



## **LELOKO HARTBESPOORTDAM ASSOCIATION NPC**

### **LELOKO ESTATE: CONDUCT RULES**

*the Estate Conduct Rules as adopted at a Board of Directors' meeting*

*held on 25 April 2014 and to replace and supercede any previous*

*Conduct Rules in respect of the conduct by members*

*of the Leloko Hartbeespoortdam Association NPC*

*(Revised October 2014)*

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## 1 INTRODUCTION

- 1.1 The purpose of these Conduct Rules is to protect and advance the safe, tranquil and aesthetically pleasing lifestyle that members elected to pursue by investing in Leloko Eco-Estate.
- 1.2 Through these Conduct Rules the Leloko Hartbeespoortdam Association NPC wishes among other things to ensure acceptable aesthetic, architectural, building, maintenance and environmental standards, the safety of members and tenants and that members and tenants at all times act responsibly toward the estate and each other.
- 1.3 A responsible lifestyle calls for certain restraints and consideration of the rights and privileges of others therefore the Conduct Rules include the enforcement measures required to support 'responsible living'.

## 2 DEFINITIONS AND INTERPRETATION

- 2.1 In these Conduct Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Memorandum of Incorporation of the Leloko Hartbeespoortdam Association NPC bear the same meaning in these Conduct Rules as in the said Memorandum of Incorporation and the Annexures to these Conduct Rules are part of the Conduct Rules.

- 2.2 In these Conduct Rules the following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them:

**"accredited agent"** means an agent registered with the Leloko HOA;

**"day"** means all weekdays including Saturdays, Sundays and public holidays;

**"Estate Administrator"** means the person employed and mandated by the HOA to manage the Estate on a daily basis and ensure compliance with the Rules and other Governing Documents; which person reports to the Board of the HOA and can be contacted at [admin@lelokohoa.co.za](mailto:admin@lelokohoa.co.za) ;

**"Governing Documents"** refers to the Architectural Guidelines, the Procedures for Building and Building Contractors, the Estate Agencies and Agents Policy and any other policy documents from time to time made and adopted by the Board of the HOA in order to give effect to the Memorandum and the Rules; which governing documents are an integral part of the Rules and, as applicable, binding on members and residents and available from the HOA.

**"HOA office"** means the office situated at 4 Chestnut Grove, Megan Street, Leloko Lifestyle Estate;

**"Management"** means the management staff of the HOA including the estate administrator and other staff as may be permanently appointed by the Board or any other person designated by the Board of the HOA to act on its behalf in a management capacity;

**"member"** means a member of the HOA as a registered owner of any erf or unit located on the Estate;

**"Memorandum"** means the Memorandum of Incorporation of the HOA;

**"month"** means a period of thirty days;

**"open spaces"** means the general areas including but not limited to the entrance, landscape areas, private streets, street lights, pavements, kerbs, sidewalks, traffic islands and road reserve, security houses owned or used by the Company and other amenities;

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**“pets”** means dogs, cats and other domestic animals and excludes livestock, poultry or pets that may be classified as “exotic;

**“resident”** means any bona fide occupant of a dwelling located within the Estate whether a current tenant or a registered owner;

**“the Board”** means the board of directors of the Leloko HOA;

**“the Developer”** means ProjectProp (Pty) Ltd, registration number 2004/021553/07 or its successor in title or function;

**“the Estate”** means the Leloko Lifestyle Eco-Estate, Kosmos extensions 7, 8 and 9.

**“the HOA”** means Leloko Hartbeespoortdam Association NPC, registration number 2005/021735/08;

**“the Rules”** means these Conduct Rules made by the Board from time to time;

- 2.3 Unless the context otherwise indicates, any words importing the singular shall also include the plural and vice versa, words importing any one gender shall include the other and words importing persons shall include bodies corporate.

### 3 LEGAL STATUS

- 3.1 The rules have been established and are enforceable in terms of the Memorandum of Incorporation of the HOA.
- 3.2 Where there is a conflict between the Rules and the Memorandum, the Memorandum shall prevail and where there is a conflict between the Rules and any of the Governing Documents, the Rules shall prevail.
- 3.3 In accordance with the powers vested in the Board as per the Memorandum, the Board is entitled to, from time to time, add to, amend or repeal the Rules as deemed necessary to protect the interests of the HOA, the common interests of residents and the integrity of the Estate as a whole.

### 4 OBLIGATIONS AND LIABILITIES

- 4.1 All members and residents are responsible for ensuring that members of their households, tenants, visitors, invitees, employees, contractors which include sub-contractors and service providers, agents, trade persons, suppliers and delivery persons, are aware of and abide by the Rules.
- 4.2 In the event of a breach of a rule by a resident, members of his household, tenants, visitors, invitees, employees, contractors which include sub-contractors and service providers, agents, trade persons, suppliers and delivery persons, the Board of the HOA shall have the right (without notice should the Board in their discretion deem that no notice is warranted by or reasonably possible under the circumstances) to take such action as it deems fit against the defaulting resident as if the breach has been committed by the resident himself, including but not limited to:
- 4.2.1 remedying the breach at the resident’s cost; and/or
  - 4.2.2 imposing a fine deemed appropriate by the Board; and/or
  - 4.2.3 instituting legal proceedings against the resident; and/or

- 4.2.4 denying or restricting the resident and/or members of his household, tenants, visitors, invitees, employees, contractors including sub-contractors and service providers, agents, trade persons, suppliers or delivery persons or any other person related to the resident, access to the Estate.
- 4.3 Clause 4.2 applies *mutatis mutandis* to members who are non-residents.
- 4.4 A list of transgressions and suitable fines are set out in the Schedule of Fines attached hereto as Annexure 1. Due to the variability of the context, seriousness and complexity of different transgressions, the list of transgressions and fines is a non-inclusive, non-exhaustive guideline which the HOA shall in its discretion apply having regard to the circumstances of each transgression and/or repetitive transgression.

## 5 LEVIES

- 5.1. The levies as categorised in the Memorandum, are payable in advance prior to or on the 1<sup>st</sup> day of the calendar month to which it applies and interest is payable on arrears. Levies may not be withheld for any reason whatsoever. Members who jointly own a property in the Estate are jointly and severally liable for levies.
- 5.2. In the event of default of payment of levies, the HOA shall be entitled, in addition to any other rights it has in law, to take such action against the defaulting resident as may be resolved upon.
- 5.3. Members are encouraged to arrange for levies to be paid via a stop order or electronic transfer to the management agents of the HOA. Contact Johanette Venter at Du Preez Accountants, [johanette@dpaccountants.co.za](mailto:johanette@dpaccountants.co.za), (012) 244 3003 in this regard.

## 6 SECURITY

- 6.1 The safety of residents and the Estate in general is of paramount importance to the HOA. Residents shall at all times co-operate with the security firm employed by the HOA and comply with the security systems, procedures and processes implemented on the Estate.
- 6.2 Security officers shall not be abused nor obstructed from performing their functions.
- 6.3 The Board of the HOA continuously review the security systems and upgrade the security measures in accordance with the requirements of the Estate and technology available. Residents are obliged to comply with any system upgrades which the HOA may deem necessary.
- 6.4 The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of the HOA as set out in the Rules including the attached standard operating procedure of the security services provider.

## 7 ACCESS CONTROL

### 7.1 POINT OF ACCESS

- 7.1.1 No motor vehicles or persons shall enter or leave the Estate at any point other than the entrance gates, except with the consent of the HOA, which consent will only be given in special circumstances.

- 7.1.2 Guest boats, visitors disembarking from boats not licenced with the HOA or visitors disembarking from HOA licensed boats but who have not been granted permission of access to the Estate following the procedure set out in clause 7.3 will not be allowed under any circumstances.

## **7.2 RESIDENTS**

- 7.2.1 For security reasons only residents of the Estate may apply for access disks/biometric access at the HOA security office upon the terms and conditions as determined by the Board.
- 7.2.2 Residents who are not in possession of an electronic access disk or registered for biometric access shall be regarded as visitors and will also be required by security to comply with the Rules for visitor access and departure as set out in clause 7.3.
- 7.2.3 Residents who are in arrears with the general levy or basic services levy as stipulated in the Memorandum, for more than 1 (one) month will be deactivated from whichever access control system is used and be regarded as visitors to the Estate.

## **7.3 VISITORS**

- 7.3.1 Residents are required to advise security at the entrance gate at (012) 207 1556 or 083 282 7721 to admit any person (including a member of his family) to the Estate, giving the name of the person to be admitted and the estimated time of arrival. Failing this, the security officer will, when approached by any person for entry to the Estate, telephone the destination point for instructions. Entry will be refused if the above process cannot be concluded satisfactorily and is also subject to clause 7.6.
- 7.3.2 Non-residential members who wish to visit the Estate with guests must, if the visit will be outside of business hours, obtain the prior permission of the HOA who will advise security or, if the visit takes place within business hours, security will contact the HOA for verification prior to granting access. The member must at all times accompany his guests.
- 7.3.3 If, in case of clauses 7.3.1 and 7.3.2, the number of visitors will exceed 20 at any given time for whichever event, the consent of the HOA must be obtained reasonably prior to the event; which consent will not be unreasonably withheld but may be subject to conditions determined by the Board of the HOA.
- 7.3.4 Non-residential members and non-members 18 (eighteen) years of age and older are required to complete the visitors register and sign the relevant entry document stating that they will abide by the Memorandum, Rules and other Governing Documents of the Leloko HOA before being issued with a 'visitors card'.
- 7.3.5 Visitors will be required to present a valid SA identity document or passport and a valid driver's license to security. Visitors must enter and exit the Estate via the respective visitors' lanes at the entrance gate. No visitors will be allowed to enter the Estate without a 'visitors card' and will be required to submit the signed 'visitors card' to the security officer before being allowed to exit the Estate.
- 7.3.6 Visitors must at all times comply with the instructions of the security officer at the entrance gate and with any other request or instruction that may be given by security or management of the HOA while on the Estate.



## **7.4 EMPLOYEES**

- 7.4.1 Residents who wish to employ permanent staff, i.e. domestic workers, gardeners, etc. must contact the HOA office and follow the required application process prior to conclusion of any employment processes.
- 7.4.2 The HOA reserves the right to do its own security check of such prospective employees before approval of the application and access permission are given.
- 7.4.3 Permanent staff must apply for access disk/biometric access and be registered accordingly. The access disk remains the property of the HOA to be issued on a daily basis at the entrance gate to employees and to be daily returned to security when the employees leave the Estate.
- 7.4.4 Employees must at all times wear the prescribes uniform and on request, must be able to present his/her access card when on the Estate.

## **7.5 PROSPECTIVE BUYERS / TENANTS**

- 7.5.1 Prospective buyers or tenants will only be permitted to enter the Estate if accompanied by an accredited agent or a marketing representative of the Developer as clarified with the HOA. The visitors' procedure as contemplated in clause 7.3 must be followed.
- 7.5.2 Accredited agents or marketing representatives of the Developer are liable for the conduct of prospective buyers/tenants and must ensure that such persons abide by the Rules. Such liability includes any damage to any property on the Estate, whether it be private property or property belonging to the HOA or the Developer, the repair costs of which will immediately be payable by the accredited agent or his/her accredited agency upon invoicing thereof by the HOA.

## **7.6 CONTRACTORS**

- 7.6.1 Contractors which include sub-contractors and any other service providers who render a service or will render a service to any resident or non-residential member or the Developer must be accredited with the HOA as per its prescribed procedure to be allowed to render such service on the Estate. The disc issued by the HOA must at all times be displayed on the inside of the front window of the vehicle.
- 7.6.2 Non-residential members who require access of contractors which include sub-contractors and service providers, agents, trade persons, suppliers and delivery persons to the Estate are required to advise security at the entrance gate at (012) 207 1556 or 083 282 7721. If security is satisfied that the person and the company are accredited with the HOA or such registration is not required, access will be permitted subject to the fulfilment of any other Rules which may be applicable.
- 7.6.3 Heavy delivery vehicles (i.e. vehicles with a gross weight in excess of 10 (ten) tons) are not permitted to enter the Estate without the consent of the HOA.

## **7.7 TAXIS**

- 7.7.1 Taxis may only enter the Estate if the resident concerned has made the required prior arrangements and only the driver and the visitor/s as identified in terms of clause 7.3.1 will be
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issued with a 'visitors card' and allowed access. Any unidentified occupants must exit the vehicle and remain at the entrance gate at a point designated by security.

## **7.8 SCANNING DEVICES**

- 7.8.1 Should the HOA implement scanning devices to support vehicle and/or driver identification, a refusal by any person seeking access to the Estate for whatever purposes to provide such information would entitle security acting on behalf of the HOA to refuse such person entry to the Estate.
- 7.8.2 Any information obtained in this manner would be securely protected from access by third parties.

## **7.9 GENERAL**

- 7.9.1 Under special circumstances and in the discretion of the Board of the HOA, non-residential members and management who are frequent visitors to the Estate may be given access permission by following the procedure contemplated in clause 7.2.1.
- 7.9.2 Security may refuse access to any visitor suspected to be under the influence of alcohol or other substances, where access is not authorised by the resident or otherwise in terms of the Rules.
- 7.9.3 The HOA is entitled to institute additional access control measures in general or under specific circumstances, as it deems necessary to ensure the safety and well-being of residents and the Estate.

## **8 ROADS AND TRAFFIC**

- 8.1 People driving motor vehicles on the Estate must be in possession of a valid driver's license for the type of motor vehicle being driven as stipulated in the National Road Traffic Act, 1996, as amended and its regulations. Motorised vehicles are confined to roads and driveways.
- 8.2 Except for arrival and departure, motor cycles including scooters, mopeds or any other self-propelled vehicles of a similar nature are not permitted to drive on any of the Estate roads whether tarred or gravel. No motor quadrucycles (quad bikes) are permitted on the Estate.
- 8.3 Heavy delivery vehicles (i.e. vehicles with a gross vehicle mass in excess of 10 (ten) tons) are not permitted to enter the Estate without the consent of the HOA.
- 8.4 A speed limit of 30 km/hour and the provisions of applicable road traffic ordinances apply to all roads within the Estate to the extent that users of the Estate's roads shall at all times act as if the Estate's roads are public roads and similarly adhere to any road and traffic signage which the HOA may install.
- 8.5 Notwithstanding the provisions of clause 8.4 the use of golf carts to commute around the Estate is allowed but must at all times be in the control of a licensed driver with no more occupants than the golf cart is designed for. The minimum required license for driving a golf cart is a category "A" license. (A category "A" license applies to a motorcycle with or without a sidecar with an engine capacity exceeding 125cc and the driver being a minimum age of eighteen).

- 8.6 All golf carts must be registered with the HOA and the disc issued by the HOA must at all times be displayed on the golf cart. Golf carts must be quiet, propelled by electric power and in a general good condition.
- 8.7 Any claims whether personal or consequential, that may arise in relation to the use of any motorised vehicles including golf carts on the Estate, will be the sole responsibility of the licensed driver and the registered owner of the vehicle.
- 8.8 Pedestrians and animals shall at all times have the right of way within the Estate.
- 8.9 Residents' cars should generally be parked in their garages and visitors' cars should be confined to the parking bays on the resident's property or use should be made of designated parking bays elsewhere on the Estate but no parking on grass or obstruction of road traffic is allowed.
- 8.10 No helicopters, micro-light planes, para-gliders, parachutists or any means of aerial conveyance are permitted to land any place on the Estate without the prior approval of the HOA.
- 8.11 No spinning or revving of motor vehicles are allowed anywhere on the Estate.

## **9 COMMON PROPERTY, OPEN SPACES AND ENVIRONMENTAL CONTROL**

### **9.1 GENERAL**

- 9.1.1 The HOA has the right and duty to control any activities taking place on or affecting the common property and open spaces and environmental control in general which shall include the erection and maintenance of walls, fences and hedges bordering common property and open spaces.
- 9.1.2 The HOA shall be entitled to prohibit access to any part of the open spaces if such is required to preserve the natural flora and fauna or for maintenance purposes and no person shall enter such prohibited area without the authorisation of the HOA.
- 9.1.3 Where an Environmental Management Plan forms part of the establishment conditions imposed by a competent authority in respect of any area or portion of the Estate, members and residents shall be obliged at all times to observe and adhere to the compliance conditions as laid down by the HOA or the Developer.
- 9.1.4 No person shall do anything that detrimentally impacts on the amenities, flora, fauna or water features of the Estate or unreasonably interferes with the use and enjoyment of the common property by others.

### **9.2 PAVING AND GARDENING**

- 9.2.1 No part of the common property between the road and the boundary of a member's property may be paved except for the portion of 1 (one) driveway and 1 (one) pedestrian crossing per erven which lies between the member's property and the road. The driveway may be paved to a maximum width of 5 (five) meters and the pedestrian crossing to a maximum width of 1 (one) meter.
- 9.2.2 No person shall do any gardening or landscaping on the common property without the express prior written consent of the HOA in regard to the nature and extent of such gardening or landscaping activity.
- 9.2.3 Garden encroachment onto the pavement is not permitted.

9.2.4 No person shall, unless authorised by the HOA to do so, pick or plant any flowers or plants on the common property.

### **9.3 POLLUTION**

9.3.1 No person shall pollute or permit the pollution of the dams or streams within the Estate by any substance which may in any manner be injurious to plant, animal or bird life or which may in any way be unsightly.

9.3.2 No person shall discard any litter or any article or object of any nature whatsoever in the Estate. Usage must be made of the receptacles provided by the HOA.

### **9.4 CAMPING AND PICNICKING**

9.4.1 Camping is not allowed. Picnicking is only allowed at places set aside for this purpose and specifically designated as such by the HOA.

### **9.5 FIRES AND FIREWORKS**

9.5.1 Open fires and the burning of objects including garden refuse are strictly prohibited.

9.5.2 Fires for 'braai' purposes may only be lit in places specifically designated by the HOA and equipped for this purpose or, in respect of private erven, in properly constructed braai or fireplaces.

9.5.3 Fireworks of any nature or extent are strictly prohibited.

9.5.4 Notwithstanding the above, the Developer may prepare and maintain firebreaks if such duty exists in terms of the Estate as contemplated in the National Veld and Forest Fire Act, 1998 or to do 'patch burning' of selected grassland areas if it will have a substantially positive impact on the restoration of the natural ecosystem processes and enhance native biodiversity provided any applicable by-laws or fire-fighting procedures of the Madibeng Local Authority are complied with and it is executed by professional people under severely controlled circumstances to ensure it does not detrimentally impact on animal and birdlife. Residents will be informed thereof reasonably prior to it taking place.

### **9.6 HAZARDOUS SUBSTANCES**

9.6.1 No member or resident shall bring or permit any person to bring any substances into or onto the Estate or permit the storage of any substances on the Estate or in their houses, garages, boat houses or any other structures which may constitute a fire hazard or a threat to the health and safety of any of the residents or which may cause a contamination of the environment.

### **9.7 USE OF FIRE-ARMS AND TRAPPING DEVICES**

9.7.1 No person shall display or discharge a fire-arm, air rifle (pellet gun), crossbow or any similar weapon anywhere on the Estate except in self-defence. Residents who own a fire-arm must ensure they are well versed with the stipulations of the Criminal Procedure Act, 1977.

9.7.2 Residents are obliged to follow the stipulations of the Firearms Control Act, 2000 to ensure the safe-keeping of fire-arms on their property.

9.7.3 Hunting, the trapping of birds and animals and the setting of snares on the Estate are prohibited.

## **9.8 FISHING**

9.8.1 No fishing is permitted at/on the Estate without a valid permit or the prior written consent of the HOA and subject to such terms and conditions as the HOA may impose.

9.8.2 No fishing is permitted from the jetties.

## **10 ARCHITECTURAL RULES, AESTHETIC APPEARANCE AND CONDUCT**

### **10.1 GENERAL**

10.1.1 No building and/or permanent structure may be constructed on any property in the Estate unless it conforms to the Architectural Guidelines and the Procedure for Building and Building Contractors is followed.

10.1.2 The Architectural Guidelines of the HOA set out the full spectrum of the architectural and aesthetic design, construction and installation prescriptions and parameters that members must comply with in addition to any Rules contained in this document.

10.1.3 The Architectural Guidelines is a separate document obtainable from the HOA.

10.1.4 It needs to be recorded that only Ambient Arch Studio architects may be used for the drafting of building plans.

### **10.2 EXTERNAL STRUCTURES, INSTALLATIONS AND APPLIANCES**

10.2.1 Members and residents may not install or erect any external appliances or structures of any nature whatsoever including landscape structures, without obtaining the prior approval of the HOA or as stipulated in the Rules.

10.2.2 All exterior lights must be located in such a position as not to constitute a nuisance to neighbours or other persons on the Estate. Floodlights must be adequately shaded and no motion sensor security lights or spotlighting of natural areas are permitted.

10.2.3 No air conditioning, solar geysers and solar panels, TV aerials and satellite dishes may be installed without the prior approval of the HOA in respect of type, siting, position, visibility, etc. and adherence to the terms and conditions as determined by the HOA.

10.2.4 Patios, decks and terraces must be designed to fit the main building structure.

10.2.5 No lapas, prefabricated zozo huts, wendy houses, greenhouses or tool sheds will be permitted.

10.2.6 Washing lines, twirl dries and other devices installed for the same or a similar purpose must be below the level of the yard walls and located in kitchen yards.

10.2.7 No screen, fence, wall, verandas, pergolas or balustrading may be erected without the prior approval of the HOA.

10.2.8 Gates to panhandle erven are to be located to provide sufficient parking space so as to avoid vehicles parking on the street.

10.2.9 Members may not alter the access to their erven without the prior written approval of the HOA.

10.2.10 The design plans of swimming pools must be submitted to and approved by the HOA prior to construction. All backwash water must be relayed into purpose made soak-away located within the building and may not be disposed of directly into natural areas or into the storm water system.

10.2.11 Storm water may under no circumstances be allowed to flow into the sewage system.

### **10.3 LANDSCAPING AND GARDENS**

10.3.1 Members must maintain the existing natural ground level wherever possible. Terraces and other level manipulations must comply with the HOA stipulations. Where necessary retaining structures must be designed by a qualified engineer.

10.3.2 Residents are not allowed to plant anything within the road reserve area or any public open space area unless approved by the HOA.

10.3.3 Residents shall ensure that declared noxious flora are not planted and do not grow in their gardens. The use of indigenous plants is encouraged.

10.3.4 No boreholes or any other means of natural water extraction or any dams or other means of natural water storage may be constructed on any individual erven. Irrigation must feed off water mains.

### **10.4 AESTHETICAL CONDUCT**

10.4.1 No washing, other garments, household linen, carpets or the like may be hung out or placed anywhere to dry or air except using the mentioned installation/s or in a place completely invisible to neighbours, from the street or any other open space.

10.4.2 Dog kennels must be placed in positions where they are not visible from the street or public open space areas.

10.4.3 The storage of refuse bins must be such that they are not visible from the street or public open spaces areas. Where necessary screens should be used.

10.4.4 No person shall be allowed to store any motor vehicle, caravan, trailer, boat or the like in any place on the Estate except in a structure built for this purpose and approved in writing by the HOA. None of the above should be left overnight on any road.

10.4.5 No commercial vehicles of any nature shall be parked or otherwise stored on any residential properties or in view of streets and public spaces.

## **11 BUILDING PROCEDURES, PERIOD AND PENALTY**

- 11.1 The construction of building and/or permanent structures on the Estate is regulated by the Procedure for Building and Building Contractors which is a separate document obtainable from the HOA. All building activities on the Estate must adhere to the procedures and processes set out therein.
- 11.2 Only builders accredited with the HOA may be used to build on the Estate.
- 11.3 No construction of any building and/or permanent structure shall commence unless a building contract with an accredited builder has been signed and the building plan has been approved by the HOA and the Madibeng Local Municipality.
- 11.4 The HOA shall be entitled to refuse approval of any building plan for as long as a member is in breach of any provision of the Rules.
- 11.5 All members who bought erven in phases 1, 2, 3, 4 and 5 of the Estate must commence construction of their dwelling within 2 (two) years after the registration of the property into the name of the first owner of the property, failing which the HOA shall enforce the building penalty levy as stipulated in clause 11.7 against the member.
- 11.6 Members must complete the erection of their dwellings within 12 (twelve) months from the date the building works commenced.
- 11.7 A building penalty levy shall be effective from 1 March 2014 and shall apply as follows:
- 11.7.1 From March 2014 owners of all undeveloped freehold residential erven (excluding the developer) who have not commenced building within the stipulated period, shall be liable to contribute monthly double their share in general levies in respect of each such freehold residential erf owned by the member provided that such members will be given a grace period of 12 (twelve) months in which building should commence.
- 11.7.2 Should building not commence during this 12 (twelve) month grace period, a member to whom clause 1 above applies, would be liable to pay for each undeveloped freehold residential erf he owns double the general levy retrospectively as calculated from March 2014, with any outstanding amount immediately payable.
- 11.7.3 If an owner of an undeveloped freehold residential erf as contemplated in clause 1, sells his erf within the 12 (twelve) month grace period from March 2014 to February 2015, the new owner would, from the date of registration of the property into his name, be afforded a 12 (twelve) month grace period during which building must commence otherwise he will be liable to pay for the undeveloped freehold residential erf he owns double the general levy retrospectively as calculated from the date of registration in his name, with any outstanding amounts immediately payable.
- 11.7.4 A person who purchases an undeveloped freehold residential erf any time from March 2015 from a member, other than the developer, shall be liable to pay double the general levy applicable to such erf until such time as building is completed as per the Rules of the HOA, where after the normal general levy applicable to developed freehold residential erven would apply to such erf and be payable.
- 11.7.5 A person who purchases an undeveloped freehold residential erf from the developer any time before or after March 2014 must, notwithstanding the provisions of clauses 1, 2 and 3 above, commence building on his freehold residential erf within 24 (twenty four) months after registration of the property into his name, failing which such member shall

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be liable to contribute monthly double his share in general levies in respect of such freehold residential erf owned by him until building is completed as per the Rules of the HOA.

- 11.8 A construction liability penalty of an amount equal to the monthly general levy as applicable shall with effect from 1 June 2014 immediately be payable by all members who have not completed construction of their dwellings or who have not received a HOA clearance certificate of such construction works and where building activities have ceased or have been abandoned for a period of more than 6 (six) months unless clause 11.6 applies. The construction liability penalty shall with effect from 1 March of every year increase with 25% and be payable until the owner has received a clearance certificate from the HOA. The HOA further reserves the right to do whatever it deems necessary to ensure the semi-completed construction site is not a safety risk or detract from the general aesthetics of the Leloko Estate or the value of adjacent properties and the costs so incurred will be added to the member's levy account.
- 11.9 Building plans in respect of improvements to be erected on an erf shall be subject to the prior written approval of the HOA.
- 11.10 The HOA has the right to refuse access to Leloko to the employees of a builder that does not have a commencement certificate for any one or more erven.

## **12 CONSOLIDATION OF ERVEN**

- 12.1 The consolidation of erven is allowed provided the correct legal process is followed in respect thereto and the approval of the HOA is obtained prior to commencement of the process.
- 12.2 As stipulated in the Memorandum, where two or more residential erven have been consolidated, the owner of such consolidated erf shall count as one member with one vote.

## **13 RE-SALES AND LETTING OF PROPERTIES**

- 13.1 Members are encouraged to employ an estate agency duly accredited with the HOA for re-sales and letting of properties.
- 13.2 Accredited estate agents must be in possession of a written mandate signed by the owner or the lessor of the property he/she rents, sells or shows.
- 13.3 Property may be shown from 11h00 to 18h00 on Saturdays, Sundays and public holidays except the 25<sup>th</sup> of December and the 1<sup>st</sup> of January and all show houses must be under the direct control of the relevant accredited agent or his registered representative (house sitter) for the duration of the show day.
- 13.4 The stipulations regarding marketing, advertising and signage as contained in the Estate Agency and Agents Policy must be strictly adhered to.
- 13.5 Should an owner wish to sell or rent his own property, the conditions related to the marketing, advertising and selling of the property as set out in the Estate Agency and Agents Policy shall apply mutatis mutandis to such an owner and must be adhered to.
- 13.6 Purchase and lease agreements must include the Memorandum, these Conduct Rules, the Architectural Guideline, the Procedures for Building and Building Contractors and any other policy documents from time to time made and adopted by the Board of the HOA in order to give effect to the Memorandum and the Rules.



- 13.7 The HOA must be notified of all property transactions through the submission of the required documents within 7 (seven) days of the conclusion of a sale transaction or a lease agreement.
- 13.8 The HOA reserves the right to:
- 13.8.1 deactivate a tenant from the access system in use if the general or services' levy payment applicable to the property falls into arrears;
  - 13.8.2 request a lessor to terminate the lease if its tenant continuously contravene the Rules.
- 13.9 Members must give the HOA prior written notice if guests are to occupy the member's property and ensure such guest are fully aware of and abide by the Rules.

#### **14 CLEARANCE CERTIFICATES**

- 14.1. An owner of an erf or any subdivision thereof or any interest therein or any unit thereon shall not be entitled to transfer the erf or any interest therein or any unit thereon or any subdivision thereof or complete any consolidation of two or more adjacent erven or grant any servitude without a clearance certificate from the HOA declaring that the provisions of the Memorandum, the Rules and any other Governing Documents that may be applicable, have been complied with.
- 14.2. HOA shall be entitled to refuse its consent to sell, alienate or give transfer of an erf or unit for as long as any member is in breach of any provision of the Rules.

#### **15 MAINTENANCE OF PROPERTY**

- 15.1 Members are responsible for landscape and garden maintenance including external structures, water features and lights and for watering the grass on their sidewalks.
- 15.2 Members are expected to keep the exterior of their dwellings in a good state of repair (including regular re-painting of exterior and perimeter walls) and their erven tidy. The estate administrator will from time to time inspect the exterior of the properties to verify if such maintenance is done adequately. Should it be found that a dwelling has fallen into a state of disrepair or the garden has been neglected to the detriment of the estate aesthetic, the HOA will notify the member concerned to rectify the situation, detailing the remedies required and a reasonable period for commencement and completion of the work. If the member fails to comply with the HOA's requirements within the stipulated time, the member shall be in breach of the Rules and the matter be dealt with accordingly.
- 15.3 All vacant stands within the Estate except vacant stands belonging to the Developer, will be cut and kept clear by the HOA at least 3 (three) times per annum at the cost of the registered owner of the stand.
- 15.4 In the interests of all members, each owner is required to carry sufficient building insurance cover for his dwelling to minimise his risks and that of the Estate.

## 16 DOMESTIC ANIMALS

- 16.1 Unless confirmed otherwise by the HOA, domestic animals shall be limited to 2 (two) dogs and 2 (two) cats per erf and may be kept only by residents.
- 16.2 Non-residential members, guests or visitors may not bring any animals onto the Estate. In the event of any guest/visitor/non-residential member bringing domestic animals onto the Estate, the HOA may call on the owner of the animal to remove it immediately and, in the event of the owner failing or refusing to do so, the HOA may impose penalties or may procure the animal/s removal from the Estate and recover any costs from the resident/non-residential member concerned without prejudice to its rights to recover any penalty imposed.
- 16.3 Residents are required to tag their dogs and cats with the resident's name, telephone number and stand number.
- 16.4 Should any domestic animal prove to be a continual nuisance to other residents, the HOA may call on the owner of the animal to remove it and, in the event of the owner failing or refusing to do so, the HOA may impose penalties or may procure the animal/s removal from the Estate and recover any costs from the resident/non-residential member concerned without prejudice to its rights to recover any penalty imposed.
- 16.5 Dogs must be kept in a suitable enclosure or strictly within the boundaries of a resident's property with the gates to the property securely closed on all occasions. No dogs may be allowed outside the resident's property unless under strict control of its owner. Dogs must be on a leash, whether being walked or transported on a golf cart. Roaming pets will be removed immediately, without notice to the owners and be handed to the SPCA while an appropriate fine will be imposed on the resident concerned.
- 16.6 Dogs may under no circumstances be allowed on balconies/decks or to enter any dam or water feature on the common areas of the Estate or to chase after the game or any wild or free-roaming animals.
- 16.7 Except as approved by the HOA, no poultry or wild animals or livestock of any type may be kept on the Estate. No pigeons or outside aviaries are permitted on the Estate. Residents wishing to keep exotic pets, i.e. pets requiring permits, must apply to the HOA prior to obtaining such pets or bringing these onto the Estate. The HOA shall look at various factors including the size and behavioural patterns of such animals before making a decision which may be subjected to terms and conditions as determined by the HOA.
- 16.8 Residents are responsible for any personal injury or property damage caused by their animals. Should dogs dig holes on the common property, the dog's owner shall immediately repair the holes. Pets' excrement must be immediately removed by the owner or handler.
- 16.9 Should a dog chase game and gets hurt or roam the streets and gets run over or hurt in any other way, the HOA will not be liable for any expenses that the owner may need to incur and will keep the owner liable for any expenses that the HOA may incur to take corrective measures.
- 16.10 Should any dog be deemed vicious or dangerous in the sole opinion of the HOA or where the animal is not kept under proper control, the owner shall be required to remove such animal from the Estate, failing which, security will remove or call upon the SPCA to remove the animal without notice to the owners while an appropriate fine will be imposed on the resident concerned.

## **17 BOATING**

- 17.1 No person shall launch any boat or craft of any description, powered by a motor or otherwise, on any dam on the Estate.
- 17.2 No boats or vessels may be launched at the waterfront of the Estate, without the boat being registered with the HOA. Any application for such registration must be accompanied with proof of legal compliance of the boat or vessel and the owner including a skipper's licence and a valid Certificate of Fitness (COF) for the boat or vessel.
- 17.3 The HOA shall issue a permit for the boat which must be displayed on the boat and a laminated copy of the COF must be kept on the boat at all times.
- 17.4 Visitor or guest boats or vessels of any nature will not be allowed under any circumstances.
- 17.5 Boats may not be stored on a residential stand or in any other place on the Estate except in the boathouses constructed for this purpose.
- 17.6 Should the HOA have a boat club at any stage in the future, all boat owners registered with the HOA will be required to belong to it and comply with any such rules laid down by the club for its members.

## **18 SERVICES**

### **18.1 WATER AND SANITATION**

- 18.1.1 The HOA provides potable water to all residents on the Estate which complies with the minimum standards set for the provision of water supply services in applicable legislation and the water quality standards prescribed in SANS 241.
- 18.1.2 The HOA does not undertake to maintain a specific pressure or rate of flow in its water supply to residents.
- 18.1.3 The HOA provides and installs water meters and its associated apparatus. A meter so installed by the HOA remains its property and may be changed and maintained by the HOA whenever it deems necessary.
- 18.1.4 Residents are not allowed to tamper with water meters or any other water installation of whatsoever nature on the common property or cause such to be tampered with under any circumstances.
- 18.1.5 The HOA is only responsible for the repair of leakages outside of the boundaries of individual properties and on the common areas. Residents are responsible for the maintenance of their own water installations including the repair of leakages as from the boundary of their properties.
- 18.1.6 If a member has reason to believe that a water meter is defective, he may request the HOA to have the meter tested which will be done in accordance with the applicable SANS. Should the meter not be defective the member will be responsible for any costs incurred by the HOA. If the meter is found to be defective, the HOA will bear the costs of its repair or replacement and calculate the units or volume supplied based on the average monthly consumption over the 3 (three) months succeeding the detection of the defective meter or the average monthly consumption over any 3 (three) consecutive months during the 12 (twelve) month period preceding the date of detection of the defective device.

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- 18.1.7 If in the opinion of the HOA, action is necessary as a matter of urgency to prevent waste of water, damage to property, danger to life or pollution of water, it may without prior notice to the member or resident, cut off the supply of water to any premises and enter upon such premises and do such emergency work, at the member's expense, as it may deem necessary, and in addition by written notice, require the member to do such further work as the HOA may deem necessary within a specified period.
- 18.1.8 The sewage system on the Estate is gravitational. Sewerage is received at the sewage works and treated to the standards prescribed in the General Standards as per Regulation 991 of 1984 (or as revised) before disposed of in the dam or, as possible, fed into a grey water system to be supplied and installed by the Developer to supply a trickling of water to the greenbelt areas.
- 18.1.9 Residents shall prevent the entry of any substance which may be a danger to health or the environment or adversely affect the potability of water or affect its quality and fitness for use, into the water supply system, any part of the water installation on his premises, any storm water system, any sewage disposal system and the environment.
- 18.1.10 Under no circumstances may a resident allow storm water falling on his erf to flow into the sewage system.
- 18.1.11 The HOA may institute measures to prevent the wasteful use of water or, in the event of water shortage, introduce water restriction measures.

## **18.2 ELECTRICITY**

- 18.2.1 Residents are supplied with electricity from the on-site substation which is maintained by Eskom. The HOA shall not be liable for any death, injury, loss, damages, expenses or costs caused to residents due to any failure, variation or interruption of the electricity supply caused by Eskom.
- 18.2.2 The HOA provides and installs electricity meters and its associated apparatus. A meter so installed by the HOA remains its property and may be changed and maintained by the HOA whenever it deems necessary.
- 18.2.3 Residents are not allowed to tamper with electricity meters or any other electricity apparatus or installation of whatsoever nature on the common property or cause such to be tampered with under any circumstances.
- 18.2.4 No person, other than a duly qualified person specifically authorised thereto by the HOA, shall directly or indirectly connect or disconnect or cause to be connected or disconnected any electricity installation or part thereof to the electricity mains supply or service connection.
- 18.2.5 The HOA may, after giving notice or without notice in case of an emergency, disconnect any premises from electricity temporarily for the purpose of effecting repairs or carrying out tests, or for any other legitimate reason.
- 18.2.6 The HOA is only responsible for the repair of electricity installations outside of the boundaries of individual properties and on the common areas. Residents are responsible for the maintenance of their own electricity installations as from the boundary of their properties.
- 18.2.7 If a member has reason to believe that an electricity meter is defective, he may request the HOA to have the meter tested which will be done in accordance with the applicable SANS.

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Should the meter not be detective the member will be responsible for any costs incurred by the HOA. If the meter is found to be defective, the HOA will bear the costs of its repair or replacement and calculate the units or volume supplied based on the average monthly consumption over the 3 (three) months succeeding the detection of the defective meter or the average monthly consumption over any 3 (three) consecutive months during the 12 (twelve) month period preceding the date of detection of the defective device.

### **18.3 REFUSE REMOVAL**

- 18.3.1 The HOA collects refuse once per week on a date communicated to residents which date may change from time to time in which case residents will be informed accordingly.
- 18.3.2 The HOA only collects refuse placed in a suitable bin liner in an approved receptacle which, unless otherwise determined by the HOA, will constitute a wheelie bin. Refuse which does not comply with these prescriptions will not be collected. No refuse bags will be supplied to residents.
- 18.3.3 Residents must clearly mark their receptacle (wheelie bin) with their stand number and place the bin before 08h00 outside the entrance to the property on the collection day and remove the bin before 18h00 on the same day. Wheelie bins may not be placed in a place where it can obstruct traffic or road visibility.
- 18.3.4 Receptacles may not contain unwrapped glass or any other objects which may hurt the HOA service provider's employees while carrying out their duties or damage the receptacle.
- 18.3.5 Receptacles must be closed to avoid animal and insect interference and wind-blown litter and be kept in a clean and hygienic condition at all times.
- 18.3.6 Garden waste or objects which are too large for the receptacle and placed next to it will not be removed. The HOA will give direction as to the manner in which such refuse must be disposed of.
- 18.3.7 No hazardous waste of any kind may be placed in the receptacle for removal. Such waste is not acceptable at any of the municipal waste disposal sites and the illegal disposal thereof may result in the HOA been fined for contravention of the applicable solid waste by-law.
- 18.3.8 Residents are not allowed to compost garden waste without the approval of the HOA. Residents may not otherwise accumulate garden waste under any circumstances but must remove and dispose of it within a reasonable time.
- 18.3.9 Residents must ensure that visitors, guests or any members of their household including employees do not litter on the common property.
- 18.3.10 No refuse, garden spoil or building rubble may be dumped on vacant stands.
- 18.3.11 Residents are encouraged to reduce and recycle waste especially glass, tin, paper and plastic. The HOA is entitled to introduce measures to promote waste separation at source and will in such a case, make provision for centrally placed receptacles where residents can dispose of recyclable waste.
- 18.3.12 A resident/member may not contract with another service provider to collect his refuse unless it is for refuse not collected by the HOA and shall not be entitled to exemption from or a reduction in the prescribed tariff determined by the HOA merely on the grounds that no or limited use is made of the service rendered by the HOA.

## 18.4 SERVICE LEVIES

- 18.4.1 A deposit and connection fee will apply to all new water and electricity connections at a cost determined by the HOA and payable by the member before such services are connected.
- 18.4.2 The HOA charges a basic services levy for water, sewerage, electricity and refuse removal availability, which basic service levy is in line with the policies and by-laws applied by local government and determined on an annual basis by the HOA as part of its budgetary process.
- 18.4.3 The HOA reads electricity and water meters on a monthly basis with monthly accounts rendered to consumers. The HOA invoice indicates the start and end readings applicable to the monthly account and the actual consumption. Electricity consumption is billed in accordance with Eskom tariffs as applicable (refer to Eskom Blue Book) and the water tariff is in accordance with the prevailing tariffs charged by the local authority or at a lower rate.

## 18.5 TERMINATION AND RE-CONNECTION OF SERVICES

- 18.5.1 Without prejudice to any other rights it may have, the HOA may, if a member, has –
  - 18.5.1.1 failed to pay a sum due to the HOA in respect of his services account; and
  - 18.5.1.2 failed to rectify the situation within the period specified in a written notice served on him requiring him to do so within a reasonable period which period will not be less than 14 (fourteen) days;cut off his electricity supply and reduce his water supply to the minimum volume required by law to be supplied to his premises.
- 18.5.2 Where in the opinion of the HOA, water or electricity supply has been tampered with or the measuring device bypassed, the HOA has the right, without prejudice to any other rights it may have, to disconnect the relevant supply immediately and without any prior notice whatsoever, and in such a way that no further water or electricity supply to those premises is possible.
- 18.5.3 In the case of clauses 18.5.1 and 18.5.2, the HOA shall charge a reconnection fee and the amount for water or electricity used which will be calculated from the date of the last reading of the meter until the date it is discovered that water or electricity was illegally taken by the resident or member; which amount will include the measuring device, labour, materials, transport and administrative costs and must be paid in full to the HOA before the service/s will be re-instated.

## 19 USE OF FACILITIES

- 19.1 Usage of the waterfront facilities and any other recreational facilities which will in future be developed on the Estate is encouraged. Persons using any such facilities must at all times leave it in a clean and tidy condition.
- 19.2 If a member or resident plans to use the facilities for an event exceeding 20 guests at any given time, the consent of the HOA must be obtained reasonably prior to the event; which consent will not be unreasonably withheld but will be subject to at least the following rules:
  - 19.2.1 A function/event program/plan is required when the facilities are booked with the HOA. A guest list must be provided to security prior to the event/function.

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- 19.2.2 All guests are required to formally enter their names and vehicle registration numbers on the list provided by the security at the entrance gate access control and meet all other security protocol whilst on the Estate.
  - 19.2.3 The member or resident and his guests may not do anything that disturbs and/or offends and/or causes a nuisance to other residents and members. This includes but is not restricted to, making excessive noise, excessive alcohol abuse, hooting, speeding, revving cars or other unseemly behaviour.
  - 19.2.4 Persons damaging any property and/or facilities will be liable for the costs of repair/replacement/damages and such costs will be billed to the levy account of the member concerned.
  - 19.2.5 It is unlawful to sell alcohol without a license. Offenders will be prosecuted.
  - 19.2.6 No person may bribe any HOA staff and/or security with money or liquor. Bribery is an offence and offenders will be prosecuted.
  - 19.2.7 If the HOA is of the opinion that extra security is required for the event, such extra security, the number of which is in the discretion of the HOA, will be employed and the costs associated therewith will be billed to the levy account of the member concerned.
  - 19.2.8 The communal area as well as the ablution facilities must be left clean and tidy. Additional costs for the cleaning of these areas will be charged to the levy account of the member concerned.
  - 19.2.9 All minor children and non-swimmers using the pool must be under the control and supervision of a responsible adult at all times.
  - 19.2.10 No animals are allowed inside the facilities.
  - 19.2.11 Persons using the facilities provided by the Estate, including the swimming pool area, do so entirely at their own risk. Neither the HOA or its Board, management, employees, agents or service providers accept liability for injury, death, accident, loss or damages arising from any cause whatsoever and sustained by any person on the Estate and utilising the facilities.

## **20 GENERAL**

### **20.1 COMMERCIAL ACTIVITY AND SIGNAGE**

- 20.1.1 Leloko is a mixed development including residential and commercial areas. It is intended that residential and commercial activities within the Estate be separated.
- 20.1.2 The operation of commercial or business activities in the residential areas of the Estate is not allowed unless authorised in writing by the HOA prior to the application of any trading license and strictly subject to any terms and conditions stipulated by the HOA.
- 20.1.3 No business activity or hobby which causes or could cause aggravation or nuisance to residents may be conducted, including but not limited to auctions (excluding legally enforced property auctions) and jumble sales.
- 20.1.4 Except with the written permission of the HOA, no advertising, including without limitation thereto, signage on walls, umbrellas, bunting or any other form of advertising, shall be permitted on or outside houses or anywhere in the Estate except the standard architectural building board during construction and as allowed for in the Estate Agency and Agents Policy.

- 20.1.5 No door-to-door canvassing, advertisements, flyers or similar material may be delivered to properties within the Estate.
- 20.1.6 Selling of any nature whatsoever is not permitted on the Estate.
- 20.1.7 No flyers or promotional material may be distributed at/or outside the gates to the Estate unless prior written permission has been obtained from the HOA or as permitted in terms of the Estate Agency and Agents Policy.
- 20.1.8 Use of the HOA's mailing list for commercial purposes is prohibited and members are prohibited from providing non-members with the HOA's mailing list.
- 20.1.9 No animals of any kind shall be raised, bred or kept for any commercial purposes on any stand. Livestock, poultry and farm animals are prohibited. No slaughtering of animals and butchery activities may be carried out on any stand or on the Estate.

## **20.2 NAME BOARDS**

- 20.2.1 Name boards on properties are acceptable. Bronze lettering or plaques are preferable in synergy with the development but ceramic lettering, pottery and concrete ornamental murals are also allowed. Members should contact the HOA for guidance in this regard.

## **20.3 OWN SECURITY**

- 20.3.1 Alarms and protection systems may be installed in private dwellings subject to the following conditions:
  - 20.3.1.1 the system may not have an audible siren attached;
  - 20.3.1.2 outside flashing lights are permissible;
  - 20.3.1.3 the security response company to which the alarm system is linked must inform the HOA security service provider forthwith upon being alerted on any problem;
  - 20.3.1.4 the HOA security services provider will use their best endeavours to investigate any problem alerted to.

## **20.4 NEIGHBOUR RELATIONS**

- 20.4.1 No resident shall cause or make or allow anyone of his household, family, visitors, guests or employees to cause or make unacceptable or undue noise which may constitute a nuisance to other persons including noises related to motor vehicles, alarm systems, garden equipment, power tools and other machinery.
- 20.4.2 The volume of TV, music, radio's, partying and children must be moderated and the frequency, location and hours of dogs barking strictly controlled in consideration of other residents. The HOA Board and management are not responsible for 'instant policing' of such challenges. Security must be notified of parties or social activities and members and residents should conform to moderate restraints.
- 20.4.3 Activities which may disturb neighbours are strongly discouraged after normal working hours unless there are exceptional circumstances and such activities must completely cease between 22h00 and 06h00 on any day and are prohibited after 13h00 on Sundays, on Good



Friday and Easter Monday/Family Day (i.e. 18 and 21 April); Christmas Day and Day of Goodwill (i.e. 25 and 26 of December) and on New Year's Day.

## **20.5 CHILDREN**

- 20.5.1 Residents must ensure that their children as well as the children of members of their household, family, visitors, employees and guests do not pose a safety threat to themselves or to any other person or driver in the Estate.

## **20.6 DENSITY**

- 20.6.1 In order to maintain the low density residential nature of the Estate, no member or resident shall accommodate nor allow being accommodated more than (3) three persons per bedroom.

## **20.7 GUEST HOUSES AND TIME SHARE ACTIVITIES**

- 20.7.1 The operation of guesthouses, time share weeks or weekend stays for paying guests and the like by members is allowed but subject to a substantial fine and other penalties if such usage is not registered with the HOA prior to becoming effective and is subject to any terms and conditions which the HOA may impose; which will include the strict enforcement of clauses 16.2, 17.4 and 17.5.

## **21 COMPLAINTS**

- 21.1 If the HOA receives a written complaint from a member relating to the behaviour of any persons or animals on the Estate, the HOA shall investigate the matter appropriately and take any steps required within the scope of the Memorandum, the Rules or its Governing Documents.
- 21.2 The HOA is also entitled to take any such steps and implement any such measures if evidence of behaviour, which in the opinion of the Board is unacceptable, should come to its attention from whatever source.

## **22 DISPUTE RESOLUTION**

- 22.1 Where a dispute arises between members and residents (including tenants and/or occupants) the parties involved shall endeavour in the first instance to settle such dispute (whether relating to any nuisance, disturbance or other complaint) and shall in such circumstances exhibit due tolerance and act reasonably in accordance with the principles of good neighbourliness.
- 22.2 Where such dispute cannot be resolved and should the parties to the dispute mutually agree, the dispute shall be referred to the HOA Board who shall designate one or more directors to act as mediator/s (and not arbitrators).
- 22.3 In the event of the matter being resolved to the satisfaction of the parties to the dispute as a result of a mediation of the HOA Directors, such settlement shall be final and binding upon the parties.

- 22.4 Where the parties to the dispute have elected to submit their dispute for mediation to the HOA Board, the parties shall, in equal shares, pay the reasonable costs which shall be incurred by the designated Directors in regard to mediation and shall have been previously advised to the parties.
- 22.5 Should the HOA Board elect not to mediate with respect to the dispute, the parties to the dispute shall be so informed and shall be entitled to resolve or otherwise dispose of the dispute in such manner as they deem necessary, whether by way of legal proceedings or arbitration, it being expressly agreed that neither HOA Board nor any of its Directors shall be a party to any such proceedings or arbitration and shall bear no responsibility in respect thereof.

### **23 OFFENCES AND PENALTIES**

- 23.1 The schedule of transgressions and fines is regulated and imposed as per the powers of the Memorandum and the Rules conferred on the Board of the HOA. They are binding upon all members, residents, families, members of their households, tenants, employees, visitors, contractors, service providers and agents. In order for the Rules to be effective it requires a sanction such as a fine.
- 23.2 The purpose of the schedule of transgressions and fines is to have a standard to be used to correct the behaviour of the transgressor in order to protect members and the residents of the Estate against the negative effect of the transgressor that impacts on the acceptable norms, values and assets of members and residents. Please refer to **Annexure A for a Schedule of Offences and Penalties**.

### **24 APPLICATION AND APPEAL**

- 24.1 The security staff as mandated by the HOA is responsible for the day to day management of the penalty process.
- 24.2 Security staff will record all the particulars relating to an offence or alleged offence. In particular the following detail will be recorded:
- 24.2.1 date, time and place of the offence;
- 24.2.2 name and address of the offender;
- 24.2.3 registration number of any vehicles that may have been used to commit the offence.
- 24.3 The HOA will issue the offender with a fine after having verified the detail regarding the offence; which fine will be added to the levy account of the responsible member /resident.
- 24.4 Should a member/resident appeal against the fine as imposed, he may do so in writing within 14 (fourteen) days. Appeals will be considered by the HOA Board and will be dealt with on merit at the first Board meeting subsequent to receiving such a written appeal. The appellant will be notified in writing of the HOA Board's decision which will be final.

## **25 DISCLAIMER**

- 25.1 Neither the HOA, its Board of Directors, management, employees, contractors, service providers or the Developer nor their respective agents shall be liable for any loss of life, personal injury or damage to property suffered by any person whilst in or on the Estate or any part thereof and from whatsoever cause arising.

## **26 ANNEXURE:**

Annexure A: Schedule of Offences and Penalties.

Annexure B: Golf Cart Registration Form

**ANNEXURE A****SCHEDULE OF OFFENCES AND PENALTIES**

THIS SCHEDULE IS A GUIDELINE THAT IS NOT EXHAUSTIVE OR ALL-INCLUSIVE, TO BE AMENDED FROM TIME TO TIME, WITH ADDITIONS AND DELETIONS AS DEEMED NECESSARY BY THE HOA BOARD OF DIRECTORS

<b>DESCRIPTION OF OFFENCE/TRANSGRESSION</b>	<b>MINIMUM FINE AMOUNT</b>
<b>VEHICLES, TRAFFIC &amp; RELATED MATTERS</b>	
Driving a vehicle on any road in the Estate in excess of 30km/h.	R1000
Reckless driving on any road in the Estate or failure to obey signage giving direction as to the use of Estate roads.	R1000
The use of a vehicle by an unlicensed driver.	R500
Use of a vehicle with a noisy exhaust system (other than entering or leaving the Estate).	R500
Driving a quad bike or any other prohibited vehicle on the Estate.	R1000
Driving a vehicle on the Estate that is allowed but not registered with the HOA.	R250
Driving a vehicle on common property, i.e. between construction sites.	R500
Storage of a caravan, boat, boat trailer or similar mobile asset in any place except in a structure built for this purpose.	R500 per month
Vehicle blocking the thoroughfare of traffic.	R500
<b>ANIMALS</b>	
Exceeding the permitted number of pets without authorisation.	R500 per month
Animals brought onto the Estate by visitors or guests.	R500
Domestic animal proving to be a continual nuisance.	R500 per offence
Dogs not kept in a suitable enclosure.	R500
Gates to properties keeping dogs not properly closed.	R500
Pets roaming the streets or found unleashed or uncontrolled outside owner's premises.	R500 per offence
Dogs allowed on balconies or decks or swimming in dams on the Estate.	R500 per offence
Disturbing or injuring wildlife or any other animals.	R1000 per offence
Walking of dogs on eco-sensitive areas of the Estate.	R2000 per offence
<b>SECURITY</b>	
Interference with security arrangements or the activities of the security staff including the abuse or attempted bribery of security staff.	R1000
Non-compliance with the access control rules applicable to the Estate.	R1000

<b>SAFETY, HEALTH &amp; ENVIRONMENT</b>	
The display or discharging of a fire-arm, air rifle (pellet gun), crossbow or any similar weapon.	R10,000
Lighting fires outside designated area.	R5000
Fireworks of any nature or extent.	R10,000
Picnicking outside designated areas.	R500
Littering of any nature or extent.	R500
Pollution of the environment, e.g. discharging or depositing any harmful substance in dams or streams within the Estate.	R10,000 plus the fine/s imposed by a relevant authority
<b>BOATS</b>	
Launching of a boat or vessel which is not registered with the HOA or displaying the requisite HOA permit or failure to keep the requisite legal compliance documents on board.	R5000 plus any fine/s imposed by a relevant authority
<b>SERVICES</b>	
Tampering with water meters or electricity meters or any other water or electricity installation or associated apparatus which are owned and/or maintained by the HOA.	R5000
Failure to comply with water restriction measures.	R500 per offence
Unauthorised water connection or electricity connection.	R5000
Refuse placed outside of property other than on collection day/s.	R500
Stormwater flowing into the sewage system.	R500 per month
<b>BUILDING &amp; CONTRACTUAL ACTIVITIES</b>	
Builders failing to keep sites clean and tidy and properly screened during construction.	R1000 per site
Failure to remove building or building related material off pavements or roadways or damage to roadways, kerbs or plants or staining the tarmac or spilling materials to and from a construction site.	R1000
Taking occupation of a house without a valid occupational certificate being issued by the HOA.	R5000 per month
<b>USE OF FACILITIES &amp; COMMON PROPERTY</b>	
Damaging or vandalism of Estate facilities or Estate common property	R1000 plus the cost of repairs/replacement
<b>DISTURBANCE OF PEACE</b>	
Any unacceptable activity including excessive or undue noise which constitutes a nuisance to or disturbs the peace of other residents.	R1000 per offence
<b>MAINTENANCE</b>	
Failure to maintain the exterior of a dwelling or gardens being untidy.	R500 per month

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<b>COMMERCIAL ACTIVITIES</b>	
Business activities including a guest house and time share not registered with the HOA.	R500 per month
Unauthorised advertising including estate agent boards placed in unauthorised positions or exceeding the number and period allowed or not complying with the size and format allowed.	R500 per board or incident



SIGN BY T MUNDETA:

DATE: 08 JULY 2022

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**ANNEXURE B**

**GOLF CART REGISTRATION FORM**

**Stand No:**     N/A    

SURNAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

CELLPHONE NO: \_\_\_\_\_

WORK NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

NUMBER OF GOLF CART/S: \_\_\_\_\_

COLOUR: \_\_\_\_\_

**GOLF CARTS RULES**

- Privately owned carts that are used to commute around the Estate are encouraged, provided they remain on the roads and are in the control of a licenced driver at all times with no more occupants than designed for. Normal traffic regulations and considerations are applied. The minimum required driver licence is an "A" (50cc motor bike licence)
- All carts must be registered with the HOA, and a registration number (your stand number) must be displayed on the golf cart.
- Whilst lights on golf carts are not mandatory, the driving of a golf cart at night without lights is clearly dangerous and unacceptable.

I have read and understand and agree to abide by all golf cart usage rules at Leloko Estate

Please complete form and forward to Karien Viviers at Leloko HOA office. [admin@lelokohoa.co.za](mailto:admin@lelokohoa.co.za)

Your co-operation will be appreciated.

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE