



HOUSE RULES
OF
LE JARDIN RESIDENTIAL ESTATE
("The Association")

Revision 5: September 2016

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1. INTRODUCTION

These rules and regulations have been put in place in order to ensure that the HOA and its members have a set of criteria that enhances good community living. The establishment of these rules have been researched and benchmarked against other similar communities and may from time to time change as our community grows.

These rules are not aimed at punitive criteria but rather as a means to manage our lifestyle, quality of life and value of property. Another element to the creation and implementation of good rules is to enhance community harmony. We have applied a range of criteria when establishing these rules including, transparency, positivity, fairness and good practice. All of these rules will fall into categories that relate to our security and safety, good neighbourliness and good conduct.

The HOA encourages all our members to abide by these rules keeping in mind that at all times flexibility will be ensured through an open communications policy.

2. DEFINITION, INTERPRETATIONS AND DELEGATIONS

2.1. These House Rules must be read in conjunction with the Memorandum of Incorporation, the Architectural Guidelines and the Landscaping Guidelines. In these House Rules, unless the context clearly indicates the contrary, all words and expressions shall bear the same meaning as defined in the Memorandum of Incorporation, any words importing the singular number only include the plural number and vice versa, and words importing any one gender only shall include the other as well as juristic person.

In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

- 2.2. the "Association" means the LE JARDIN Homeowners' Association NPC;
- 2.3. the "Common Property" means the common property to be managed and controlled by the Association as defined by the Association;
- 2.4. "LE JARDIN" means the Township established on the development area Drift Extension 7 and 8, Muldersdrift, Gauteng Province and such further properties as the Association may incorporate into the development;
- 2.5. "Member" means a member of the Association. The term "Member" generally has the same meaning as "home owner", but is more exact and ties in with the Memorandum of Incorporation. For this reason, "Member" is used in preference to "home owner" or "owner";
- 2.6. "Directors" mean the Directors for the time being who act on behalf of the Association;
- 2.7. "Vehicle" means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency.
- 2.8. It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these House Rules. In the event of any breach of the House Rules by a Member, members of his household, employees, contractors, tenants, invitees and guests, or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by the Member.

- 2.9. Where there is a conflict between the House Rules and the Memorandum of Incorporation, the last mentioned shall prevail.
- 2.10. Any member who contravenes or fails to comply with any provision of these House Rules, or any conditions imposed or directions given in terms thereof, shall be deemed to have breached these House Rules and will be subject to the sanctions prescribed in clause 12 hereof.
- 2.11. The Developer/HOA is entitled to issue additions and amendments to these regulations from time to time.

3. SECURITY

- 3.1. Residents are requested to always treat the security personnel in a cooperative manner. Security guards shall under no circumstances be abused and security protocol at the gatehouse and elsewhere in the township shall be adhered to at all times.
- 3.2. No vehicles shall enter or leave the Estate at any point except at the official entrance to gates, except in special circumstances and then only with the consent of the Association. Non-Members are required to sign the relevant entry document stating that they will abide by the House Rules, regulations and provisions of the Memorandum of Incorporation of the Le Jardin Homeowner's Association. All vehicles entering the Estate shall stop at the controlled vehicle entrances. The guards also have magnetic cones to go on the roof of vehicles should the drivers not have fingerprint access to the estate.
- 3.3. The access control for permanent workers, temporary workers, contractors and sub-contractors must be diligently enforced by every Member of the Association with respect to his employees, contractors and subcontractors. No resident, visitors and any category of employee may enter the Township without being issued with the requisite authorization.
- 3.4. No Member shall permit the use of an access control device issued to such Member for operating the vehicle entrance gate by any person other than a member of his household, or guest or lessees of that Member. All residents, visitors and invitees must adhere to security protocol, and may not use access cards belonging to someone else
- 3.5. All Members and tenants are required to advise Security at the entrance gate in advance of the name and approximate time of arrival of any non-member (including a member(s) of his family) to be admitted to Le Jardin as invitees or guests. Failing which, the Security Officer will, when approached by any person for entry to Le Jardin Residential Estate, shall telephone the destination point for instruction. Entry will be refused if the above process cannot be concluded in a satisfactory manner. Owners are obliged to request visitors to adhere to the security protocol.
- 3.6. Prospective purchasers of properties shall only be allowed onto the Estate if accompanied by an agent registered with the HOA (refer to Section 11).
- 3.7. Commercial deliveries are not permitted on Sundays, nor before 07h00 and after 18h00 on weekdays, nor before 07h00 and after 15h00 on Saturdays and public holidays without the prior consent of the Association.
- 3.8. Taxis or similar vehicles will only be allowed into the Estate if the resident has made prior arrangements with the security personnel.
- 3.9. Owners must register all employees, gardeners and domestic workers, and access will only be granted via the turnstile through fingerprint access. Owners must also ensure

that they keep the Homeowner association updated should the employee's job status change.

- 3.10. Owners are obliged to ensure the contractors in their employ adhere specifically to the Building Contractors code of conduct.
- 3.11. Security related incidents must be reported to the security control room immediately. All attempts at burglary or instances of fence jumping or breaches of fences or walls shall be reported as soon as possible to a member of the security staff and/or the Estate Manager
- 3.12. Owners must be aware that they need to enforce and apply all security measures to ensure their success and hence they are encouraged to question all suspicious individuals especially in those not displaying formal identity cards.
- 3.13. Should any residents purchase a burglar alarm system for their unit, such alarm system must be compatible with the security of the Township. The HOA will have signed a Service Level Agreement with an "external" reaction service, the homeowners must use the same reaction service as the HOA.
- 3.14. The Township will be manned 24 hours a day by such security personnel as the HOA determine. The Estate will be patrolled on a random basis by security guards.
- 3.15. Security in conjunction with the residents along the electrified boundary shall keep the fence clear of any vegetation. Residents shall advise visitors of the dangers pertaining to such electric fences. Owners on the properties bordering on the Estate boundary are to ensure that an area of at least 1.5 meters wide is available on the inside of the boundary for the HOA or its employees to have access or inspections and/or carrying out repairs to electric fences and so forth.
- 3.16. No resident is allowed to have a night watchman on his premises during or after building operations.
- 3.17. Residents are obliged to furnish details of persons temporarily occupying their premises during their own absence.
- 3.18. No resident may issue instructions to or countermand the standing instructions issued to the security personnel.
- 3.19. Visitors to the Township must produce a valid driver's license or valid South African ID or passport for access to the Township, failing which such visitors may be refused entry.
- 3.20. No resident shall make or be party to a false alarm.

4. ANIMALS AND PETS

- 4.1. No domesticated wild animals shall be kept on the Estate. No poultry, racing pigeons, wild animals or livestock shall be permitted in the Township. The local bylaws relating to pets are applicable and will be strictly enforced.
- 4.2. All domestic animals are to be kept and retained within the erf boundaries. All stray/unaccompanied domestic animals found outside residential erf boundaries will be removed from the Estate at the cost of its owner.
- 4.3. Domestic animals shall only be kept with the written approval of the Association. Members must take all reasonable precautions and if required by the Association erect a suitable enclosure that conforms to the Architectural Guidelines and Controls to prevent

the domestic animals from straying. No more than two dogs and two cats will be allowed on each property.

- 4.4. Domestic animals shall at all times be restrained by means of a leash or similar device when accompanied by Members onto any of the open space trail systems and/or parks.
- 4.5. Cats shall wear bells carried around their necks to alert birds to their presence.
- 4.6. All domestic animals shall be tagged and display the Member's name and telephone number.
- 4.7. In the event of any domestic animal being introduced onto Avianto Residential Estate without prior Approval, the Association may call on the owner of the animal to remove it forthwith and should the owner of the animal concerned fail, refuse or neglect to do so, the Association may impose penalties on the relevant Member or may procure the animal's removal from the Estate and recover any costs so incurred from the Member concerned, without prejudice to its rights to recover any penalty imposed on such Member.
- 4.8. Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties on the Member concerned and/or procure its removal from the Estate and recover any costs so incurred from such Member concerned, without prejudice to its rights to recover any penalty imposed.
- 4.9. In all cases, when on the Common Areas should dogs cause a mess or cause damage to the Association's property, the dog's owner shall forthwith remove the mess or repair the damage as the case may be. Should the dog's owner fail to remove the mess or repair the damage caused, the Association shall be entitled to have such mess removed or repaired and to recover such cost or damages from the Member concerned.
- 4.10. Only 1 outside aviary is permitted ,Size 1.5m X1.5m max & 2 birds max per erf
- 4.11. The Association will only consider complaints about pets when done so in writing.

5. TRAFFIC, PEDESTRIANS AND PARKING

- 5.1. Motorised vehicles, including golf carts, motorbikes and scooters, shall be driven on the Estate roads by persons who hold a valid current driver's licence which would permit them to drive that vehicle on a public road within the Republic of South Africa. None of the above mentioned vehicles will be allowed in parks, on sidewalks or pedestrian pathways, except for maintenance vehicles authorised by the HOA.
- 5.2. No unlicensed vehicle or vehicle that is not roadworthy is allowed to be present on any road of the Estate.
- 5.3. No quad bikes will be allowed to be driven anywhere in the Township.
- 5.4. No person shall drive any vehicle on any road within the Estate at a speed in excess of 40 km per hour.
- 5.5. Pedestrians, animals, birds and wild life shall at all times have the right of way within the Estate. Vehicles shall be brought to a standstill whenever necessary. Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety and ensure that they do not play or otherwise occupy the streets.

- 5.6. No person shall store any motor vehicle, golf carts, caravan, boat or the like on the Estate except in a structure built for this purpose approved in writing by the Architectural Review Committee. None of the above shall be left overnight on any road.
- 5.7. No helicopters or any means of aerial conveyance may be landed at any place on the Estate without the written authority of the Association.
- 5.8. Parking in streets and obstruction of traffic is prohibited. Parking on any neighbouring property, sidewalk or island is strictly prohibited.
- 5.9. Only electric powered golf carts are permitted in the Estate. All golf carts must carry a permit and number issued by the Estate Manager to clearly identify ownership and thus responsibility.

6. OPEN/PUBLIC AREAS, RIVERS AND DAMS

- 6.1. No persons shall do anything that detrimentally affects the amenities and/or unreasonably interfere with the use and enjoyment of the Common Area by others. Members and their residents are urged to leave any natural or communal open space visited at least as clean as it was found. Residents to pick up and dispose of any litter encountered in such open space, failing which a fine may be imposed.
- 6.2. No camping shall be permitted. Picnicking shall only be allowed at such places set aside for that purpose by the Association.
- 6.3. No fire shall be lit on the Estate except in such places as may be designed for the purpose by the Association or in an approved and a properly constructed fireplace or barbecue.
- 6.4. Swimming pool, fish pond or fountain water may not be emptied into any communal area, neighbouring properties or into the municipal sewer system but shall be appropriately channelled into the storm water drainage system.
- 6.5. No persons shall launch any boat or craft of any description, powered by a motor or otherwise, on any dam/river/stream on the Estate without the written permission of the Association.
- 6.6. No water sport (scuba diving, fishing, spear fishing, wind surfing, etc.) is permitted on dams/rivers/streams and no person shall enter any dam/river/stream on the Estate without the written permission of the Association.
- 6.7. No domestic animal shall be allowed to enter any dam/river/stream.
- 6.8. No person shall pollute or permit the pollution of any dams/river/streams within the Estate by any substance that may in any manner be injurious to plant, animal or birdlife, or which may in any way be unsightly.
- 6.9. No person shall discard any litter or any article of any nature whatsoever in any dam/river/stream/communal area on the Estate.
- 6.10. Members, their guests and/or their invitees may only use the facilities such as picnic areas, children's play areas and walking trails subject to the rules and regulations imposed by the Homeowners Association.
- 6.11. Members, members of their household, guests and or invitees who enter the Common Area, do so at their own risk at all times.

- 6.12. No person shall permit their domestic animals to walk without supervision on the Common Area as prescribes in clause 4.4.
- 6.13. Children under 6 years of age may not enter the Common Area unless accompanied by an adult.
- 6.14. No member shall use or conduct himself upon such open space within the Development in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof. Consumption of alcohol is prohibited in communal areas.
- 6.15. No member shall use any open space within the Development in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons in the Development.
- 6.16. No trail or path in the open space shall be used, except by pedestrians, unless specifically designated for some other use by the Association.
- 6.17. For purposes of Section 6.1 to 7.10 above, 'open spaces' shall mean any area in the development not covered by a building owned and controlled by the Homeowners Association.

7. LANDSCAPING, SIDEWALKS AND ENVIRONMENT

- 7.1. Members are required to keep the exterior of their dwellings in a good state of repair and their erven tidy. Gardens must be kept clean and weed free. Should a dwelling fall into a state of disrepair, or should an erf become unsightly, the Association shall call upon such Member to rectify the situation, detailing what remedies are required and giving the Member a reasonable period of commencement and completion.
- 7.2. Every owner is obliged to at their own cost plant, maintain, water, trim, manicure and keep clean the area between the road kerb and the boundary of the property. Garden fences and walls form part of the streetscape and shall be maintained and kept clean and done in accordance with the estate landscaping plan. Should this area be defined as common/greenbelt area, the HOA has a Master Landscaping plan, and this area will be landscaped and maintained accordingly by the HOA after all building is completed. Should the owner have a pedestrian gate leading to their house through the common area, this pathway should be done with natural stepping stones using the shortest most direct route. Prior to the pathway being done, it should be discussed and approved by the HOA.
- 7.3. Fauna of any nature shall not be chased, trapped, harmed or interfered with in anyway whatsoever.
- 7.4. Vacant Units must be kept clean and tidy. Owners are responsible to forthwith remove the rubble dumped on their erven even if dumped by others. Grass shall be cut on a regular basis to the satisfaction of the Association.
- 7.5. No slaughtering of animals or butchery activities may be carried out in the Township.
- 7.6. Residents shall ensure that declared noxious flora are not planted or allowed to grow in their gardens, and in any event of uncertainty, are requested to confirm the status of any plant with the Association.
- 7.7. Should an owner or occupant fail to comply with any of the above rules, the Association is entitled to do the necessary work and claim the payment of its expenditure from the owner or occupant together with interest at the agreed interest rate. Furthermore, the

Estate Manager is entitled to impose a reasonable fine should an owner or occupant fail to comply with these rules.

- 7.8. No member shall anywhere in the Development disturb, harm, destroy or collect any plant material whether living or dead, save with the consent of, or on the instructions of the Association. No member shall, unless authorized thereto by the Managing Agent or the Association, pick or plant any flowers or plants in the Development and, in particular, around the various properties.
- 7.9. No member shall indulge in gardening or landscaping upon common property in the development.. Refer to the Landscaping Guideline for further information.
- 7.10. Subject to any law including, without affecting the generality of the foregoing, any regulation made in terms of the Environment Conservation Act No. 73 of 1989, or any permit granted under or in terms of the said Act, or the Environment Conservation Act No. 100 of 1982, the Association shall be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural flora and fauna, and no member shall enter any such area without the consent of the Association.

8. GOOD NEIGHBOURLYNESS

8.1. Washing and refuse

- All clothing, household linen or washing of any nature, shall be adequately screened from view and may only be placed in a drying yard or such other area designed for such purpose.
- The garden service will remove basic garden refuse (grass, leaves) but NO stone, sand, soils or large garden refuse, this will be the responsibility of the resident.
- Residents will comply strictly with official or HOA time tables and/or prescriptions for refuse removal from the property and will place their refuse containers in demarcated areas for removal during indicated times. Refuse containers will not be placed on such areas an unreasonable time before the removal times. Refuse bins must be removed from sight as soon as possible after collection of the refuse on the same day.
- No garden or other refuse or rubble may be dumped on any empty stand or open space. The HOA may levy a fine up to R2000-00 per incident for the breach of this rule as well as recovering costs of removal.
- Refuse may never be burnt
- The HOA intends to introduce measures to recycle household waste. Residents will comply with such measures which will include the separation of waste into separate containers.

8.2. Noise

- No person shall make or cause any unacceptable disturbance or excessive or undue noise which constitutes a nuisance to other persons. In particular but not limited to:
 - Burglar alarms must comply with any regulations which the Association may institute from time to time.
 - All vehicles, but particularly motorcycles, must be efficiently silenced.
 - Swimming pool pumps, swimming pool heating appliances, cold storage rooms, water features and any motorised equipment shall be placed and installed in such a way that it will not cause any noise or nuisance to neighbouring and/or other Members or residents. Where such noise or

nuisance is caused the Association shall have the right to do whatever it deems fit to rectify the situation

- No generators will be allowed on the estate. Should an owner have a specific reason to install a generator, application should be made to the HOA.
 - The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbours may only happen between the following hours:
 - (a) On Mondays to Saturdays: 07h00-18h00 and
 - (b) On Sundays and Public Holidays only between 08h00-12h00.
- The volume of music and electronic instruments and other sources of noise, partying and activities of domestic workers should be restricted to a level and should take place in such a manner and at such times and at such place as not to be heard on adjoining properties.

8.3. General

- Members shall at all times conduct themselves with due consideration and regard for the comfort and quality of life of all owners on the development and shall not do anything which adversely impacts thereon.
- In order to maintain the residential nature of the estate, no Member or tenant shall accommodate nor allow to be accommodated more than the maximum number of persons permitted to occupy such residence:

-	1 bedroom unit	3 persons
-	2 bedroom unit	5 persons
-	3 bedroom unit	8 persons
-	4 bedroom unit	10 persons
-	5 bedroom unit	12 persons
- Whenever the Association receives a written complaint from a Member, duly signed by such complainant, relating to unacceptable behaviour or conduct in contravention or in breach of these Rules and/or the Memorandum of Incorporation of the Avianto Homeowners' Association, the Association shall investigate such complaint and take appropriate steps to stop such behaviour or breach within the scope of these House Rules and the Memorandum of Incorporation of the Avianto Homeowners' Association.
- Garden and other floodlights shall be adequately screened as not to cause a discomfort or any nuisance to neighbouring and/or other members/residents.
- No vandalism of whatsoever nature shall be tolerated.
- Members shall ensure that their employees (including but not limited to domestic workers, gardeners and au-pairs) do not loiter in the Township, particularly at the gates, road circles, in streets, on pavements and in the parks etc.
- Caravans, trailers, boats, equipment, tools, engines, and vehicle parts and the like as well as any accommodation for pets shall be out of view and totally screened from any street.
- No industrial and/or commercial vehicles may be parked or stored in the Township unless completely screened on own property.
- No fireworks may be set off within the boundaries of the Estate. Except insofar as the discharge of firearms might be linked to some authorized sporting activity within the Development, no member shall anywhere in this Development discharge any air gun or firearm.

- Maintenance and/or work done to vehicles must be conducted out of sight from streets and neighbours and shall not cause any disturbance to neighbours. The same applies to servicing of and/or maintenance of any other internal combustion engine, aircraft, boat and the like.

8.4. Business Rights

- No activity may be conducted which conflicts with the prevailing Mogale Town planning legislation regarding residential erven.
- No business may be conducted from properties within the Estate without prior permission from the Chairman of the HOA. The Estate Manager does not have authority to allow or approve such business activities. An owner wishing to conduct business from his property must apply via the Estate manager to the Chairman of the HOA. The Chairman's decision in this regard will be final and binding and not subject to appeal.
- A Member conducting business from a home office may not employ more than two employees. Vehicles of both the employees and visitors to the home office must be accommodated on the premises and shall not be allowed to park on the sidewalks and/or in the street. In the event of failure to comply with these conditions, the Association will instruct the Member and/or Tenant concerned to cease the business operations from home.
- No door to door canvassing or selling is permitted on the Estate.
- The following criteria will be considered in an application:
 - Whether the business will probably cause an undue increase in the number of vehicles in the Estate
 - Whether the business will generate undue noise
 - Whether the business will have an adverse effect on neighbouring properties
 - Whether the business will probably lead to an increase in criminal activities
 - Whether the business will be beneficial to the general character and nature of the Estate
 - Whether the business will require additional construction work to be carried out on the property and what the effect will be on the neighbours.
 - Whether the owners of the neighbouring properties favour the application or not
 - Whether adequate parking will be available
 - Such other matters as the board may consider relevant
 - It is recorded that no guesthouse will be allowed

9. RULES RELATING TO BUILDING, CONSTRUCTION AND DESIGN

- 9.1. The subject matter is dealt with in detail in the Architectural Guidelines and Contractors Code of Conduct.
- 9.2. No building and/or any permanent structure may be constructed on the Property unless it conforms to the Architectural / Aesthetical Guidelines and Design Manual and such other provisions as may be promulgated in terms of the Memorandum of Incorporation of the Avianto Homeowners' Association from time to time. See Architectural Guidelines for further information.
- 9.3. Should a vacant stand situated in the Township be sold by the developer, the agreement of sale shall stipulate that the purchaser or any subsequent purchaser, shall be obliged to, and undertakes to, complete construction of any dwelling thereon as follows:

Drift 8 - any sale agreements for Drift 8 signed after September 2015 but before 31 Aug 2017 must complete building by the 1st of March 2019.

Any purchases directly from the developer after 31 Aug 2017 on Drift 8 will always have 18 Months from date of transfer to complete building.

Drift 7 - any sale agreements for Drift 7 signed before 31 March 2018 must complete building by the 1st of October 2019.

Any purchases directly from the developer after 31 March 2018 on Drift 7 will always have 18 months from date of transfer to complete building.

Should an owner fail to complete building in this timeframe, penalties will apply as stated in the MOI. Construction must be completed within 12 months from date of commencement and exceeding this time limit will also attract monthly penalties - see schedule of penalties.

- 9.4. No person shall sink a well, drill a borehole or extract subterranean water from a unit.
- 9.5. No advertisement boards will be allowed on the Estate or on the perimeter wall of the Estate or to the Entrance of the Estate.
- 9.6. Name boards placed outside the properties must 1st be approved by the Estate Manager. It is agreed that such boards will be neat and conservative. The Estate Manager will have discretion with regard to the size and format of the board and also the material used.
- 9.7. Where a dwelling on a Unit has been completed, and such dwelling remains unoccupied for more than a month, the Member concerned shall ensure that the dwelling is properly locked, ensure pool safety and maintenance, properly control electrical and water services and properly maintain the garden and the pavement. Failure to comply with the foregoing may at the discretion of the Association lead to a penalty being imposed, and should it lead to the Association appointing a contractor to rectify the situation, the Member concerned will be responsible for all costs in this regard.
- 9.8. In the case of dwellings on Units that have not been completed, the Association may at any time assess the situation on the Unit from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty and/or appoint a contractor to remedy any discrepancies identified in the assessed situation to ensure compliance with the rules. The Member concerned will be responsible for all costs in this regard.

10. LEVIES

- 10.1. Any amount due by a Member by way of a levy shall be a debt due by him to the ASSOCIATION. The obligation of a Member to pay a levy shall terminate upon his ceasing to be a Registered Owner, save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a Registered Owner. No levies paid by a Member shall under any circumstances be repayable by the ASSOCIATION upon his ceasing to be a Member. A Member's successor-in-title to an Erf shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that Erf to pay the levy attributable to that Erf. No member shall be able to transfer his erf to any transferee until the HOA shall have certified in writing that the outgoing member has at the date of transfer paid all amounts owing by him to the HOA, including forced sales (not only in respect of levies).
- 10.2. The monthly amount levied by the HOA will be sufficient to cover the total operating costs of the Association which will include but not be limited to the cost of and pertaining to:

- (a) Electricity/gas and water consumed in respect of common areas;
- (b) The operation of security fences, walls and entrances;
- (c) Maintenance, reparation and replacement of and payment of rates and taxes in respect of property belonging to the HOA, such as the erven on which the entrances are situated and the improvements on them;
- (d) Maintenance, reparation and replacement of security walls/fences and the employment of security personnel;
- (e) Any other expenses payable in maintaining public areas
- (f) The cost of maintaining the engineering and other services in the Estate;
- (g) Fees relating to the management of the HOA and the Estate
- (h) And for such other purposes as the Memorandum of the HOA may prescribe

The DIRECTORS shall estimate the amount which shall be required by the ASSOCIATION to meet the aforesaid expenses during each operational year or any portion thereof, together with the estimated deficiency, if any, as may have resulted from the preceding operational year or portion thereof, and shall impose a levy upon the Registered Owners, equal as nearly as is reasonably practical to such estimated amount. The DIRECTORS may include in such levies an amount to be held in reserve to meet any anticipated future expenditure not of an annual nature, such expenses to be incurred for the Development. Every such levy shall be payable monthly on the first day of every month.

- 10.3. It is specifically recorded that any arrear levies shall bear interest at prime overdraft rate plus 3% (THREE PER CENTUM) per annum compounded monthly in advance which shall become immediately due and payable, subject to the terms and provisions of the National Credit Act
- 10.4. No Member shall be entitled to any of the privileges of membership, unless and until he shall have paid every subscription and other sum (if any) which shall be due and payable to the ASSOCIATION in respect of his membership thereof.
- 10.5. The HOA is entitled to publish the names of members whose levies are in arrears.

11. PROPERTY TRANSACTIONS LETTING, RESALE AND OCCUPATION BY MEMBERS' GUESTS OF PROPERTIES

- 11.1 Estate agents must be registered with the HOA, and estate agents must notify the HOA if they are contracted by an owner in the re-sale or letting of any property at Avianto Residential Estate, Le Jardin.
- 11.2. Such agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever and they must personally accompany prospective buyers or tenants onto the property. The agent must also supply a list of names and telephone numbers of all agents and Employees active in the Estate.
- 11.3. An agent will be registered only after signing an agreement with the Association that such agent will abide by stipulated procedures applicable to the sale or letting of property on the Estate, and in particular will make any buyer aware of the House Rules, Memorandum of Incorporation of the Homeowners' Association, building deadlines and any other relevant considerations applicable to ownership or occupancy. Any document prepared by the agent containing an offer of sale or an offer to purchase must include all conditions applicable to the Estate including but not limited to these Rules and regulations, Architectural Guidelines, MOI, Conditions of Establishment and the Environmental Management Plan. The agent will also pay the fees determined by the Association from time to time.

- 11.4. When a member personally sells or lets his property, the provisions of 11.1 and 11.2 will apply to him.
- 11.5. Tenants to whom properties are let or leased are obligated to abide by all of the House Rules, regulations and requirements of the Memorandum of Incorporation of the Avianto Homeowners' Association. The Member is obliged to supply the tenants with copies of the Memorandum of Incorporation and copy of the Rules of the Avianto Homeowners' Association. The owner of the property will remain responsible under all the House Rules and are to ensure that all tenants are compliant with all the rules and regulations of the Estate. The Member shall be held liable for any breach of the Rules, as well as the penalties imposed.
- 11.6. Members or their agents are required to give the Association prior notice of any tenants or guests who are to occupy the Member's property in the absence of the Member. This may be done in writing to the office of the Association and giving the name of the tenants or guests and the dates of their occupancy. In the case of tenants, the tenants will be obliged to register at the offices of the Association within one working day of arrival, and to sign a declaration that they are acquainted with the House Rules and Memorandum of Incorporation of the Avianto Homeowners' Association and accept it as binding to them.
- 11.7. Prior to the Transfer of any erf (or sectional title unit) to a successor in title a Member shall obtain a certificate from the Association that confirms that:
- (a) no levies, fines and/or penalties are due to the Association; and
 - (b) that, to the best of the knowledge of the Association, such Member is not in breach of any of the provisions of the Memorandum Of Incorporation of the Avianto Homeowners' Association, and/or these House Rules;

12. RULES RELATING TO PENALTIES AND CHARGES

- 12.1. Any person who in the opinion of the Association contravenes or fails to comply with any provision of the Memorandum of Incorporation of the Avianto Homeowners' Association, these House Rules, or any conditions imposed by or directions given in terms of the House Rules, shall be deemed to have breached these House Rules and in such event;
- The Estate Manager is the primary enforcement agent who will operate with delegated levels of authority from the HOA.
 - In the event of dissatisfaction with any decision of the Estate Manager, the line of appeal is to the Chairman of the HOA whose decision is final.
 - The principles of natural justice and equity will apply to all cases.
 - In cases of dispute between homeowners and Estate manager, the Chairman of the HOA will act as arbitrator and whose decision would be final.
- 12.2. subject to 12.1., the Estate Manager shall furnish the offender with a written notice calling on him to remedy or rectify such breach or failure within a specified period, which period shall be reasonable in the circumstances;
- 12.3. if the breach or failure is not remedied or rectified within the specified period, then the Estate Manager may impose a penalty on the offender in terms of the Schedule of transgressions and penalties as amended by the Directors from time to time;
- 12.4. In the event of an owner or occupant failing to comply with any of the rules in the sense that they fail to carry out the work or to have it done, then the Association, albeit through the Estate Manager or any other representative, will be entitled to carry out the necessary work and to claim payment for its expenditure from the owner or other occupant together with interest rate and management fee.

- 12.5. Should the Directors impose a penalty in respect of any transgression and where the defaulting party is a Member, such penalty shall form part of the levy as provided in the MOI.
- 12.6. In the event of an imposition of a penalty and where the defaulted party is not a Member, such penalty shall be payable on demand.
- 12.7. In the event of repeated breaches of a particular Rule by a Member, the Directors shall be entitled, but not obliged, to escalate the penalties which may be imposed in respect of such breach in terms of the Schedule on each and every occasion the breach re-occurs.
- 12.8. The decision of the Directors with regards to the enforcing of the rules and the imposition of any sanctions in terms of these disciplinary rules shall be final and binding.
- 12.9. In the event of breach by anyone of a Member's household, employees, invitees, guests and tenants, then member shall be liable for the payment of any fines imposed.
- 12.10. In the event of a breach by a tenant, a member of the tenant's household or employees, invitees or guests of the tenant, the Association may, in addition to the imposition of any fine or other penalty, bar such person access to the Estate.
- 12.11. Should a Member fail or refuse to comply with these House Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the Member any costs incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.
- 12.12. In the event that it becomes necessary for the Association to proceed against the member by ordinary civil process, then in such an event the member shall be obliged to pay all legal costs and collection commission incurred by the Association as between attorney and own client.

13. DISPUTE RESOLUTION

If the offender disputes that he has breached or failed to comply with the rules, then refer to Dispute resolution as stated in the Memorandum of Incorporation.

14. INDEMNITY

The residents' use of open spaces is at all times entirely at their own risk. Every member of the HOA hereby waives any right he may obtain against the HOA to claim any loss or damage suffered by virtue of damage to or loss of property or the personal injury or death of the member or his family or invitees occasioned while anywhere in the Estate. Every member hereby identifies the HOA against any such claim made by the member's spouse, child, parent, servant, guest, invitee or tenant. This indemnity will extend to damage or injury caused by domestic animals owned by any member of the HOA.

15. OTHER

The owner or other permanent occupant (such as a lessee) of a property in the township will be deemed in to be in breach of a provision of these rules if such rule is breached by any party who occupies or visits the property through the owner.

Schedule of Transgressions and Penalties

(This schedule is a guideline, amended from time to time, with additions and deletions as deemed necessary by the Directors)			
DESCRIPTION OF TRANSGRESSION	1st offence	2nd offence	3rd offence
Road/Traffic			
Speeding, reckless and negligent driving, drunken driving	See note below		
Skipping stop signs and the disobeying the Road Traffic Ordinance	See note below		
Driving without a licence: any engine powered vehicles	See note below		
Driving of quad bikes anywhere in the Township	See note below		
Driving a vehicle in an off limits area	See note below		
Disturbing the peace			
Being the reason or creating a public nuisance	R500-00	R1000-00	R15000-00
Noise generated by music, electronic instruments, mechanical and/or electrical equipment, partying and the activities of residents and their employees.	R500-00	R1000-00	R15000-00
Noisy vehicles and/or the use of vehicles and motor cycles with noisy exhaust systems	R500-00	R1000-00	R15000-00
Security			
Unauthorised use of access control system	See note below		
Unauthorised entry into the Township by any person	See note below		
Residents illegally bringing any form of labour into the Township without following the correct procedures and getting the permits.	R1500-00 p.p		
Residents allowing anybody into the Township without following the correct procedure	R1500-00 p.p		
Tailgating i.e. gaining unauthorised access into the Township by slipping under the boom which was raised to allow access to the previous person	R1500-00 p.p		
False alarms	No penalty	No penalty	R500-00
Pets			
Barking dogs	R500-00	R1000-00	R1500-00
Pets becoming a nuisance in the Township	R500-00	R1000-00	R1500-00
Pets roaming the streets	R500-00	R1000-00	R1500-00
Dogs not on a leash	R500-00	R1000-00	R1500-00
Keeping more than two dogs and two cats without written approval from the Association or any pet contrary to the Rules	R500-00 p/pet p/month		
Dogs swimming in dams and public features	R500-00	R1000-00	R1500-00
Not removing pet excrement	R500-00	R1000-00	R1500-00
Contractors			
Contractors working outside permitted times	R2000-00	R3000-00	R4000-00

Contractors may not leave their specified building site on foot under any circumstances. Contractor workers shall be transported to and from building sites by main contractor	R500-00	R1000-00	R2000-00
Contractors not having a chemical toilet on site and a skip	R2000-00	R3000-00	R4000-00
Contractors not keeping their sites clean, tidy and screened.	R2000-00	R3000-00	R4000-00
Lighting of fires including gas braais anywhere in the Township for any purpose whatsoever except by owners/residents who have taken occupation of the property with specific provisions for such amenities	R2000-00	R3000-00	R4000-00
Environment			
Illegal dumping by residents and contractors. No rubble, refuse or building material shall be dumped or discarded anywhere in the Township	See note below		
Littering (by any person in the Township)	R500-00	R1000-00	R1500-00
Burning of rubbish in the Township	R2000-00	R3000-00	R4000-00
Fauna and Flora may not be chased, trapped, harmed, removed or interfered with or harassed in any way	See note below		
Advertising the sale of goods on the Township	R1000-00	R1500-00	R2000-00
Dwelling unoccupied or incomplete for more than one month where property security, pool safety and maintenance are not complied with	R2000-00 p/m	R5000-00 from month 6	
Illegal connections of water resulting in surcharge of the sewerage system	R5000-00		
Refusal to permit access for inspection to effluent compliance with sewerage and storm water rules	R1000-00	R2000-00	R3000-00
General			
Unauthorised swimming or boating in the dams	R500-00	R1000-00	R1500-00
Consumption of alcohol in natural/communal areas	R500-00	R1000-00	R1500-00
Neglected gardens or sidewalks	R1000-00	R1500-00	R2000-00
Depositing water on estate gardens, communal areas and/or neighbouring properties	R500-00	R1000-00	R1500-00
Use of fireworks in the estate	R4000-00 see note below		
Vandalism of private and/or public property	See note below		
Subletting of Units in contravention of Rules	R3000-00 p/month		
Failure to cease business operations from home on instruction from the Association	R1000-00	See note below	
Building work			
Failure to complete within 12 months from commencement(per month)	Double levies	3 x times the monthly levies	4 x times the monthly levies
Failure to complete building in time	See MOI		
Non-compliance with building and architectural guidelines (per month)	R2000-00	R5000-00 from 3rd month	
Building without approval plans (per month)	Building work will be stopped		
Illegal wendy houses (per month)	R2000-00	R5000-00 from 3rd month	

Damage to or destruction of property

Rectification; repair or re-instatement costs will be levied. The offender will be given a period of time to effect the required rectification; repair or re-instatement whereafter the Estate Manager will do so and will levy the consequent cost plus a management fee against the offenders monthly levy account

Road/traffic transgressions

The Association has the right to introduce and enforce payment of penalties against transgressions and/or, to report transgressors to the authorities.

Any transgression whether indicated as carrying a penalty or fine or not may also be subject to the imposition of a penalty by the Association of at least R500-00

Other transgressions

The Association has the right to introduce and enforce the payment of penalties against the transgressors, and any transgression, whether indicated as carrying a penalty or not will be subject to the imposition of a penalty by the Association of at least R500-00.

Persistent transgressions

Persistent transgressions may result in higher penalties and/or legal action