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ESTATE RULES

(Revised 26 November 2021)*

The main objective is to establish the ultimate in hassle free country living and to provide a pleasant living environment for all the residents in the Estate.

The intention of these rules is that of protecting the themed lifestyle.

These Rules may be amended, supplemented or repealed from time to time by the Board and/or the Members in General Meeting.

1. Use of the Streets

- 1.1 Speed limit is as per the decision of the Company and as indicated by the relevant signage (40 km/h).
- 1.2 All road traffic rules for the National Traffic Act and Mpumalanga Province will prevail and must be obeyed.
- 1.3
 - (a) Parents are responsible for ensuring that their children do not play in the streets and must have full knowledge of the fact that should they allow their children to do so, it will be done at their own risk.
 - (b) The dual road between the Security Entrance and the circle at Letaba Terrace is strictly out of bounds for children on bicycles and at play.
 - (c) Children may not interfere with guards or distract them from carrying out their duties.
- 1.4 Residents are requested to always be on the lookout for pedestrians crossing the roads in the Estate.
- 1.5 Parking and driving on sidewalks is not allowed in the Estate.
- 1.6 Visitors will park in the spaces provided in front of the individual homes.
- 1.7 Engine powered vehicles are not allowed to drive anywhere except in the streets.
- 1.8 Golf carts are not permitted to drive on the estate roads as this contravenes the National Traffic Act.
- 1.9 Off road motorbikes and four wheelers (quad bikes) are however not permitted anywhere in the Estate, neither the streets nor the reserves. Only the Security Manager of the Estate may however use such a vehicle for official duties, should the need arise.
- 1.10 Owners or occupiers of property shall observe and shall ensure that their visitors and guests: -
 - * Observe any road signs on the common property;
 - * Do not drive the vehicles within the common property in any manner which creates a nuisance or is considered by the Company not to be in the interest of safety, and;
 - * Do not allow unlicensed persons to drive any vehicle within the common property;
- 1.11 Hooters shall not be sounded within the common property other than for emergencies.

- 1.12 Damaged vehicles and vehicles that are not in general use, drip oil or brake fluid in the common property, or that are not roadworthy may not be parked on a common property other than such short periods as may be approved by the Company, and with their prior written consent.
- 1.13 All residents must ensure that their visitors, contractors, domestics, etc. adhere to the rules as set out in this document.

***** Penalty fees applicable**

2. Good Neighbourliness

- 2.1 The volume of music or electric instruments, partying and the activities of domestic help should be kept at a level not disturbing to the owners of adjoining properties. No loud music or noise after 22h00 weekdays and weekends. No unnecessary noise disturbances are allowed at any time. *
- 2.2 The mechanical maintenance and use of power tools, lawnmowers and the like should only be used at responsible hours and as not to cause nuisance to the neighbors i.e., Monday to Fridays 08h00 – 16h00 and Saturday 08h00 – 13h00.
- 2.3 No disturbing noise like the use of generators and if so, it must be in accordance with the Provincial Noise Control Regulation Act (NOISE CONTROL REGULATIONS Environment Conservation Act, 1989 (*Act 73 of 1989*) PN 24 of 1998 (PG 35 of 24 April 1998)
- 2.4 Washing and any other unsightly items may only be hung on lines in the courtyards and not over outside walls or gates, balustrades, verandas and patios. Washing lines should not be visible from the street front.
- 2.5 All washing hung out to dry is at the sole risk of the owner thereof.
- 2.6 All municipal by-laws will also be applicable to each owner/resident in the Estate and all provisions thereof are to be adhered to.
- 2.7 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property.
- 2.8 No trucks, caravans, boats, trailers etc. must be visible from the street front. Must be inside the garage or screened off from street view.
- 2.9 No person may wash, dismantle or effect major repairs to any vehicles on any portion of the common property.
- 2.10 Garage doors must be kept closed at all times except when access to or egress from the garage is required.

- 2.11 The committee may cause to be removed or to tow away, at the risk and expense of the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules.
- 2.12 Parking of vehicles upon the common property is subjected to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Company or its Agents or any of their employees for any loss or damage of whatever nature the owner or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the property.
- 2.13 No commune / student houses allowed in the estate.
- 2.14 No fireworks or crackers allowed without proof of the necessary permits.
- 2.15 The presentation or use of pellet guns, or any form of firearm, hunting bows, catapults and other such weapons, is strictly forbidden within the estate. Any instruments designed, intended or have the capacity to kill/injure/maim/harm persons and/or animals are included.

***** Penalty fees applicable**

3. Refuse Disposal

- 3.1 An owner or occupier of a property shall maintain in a hygienic and dry condition, a receptacle for refuse within his property.
- 3.2 Refuse collections will only be done every Tuesday after 10h00. Please ensure your bags are placed in front of your house / unit before 10h00.
- 3.3 Household refuse bags only (black or green) no shopping bags to dispose of household refuse.
- 3.4 All garden refuse must be placed in green bags. No branches can be collected by the Estate.
- 3.5 No boxes, broken furniture, toys, etc. will be collected.

4. Pets

- 4.1 Only 2 dogs per household are allowed.
- 4.2 Dogs must be walked on a leash in public areas.
- 4.3 Pets are not allowed to roam the streets.
- 4.4 Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it.

- 4.5 Every pet must wear a collar with a tag indicating the name, telephone number, and address of its owner.
- 4.6 The Company reserves the right to have a pet removed should it become a nuisance within the estate. The Company has an unfettered discretion in this regard, but will not exercise the said right without having first directed a written notice to the owner furnishing details of the complaint and the complainant and affording the owner a reasonable opportunity to eliminate the cause of the complaint.
- 4.7 The **local authority bylaws** relating to pets and livestock are applicable and will be strictly enforced e.g., slaughtering of animals on a stand/unit.
- 4.8 Dogs and Cats: From 1 March 2013 all the pets must be registered at the Estate Office. Registration is free for the first two pets; thereafter a R250.00 permit fee per annum for each pet above two will be levied. All pets must wear an ID tag and a photo of each pet (submitted by owner) must be kept on the home owner's personal file at the Estate Office.
- 4.9 All pets (especially untagged ones) found roaming around the Estate will be confiscated either by the Estate Management or by the SPCA and a collection fee will be payable to SPCA on collection by the home owner.
- 4.10 Cats: Only one spayed cat may be allowed, provided that such cat always wears a collar with a bell that works.
- 4.11 Any stray cats without identification will be permanently removed from the Estate.
- 4.12 No dog kennels may be visible from street front. Dogs must be housed behind a gate as per the Architectural Design Manual.
- 4.13 Birds: Caged birds will be allowed subject to no more than two birds – per cage, to a maximum of two portable cages. Aviaries are not permitted.
- 4.14 Owners should ensure that caged bird noise should be contained within reasonable levels so as not to create a nuisance to fellow residents.
- 4.15 No wild animals, reptiles, cattle (livestock), poultry or the like may be kept on stands.
- 4.16 No Breeding of any animals is allowed.

***** Repeated infringements will result in the owner receiving a warning per letter or email, after two warnings have been issued and no action taken by the owner, a penalty fee will be imposed. This penalty fee must be paid within 7 days at the Estate Office.**

5. Streetscaping / Gardening

- 5.1 Every owner has a responsibility to the Estate community as a whole to maintain the area between the road curb and the boundary of the stand, including trees that might be planted at a later stage, if so, decided by the Company.
- 5.2 Building material may not be dumped on the sidewalks under any circumstances.
- 5.3 No trees, plants or sidewalk lawn (from kerbs to site boundary) may be removed without the permission of the Company. No person may cut down, fell, mark, injure, remove or destroy a tree or any other plant or part thereof, whether living or dead, on the **Common Property**.
- 5.4 Planting should not obscure the vision of the motorists.
- 5.5 Gardens abutting onto private open spaces must be kept neat and tidy at all times failing which the Company shall have the right to maintain the garden at the cost of the owner.
- 5.6 Only indigenous trees may be planted. Every owner shall ensure that all exotic plants are removed and destroyed especially plants such as lantana, guava, syringe, bugweed, jacaranda, senna and yellow bells.
- 5.7 Garden tools and other equipment shall not be kept in any place where they will be visible from other properties or any portion of the common property.

Preferred (but not limited) selection of indigenous trees suitable for planting In residential gardens

Botanic name	Common name (English)	Deciduous Evergreen	PlantzAfrica Link
Acacia sieberiana	Paperbark Thorn	D	http://www.plantzafrica.com/plantab/acasiaieber.htm
Syzigium cordatum	Water Berry	E	http://www.plantzafrica.com/plantqrs/syzyg cord.htm
Erythrina spp.	Sacred Coral Tree	D	http://www.plantzafrica.com/plantefg/eryt hrinlysis.htm
Acacia xanthploe	Fever Tree	D	http://www.plantzafrica.com/plantab/acaciaxanth.htm
Rauvolfia caffra	Quinine tree	D	http://www.plantzafrica.com/plantqrs/rauv olfiacaffra.htm
Bridelia micrantha	Mitseeri	D	http://www.plantzafrica.com/plantab/bridelia micrantha.htm
Combretum erythrophyllum	River Bush Willow	D	http://www.plantzafrica.com/plantcd/combretum eryth.htm
Combretum kraussii	Forest Bush Willow	D	http://www.plantzafrica.com/plantcd/combretum kraus.htm
Cussonia spicata	Cabbage Tree	E	http://www.plantzafrica.com/plantcd/cussonia spic.htm

Dombeya rotundifolia	Wild Pear	D	http://www.plantzafrica.com/plantcd/dombeyrotund.htm
Heteropyxis natalensis	Lavender Tree	D	http://www.plantzafrica.com/planthij/heteropnatal.htm
Pterocarpus angolensis	Kiaat	D	http://www.plantzafrica.com/plantnop/pterocarpangol.htm
Sclerocarya birrea	Marula	D	http://www.plantzafrica.com/plantqrs/sclerobirr.htm
Sterculia murex	Lowveld Chestnut	D	http://www.plantzafrica.com/plantqrs/sterculmurex.htm
Eckebergia capensis	Cape Ash	E	http://www.plantzafrica.com/plantefg/eckebergcap.htm
Aloe bainesii	Tree Aloe	E	http://www.plantzafrica.com/plantab/aloebarber.htm
Olea europaea	Wild Olive	E	http://www.plantzafrica.com/plantnop/oleaeurop.htm
Bolusanthus speciosus	Tree Wisteria	D	http://www.plantzafrica.com/plantab/bolusanthspec.htm
Buddleia saligna	False olive	E	http://www.plantzafrica.com/plantab/buddleialig.htm
Trichelia emetic	Natal Mahogany	E	http://www.plantzafrica.com/planttuv/trichiliaemetica.htm
Kiggelaria Africana	Sausage Tree	D	http://www.plantzafrica.com/plantklm/kiggelarafric.htm

Useful Links for Indigenous South African Plant information, lists and ideas.

<http://www.egardens.co.za/landscaping-inspiration/theme/landscaping-an-indigenous-garden/the-magical-indigenous-garden>

<http://plantinfo.co.za/>

<http://www.theindigenousgardener.co.za/>

<http://www.lifeisagarden.co.za/category/eco-gardening/>

<http://www.plantzafrica.com/frames/plantsfram.htm>

6. Environmental Management and Open Areas

- 6.1 Rubble and refuse may not be dumped or discarded anywhere in the perimeter of the Estate.
- 6.2 Picnicking and fishing are only allowed in the designated areas and these areas are to be kept clean at all times. These areas might change from time to time at the discretion of the Developer and the Company.
- 6.3 A particular appeal is made to residents to leave open spaces they visit in a cleaner condition than which it was found in. Residents are requested to develop the habit of picking up and disposing any litter found in the open spaces, especially where hiking trails is located.

- 6.4 No person may cause damage to any object of botanical, zoological, Geological, Archaeological, historical, educational or of any other scientific interest nor remove seeds or flowers or any part of any plant.
- 6.5 Fauna of any nature may not be chased or trapped in any area, be it by people or dogs. No person may hunt, maim, kill, disturb, tease or capture any wild animal (the term "animal" refers to any form of vertebrate or invertebrate life) or feed any wild animal or leave food for such a purpose or keep any wild animal or remove any wild animal, whether dead or alive. No person may remove from its natural site, damage or destroy the nest of a bird, reptile, amphibian or invertebrate, or the eggs thereof.
- 6.6 Residents must ensure that noxious flora is not planted or growing in their gardens.
- 6.7 Vacant stands must be kept clean on a regular basis to the satisfaction of the Company, and if not maintained, the Company reserves the right to clean the stand at the owners' expense. Owners are further referred to the municipal bylaws relating hereto.
- 6.8 The use of the open space areas by the residents will be entirely at their own risk.
- 6.9 It is advised that all owners staying on perimeter fence is responsible to monitor fence. All irregularities or damages must be reported to the Estate Manager or Security Manager immediately.
- 6.10 No human remains may be buried on the estate property as described in the National Health Act of 2003 (Act No. 61 of 2003).
- 6.11 Stands adjoining common areas may make use of dark picket fencing, which may not be visible from street front and may only be used where facing wetlands or streams Height restriction is 1.8m and treated with Creosote.

7. Architectural Standards/ Guidelines

- 7.1 All building plans, including future alterations and materials, should be in accordance with the Architectural Design Manual applicable to the Estate and all owners and will comply with the following:
 - i) A R10 000-00 (Fifteen Thousand Rand) sidewalk deposit, otherwise known as building deposit, shall be paid into the levy account before any construction will commence.
 - ii) No improvements of any nature may be affected to a stand in the Estate without the prior written approval of the Aesthetics Committee and any building plans in respect of any improvements to be erected on the property, shall be in accordance with the Architectural Design

Manual and be subject to the prior written approval of the Aesthetics Committee.

iii) 30 (Thirty) days prior to the lodgment of building plans at the Local Authority the owner shall also submit such building plans to the Aesthetics Committee for approval of the building plans and the design of the structure in accordance with the Architectural Design Manual (refer to the Agreement of Sale (12.3)).

- 7.2 An owner will not commence with construction of any improvements to his property without the prior written approval of the Aesthetics Committee.
- 7.3 All owners must acquaint themselves with the contents of the Architectural Design Manual and promote and sustain the principles of such guidelines.
- 7.4 TV aerials will have to be "in-roof systems". Satellite dishes may not be installed in such a way as to be unsightly and degenerative to the prestige atmosphere of the Estate. The position, size and settings of the aerials and / or satellite dishes, must take into account the effect on the view from the neighboring street front properties. The Company may require that satellite dishes be hidden from view to its satisfaction.
- 7.5 A maximum of 2 (two) satellite dishes per house is allowed.
- 7.6 Air-condition units must not be visible from street front. It must either be placed ground level, or hidden on the roof by means of screen partitioning (wood), or painted same colour as the roof / walls or concealed behind a pot plant or shrubbery.
- 7.7 Permission must be obtained from the Board to install any form of power saving or power generating device such as solar panels, solar geysers, generators, etc. The Board may impose such reasonable conditions as they in their sole discretion may determine concerning the design and location of any such additions and shall at all times ensure that the aesthetical appearance of the Estate in general is not negatively affected.

***** Penalty fees applicable**

8. Security

- 8.1 Security measures for the Estate will include:
 - * Guarded security gate on the Estate,
 - * Electric fencing on the perimeter of the Estate.
- 8.2 All residents, visitors and contractors are required to adhere to the access control procedure as set out herein below.
- 8.3 All attempts at burglary or instances of fence jumping must be reported to a member of the security staff, Security Manager or the Estate Manager.

- 8.4 No public display, or unlawful use, of firearms shall be allowed inside the Estate at any given time.
- 8.5 Alarm systems may only be installed by an "accredited" vendor as approved by the Company as to ensure alarm system standards within the Estate.
- 8.6 An Estate Emergency plan will be available for each resident either on the website or at the office.
- 8.7 Random vehicle searches will be conducted from time to time.

9. Access Control

Access control systems will be upgraded from time to time. The operating procedures and allied regulations will be made known. All persons are required to comply with regulations once in place.

9.1 Residents

- 9.1.1 Residents' information will be loaded and activated onto the Intercom System where access will be allowed through a finger print. The finger registration work in conjunction with a vehicle tag (Payable at the office of the Security Manager). Registrations are done at the office of the Security Manager.
- 9.1.2 Only residents staying on premises on a permanent basis will be activated onto the system. Any other person will be treated as a visitor. Permanent residents are required to make use of the Residents Lane and may be penalized for using the Visitors Lane.
- 9.1.3 Residents are requested to treat all security officers in a cordial, co-operative and patient manner.

9.2 Visitors to residents

- 9.2.1 Visitors will have to wait at the gate until permission for access is granted by a resident.
- 9.2.2 All visitors must enter through the visitor's lane.
- 9.2.3 Residents are not allowed to open the gates for their visitors with their finger prints.

****** Penalty fee applicable for non-compliance by residents. No warnings will be issued with this offence, as it is a security breach.***

9.3 Other visitors

- 9.3.1 Prospective buyers – Prospective buyers will be issued a permit that must be signed / stamped by the respective sales representatives. No stamp – no exit the Estate.
- 9.3.2 Tenants / Owners should meet visitors/or workers been delivered by minibus/taxis at the gate. Exceptions will be made for school children that might be picked up and or dropped off by arrangement with Management only.
- 9.3.3 Customers (if applicable) – A customer of a resident will be treated as a day visitor via the visitor's lane.
- 9.3.4 All pedestrian visitors must be collected and dropped off at the gate by the respective residents and are to exit via the turnstile in the presence of a gate guard.

9.4 Domestic workers / Gardeners

- 9.4.1 The resident must complete the required application/ registration forms with the Estate Manager with all required documentation in respect of all domestic worker and gardeners and obtain a security/identification card from the Estate manager at the prescribed fee.
- 9.4.2 Should the owner give items like food, cleaning materials, clothes etc. to their domestic worker or garden help, a gate pass must be provided to Security at the main gate i.e., a letter from owner that they gave the items to the worker.
- 9.4.3 All Domestic workers and Gardeners must have a valid SA ID. No foreign workers allowed in the estate, unless a valid work permit can be provided. No copies of ID's accepted, must be original green SA ID book.

10. Tenants, Visitors, Contractors and Employees

- 10.1 Should any owner let his property, he shall in advance of occupation by the lessee in writing advise the Company of the name of the lessee and the period of such lease. The owner will inform and give a copy to the lessee of all Estate Rules and other rules and bind the lessee to adhere to such rules in the lease agreement. A lessee shall sign an acceptance form of these rules and all lease agreements shall contain the following clause:

"The lessee acknowledges upon occupation of the premises, that his family, visitors, contractors and domestic workers/ gardeners shall adhere to the rules and regulations as contained in the Estate Rules and any other rules applicable to owners in the Estate. "

- 10.2 The occupiers of a dwelling within the Estate are liable for the conduct of their visitors, contractors and employees, and must assure that such parties adhere to the Estate Rules.
- 10.3 Visitors for domestic help, gardeners or contractors will only be allowed in the area adjacent to the main gate and under no circumstances whatsoever will these visitors be allowed to enter upon the Estate.

11. Re-selling of the property

- 11.1 In the event of the resale of a stand the owner or his agent must ensure that the purchaser is informed about and receives a copy of the Estate Rules, Architectural Design Manual and any other administrative regulation applicable at the time. The owner /sales representative must specifically advise the purchaser of any liability or pending liability to pay penalty levies to the Company due to non- compliance with the time limits for completion of improvements on his property.
- 11.2 A clearance certificate must be obtained from the Company prior to any transfer to serve as proof that levies to the Company are paid in full. This clearance is to be obtained over and above the rates and taxes clearance from the Local Authority.
- 11.3 In terms of The National Environmental Management: Biodiversity Act, the onus is on the seller to ensure that the property is free of Invasive Alien Plants. A clearance certificate may be obtained from the Company once it has been deemed that the property is devoid of IAPs.

12. Administration and Levies

- 12.1 The **Directors** may from time to time determine the **Levies** payable by the **Members**, excluding the **Special Members**, for the purpose of meeting all the expenses which the **Company** has incurred, or to which the **Directors** reasonably anticipate the **Company** will be put in the attainment of its objects or the pursuit of its business.
- 12.2 In determining **Levies**, the following principles shall apply:
- 12.2.1 All **Members** shall pay equal **Levies** in respect of **Units/Erven** of similar usage;
- 12.2.2 The **Directors** shall be entitled, within their sole discretion, to differentiate in the determination of the **Levies** between **Erven/Units** utilized for different purposes such as, but not limited to, full title, erven or erven on which Sectional Title Schemes have been established or will be established in future;

- 12.2.3 Contributions levied against Unit owners who are members of the Elawini Village Body Corporate and/or of a Sectional Title Development on **Erf 779**, shall not exceed 50% (fifty percent) of the contributions to be levied against **Owners of Erven**;
- 12.2.4 In respect of any future Sectional Title Development to be established on **Erven 656, 627 and/or 451**, the **Directors** shall be entitled to levy contributions upon Unit owners to a maximum of 70% (seventy) percent of the contributions levied upon **Owners of Erven** within the **Estate**.
- 12.3 The **Developer** during the Development Period shall not be liable to effect payment of **Levies** and/or special **Levies**.
- 12.4 The **Special Member/s** shall not be liable for payment of **Levies** or special **Levies**; provided on a sub-division of **Erf 779**, the owners of any sub-divided portion other than the **Special Member/s**, shall have all the rights and obligation of an ordinary **Member** of the **Company**.
- 12.5 The **Directors** shall not less than 30 (thirty) days prior to the end of each financial year or so soon thereafter as is reasonably possible, publish a notice indicating an estimate ("**estimate**"), in reasonable detail, of the amount which shall be required by the **Company** to meet the expenses during the following f i n a n c i a l year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The **Directors** may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual or recurring nature.
- 12.6 Each notice to each **Member** shall specify the contribution (levy) in accordance with the **estimate**, payable by that **Member** to such expenses and reserve fund.
- 12.7
- 12.7.1 The annual levy for the ensuing financial year or any special levy to be implemented shall become due and payable on the passing of a **Board** Resolution to that effect, or the publication thereof as envisaged in Article 1.3(4). The annual levy shall be payable in equal monthly instalments due in advance on the 1st day of each and every month of each financial year, provided that **Members** in General Meeting may give directions to the **Directors** to deviate from this arrangement.
- 12.7.2 Any special levy shall be payable in a form that the **Directors** may direct, subject to the approval of **Members** in General Meeting by a mere majority and/or in terms of such directions as the **Members** may impose at any General Meeting.
- 12.8 In the event of the **Directors** for any reason whatsoever failing to prepare and timeously serve the notice referred to in Rule 12.5 above, every **Member** shall until served with such notice, continue to pay the levy previously imposed and shall after service of such notice pay the levy specified therein. A

Member shall pay any deficit (comprising the difference between the levies payable during the previous financial year and the new levy imposed, if any) within 30 (thirty) days of receipt of the notice specifying the new contribution payable by the **Member**.

- 12.9 Upon the change of ownership of a **Unit/Erf**, the successor in title becomes liable for the pro-rata payment of **Levies** from the date of change of such ownership.
- 12.10 The **Directors** may from time to time impose special **Levies** upon the **Members** in respect of all expenses as are mentioned in Rule 12.1 which are not included in any estimate made in terms of Rule 12.5.
- 12.11 All **Levies** and any special **Levies** referred to in Rule 12.1 and 12.10, becomes due on the passing of a Directors' Resolution to that effect and may be recovered by the **Company** by action in any competent Court, having jurisdiction from the **Member(s)** who were owner(s) of the **Unit(s)** at the time when such Resolution was passed.
- 12.12 The **Directors** or the **Members** in General Meeting shall be empowered, in addition to such other rights as the **Company** may have in law against its **Members**, to determine the rate of interest from time to time chargeable upon arrear **Levies**. The interest rate shall not exceed any limitation as may be prescribed from time to time in terms of the National Credit Act, No. 34 of 2005, in which event the interest rate shall be limited to the maximum interest rate allowed. Interest shall be calculated monthly in arrears and compounded.
- 12.13 The obligation of a **Member** to pay a levy and interest shall cease upon his ceasing to be a **Member** without prejudice to the **Company's** right to recover arrear **Levies** and interest and penalties, fines and other amounts due to the **Company**. No **Levies** (excluding **Levies** paid in advance), interest, penalties, fines or other amounts paid by a **Member** shall under any circumstances be repayable by the **Company** upon his ceasing to be a **Member**. A **Member's** successor in title to a **Unit/Erf** shall be liable for payment of **Levies** and/or special levies that are still payable in respect of the **Unit**, from as from the date upon which he becomes the registered owner of the **Unit/Erf** as reflected in the Deeds Registry.
- 12.14 No **Unit(s)** registered in a **Member's** name shall be capable of being transferred without a Clearance Certificate as referred to in Article 1.5(5)(5.6) first being obtained from the **Company**, confirming that all **Levies** (including payment of 3 (three) months' levies in advance or as may be determined by the **Directors** from time to time), penalties, fines or other amounts due and interest have been paid up to and including date of registration of transfer thereof.
- 12.15 A **Member** shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the **Company** in obtaining the recovery of arrear **Levies**, penalties, fines, interest or any other arrear amounts due and owing by such

owner to the **Company** or in enforcing compliance with the **Act**, the provisions of this **MOI**, or the Rules.

- 12.16 The **Directors** may from time to time determine a charge to be levied against **Members** in arrears, as an administration charge payable to the **Company** or to the **Managing Agent**.
- 12.17 Interest imposed by the **Directors** shall be subject to review by the **Members** in General Meeting and shall not exceed any limitations set by legislation.
- 12.18 All payments made by a **Member** and received by the **Company**, shall be allocated firstly towards interest, legal costs and thereafter towards capital. The **Board** reserves the right to allocate payments as they deem fit in the absence of an express allocation by the **Member**. In the absence of an express allocation by the **Board** or the **Member**, all payments will be allocated to the debt newest in time.
- 12.19 **Members** shall further have the rights and obligations as specified in the Rules incorporated in this **MOI** and as may be amended from time to time.
- 12.20 Should a **Member** fail to effect payment of **Levies** (annual and/or special) levied in terms of the **MOI** on due date, the full outstanding balance remaining unpaid for the financial year shall become due and payable without notice and/or demand but the **Board** may at their sole election and discretion agree to a re-payment arrangement with the **Member** concerned and subject to such conditions as the **Board** may impose. The **Board**, in managing the financial obligations and cash flow requirements of the **Company**, may at their sole election and discretion agree to reduce, vary or discount the full outstanding balance remaining unpaid by a **Member**, subject to such conditions as the **Board** may impose and subject further to the ratification by the **Members**, with or without amendment, at the next General Meeting of the **Company** following such determination.
- 12.21 All levies shall be due and payable in advance on the 1st (first) day of each month.
- 12.22 Notwithstanding any contrary provision contained in this **MOI**, all notices in respect of **Levies** and/or statements issued to Unit owners of a Body Corporate, shall be issued, sent or delivered to the Domicilium address of the Body Corporate or its duly authorized Managing Agent and the Body Corporate on behalf of its Members shall notify the **Members** of any notices or statements and shall collect on behalf of the **Company**, **Levies**, special levies, penalties and other amounts due by the Unit owners in terms of this **MOI**.
- 12.23 A further penalty to be determined from time to time will be imposed on any accounts unpaid after 60 days.
- 12.24 The Company may amend or add to the Estate Rules from time to time, as may be deemed necessary to ensure the happy and orderly co-existence of residents.

- 12.25 The Company has the right to fine/penalise transgressors where any of the rules stipulated by the Estate Rules have been broken. Such fines / penalty fees will form part of the levy and be due and payable on due date of the payment of the levy.
- 12.26 The Company and Developers will have the right to restrict all services and access to the individual properties if any amount due or payable remains unpaid after proper demand.
- 12.27 The Company shall be entitled to impose penalty levies payable by members who have failed to commence and complete the construction of the building structures on the stand/s registered in the names of such members within the time limit as contractually agreed to between the Developer and the initial purchaser of such stand/s.
- 12.28 The owner shall not be entitled to attend or vote at any meeting of members of the Company nor be a director of the Company while any amount due to the Company is in arrears.

13. Contractors Contract / Contractors Security Rules

- 13.1 Construction of any structure/dwelling will only be done by a Contractor fully accredited and approved by the Home Owners Association Board of Directors.
- 13.2 Owners must apply for accreditation on behalf of the Contractor. (See Architectural Design Manual paragraph 5.1) Construction of any structure/dwelling will only be done by a Contractor fully accredited and approved by the Home Owners Association Board of Directors.
- 13.3 The Contractors Contract / Contractor Security Rules issued by the Developer and/or the Company and as amended from time to time, form part of these Estate Rules
- 13.4 The owner of a stand shall ensure that prior to commencement of building works, the contents of such rules are incorporated into the building contract with his contractor in order to ensure compliance therewith by the contractor and his sub contractors.
- 13.5 All building workers must have a valid SA ID. No foreign workers will be allowed in the estate, unless a valid work permit can be provided. No copies of ID's accepted must be original green SA ID book.

14. Quad Bikes, Go Karts and Off-Road Motorcycles

- 14.1 Quad bikes, Go Karts and off-road motorcycles are banned from the Estate unless the Company or its managing agent grants special prior permission to utilize one within the parameters of the Estate. Such consent shall be subject to such terms and conditions that the Company may prescribe within their discretion.
- 14.2 The owners acknowledge that this rule 16 has been promulgated to protect the quality of the lifestyle in the Estate, and that compliance therewith will be strictly enforced, if necessary, by the Company taking legal action against the transgressor, and the transgressor will be liable for all such legal costs to be incurred. All owners will be liable in this regard for transgressions by their children, family members, and visitors.

15. Penalty Clause

- 15.1 For the enforcement of any Rules made by the **Directors** or the **Company**, the **Directors** shall be entitled to:
- 15.1.1 take such action, including proceedings in Court, as they may deem fit;
- 15.1.2 implement a system of fines and penalties from time to time in order to deter any contravention of these Rules and to ensure the due enforcement of these Rules.
- 15.1.3 Any penalties imposed by the **Directors** are subject to adjustment and/or ratification by **Members** in General Meeting.
- 15.1.4 In the event of contravention of any of these **Rules**, the following procedure will be followed and implemented by the **Directors/Managing Agent**:
- (i) A letter of demand incorporating a penalty will be sent to the **Member**, specifying the nature of the breach and demanding him to remedy the breach where applicable, within a period of 10 (ten) days from date of demand;
 - (ii) Should the **Member** fail to adhere to the demand letter and to remedy the breach then, unless written objection is received by the owner concerning the alleged contravention, the prescribed penalty shall be implemented and levied against the **Member's** levy account and shall be enforceable, as if such penalty or fine constitutes a normal levy;
 - (iii) If the transgression is disputed and upon receipt of any written objection ("**the objection notice**") from the **Member**, a Committee of 3 (three) **Directors** appointed by the **Chairman** for this purpose, shall convene a meeting with the **Member** within a period of 10 (ten) days, or as soon as reasonably possible after receipt of

the **objection notice**, to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure, as the **Chairman** of the Committee shall direct; provided that the Rules of natural justice shall be observed and at which meeting the **Member** shall be entitled to address his objection and to call witnesses.

- (iv) The decision of the **Board** shall be final unless objected to **in writing** within 10 (ten) days from notification of its decision;
- (v) Should the **Member** refuse to accept the decision of the **Committee** on any matter, such dispute shall then be referred to arbitration in terms of Rule 16;
- (vi) Any fine imposed upon any **Member** will be deemed to be a debt due by the **Member** to the **Company** and shall be recoverable by ordinary civil process.

15.2 The member of the Company who contravenes any of the rules herein contained agrees to pay the following penalties:

Immediate Penalties (No Warnings):

Presentation or use of weaponry, including pellet

guns, catapults, hunting bows etc.	R 5 000
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Fireworks	R 1 000
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Building control violation	R 5 000
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(Any offence, as per the Contractors contract)

Deviation from Building plans (incl. Garage doors)	* R 5 000
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Monthly recurring or pro-rata thereof, until such time as a compliance is achieved.

Occupation without Estate Clearance Certificate. Monthly recurring until compliant and the HOA occupation certificate is issued.	* R 10 000
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Vandalism	R 10 000
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Tampering with Estate equipment	R 10 000
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Quad bikes, unlicensed vehicles or scramblers driving around in the Estate (contravention of Estate Rules)	R 5 000
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Security related issues i.e. opening the gates for your visitors with your finger	R 5 000
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Illegal dumping of refuse and/or building rubble	R 10 000
Dumping on open sites	R 10 000
Noise after 22H00 – 2 nd offence within 30 days	R 1 500

Warnings

Dogs running without leash

Dog excrement on sidewalks

Washing over fences, gates, walls, balustrades etc.

Alarms continuously going off 24hrs a day

Contractors: Leaving building sites untidy

Any aesthetic instruction given not adhered to

In summary, any contravention of Estate Rules, Contractors Contract or Architectural Design Manual.

Based on the above, the following compliance periods will be exercised:

First warning	5 Working days to rectify
Second Warning	3 Working days to rectify
Final Written warning	1 Working day to rectify
Penalty	

The Elawini Board reserves the right to make amendments as and when it deems necessary

Speed limit 40 km/h

All offenders will receive a final warning on their first transgression. Thereafter:

40 – 50 km/h	R 250.00
50 – 55 km/h	R 500.00
55 – 60 km/h	R 750.00
60 km/h +	R 1500.00

Repeat offenders (3+) transgressions of any speed will be sanctioned at the sole discretion of the Board of Directors. This may result in vehicle access being denied at

the gate for up to 3 months, or in the case of contractors and delivery vehicles, permanent access denial.

- 15.3 The above penalty clause does not preclude the Company from taking any alternative legal action provided for in Law or in the MOI.

16. Dispute Resolution

- 16.1 Any dispute between the **Company**, and a **Member** or between **Members** arising out of or in connection with or related to the provisions of this **MOI** (including any or all of its Annexures) and concerning any of the rights/obligations of the parties, including any dispute as to the validity of the **MOI**, save where an interdict or any form of urgent and/or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these dispute resolution provisions.

16.2 Arbitration:

- 16.2.1 Notwithstanding the provisions of this Rule 16.1 any dispute concerning the payment of **Levies** or special levies due to the **Company**; shall be excluded from arbitration.
- 16.2.2 If a dispute or complaint arises, the aggrieved party shall notify the other affected party or parties **in writing** and copies of such notification shall be served on the **Board** and, if appointed, the **Managing Agent** and should the dispute or complaint not be resolved within 14 (fourteen) days of such notice, either of the parties may demand that the dispute or complaint be referred to arbitration.
- 16.2.3 Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties shall appoint an arbitrator who shall be an independent and suitably experienced and qualified person as may be agreed upon between the parties to the dispute.
- 16.2.4 If the parties cannot agree as to the person of the arbitrator to be appointed in terms of Rule 16.2.3 within 5 (five) days after the arbitration has been demanded, the **Auditors** of the **Company** shall upon written application of any of the parties, appoint **in writing** an arbitrator within 7 (seven) days after they have been required to make the appointment.
- 16.2.5 The arbitration shall be held informally or otherwise as the arbitrator may determine in his own discretion. The arbitrator shall have the right to demand that the party demanding the

arbitration furnish the arbitrator with security for payment of the costs of the arbitration in such amount and form as the arbitrator may determine, failing which the arbitration shall not be proceeded with. If such failure to furnish security for payment persists for longer than 7 (seven) days after demand for security for payment was made, the other party shall be entitled to abandon arbitration proceedings.

- 16.2.6 The intention being that the arbitration shall be concluded within 45 (forty five) days after an arbitrator has been appointed or security for costs has been furnished.
- 16.2.7 The arbitrator shall make his/her award within 7 (seven) days from the date of the completion of the arbitration and shall, in making his/her award, have regard to the principles laid down in terms of the **MOI** and the **Rules** thereunder. The arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he/she may determine and as he/she in his/her discretion may deem appropriate, having regard for the outcome of the arbitration.
- 16.2.8 In making an award of costs, it shall be competent for the arbitrator to award costs against the **Company** on the basis that the **Member** in whose favor the award was made, shall be excluded from contributing to such costs through his general **Levy** and/or any special **Levy** contributions.
- 16.2.9 The decision of the arbitrator shall be final and binding and may be made an Order of the High Court upon application of any party to, or affected by, the arbitration.
- 16.2.10 The provisions of the Arbitration Act, No. 42 of 1965 shall be applicable.
- 16.2.1 Notwithstanding that the Arbitration Act, No. 42 of 1965 makes no provision for joinder of parties to an arbitration without their consent thereto, should a dispute arise between the **Company** and a **Member** or more than one **Members** or between a number of **Members** arising out of the same or substantially the same cause of action, or where substantially the same order would be sought against all the parties against whom the dispute has been declared, such parties shall be joined in the arbitration by notice thereof to such other parties as soon as possible after commencement of the arbitration proceedings, but in any event, not later than 10 (ten) days prior to the arbitration hearing.

17. Indemnity

The residents' use of private open spaces and communal areas is entirely at their own risk at all times. Every member of the Company hereby waives any right he may obtain against the Company to claim any damages incurred by virtue of damage to or loss of property or the personal injury of the member occasioned while anywhere in the Township. Every member indemnifies the Company against any such claim made by the member's spouse, child, parent, servant, guest or invitee. It is recorded that the perimeter security & access control system serve a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate. Accordingly, neither the developer, the Company, the managing agents, the security contractor, nor any of their agents or employees shall be held liable for any loss of life, injury, damage or loss of property suffered by any person.

18. Business Activities

- 18.1 No business, profession or trade may be conducted on the **Common Property** or from a **Unit**, except those which are specifically allowed by the Local Authority and with the prior written approval of the **Directors** first having been obtained.
- 18.2 No industry / profession or business that inconveniences in any way other residents may be practised on the **Common Property** or from a **Unit**.
- 18.3 Business operations that result in customers or employees regularly visiting the property of Elawini are prohibited.
- 18.4 No auctions or jumble sales may be held on the **Common Property** or from a **Unit** without the prior written consent of the **Directors**.
- 18.5 No advertisements or promotional materials may be displayed or distributed on the **Common Property** without the prior written consent of the **Directors**.
- 18.6 Hobbies that cause a disturbance are not permitted.
- 18.7 When an **Owner** applies for permission to use any part of his **Unit** for a business, profession or trading, the **Directors** will consider the following:
 - 18.7.1 Will the business comply with sub-rules 18.2 and 18.3?
 - 18.7.2 Would it cause excessive noise?
 - 18.7.3 Will it have a negative impact on adjacent units?
 - 18.7.4 Will the business enhance the desirability for criminal elements?
 - 18.7.5 Would the business be dependent on advertisement and high visibility?
 - 18.7.6 Is the business beneficial to the general character of the Estate?

18.7.7 Would the business enhance the desirability of the Estate for prospective investors?

18.7.8 Will the business enhance the general value of the Estate, not have any affect on it, or be detrimental thereto?

18.7.9 Would the business require additional building construction on the relevant portion?

18.7.10 Have the surrounding neighbours of the relevant portion consented to the intended business activity?

18.7.11 Is there adequate parking as to prevent sidewalk parking?

18.8 All business activities must meet the criteria and requirements set by the **Directors** and the Local Municipal by-laws and regulations.

19. Use of Clubhouse, Swimming Pool, Gymnasium

19.1 The Clubhouse and Swimming pool area is used at own risk.

19.2 No Functions is allowed at the clubhouse e.g. birthday parties, kiddies parties, yearend functions, kitchen tea's etc.

19.3 No Alcohol is allowed in and around the swimming pool area, as well as the braai area.

19.4 No Vehicles allowed to park on the greens behind the clubhouse or in front of the Clubhouse

19.5 No pets of any kind are allowed at the swimming pool area, or inside the clubhouse. No Pets allowed inside the swimming pool.

19.6 Only appropriate swimming wear (bathing suits) is allowed. No swimming in clothes (t-shirts and shorts and dresses) or underwear is allowed.

19.7 Babies / children with nappies not allowed swimming in the pool. Please remove nappy and put on a bathing suit first.

19.8 No running through the clubhouse with wet feet or wet clothes. Please use your own towels.

19.9 Gymnasium rules available on the website, please obtain a copy for your records.

***** Penalty fees applicable**

20. Tennis Court

The tennis court is for the exclusive use of Elawini Luxury Residential Estate and Elawini Village residents and their guests. Residents using the court must have a Registered Access Tag in their possession demonstrating that they are residents of the Estate.

1. Tennis court is available for use free of charge between 06h00am and 10h00pm. No playing after these times.
2. Tennis court play requires that all players wear appropriate attire (i.e. shirts/tennis shoes). Shirts must be worn at all times.
3. Only tennis shoes may be worn on the court (no black marking soles).
4. Tennis court is for tennis only. Bicycles, rollerblades, skateboards, strollers, basketballs, chairs and pets or any other non-tennis balls or equipment are strictly prohibited. No sport playing of any kind other than tennis permitted.
5. No food, gum, snacks, glass containers, alcoholic beverages, tobacco products, or amplified sound permitted in the tennis court area.
6. Please use trash receptacles to keep court and surrounding area clean and pleasant from trash and other debris.
7. Sitting or leaning on the nets causing damage to the nets and net straps and is strictly prohibited.
8. Residents are liable for damages to the Estate facilities that directly involve them, their children and their guests.
9. Violations of these rules should be brought to the attention of the Estate Manager for review. Disciplinary action may include suspension of future playing rights, as determined by the Board of Directors.
10. Please limit play to 1 hour if others are waiting. Play may continue beyond the 1 hour limit as long as the court has not been reserved and if no one is waiting to play.
11. The Court cannot be held by one person alone or by the placing of equipment or racquet on a court. Booking / reservation system will be in place.
12. Court reservations have a 10 -minute grace period. If reserved court has not been taken, the reservation is considered cancelled and the court can be

used at will. Walk-up players may take any court that is not being used or reserved as long as they sign up on the tennis board located in front of the entrance gate.

13. It is recommended that children under 12 are supervised by a parent or adult.
14. Remember: Surface is slippery when wet!
15. The ethics of tennis and sportsmanship shall prevail at tennis facilities.
16. Report vandalism, court damages or light outages to the Estate Manager or the Security Manager.
17. No more than four players on the court are permitted.
18. The gate must not be kept open with a brick, bag or any item. Gates must be locked /closed at all times.
19. Rough play or abusive conduct is not permitted.
20. Players must conduct themselves in a manner consistent with tennis etiquette. Abusive language, physical force, or threats are prohibited and will not be tolerated.
21. Always come prepared. Bring not only towels but water to drink when it is hot.
22. No selling of products is permitted on site.

21. Clubhouse Times

Mondays - Fridays : 08h00 – 16h30

Weekends & Public Holidays: CLOSED

22. IN THE EVENT OF EMERGENCY:

Elawini Luxury Residential Estate

Security Manager

072 661 7183
security@elawini.co.za

Maintenance Manager

071 381 9221
sizwe@security.co.za

Estate Manager

076 014 9614
manager@elawini.co.za

Or your Armed Response Company

Hi Tech (013) 752 4470
ADT 086 12 12 560