals the Property must be fenced or constructed in such a way as to prevent the animals gaining access to the conservancy area.
  - 19.3.3 Cats are to be restrained from entering the conservancy area and are required to wear an audible bell.
  - 19.3.4 Residents are prohibited from feeding wildlife under any circumstances, especially the throwing up of meat for raptors and fruit etc for monkeys or dassies.

## **20. Disclaimer**

The Association and/or its Agents 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 within the



Estate. No person shall, under any circumstances, have any claim or right of action whatsoever against the Association and/or its agents for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them to the Association for any reason whatsoever.

- 20.1 The Association and/or its Agents shall not be liable to any Member or his family members, tenants, employees, agents, invitees, contractors or any member of the public, dealing with the Member or his family members, tenants, employees, agents, invitees or contractors for any injury or loss or damage of any description which the Member or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Estate, regardless of the cause thereof.
- 20.2 Members hereby indemnify the Association and its employees, servants and agents, and lawful invitees and hold them harmless against all claims by any person arising from any injury or loss or damage as contemplated aforesaid.

## **21. Garden Maintenance**

- 21.1 Plant lists are available from the Estate Manager identifying what may or may not be planted with the emphasis on indigenous plants, trees and shrubs.
- 21.2 Where in the sole opinion of the Association the condition of a garden does not meet the general standards of the Estate, the Board shall give written notice to the Member to carry out the necessary improvements within a specified time.
- 21.3 Should the Member fail to carry out such work as requested, the Association shall be entitled to carry out that work and recover the reasonable cost thereof from the Member which amount shall be recoverable together with the levy due by the Member.
- 21.4 Grass is to be cut regularly and is not to become overgrown.
- 21.5 Planting on Common Property is not permitted save as is authorised by the Association.
- 21.6 Only grass may be planted next to the road kerb to a distance of 1,5 meters from the kerb. An alternative to this is a pathway of Duzi gravel edged with kerbing to the same distance. Any exceptions to this rule shall be approved by the Estate Manager by way of submission of a detailed landscaping plan approved by the Estate Manager in writing. Such submission for planting within the 1,5 meter verge may not include plants in excess of 1,2 meters in height. No obstruction which could constitute a danger to road users or pedestrians may be placed or planted next to the road kerb to a distance of 1.5 meters from the kerb.
- 21.7 Cognizance should be taken of the eventual height and width of fully grown trees and plants when planting on boundaries, driveways and/or roads. If trees and/or plants cause a nuisance, or obstruct the view of drivers, they must be trimmed to a size such that they do not constitute a nuisance or obstruction or must be removed.

- 21.8 Borders onto pathways or roads are to be kept neat and trimmed so as to avoid encroachment onto pathways or roads.
- 21.9 No soil must be allowed to wash onto pathways or roads. All banks onto pathways or roads must either be retained by a local stone dry stack wall, a wall approved by the Architectural Design Committee, or by shaping the bank with an angle that is not steeper than 45 degrees and covering the bank in appropriate ground cover, plants or grass.
- 21.10 All hedges and boundary privacy planting must be trimmed and squared (boxed) and must be kept to a maximum height of 1.2 meters on the verges and a maximum height of 2.1 meters between Properties. The Association has the discretion to grant an indulgence to a Resident who submits a written application for such indulgence, appropriately motivated, with respect to privacy concerns.
- 21.11 Should the Owner fail to comply with the maintenance requirements and fail to remedy any breach as provided for in clause 12 hereof the Association shall be entitled to carry out that work and recover the reasonable cost thereof from the Owner which amount shall be deemed to be part of the levy due by the Owner.

END

I (owner / tenant) _____	
_____	
of ERF / UNIT _____	
do hereby acknowledge the conduct rules as read and understood.	
Date: _____	Time: _____
Signed: _____	_____