

MEYERSDAL VIEW HOME OWNERS ASSOCIATION NPC

ESTATE RULES

CONTENTS

A. Introduction

B. Rules

1. Order of Rules
2. Directors
3. Use of streets
4. Good neighbourliness
5. Streetscape Appearance
6. Architectural Standards
7. Environmental Management
8. Security
9. Tenants, visitors, contractors and employees
10. Letting and reselling property
11. Accreditation of Estate Agents
12. Pets
13. Administration
14. Use of common area and recreational areas
15. Conducting business from within the Estate
16. Communications

C. Annexures to the Rules

- i. Annexure A – Architectural and Operational Guidelines
- ii. Annexure B – Builders Code of Conduct
- iii. Annexure C – Estate Agent Accreditation Agreement
- iv. Annexure D – Enforcement of Rules and Appeal Process
- v. Annexure E – Schedule of Costs (Including Fines and Penalties)
- vi. Annexure F – Indigenous Flora List
- vii. Annexure G – Owners Registration Form
- viii. Annexure H – TAP (Temporary Access PIN) Access Codes Operating Procedure
- ix. Annexure J – Access Cards/Tags Annual Verification Form

INTRODUCTION

1. One of the primary objectives of Meyersdal View Home Owners Association NPC (hereinafter referred to as “**the HOA**” or “**HOA**” or “**Estate**”) and the Rules and Regulations applicable to the HOA, is to preserve and enhance the security and aesthetics of the Estate and all persons thereon. Other objectives are that the sensitive environment of the Estate is protected from degradation and that the red date fauna and flora species are conserved for the enjoyment of all residents. It is the intention of these rules to protect these objectives.
2. These rules have been established in accordance with the Memorandum of Incorporation of the HOA. They are binding upon all residents and entrants of the Estate. Residents include both members of the HOA in occupation of their dwellings and all tenants or bona fide occupants of residential properties.
3. The registered owners of stands on the Estate are responsible for ensuring that members of their families, their tenants, bona fide occupants, visitors, friends, contractors, employees and any other person abide by these rules. Any breach of these rules by the family, tenants, bona fide occupants, visitors, friends, contractors, employees or any other person, will be deemed a breach by the member under who or through who these persons have a right to be on the Estate.
4. Harmonious community living is achieved when residents use and enjoy their private property as well as the public or the common areas within the Estate with an attitude of acting as a single community unit. A single themed Meyersdal View Lifestyle will assist in assuring a harmonious relationship between the residents in the Estate.
5. In the event of annoyances or complaints, the parties involved should attempt, as far as possible, to settle the dispute between them, exercising tolerance and consideration not only for each other but also for other occupants (owners/tenants) within the Estate. When a problem cannot be resolved, the matter should be brought to the attention of the directors for further recommendation. The directors, who meet on a regular basis, will only entertain written submissions by both parties involved.
6. All the annexures as annexed hereto, are incorporated into these rules as if specifically stated herein and shall be binding upon all members.
7. The decision of the directors is final and binding in respect of the interpretation and application of these rules.
8. These rules are subject to change from time to time upon the passing of a resolution as provided for in the Memorandum of Incorporation and Section 15 of the Companies Act, Act 71 of 2008.
9. Amended rules adopted by the Board of Directors will be published on the Meyersdal View website and will also be available from the HOA directors or the Managing Agents of the HOA.

ESTATE RULES

1. ORDER OF RULES

- 1.1 The version indicated in the footer of these rules shall apply to the Estate and shall supercede any previous editions or versions of the rules.

2. DIRECTORS

- 2.1. The Directors shall manage the affairs of the HOA.
- 2.2. The Directors shall serve in office for 12 months and annually one third of the board will step down, however directors that stand down will be eligible for re-election at the Annual General Meeting of the HOA.
- 2.3. The Directors are empowered to determine the Rules governing meetings of the Directors.
- 2.4. The Directors are entitled in terms of Section 15 of the Companies Act to, in their sole and absolute discretion and subject to the Memorandum of Incorporation of the HOA and the Companies Act, alter, vary or rescind these rules from time to time. Alterations or variations shall be ratified at the Annual General Meeting of the HOA following the year of such alteration or variation.

3. USE OF STREETS

- 3.1. All roads on the Estate are owned by the HOA but constitute public roads.
- 3.2. The streets of the Estate are for the use of all residents, whether it be on foot, roller-skate, bicycle, motor cycle, trucks, delivery vans, busses or cars or any vehicle or any contraption that compels movement.
- 3.3. All roads on the Estate are private roads and as such no owner, tenant, resident, visitor, guest, contractor or employee shall park his/her vehicle in any area of common property, the road, pavements or any area of neighbouring properties save such areas as are designated for parking.
- 3.4. The speed limit in the Estate is **20kph** (Twenty kilometres per hour) and due care must be taken by all Residents, Visitors and Contractors to observe all road regulations, pedestrian crossings and stop signs throughout the Estate irrespective of what type of vehicle is used and as determined by the Architectural and Operational Guidelines (Annexure "A") point 7.1.6.6 as attached hereto.
- 3.5. Rules and regulations as set out in the Gauteng Road Traffic Ordinance regarding the use of public roads and streets will apply and residents are urged to make themselves familiar with these ordinances.
- 3.6. The directors and any resident of the Estate will not be held liable for any damage or death in the event that children roam the streets. Parents are urged to accompany minors at all times when walking or utilising the Estate roads.
- 3.6A All children are obliged to wear protective apparel, as recommended by the manufacturers of toys, bicycles or any other apparatus used and operated when utilising the Meyersdal View internal roads.

- 3.7. Parks and pavements are strictly off limits and solely for the use of pedestrians.
- 3.8. Only the drivers that are duly licensed to operate and drive a vehicle or motorcycle may use the streets on the Estate.
- 3.9. Pedestrians will at all times, irrespective of designation, have the right of way on streets.
- 3.10. The use of motor cycles or other vehicles with noisy exhaust systems is prohibited as it causes disturbance to other residents of the Estate. The directors reserve the right to demand and have removed any motor cycle or other vehicle not complying with this rule from the Estate at the cost of the resident.
- 3.11. Motor cycles and/or skateboards and/or roller skates and/or motorised scooters are not allowed on pavements.
- 3.12. No four wheelers, 4x4 quad motor cycles, off road motor cycles or home made vehicles or any other non-licensed motorized vehicles are permitted to be driven within the Estate at any time or under any circumstances.
- 3.13. Estate roads are designed and built to carry light motor vehicles and trucks with an axle weight of not more than 8 tons (8,000kg) and as such:
 - 3.13.1. No eighteen (18) wheel articulated type trucks, nor any other truck or vehicle with an axle weight exceeding 8,000kg (8ton) is permitted to enter the Estate;
 - 3.13.2. Deliveries of building material will only be allowed by fixed axle trucks where such axle weight does not exceed 8,000kg;
 - 3.13.3. All damage and maintenance of roads by vehicles not complying with this rule shall be bourne and paid by the member concerned.
- 3.14. For the entire development period and in circumstances where residents alter or build, construction vehicles will have the use of the private road and will enter and exit the Estate only in the designated entrances and exits allocated to this use. No construction vehicles will be permitted to enter the Estate on Saturdays, Sundays or public holidays.
- 3.15. Any person in contravention of these rules, will be fined as per the Schedule of Costs (Including Fines and Penalties) (Annexure "E") as attached hereto and be reported to the local authorities should this be required.

4. GOOD NEIGHBOURLINESS

- 4.1. Any activity or hobby which could reasonably cause aggravation or nuisance to fellow residents may not be conducted from any property. This includes, but is not limited to, auctions, jumble sales, woodwork, metalwork or any other activity which could be noisy, a nuisance or disruptive.
- 4.2. The volume of music or electronic devices/instruments, music instruments, car radios and any other sound emitting devices, including those utilized at parties, car hooters and the activities of domestic workers should be kept at a level so as not to create a nuisance to neighbours or the Estate as a whole.

4.3. Music will only be permitted on the following days from the following times:

4.3.1	Sundays to Thursdays	19:00pm	to	21:00pm
4.3.2	Fridays and Saturdays	19:00pm	to	24:00pm

4.4. The directors reserve the right to contact the South African Police Services to attend to disruptions caused by a person who fails to comply with rule 4.2 above.

4.5. Burglar alarm sirens are permitted to be installed in houses within the Estate, as per point 8.25 below, but the onus lies with the owner to ensure that the alarm does not become a nuisance by unnecessary activations which cause the siren to sound indiscriminately and continuously without the alarm resetting itself. The use of an external RED flashing light is permitted and may be fitted to alert anyone and armed reaction companies to a house where an alarm has been triggered or a panic activated.

4.6. The mechanical maintenance or use of power saws, leaf blowers, petrol lawn mowers and the like as well as any other noisy garden maintenance equipment, should only undertaken between the following hours:

4.6.1	Mondays to Fridays	7:30am	to	17:00pm
4.6.2	Saturdays	8:00am	to	16:00pm
4.6.3	Sundays and Public Holidays	10:00am	to	14:00pm

4.7. Washing lines must be the wall mounted fold down type and not the pole mounted rotary type.

4.8. All washing lines, air-conditioning units and any other wall mounted device(s) should be located out of view and neatly and properly screened off from the view of neighbours and the streets. The directors reserve the right to relocate or remove any wall mounted device in the event that the owner fails to comply within a reasonable time after receiving written notice by the directors to remedy the breach of this rule.

4.9. Any household refuse, refuse bins, refuse bags may only be placed on the pavement on the official Ekurhuleni Local Council collection days or any company contracted to collect refuse and not at any other time. Such bins may also not be left outside overnight under any circumstance. Garden refuse must be removed on the same day by the resident.

4.10. Advertisements or any publicity material may not be advertised, distributed or exhibited, unless the consent of the HOA has been obtained in writing.

4.11. Residents must ensure that domestic workers and other employees do not loiter on the Estate and specifically not at any prominent places such as at the gates, road circles, streets or any area of common property.

4.12. Portable and or fixed generator sets may be installed subject to the written approval of the Board of Directors and must be housed in a sound proof canopy designed to minimise the sound output to a maximum of 65dBA at a distance of 7 metres from the generator set. Generators are also to be positioned out of sight from the street view and all neighbouring premises. Generators need to be also positioned not to cause any exhaust fumes to enter into any residential dwelling, whether that of a Member or any neighbouring dwellings. The installation of generator sets is also subject to strict compliance with any prescribed local Council by-laws.

- 4.13. No explosives, crackers, fireworks or items of similar nature may at any time be brought onto the Estate or exploded, lit or operated on any erf or any part of the common property.

5. STREETScape APPEARANCE

- 5.1. The collective pride of the Estate is dependent upon the contribution of every owner to create a neat and aesthetically pleasing streetscape at all times.
- 5.2. The HOA is NOT responsible for maintaining the garden area in a clean and pleasing condition between the kerb and the boundary of each property. The onus to do so rests with each owner.
- 5.3. The HOA encourages all owners or tenants to develop or improve at their own cost the aesthetic appearance of this area when and if deemed necessary and upon receipt of the written consent of the HOA.
- 5.4. Garden fences and/or walls and outbuildings forming part of the streetscape should be regularly maintained and painted where necessary.
- 5.5. The HOA reserves the right to effect such repairs and maintenance, as deemed necessary, at the cost of the owner and only if the said repairs and maintenance has not been undertaken within a period of 3 months from the date of the written notice served by the HOA on the resident to remedy the breach.
- 5.6. The gardens of residents from street view are to be properly maintained. Entire garden areas within street view cannot be paved, tarred or otherwise totally covered except for lawn.
- 5.7. Residents shall maintain a high standard of garden and pavement maintenance
- 5.8. No trees, plants or sidewalk lawn may be removed, damaged or planted without the written permission of the HOA.
- 5.9. Building material may under no circumstances be stored or dumped on the sidewalks or streets without the written consent of the HOA. Contractors will be denied entry until proper approval has been obtained from the HOA. The owner will be liable for all damages sustained as a result of building material placed on sidewalks or streets.
- 5.10. Caravans, trailers, boats, equipment, tools, engine and/or vehicle parts, air conditioning units, generators and washing lines as well as accommodation for pets should be located out of view and neatly and properly screened off from the view of neighbours and the streets.
- 5.11. Electricity boxes, generators and sprinkler boxes or any other structure which houses electrical components must be properly covered and suitably secured so as not to allow any tampering therewith. In addition any such structure must be screened from the view of neighbours and the streets and properly maintained.
- 5.12. Plants should not interfere with pedestrian traffic or obscure the view of motorists and residents. Members are requested to keep such foliage properly trimmed and in a neat condition.
- 5.13. No Wendy houses, lean-to, tool sheds or temporary structures may be erected without the prior written permission of the HOA.

- 5.14. All private gardens within the Estate must be kept neat and tidy at all times failing which the HOA shall have the right to clean and maintain a member's private garden at the cost of the member.
- 5.15. Stand numbers are only allowed to be displayed on a house on a temporary basis during initial building operations.
- 5.16. After completion all properties must display the house street number in a manner which is clearly legible from the street and visible by day and night.

6. ARCHITECTURAL STANDARDS

- 6.1. All building plans shall be drawn and prepared by any of the accredited and/or approved Architects for the HOA in accordance with the Architectural and Operational Guidelines (Annexure "A") and the Builders Code of Conduct (Annexure "B") as annexed hereto before building commences. This requirement is also applicable to any subsequent additions, renovations or alterations to existing structures and dwellings (including out buildings) as well as deviation plans.
- 6.2. Plans will not be approved by the Ekurhuleni Local Council unless pre-approved by the HOA.
- 6.3. All building plans must be approved by the HOA Directors before building activities commence.
- 6.4. Owners shall make payment of any administrative charges or scrutiny fees for approval of the plans as imposed and as determined by the Schedule of Costs (Including Fines and Penalties) (Annexure "E") as annexed hereto and as amended from time to time by the Directors. The fee is non-refundable and is applicable to each and every application irrespective of the plan involved and shall also be applicable to any deviation plan or amendment plan.
- 6.5. All garden walls and fencing must be approved by the HOA with regard to both material and dimensions.
- 6.6. All renovations and/or alterations of any existing dwelling may not be undertaken without the prior written approval of the HOA.
- 6.6A Walls shall be built in face-brick or plastered and painted in a colour pre-approved by the HOA. Colours to be painted must be of earth tones only. The selected colour by an owner shall be painted in a one meter square block somewhere on the wall of the residential dwelling to enable the HOA Directors to inspect and approve the selected colour prior to commencement of painting.
- 6.7. The installation of any renewable energy equipment or apparatus, whether it be powered by solar and/or wind and/or water and/or any similar or new technology, may not be undertaken or commenced with, without the prior written approval of the Board of Directors of the Home Owners Association. In adjudicating the approval of the renewable energy equipment, the Board of Directors are entitled to consult with a consultant, being an expert in respect of the intended renewable energy equipment and the approval or not is within the sole and absolute discretion of the Board of Directors.
- 6.8. The member must register prior to the start of construction the building site with the department of labour in terms of the Occupational Health and Safety Act (1993) as amended together with its regulations. For more information contact +27(0)11-744-9000.

7. ENVIRONMENTAL MANAGEMENT

- 7.1. No rubble or refuse should be dumped or discarded in any area whatsoever including public areas, streets, sidewalks or parks or any area of common property. Residents are encouraged to develop a habit of picking up and disposing of any litter encountered in open spaces and the common property and to encourage neatness and consideration for all other residents.
- 7.2. Residents and their guests and employees are required to leave any open spaces they utilise in a clean and tidy condition.
- 7.3. Residents shall maintain trees, plants and shrubs that have been planted on their pavements by the HOA.
- 7.4. Flora shall not be picked, cut, damaged or removed from any common or public area.
- 7.5. Only the indigenous species of plants as per the Indigenous Plants List (Annexure "F") are permitted to be planted within the Estate and any alien plant planted contrary to the Indigenous Plants List (Annexure "F") may be removed by the HOA.
- 7.6. Residents shall ensure that all declared noxious or dangerous flora are not planted or allowed to grow in their gardens.
- 7.7. Swimming pool water may NOT be discharged into any area of common property, neighbouring stand and/or Estate or council roads or streets. Swimming pool water may however be discharged into the council sewerage system, or into a French Drain within the owners own property, or the owner must install a cartridge pool filter system.
- 7.8. Vacant stands must be kept clean on a regular basis to the satisfaction of the HOA, failing which, the HOA reserves the right, after notification to the relevant owner, to clean the stand at the member's expense and as per the Schedule of Costs (Including Fines and Penalties) (Annexure "E") as annexed hereto.
- 7.9. The residents' use of any open space or common property areas is entirely at their own risk at all times. The HOA and the directors will not be held liable or entertain any claim/s for damages of whatsoever nature or from whatsoever cause arising.
- 7.10. Floodlights must be adequately screened so as not to cause discomfort to neighbours.
- 7.11. All conditions, more particularly those conditions imposed by Rand Water in respect of the servitudes which traverse the Estate must be strictly adhered to at all times. Special reference is made to the conditions set regarding heavy construction vehicles crossing these servitudes.

8. SECURITY

- 8.1. Access to the Estate will be via the main entrance only.
- 8.2. Visitors will be required to sign the Visitors Book as presented by the security guard on duty. Visitors will subject themselves to a security protocol consisting of a scan system of the licence disc of the visitor/s vehicle, together with the official drivers licence of the visitor driving the vehicle. The security guard on duty will then contact the relevant owner and obtain the requisite permission from the resident for the visitor to enter into the Estate.

- 8.2A Residents can request and transmit a Temporary Access Pin, TAP, for intended visitors to the Estate. This TAP can be utilised by visitors to obtain access to the Estate, by entering the TAP code into the keypad at the entrance. This TAP is for the exclusive use by residents for their visitors and residents may under no circumstances use this TAP for contractors. The TAP code is valid only for the day of transmittal and thereafter expires out of time. The process is detailed in TAP Codes Operating procedure (Annexure "H").
- 8.3. New residents must complete an Owners Registration Form (Annexure "G") and submit it to the HOA's nominated managing agent for activation of the necessary access cards/tags, which are to be utilised at the entry and exit booms.
- 8.3A The use of the Estate's automated access system, comprising of the intercom, access card(s) and the TAP messaging system, is a privilege extended to each and every owner/tenant and not a right. If an owner/tenant is not in good standing with the Estate, either due to outstanding levies or a legal dispute, the forfeit the privilege to use the automated access system and will be called upon to sign the visitor's book to enable them to enter the Estate.
- 8.4. Access cards/tags may only be issued to immediate family and friends over the age of 18 years that live(s) with the member(s) or a tenant(s) of a Member(s), or bona fide occupants of a member(s) living within the Estate.
- 8.5. Security issued access cards/tags will undergo an annual verification process by the HOA directors to ensure that all access cards/tags are accounted for.
- 8.6. The Security Guards are NOT allowed to open either entry or exit booms for residents.
- 8.7. Should an access card/remote be lost, the resident must immediately notify the HOA directors and the Security Service Provider to have the access card/remote cancelled.
- 8.8. New residents must register their details with the HOA's nominated managing agent to ensure that their contact telephone numbers are registered on the Security phone system. This will ensure that Security personnel are able to make telephonic contact with them to obtain permission to allow their visitors entrance into the Estate. Failure to do so shall result in visitors being denied access to the Estate.
- 8.9. A copy of the Estate Rules shall be deemed to have been accepted by the new owner upon his / her signature of annexure "G", as per Rule 8.3 of the Estate Rules.
- 8.10. Access cards/tags may not be utilised by anyone other than the resident to which it was assigned. Access cards/tags may not be loaned to other persons.
- 8.10A All intercom services and access cards/tags issued to owners/tenants/residents of the Estate, expire annually on the 30th of June.
- 8.10B Members / tenants / residents must on or before 30 June of every year download, print, complete legibly and hand in at the guard house the Access Card / Tag Annual Verification Form (annexure "J") attached to these Rules, to ensure that their details are verified and that the intercom services and cards / tags are reactivated for another year.
- 8.10C A notification will be sent approximately 1 month in advance to the date set out in paragraph 10.8B by the intercom SMS system to all owners/tenants/residents, to remind them of the

renewal of their intercom services and access cards/tags which needs to be met with the procedure set out in paragraph 10.8B. Members/tenants/residents that fail to adhere to the procedure set out in paragraph 10.8B will pay a card reactivation fee of R150.00 per card which will be levied and added to the relevant Member(s) levy account.

- 8.11. Any person who employs the service of a home sitter or pet sitter during periods of absence are to advise Security of the name, telephone number, period of service and vehicle details of such sitter to enable Security to permit access to such person.
- 8.12. Any member in arrears with their levy account or any member in breach of the rules of the Estate, will be deactivated from the access card/remote and entry/exit system of the Estate, inclusive of their tenant(s) or bona fide occupant(s) and shall be treated as a visitor and will have to sign in and out of the Estate until such time as the levies are brought up to date or alternatively the breach of the Estate Rules has been remedied. No exceptions shall be permitted.
- 8.13. Residents in arrears will also be required to collect their guests from the Guard House personally as the Security will not permit access to guests of residents with arrear levy accounts.
- 8.14. Security of the Estate and residents are of paramount importance to the HOA and as such all residents are urged to maintain an awareness of his/her surroundings at all times.
- 8.15. The Security Guards may not under any circumstances be verbally abused by residents, visitors or any person whatsoever. Any resident or person on the Estate through or under the resident, found to abuse the Security Guards, shall be penalised according to Schedule of Costs (Including Fines and Penalties) (Annexure "E") as attached hereto
- 8.16. Owners, residents, guests, contractors and other person on or in the Estate will be held liable for any damages or destruction of Security equipment or goods including but not limited to fences, gates, tags, visitor's cards or any other Security equipment or goods.
- 8.17. Security protocol at the gate must be adhered to at all times. Under no circumstances may residents or any person other than the Security Guards or members of the directors committee be allowed into the Guard House.
- 8.18. All owners must request visitors to adhere to Security protocol and residents are requested to always treat the Security Guards in a co-operative and courteous manner.
- 8.19. The identity system implemented for all permanent workers, temporary workers, staff and contractor representatives is conscientiously enforced and must be adhered to by all owners with regard to person/s in his/her employ.
- 8.20. All owners must ensure that their contractors adhere to any Security protocol of the Estate as stipulated in these Rules, the Architectural and Operational Guidelines (Annexure "A") and the Builders Code of Conduct (Annexure "B") as annexed hereto.
- 8.21. All attempts at burglary or security breach or suspicious persons and/or persons not wearing ID cards or instances of fence jumping and/or fence tampering must be reported to a member of the Security Guards, as well as to a director immediately.

- 8.22. No residents may issue instructions to Security Guards. In the event that a resident wishes to bring a matter to the attention of the Security Guards they are invited to communicate such matter to the HOA.
- 8.23. Residents on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence.
- 8.24. Residents on the perimeter fence must advise any visitors of the dangers pertaining thereto. The HOA and directors will not accept any liability for any damage or death whether direct or consequential as a result of the electric fence however or whatsoever caused.
- 8.25. Security or alarm systems installed in dwellings must be technologically up to date so as not to become a nuisance or disturbance to other residents.
- 8.26. No property may be secured with razor, barbed wire or similar fencing or electrical fencing during or after construction period or at any other stage.
- 8.27. Burglar bars and security gates are not to be installed at private dwellings without the written approval of the HOA.

9. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 9.1. The adherence to the Estate Rules rests with the residents and residents are required to, at all times, enforce the Estate Rules within their respective households.
- 9.2. Should any member of the HOA let his property, he shall notify the HOA in writing in advance of the date of occupation, the name of the lessee and the period of such lease. The owner shall inform the lessee of these Estate Rules and ensure that the Estate Rules are made a part of the lease agreement. Members will be held liable for the conduct of their tenants.
- 9.3. All residents must ensure that contractors in their employ are aware of, have agreed to and signed a copy of the Estate Rules, the Architectural and Operational Guidelines (Annexure "A") and Builders Code of Conduct (Annexure "B") as attached hereto, prior to the commencement of any work or services.
- 9.4. Save for entering and exiting the Estate, contractors and employees of contractors may not dawdle or roam the streets within the Estate. Contractors may only be present on the stand on which they are working, save and except for entering and exiting the Estate.
- 9.5. Domestic employees are not allowed to sign visitors into the Estate.
- 9.6. Owners are required to ensure domestic employees vacate the Estate by 22:00pm latest.

10. LETTING AND RESELLING PROPERTY

- 10.1. The concept of the Estate imposes certain restrictions on the manner in which Estate agents may operate therein. In order to ensure that the rules applicable to which regulated property ownership and occupation of the premises on the Estate are made known to new residents, the following rules relating to the re-sale or letting of property shall apply:
- 10.1.1. The member of the HOA must ensure that the purchaser and/or tenant is informed of and receive a copy of these Estate Rules and bind the purchaser and/or tenant to these Estate

Rules in writing by getting them to initial each page and sign in full on the last page. These Estate Rules are to be attached as an annexure to any deed of sale or lease agreement in respect of any dwelling on the Estate.

- 10.1.2. The managing agent shall not issue a clearance certificate until the purchaser or tenant has signed a copy of these rules acknowledging receipt of same and returned same to the managing agent.
- 10.1.3. No property may be let or utilised for the purpose of a commune. In addition only immediate family from a single family will be permitted to occupy any dwelling on to Estate.
- 10.1.4. Estate Agents may only operate on a by appointment basis, and must personally accompany a prospective purchaser or lessee.
- 10.1.5. Estate Agents are **not** permitted to erect any **“For Sale”** or **“Show House”** or **“To Let”** signage boards without the written permission of the HOA directors.
- 10.1.6. Show houses will only be allowed to be shown by Accredited Estate Agents which have duly completed and signed the Estate Agents Accreditation Agreement (Annexure “C”) as annexed hereto.

10.2. When a property is sold the following rules shall apply:

- 10.2.1. The purchaser will need to acknowledge that he is obliged upon registration of the property into his name to become a member of Meyersdal View Estate Homeowners Association NPC and agrees to do so subject to the Memorandum of Incorporation.
- 10.2.2. The seller shall be entitled to procure that, in addition to all other conditions of title and/or subdivision referred to, the following conditions of title be inserted in the deed of alienation with the purchaser:
 - 10.2.2.1. The purchaser shall become and shall remain a member of the HOA and be subject to its Memorandum of Incorporation until he ceases to be an owner of the Erf.
 - 10.2.2.2. The Seller shall not be entitled to transfer the Erf or any subdivision thereof, or any interest therein without a certificate from the Meyersdal View Estate Homeowners Association NPC that all financial obligations of the Seller has been met and all the provisions of the Memorandum of Incorporation have been complied with.
 - 10.2.2.3. In the event of the registrar of deeds requiring the amendment of such conditions of the deed of alienation, in any manner in order to affect registration of an Erf, the Seller and Purchaser hereby agree to such amendment and shall be liable for the cost thereof.

10.3. In respect of leases the following clauses shall, in addition to the normal lease agreement clauses be applicable:

- 10.3.1. The lessee shall acknowledge that, upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all Estate Rules and annexures.

- 10.3.2. Where tenants continuously breach the Estate Rules, the member can be requested to terminate the lease agreement and or be held liable for the maximum fine allowed under the HOA rules.
- 10.3.3. The HOA reserves the right to request a copy of any lease agreement where a tenant occupies a property on the Estate and demand that amendments be made to such lease taking into consideration the provisions of these rules.

11. ACCREDITATION OF ESTATE AGENTS

- 11.1. No estate agent may conduct services within the Estate unless such agent has signed the Estate Agents Accreditation Agreement (Annexure "C") as attached hereto.
- 11.2. Estate agents shall be accredited by signing an agreement with the Estate to the effect that such agent shall abide by the stipulated procedures applicable to the sale and lease of the property in the Estate and after having been informed of the concepts, rules and conditions under which the purchaser and/or lessee purchases and/or leases property on the Estate.
- 11.3. Accredited agents may be reviewed by the Meyersdal View Estate Homeowners Association NPC board of directors from time to time and a list of accredited estate agents shall be made available to all residents or can be obtained from any of the Directors.
- 11.4. No Clearance Certificate shall be issued by the HOA until such time at the Estate Agent signs the Accreditation Agreement.

12. PETS

- 12.1. Residents are to ensure that pets are not allowed to escape their property or wander freely within the Estate.
- 12.2. The by-laws relating to pets of Ekurhuleni will be strictly enforced.
- 12.3. Residents may not keep more than two dogs or two cats on their property without the written permission of the HOA.
- 12.4. Poultry, pigeons, aviaries, wild animals or livestock may not be kept on the Estate without exception.
- 12.5. Pets are not permitted to roam the streets and dogs must be kept on a leash in all public and common areas at all times.
- 12.6. Should animal excrement be deposited in a public area, the pet owner shall be responsible for the immediate removal thereof.
- 12.7. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the municipal pound or SPCA or any other authority.
- 12.8. The HOA reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.
- 12.9. No dangerous, rabid or diseased pets or animals may be kept by any resident at any time.

- 12.10. No slaughter, killing or maiming of any pet or animal within the Estate will be permitted at any stage or at any time or for any reason.

13. ADMINISTRATION

- 13.1. All levies are due and payable in advance on the first day of each and every month into the nominated bank account of the HOA.
- 13.2. Interest will be raised on all arrear accounts, at the maximum rate of 15.5% per annum calculated and compounded daily.
- 13.3. Further penalties or legal action, to be determined from time to time, will be imposed on owners with accounts arrears for 60 days or longer. The HOA shall be entitled to recover all legal costs incurred on the attorney and own client scale including disbursements and collection commission. Such legal fees shall be debited to the owners levy account and be payable on presentation of the account.
- 13.4. Further to the fines and penalties mentioned in clause 13.3 above, the Managing Agent is authorised by the HOA to issue letters of non-compliance of the rules to any owner who is in contravention of any rule as contained herein. The costs of such letters shall be debited to such owners levy account and shall be payable with the levy in accordance with 13.1 above. The costs hereof are detailed in the Schedule of Costs (Including Fines and Penalties) (Annexure "E") as attached hereto. The implementation of fines and appeal process as contained in the Enforcement of Rules and Appeal Process (Annexure "D") as attached, shall apply *mutatis mutandis* to the provisions of the clause.
- 13.5. The directors have the right to fine transgressors where any of the rules as stipulated by the HOA from time to time have been broken or infringed upon in accordance with the procedure set out the Enforcement of Rules and Appeal Process (Annexure "D") and read in conjunction with the Schedule of Costs (Including Fines and Penalties) (Annexure "E") as attached hereto.
- 13.6. The directors have the right to restrict access to resident(s) by suspending the use and convenience of the Estate access cards/tags upon entry/exit to the Estate, both in respect of the home owner(s) and their guest(s) and contractor(s) employed by the home owner(s), should the home owner(s) be in arrears with levies or in breach of the Estate Rules.
- 13.7. Any person in arrears with their levy account shall not be entitled to vote at any meeting of the members of the Meyersdal View Estate Homeowners Association NPC until such time as the levies have been paid in full.
- 13.8. A director in arrears with his or her levy account shall resign from the board immediately.

14. USE OF COMMON AREAS AND RECREATIONAL AREAS

- 14.1. The recreational areas and common areas are provided for the enjoyment of all residents and as such should be kept clean and tidy at all times.
- 14.2. No plants, shrubs or trees are permitted to be damaged, removed, cut or removed from the common or recreational areas.

- 14.3. The trapping, shooting or otherwise maiming of birds and other natural wildlife is strictly prohibited.
- 14.4. No fires, braais or skottels are permitted to be used in areas other than those areas specially provided for the use thereof.

15. CONDUCTING A BUSINESS FROM WITHIN THE ESTATE

15.1. The following rules shall be applicable to the operating of a business within the Estate:

- 15.1.1. All new business ventures to be conducted from the Estate, despite nature, size and activity or otherwise of the business, must be applied for through the Directors of the Estate in writing.
- 15.1.2. Current residents operating or running any form of business or enterprise despite the nature, intent, size, activity or otherwise from the Estate is to make written application to the board of directors for consent and authorisation to continue to conduct such business activity supported by a description of the business activity and the nature, size and intent of the business operations as well as reasons as to why consent should be granted.
- 15.1.3. The board of directors shall review, investigate and consider each application on an *ad hoc* basis and advise the applicant within 30 days as to whether the application has been successful or not.
- 15.1.4. In the event that the applicant is unsuccessful the board of directors shall provide the applicant with written reasons as to why the consent was refused in line with the determination criteria as set out below.
- 15.1.5. The directors shall employ the following determination criteria in assessing each application:
- 15.1.5.1. **SECURITY:** any business activity that compromises the security of the Estate generally or any one unit or person and/or has a direct and/or negative impact on the security access points to the Estate shall not be permitted. Security issues shall extend also to employees, contractors, agents or any other person wishing to enter the Estate in connection with the proposed business activity.
- 15.1.5.2. **NUISANCE:** any business activity which causes nuisance to the Estate generally or any one unit or person shall not be permitted. Nuisance shall be defined as any activity that interferes with a neighbour or the members of the Estate's quality of life, health, comfort and well-being and shall include but not be limited to smells, smoke, noise, obstructions in the roads, displays anything that effects and/or affects the aesthetics of the Estate or that annoy or cause discomfort or inconvenience to a members of the Estate or the Estate generally.
- 15.1.5.3. **INFRASTRUCTURE:** any business activity which shall have a direct or negative impact on the inherent infrastructure of the Estate, be it wear and tear of the roads; gardens and parks; access points; telephone lines, cables, costs and/or tariffs; electricity lines, cables, costs, tariff's and/or consumption; water costs, tariff's and/or consumption; and/or any other common use area.

15.1.5.4. **JUSTIFIABILITY:** any other factor that relates to the Estate, the general well-being of the residents of the Estate and/or the proposed business can be considered by the board of directors in reaching a conclusion on any application.

15.2. The directors are empowered to give approval to applicants and impose regulations, rules and policies to be applicable to the business activity of any applicant singularly or jointly to regulate the business activity in accordance with the rules of the Estate and for the benefit of the residents of the Estate and is also hereby authorised to increase any levy payable to the Meyersdal View Estate Homeowners Association NPC to facilitate the increase in costs occasioned by the company by virtue of the operating of any business activity.

15.3. These rules are put in force to ensure free and undisturbed enjoyment of every resident of the Estate and the member's property.

16. **COMMUNICATIONS**

16.1. Owners are encouraged to communicate with the Directors, and the following communication channels are always open to all owners:

16.1.1. <http://www.meyersdalview.co.za>

16.1.2. info@meyersdalview.co.za

16.2. Newsletters will be emailed or hand-delivered to residents when special communication is necessary.

16.3. The onus lies with each owner to make sure that their contact details are kept up to date on the Estate database by emailing the Estate's nominated managing agents with the relevant information changes.

16.4. In addition residents are also free to contact the Estate's nominated managing agents as detailed below:

16.4.1. <http://www.bodycorpshelp.com/meyersdalview.co.za>

16.4.2. alice@bodycorpshelp.com

16.4.3. cecil@bodycorpshelp.com