

# **THE AVENUES RESIDENTIAL ESTATE**

**R U L E S**

**O F**

**AVENUES ESTATE RESIDENTIAL HOME OWNERS ASSOCIATION (AERHOA)**

**(RF) NPC**

**No: 2020/708420/08**

**(Version 2)**

## 1 **Introduction**

- 1.1 These Rules are the conduct rules envisaged in the AERHOA MOI and are initially an annexure to the AERHOA MOI.
- 1.2 The Rules aim to ensure the collective interests of Members are protected. Living on the Estate means being part of a community of people who share a secure and congenial lifestyle. These Rules protect this lifestyle through an acceptable code of conduct by which Members may live together, reasonably and harmoniously, without interfering with others' lawful use and enjoyment of the environment. Mutual respect and consideration by all Residents for each other promotes a contented lifestyle on the Estate. In the event of differences or annoyances, the parties involved should attempt as far as possible to settle their differences between themselves, exercising respect, tolerance and consideration. The Directors are given the authority to make reasonable rules for the management, control, administration, use and enjoyment of the Estate.
- 1.3 Any breach by a Member of the AERHOA MOI or these Rules may result in the Directors imposing a financial penalty against such defaulting Member as provided for in the AERHOA MOI.
- 1.4 The Rules should not however be seen as either unduly restrictive or punitive, but rather as a framework to safeguard and promote appropriate, sensible and fair interaction amongst Residents and AERHOA.
- 1.5 Members will also be responsible for any contravention of these Rules by any tenant, agent, employee, contractor, invitee or any other person authorised to be on the Estate by such Member. In view thereof, it is ideal that Members should ensure that it is a condition of any lease of such Member's Property in the Estate that the lessee shall be bound by the AERHOA MOI and the Rules and that any breach of the AERHOA MOI or Rules by the lessee shall be deemed to be a breach of the agreement of lease entitling the Member as lessor to such remedies as may be appropriate.
- 1.6 The Directors may amend these Rules, by way of resolution, provided that such amendments shall be communicated promptly to Members in writing.

## 2 **Definitions and Interpretations**

- 2.1 The words and phrases in the MOI shall have the same meaning in these Rules, unless the context indicates otherwise.
- 2.2 Should there be any conflict between the provisions of these Rules and the provisions of the AERHOA MOI, the AEMA MOI or AEMA Rules, then the provisions of the AEMA MOI, the AEMA Rules and the AERHOA MOI shall apply in that order.
- 2.2.1 "AEMA" means the Avenues Estate Management Association (RF) NPC;
- 2.2.2 "AEMA MOI" means the Memorandum of Incorporation of the AEMA.

- 2.2.3 “AEMA Rules” means the rules promulgated by the AEMA pursuant to the AEMA MOI.
- 2.2.4 “AERHOA MOI” means the Memorandum of Incorporation of the AERHOA.
- 2.2.5 “BPA” means the Builders Performance Agreement, being annexure “5” hereto;
- 2.2.6 “Development Manual” as referred to in the AERHOA MOI, is updated with the Design Guidelines, being annexure “1”; Landscape Guidelines, being annexure “2”; Security Procedures, being annexure “3”; and BPA. Being annexure 4;
- 2.2.7 “Property” means any immovable property in the Estate including land, sectional title units and rights therein;
- 2.2.8 “Resident” means any person resident on the Estate and includes a Member; and
- 2.2.9 “Road” means all roads within the Estate which are designated private roads by AERHOA.

**3 Body Corporates – Sectional Title Schemes within the Estate**

Any conduct rules that any Body Corporate (within any Sectional Title Scheme within the Estate) shall not be in conflict with these Rules. If such conflict does arise, then these Rules will take precedent.

**4 Annexures to these Rules: - BPA; - Design Guidelines; - Landscaping Guidelines; - Security Protocols**

All Members must ensure that they abide by the latest version, from time to time, of the above documentation, copies of which are available from AERHOA at a nominal fee.

**5 Use**

- 5.1 In compliance with the conditions of title relating to all Units, a Member shall abide by the Development Manual applicable from time to time in the use of a Unit. The use of a Unit shall be governed by the Municipality requirements in force from time to time or any other approved scheme applicable to the Estate. A Unit may be used primarily for residential purposes. All Units are zoned residential by the Municipality and no sub-letting is permitted. (This includes loft rooms, garages and garden cottages).
- 5.2 The maximum number of persons permitted to occupy any Unit shall be the number of bedrooms in such Unit multiplied by two.

- 5.3 No person shall use any area within the Estate in a manner that may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to create a nuisance to any other person in the Estate, or to the detriment of the environment. Respect and general consideration by all residents for all other residents and all users of the Estate shall be exercised at all times. Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other resident(s), or his/her/their rights, in any manner deemed by AERHOA to be offensive and unacceptable, is strictly prohibited.
- 5.4 Clothing, linen and general washing shall be hung out to dry in such a manner so as not to be directly visible to the public or neighbours.
- 5.5 No harmful or inflammable substances shall be kept on any Unit other than in such quantities as may reasonably be required for domestic purposes.
- 5.6 Nothing may be placed on or attached to a dwelling or any other structure without the prior written approval of AERHOA. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to, but is in no way limited to, external air conditioning units, awnings, satellite dishes, etc. even when not directly attached to the building).
- 5.7 No trading is permitted in the Estate. However, a Member will be entitled to use a maximum of 10% (ten percent) of the gross lettable area (SAPOA definition) of the Member's Property as office space for the Member's personal use, provided that the Member may not have employees occupying the office without the prior written approval of AERHOA being obtained, which approval is subject to the Local Authority's regulations being complied with (it being acknowledged that the Local Authority may refuse any such application or limit the office space to less than 10% (ten percent) of the gross lettable area of the Property).
- 5.8 No freestanding sheds are permitted, save for the purposes of the builder when a Property is under construction. Whilst fencing is discouraged in the Estate, where fencing is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the Development Manual and no fencing may be installed until written approval of AERHOA has been obtained.
- 5.9 No commercial advertising of any nature shall be allowed on the Estate save for one "For Sale" or "To Let" sign which may be erected either on the fence or within the Property itself. The same ruling shall apply to the signage erected by security service providers.
- 5.10 Plans for gazebos must be approved by AERHOA prior to installation.
- 5.11 Free-standing green houses, dolls houses, children's playhouses or jungle gyms in gardens require written permission from AERHOA prior to installation. Such items will only be allowed if it is in line with the style and amenity of the Estate and will not negatively impact on neighbours.

- 5.12 No flags, flag poles, or radio aerials or satellite dishes on poles may be erected on any Property.
- 5.13 Glass enclosures of verandahs are not permitted except with the prior written consent of the design review committee of AEMA. Verandah/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, buntings, umbrellas, signs, symbols or whatever, which in the opinion of AERHOA are aesthetically unacceptable or unsightly, may not be displayed to view in any communal open space or Road.
- 5.14 Garage doors must be kept closed at all possible times other than when legitimate ingress or egress is taking place. In particular, garage doors may not be left open at night.
- 5.15 The positioning of satellite dishes and any external TV or radio aerials must be authorized by AERHOA in writing prior to installation.
- 5.16 The use of any kind of shadecloth after the land is developed is prohibited.
- 5.17 AERHOA controls the style and colour of external awnings and authorization for its erection must be obtained prior to installation.
- 5.18 Any form of public auction or sale on any Property within the Estate is prohibited (other than with the prior written permission of AERHOA).
- 5.19 No person shall attempt to sell any goods to other persons in the Estate, whether it be by way of door to door selling, setting up of a store, spaza shop or sales table, nor may any person make any attempt to set up a business as a vendor within the Estate for any purpose whatsoever without the prior written consent of AERHOA and the necessary licences prescribed by law.
- 5.20 No harmful or flammable substances may be kept on the Estate. (This rule shall not apply to the keeping of such substances in reasonable quantities as may be required for domestic purposes such as LPG gas which has been installed by a registered installer or reasonable quantities of fuel for lawnmowers and recreational vehicles).
- 5.21 No empty paint cans/tins or any other hazardous materials may be left out on the verge for collection under any circumstances. The resident is responsible for ensuring that these materials are disposed of correctly.
- 5.22 The use of any open space in a manner or through conduct, which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.
- 5.23 Flying of drones are prohibited on the Estate.

## 6 **Socials**

- 6.1 Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within the Estate is discouraged for reasons of disruption to security, parking problems and general inconvenience to other residents.
- 6.2 Special permission is required for a function to be held within the Estate where more than 30 people may be attending. This permission must be timeously obtained prior to the proposed date of such function. When considering such a request, AERHOA will take into account the position of the residence proposed to be used in relation to gates; proximity to neighbours; parking availability; times of function; type of music to be provided; size and position of any proposed marquee; arrangements at gates; requirements for security and additional guards; as well as any other matter of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed appropriate.
- 6.3 Any private outside gathering at a residence may not extend past 22h30 (10:30pm) after which time the party must move indoors.
- 6.4 Music being played may not interfere with any neighbours or cause a nuisance.
- 6.5 The use of laser lights, strobe lights, or any other form of flashing lights is strictly prohibited on this Estate.

## 7 **Refuse removal and waste management**

- 7.1 The collection and removal of domestic and garden refuse is under the control of the local authority and is carried out at times and frequencies, and in a manner determined by them.
- 7.2 Recycling of refuse is encouraged.
- 7.3 All domestic refuse shall be put in the refuse bags and kept in a wheelie bin, purchased by the Member, in a suitable place within its Property and screened from the public and neighbour's view.
- 7.4 On prescribed days and times, the refuse bags must be placed by the Resident on the sidewalk outside the Property ready for collection. Refuse bags may not be placed on the sidewalk on any other day nor be left out overnight.
- 7.5 Burning of garden (or other) refuse is not permitted in the Estate.
- 7.6 No animal carcass may be buried in the Estate.
- 7.7 Removal of refuse of such size or nature that it cannot be removed by the normal service, shall be the responsibility of the Member at its cost.

## 8 **Firearms and fireworks**

- 8.1 The lighting or letting off of fireworks within the Estate is prohibited.
- 8.2 No Member shall discharge any firearm, air gun or other lethal or dangerous weapon (including “catties”) within the Estate other than in self-defence.
- 8.3 No crossbows, bow and arrows, catapult, BB gun or other weapon may be used on the Estate under any circumstances.

## 9 **Vehicles**

- 9.1 No Member shall operate any form of motorised transport upon any place within the Estate other than on a Road or driveway.
- 9.2 No Member shall ride unlicensed motorised vehicles, powered scooters, go-carts, quad bikes, off road bikes or similar device on any Road or footpath within the Estate. Motor bikes, beach or dune buggies or any other motorised vehicle with a noisy exhaust may only be driven quietly on the Roads to allow access from the gates to the Property and vice versa.
- 9.3 Skateboards, bicycles, golf carts and the like are a matter of concern to drivers when encountered on Roads. While no one wishes to turn the Estate into a sterile “non-playing area,” in the interests of safety, parents must instruct their children and friends to keep a careful look-out for motor vehicles and leave the Road as soon as any vehicle approaches. We encourage headgear and protective gear to be used at all times.
- 9.4 Bicycles and skateboards must be used so as not to detrimentally affect the use and enjoyment of the amenities in the Estate by other Members.
- 9.5 Golf carts, as an exception, are allowed on the Roads, provided they are driven by a licensed driver.
- 9.6 No vehicle shall be parked, stored or left unattended within the Estate other than at a place properly set aside for such purpose. Parking on sidewalks and open lawned areas or in front of driveways to residences is prohibited. This does however exclude the reasonable use of the sidewalks for parking for a limited period when circumstances require it, i.e. contractor’s vehicles and visitors who cannot reasonably be accommodated within the parking area of the Property. However, parking overnight on sidewalks or verges is strictly prohibited.
- 9.7 The parking or storing of caravans, boats, trailers or such like on properties shall be in such a manner so as not to be directly visible to the public or neighbours.
- 9.8 This Rule 9.8 is not capable of being amended by the Directors, save by way of Special Resolution of the Members. The speed limit throughout the Estate is 30

(thirty) kilometres per hour. Any person found driving in excess of the speed limit, or in a dangerous manner, will be subject to a fine.

- 9.9 AERHOA may, if it considers it necessary or desirable, impose a speed limit lower than that referred to in Rule 9.8 by way of Special Resolution, upon such Roads or portions thereof as it may deem fit, either temporarily or permanently.
- 9.10 Pedestrians and animals shall have the right of way at all times within the Estate and vehicles shall be brought to a stop whenever necessary to enable pedestrians and animals to enjoy such right of passage.
- 9.11 AERHOA may by means of appropriate signage, give directions as to the use of Roads or any portion thereof, as it in its sole discretion may deem fit, provided that such signs shall, insofar as possible, be in accordance with signs used on public roads in the Province of KwaZulu-Natal. Such signs shall have the same meaning as those used on public roads in KwaZulu-Natal, and the failure by any person to obey same and give effect to such meaning shall constitute a contravention of these rules.
- 9.12 No person shall operate any vehicle within the Estate unless he is the holder of a valid current driver's license issued under the provisions of the Road Traffic Act No. 29 of 1989, as amended.
- 9.13 Members, their tenants, agents, employees, contractors, invitees or any other persons authorised to be on the Estate by such Member will be bound by the Laws applicable from time to time in the Republic of South Africa including but not limited to the National Road Traffic Act (Act No. 93 of 1996) and/or any other Act, the enforcement of which is for the benefit of and in the interest of AERHOA, its owners and occupiers.
- 9.14 The driver of any vehicle entering the Estate shall:
  - 9.14.1 not operate any vehicle while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle;
  - 9.14.2 not drive in such a manner so as to constitute a danger or a nuisance to any other person or property within the Estate;
  - 9.14.3 not sound hooters/horns unnecessarily or to attract the attention of anyone on the Estate; and
  - 9.14.4 Residents must take cognisance and ensure that their car alarms do not cause unnecessary disruption.

## 10 **Pets**

- 10.1 Local authority by-laws relating to pets must be complied with (i.e. licensing/numbers/rabies inoculations etc.).



- 10.2 Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met: -
- 10.2.1 Written permission must be obtained from AERHOA. This permission will not be unreasonably withheld provided compliance with the Rules is satisfied.
  - 10.2.2 No more than 2 (two) dogs and/or 2 (two) cats are permitted per Property.
  - 10.2.3 All cats and dogs must either be spayed or neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
  - 10.2.4 Any pet which in the sole discretion of the Directors of AERHOA is considered dangerous or aggressive, will be removed from the Estate within 7 days of notice received to this effect from AERHOA.
  - 10.2.5 Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted.
  - 10.2.6 Pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles, rabbits, guinea pigs, hamsters and the like are not allowed on the Estate.
  - 10.2.7 Each dog or cat must at all times wear a collar with a nametag indicating the owner's name and telephone number.
  - 10.2.8 Dogs must be kept in an adequately contained area within the owner's Property and when outside the owner's Property must at all times be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on the Estate. Stray pets without a name tag will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the owner's account.
  - 10.2.9 All pets, regardless of species may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a Property for more than twelve (12) consecutive hours.
  - 10.2.10 All properties that have a dog must have a fenced area for the dog.
- 10.3 If any dog is found unattended out of its owner's Property, a fine will be imposed. All subsequent offences will be referred to the Directors of AERHOA.
- 10.4 The owner of the pet must immediately remove any fouling by pets on Property belonging to AERHOA or other Members and dispose of it in the Members' own refuse bin. (For this purpose Members are advised to carry a scooper or plastic bags whenever walking their pets outside of their own Property).

- 10.5 Any animal or bird found in the Estate in contravention of these rules must be removed forthwith on notice from AERHOA.
- 10.6 Tenants of Sectional Title Units, cluster houses, simplexes and duplexes (or any other similar residence) are permitted to keep a dog or a cat during the term of their tenancy subject to authority being granted by the Body Corporate. The tenant's lease agreement must be accompanied by a letter from the Chairman of the Body Corporate granting authority to keep the pet. The Body Corporate may enforce more stringent rules than those stipulated by the Rules.

## 11 **Upkeep and maintenance of Properties**

- 11.1 All fences, driveways, structures, roofs and the exteriors of all Properties shall be maintained by the Member in a clean and tidy condition, be fittingly repaired, painted and properly kept.
- 11.2 Where, in the opinion of AERHOA, the condition of a Property is not up to the required standards of the Estate, AERHOA shall give written notice to the Member to carry out the necessary improvements within a specified time. Should the Member fail to carry out such work as requested, AERHOA shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member, which amount shall be deemed to be part of the levy due by the Member.
- 11.3 All Member's gardens or undeveloped land shall be maintained by the Member in a good and proper order and condition and shall not be used in any manner or for any purpose which is likely to impair the appearance or amenity of neighbouring properties or the Estate in general.
- 11.4 Where in the opinion of AERHOA, the condition of a garden is not up to the required standards of the Estate, AERHOA shall give written notice to the Member to carry out the necessary improvements within a specified time. Should the Member fail to carry out such work as requested, AERHOA shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member, which amount shall be deemed to be part of the levy due by the Member.

## 12 **Nuisance**

- 12.1 No Member shall act in any way that may be reasonably construed as interfering with the use and enjoyment by other Members of their properties or of the general amenities of the Estate.
- 12.2 No Member shall use any area within the Estate in such a manner as will detrimentally affect the use and enjoyment of the amenities in the Estate by other Members.
- 12.3 Respect and general consideration by all Residents for all other Residents and all users of the Estate shall be exercised at all times.

- 12.4 Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other Resident, or his/her rights, in any manner deemed by AERHOA to be offensive and unacceptable, is strictly prohibited.
- 12.5 Abuse of security members during the course of their duty is strictly prohibited.
- 12.6 No helicopter or other aerial conveyance may land at any place on the Estate without the prior written consent of AERHOA and subject to such special conditions as may be laid down. (This rule shall not apply to legitimate emergency services performing special duties or rescue operations).
- 12.7 No vehicles may be washed anywhere on the Estate except within the confines of the Member's own property.
- 12.8 No person shall deface any property on the Estate by writing, drawing, spraying or any other manner whatsoever.
- 12.9 The use of garden machinery and power tools is limited to the hours of 07h00 to 17h00 on week days and 08h00 to 13h00 on Saturdays only. No power tools or garden machinery may be used on Sundays or Public Holidays.
- 12.10 Only silent alarms may be installed on the Estate.

### 13 **Generators**

No generators may be installed or used on the Residential Sub Precinct.

### 14 **Nature conservation**

- 14.1 No Member shall wilfully disturb, harm, or destroy any wild animal, insect, reptile and bird and plant material within the Estate.
- 14.2 No Member shall light any fire in the Estate.
- 14.3 The lighting of fires in any open space in the Estate is prohibited unless for the express purpose of braaiing at an authorized function or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose.
- 14.4 Neither snares, traps nor any similar device shall be permitted in the Estate.
- 14.5 No dumping or littering of any nature whatsoever shall be permitted in the Estate.
- 14.6 No person shall disturb, destroy or collect any plant material, whether living or dead anywhere in the Estate, save with the consent of or on the instructions of AERHOA.

- 14.7 AERHOA shall be entitled to prohibit access to any area within the Estate should it deem it desirable to do so for the purpose of preserving the environment. Any such area shall be suitably demarcated.
- 14.8 The use of any open space in a manner or through conduct, which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.
- 14.9 Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided.
- 14.10 The pollution of any lake, attenuation pond, pond or stream is prohibited.
- 14.11 Horse riding on the Estate is not permitted and no horse may be brought onto the Estate.
- 14.12 The attenuation ponds on the Estate form part of the overall storm water management system. Swimming, paddling, diving or use of any other motorized or non-motorized water device is prohibited in the dams. The ecosystem surrounding the dams and wetlands is a sensitive habitat for water birds and should therefore not be unnecessarily disturbed.
- 14.13 Where an attenuation pond is part of certain “common property”, Residents are required to exercise respect and not to intrude on the privacy of Residents whose properties front onto such dams.
- 14.14 No child may be in the vicinity of a body of water/attenuation pond on the Estate without adult supervision.
- 14.15 Fishing is prohibited in any dam/lake/stream on the Estate.
- 14.16 Camping is not permitted anywhere within the Estate.
- 14.17 Disturbing, feeding, harming or destroying any wild animal or bird is prohibited. Should wild animals become a nuisance, the problem should be brought to the attention of AERHOA.
- 14.18 Strictly no feeding of monkeys is allowed on the Estate unless under controlled circumstances. It is an offence to shoot any monkey or any animals on the Estate.
- 14.19 No animal, bird or reptile may be slaughtered within the Estate and no meat, skin, fish or carcass may be hung up to dry or cure within the Estate.

## 15 **Leases**

- 15.1 Only AERHOA’s appointed letting agents may be used.

- 15.2 The names of such lessees must be provided to AERHOA along with the request for permission to lease, and a statement as to the duration of the lease. (The names are required for entering on the register of Residents and for security identification and issue of access cards).
- 15.3 Lessees must be of good standing befitting the Estate and the names of such lessees must be provided to AERHOA.
- 15.4 The Member must inform the lessee of the Rules and furnish the lessee with a copy of the Rules and all annexures. Any contravention of the Rules by any lessee shall, in addition to any right of recourse against the lessee, be deemed to be a contravention by the Member.
- 15.5 The lease is retained for record purposes in terms of contact details, period of lease, letting agency details etc.
- 15.6 This Rule in clause 15.6 shall not be capable of being amended by the Directors and shall require a Special Resolution of the Members to alter same. Leases shorter than 6 (six) months are not permitted. Neither will holiday letting, in particular Air BnB and the like, be allowed on the Estate.
- 16 **Sale**
- 16.1 For reasons of security on the Estate, if a Member wishes to dispose of its Property it shall, to the extent that it requires the services of an agent, only use an accredited AERHOA estate agent in regard to such disposal, do so in accordance with this Rule.
- 16.2 AERHOA is entitled, in its sole discretion, to agree to a non-accredited agency's appointment and prescribe the terms and conditions thereof, including that the non-accredited agency be required, as a condition to its appointment, to conclude a written mandate agreement stipulated by AERHOA and agree that if the non-accredited agency finds a buyer for the Property, it must refer the buyer to an accredited agency who will conclude the sale of the Property on the basis of a sharing of commission between the non-accredited and accredited agencies as stipulated by AERHOA; or the Member may sell its Property privately.
- 16.3 Signed contracts of sale and annexures must be forwarded to AERHOA for vetting and approval in writing, which approval will not be unreasonably withheld.
- 16.4 AERHOA's written consent to transfer a Property within the Estate must be obtained. Prior to the granting of such consent, the selling/transferring owner must have satisfactorily settled all his obligations to AERHOA, the Property must be in a good state (all maintenance etc. up to date) and all the provisions of the design guidelines must be complied with.
- 16.5 Any intending purchaser is obliged, as part of any sale and purchase agreement, to become a member of AERHOA.

- 16.6 If required by the AEMA, an owner shall be required to use AEMA's prescribed documents (including contract of sale and annexures) when alienating or otherwise selling its Property on the Estate.
- 16.7 Notwithstanding any other rights which AERHOA may have in terms of these Rules, if a Member fails to comply, AERHOA shall have the absolute right to withhold its consent to the Member transferring its Property until the relevant rule has been complied with in all respects.
- 16.8 Where a Member wishes to sell a Property privately and does not wish to use the services of the Estate accredited agency, this may be done, but the Member must ensure all requirements of and obligations to AERHOA are complied with prior to the conclusion of the sale.
- 16.9 On any resale of any Property, when sold to a third party, the greater of R15 000 or 0.5% of the sale price (excluding VAT) is to be paid by the purchaser to AERHOA, which is to be utilized by AERHOA towards its levy stabilization fund for the benefit of the homeowners at the Estate. The aforesaid amount payable will form part of the clearance to be obtained from AERHOA in respect of registration of the Property into the name of the third party purchaser.

## 17 **Transfer of Property**

- 17.1 It is a title deed condition and accordingly a deeds office requirement that AERHOA consents to the transfer.
- 17.2 AERHOA's consent is subject to: -
- 17.2.1 The Member (seller) satisfactorily settling all his obligations to AERHOA; and
- 17.2.2 The transferee (purchaser) agreeing to become a member of AERHOA.
- 17.3 If a Member fails to comply with this Rule 17, AERHOA shall have the absolute right to withhold its consent to the Member transferring its Property until the Rule has been complied with in all respects.

## 18 **Building periods**

- 18.1 Construction of any building on Properties in the Estate shall commence by no later than 12 (twelve) months after the date on which the Member has taken transfer of the Property as registered in the relevant deeds registry office (the "Transfer Date"). The period will re-set if the Property is transferred to a new purchaser.
- 18.2 Construction of any building on Properties in the Estate shall be completed within thirty (30) months from the Transfer Date.

18.3 Any alterations/building works in respect of existing buildings on the Estate must be completed within 12 (twelve) months of commencement of construction.

18.4 A penalty for non-timeous commencement or completion of construction work as set out in 18.1 and 18.2 is 3 (three) times the then monthly levy payable by a Member, which will be imposed monthly until completion of construction or commencement of construction, as the case may be.

#### 19 **Builders' shutdown**

No contractors are allowed onto the Estate during shutdown at the end of the year. The shutdown period is over the festive season (namely 15 December to 15 January of the following year). Dates may be obtainable from AERHOA. Swimming pool, and garden services and plumbers and electricians are allowed onto the Estate during this period.

Plumbers and electricians only for emergency repairs, not on building sites.

#### 20 **Design guidelines**

The Directors have created a Design Guideline document which governs all policies and procedures applicable to design and construction in the Estate. A copy of the Design Guidelines is annexed hereto as Annexure "1" and is to be read as if incorporated herein. The Design Guidelines can be amended by the Directors from time to time.

#### 21 **Landscape guidelines**

The Directors have created a Landscape Guideline document which governs all policies and procedures applicable to landscapes in the Estate. A copy of the Landscape Guidelines is annexed hereto as Annexure "2" and is to be read as if incorporated herein. The Landscape Guidelines can be amended by the Directors from time to time.

#### 22 **Security**

The Directors have created a Security Procedures document which governs all policies and procedures applicable to security in the Estate. A copy of the Security Procedures is annexed hereto as Annexure "3" and is to be read as if incorporated herein. The Security Protcedures can be amended by the Directors from time to time.

#### 23 **BPA**

The Directors have created a document entitled the BPA, which governs the agreement with all contractors of building works in the Estate. A copy of the BPA is annexed hereto as Annexure "4" and is to be read as if incorporated herein. The BPA can be amended by the Directors from time to time.

24 **Clubhouse rules**

The Directors will create a set of Clubhouse Rules which governs all policies and procedures applicable to the clubhouse on the Estate prior to completion of any future clubhouse. A copy of the Clubhouse Rules is to be read as if incorporated herein. The Clubhouse Rules can be amended by the Directors from time to time.

25 **Breach**

25.1 Should any Member or Resident breach any of the provisions of the AERHOA MOI and/or the Rules and any annexures thereto, then AERHOA shall give the Member written notice to remedy such breach within a period of time which AERHOA in its sole discretion deems reasonable given the nature of the breach.

25.2 AERHOA shall send such written notice to the Member at the Member's address of record as furnished by the Member to AERHOA. If delivered by hand to such address, then on the date of delivery.

25.3 Should the Member fail to remedy the breach within the time stated in the said notice then AERHOA at its sole discretion shall be entitled to either:-

25.3.1 call for an explanation and/or apology from the Member; and/or

25.3.2 impose a reprimand and require the Member to remedy the breach and/or comply with the relevant rule; and/or

25.3.3 impose a fine upon the Member which shall be deemed to be a debt due by the Member to AERHOA and which shall be recoverable by ordinary civil process as provided for in the AERHOA MOI; and/or

25.3.4 withdraw any previously given consent applicable to a particular matter; and/or

25.3.5 order the Member to pay for damages resulting from non-compliance with any Rule; and/or

25.3.6 refer the matter to arbitration as provided for in the AERHOA MOI; and/or

25.3.7 proceed by civil application or action in a court of competent jurisdiction for such relief as it may deem appropriate as provided for the AERHOA MOI; and/or

25.3.8 proceed with the carrying out of any work or the doing of anything which AERHOA has called upon the Member to do, the cost of which shall be deemed to be a debt due by the Member to AERHOA; and/or

25.3.9 take such other action as may lawfully be available to AERHOA.



- 25.4 Any contravention of the Rules by any person who gains access to the Estate on the authorisation of a Member or Resident shall be deemed to be contravention by the Member concerned.
- 25.5 The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules shall from time to time be decided by the Directors and applied by AERHOA.
- 25.6 Should any Member be aggrieved by any decision taken made by AERHOA, he/she may, after having first paid the fine, lodge an appeal within 7 days of the fine being paid to AERHOA. The appeal should contain sufficient facts and/or information relating to the matter which the Resident concerned believes would justify a finding by the board which is different to that imposed by AERHOA.

26 **Fines**

- 26.1 The imposition of speeding fines will be imposed on an ad hoc basis.
- 26.2 Fines imposed for the breach of /or non-compliance with the rules shall be deemed to be part of the levy due by the Owner.
- 26.3 Insofar as the AERHOA MOI contemplates the Directors imposing fines upon a Member pursuant to a breach of the AERHOA MOI and/or the Rules (and any of its annexures) and/or of any directive of AERHOA, the Directors set out hereunder, as a guide only, the following categories and scales of fines:-

<b>OFFENCE</b>	<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE OR DISREGARD OF IMPOSITION</b>
	<b>R</b>	<b>R</b>
<ul style="list-style-type: none"> <li>• Technical breach without malice, Aforethought or premeditated intent or due consideration</li> </ul>	2 000	5 000
<ul style="list-style-type: none"> <li>• Non-compliance</li> </ul>	2 000	5 000
<ul style="list-style-type: none"> <li>• Blatant disregard</li> </ul>	2 000	5 000
<ul style="list-style-type: none"> <li>• Driving offences</li> </ul>	31 – 40kph = R1000 41 – 50kph = R1500 Above 50kph = R2000  Negligent driving (wrong way around circle etc.) = R2500	Repeat offender over 6 months' period = R5 000

<ul style="list-style-type: none"> <li>• Pets</li> </ul>	R500 for the first offence.	R1000 for the second and subsequent offences.
<ul style="list-style-type: none"> <li>• Environmental Management Plan</li> </ul>	As per EMP	As per EMP
<ul style="list-style-type: none"> <li>• Compromising the effectiveness of the perimeter fence and / or any aspect of the security of the Estate</li> </ul>	10 000	20 000

26.4 The abovementioned fines and categories of offences shall be subject to amendment by the Directors from time to time at their discretion.

26.5 Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Member.

27 Disclaimer of responsibility

27.1 AERHOA shall not be liable for any injury to any person, damage to or loss of any property, to whomsoever it may belong, occur or suffered, upon the Estate, regardless of the cause thereof; nor shall AERHOA be responsible for any theft of property occurring upon the Estate.

27.2 Members shall not have any claim or right of action against AERHOA for damages, loss or otherwise, and are not entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

27.3 Members and Residents indemnify AERHOA against all claims in line with the above.

Annexure 1 – Design Guidelines

Annexure 2 – Landscape Guidelines

Annexure 3 – Security Protocol

Annexure 4 – BPA