

THE MEADOWS HOMEOWNERS ASSOCIATION NPC
(Registration Number: 1998/024775/08)

RULES AND REGULATIONS



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A. Instruction

1. Introduction

- 1.1. The regulations contained herein have been established in terms of the Memorandum of Incorporation of the Meadows Home Owners Association and they are binding upon all occupants and owners of stands (hereafter referred to as “erven”). Owners and occupants are also bound by and decisions taken by the Board of Directors (hereafter referred to as “BOD”) in interpreting and enforcing these regulations. The Meadows Home Owners Association (hereafter referred to as “HOA” or “The Company”) is incorporated under the Companies Act, 2008. The Company’s Memorandum of Incorporation contains provisions which supplement these rules.
- 1.2. It is in the interest of the continued preservation of the value and integrity of this estate into the future, and with a view to effective delivery and ongoing management of the estate that these rules are written.
- 1.3. The board objective of the Company is the provision of a high quality lifestyle for the residents. The intention of these regulations are therefore to cater for the protection of the envisaged lifestyle by:
 - 1.3.1. Administering the rules for security and access control;
 - 1.3.2. Governing for a happy and harmonious community living on private property as well as the public areas of the Estate;
 - 1.3.3. Administering financial and legal aspects pertaining to the Company;
 - 1.3.4. Administering general conduct relating to the Estate (Section 2);
 - 1.3.5. Issuing and thereafter vary, alter, retract or add rules and regulations for the administration and control of properties and owners and other occupants in the estate as well as the movement of vehicular traffic in the estate.
- 1.4. The registered owners of properties and units are responsible for ensuring that Members of their families’, tenants, visitors, friends, guests, invitees and all their employees abide by these regulations, including contractors who work for them.
- 1.5. In respect of the interpretation of these regulations, the decision of the BOD is final and binding. In the interpretation of any regulation, words will bear their normal everyday meaning.
- 1.6. These regulations are subject to change in terms of the Memorandum of Incorporation.
- 1.7. The under mentioned rules provide for disputes to be determined in a manner more fully set out in the Memorandum of Incorporation

1.7.1. Subject to the provision that any provision in the Memorandum of Incorporation may only be amended in terms of the relevant provision of said Memorandum and the Companies Act, 2008, the Members of the Company may from time to time vary or alter or retract or add to these rules and shall do so at annual or extraordinary general meetings as provided for in the Memorandum of Incorporation, provided that in spite of any contrary provision of the Memorandum of Incorporation or of the Companies Act any such variation, alteration, retraction or addition thereof:

1.7.1.1. The under mentioned rules shall only be done by a two-thirds majority vote taken at a general meeting of Members; and

1.7.1.2. Of the Memorandum of Incorporation shall be done strictly in accordance with the relevant provision of the Companies Act, 2008, subject to the proviso that any provision of the Memorandum of Incorporation may be varied, altered, retracted or added to with eighty percent majority vote of Member of the Association taken at a general meeting of the Members.

1.7.2. All rules, which are applicable to Members of the Company (in their capacities as owners of erven in the township) are, *mutates mutandis*, applicable also to residents who are not Members for the Company. Hence, unless the context clearly indicated otherwise, reference to the owner in these rules are reference, *mutatis mutandis*, also to other occupants, (without, however, detracting from the liability and/or obligations of Members who are owners).

1.8. The abovementioned provisions contained in the introduction are of an operative nature and are binding provisions of these rules.

1.9. The Rules & Regulations are to be read in Association with the Meadows Architectural Design Rules

2. Good neighborliness

2.1. Business Rights

2.1.1. No business, activity or hobby, which would cause excessive noise, aggravation or nuisance to fellow occupants, may be conducted, including auctions or jumble sales.

2.1.2. No business may be conducted from the private properties within the Estate without prior written permission from the BOD and also subject to the

provision of the Pretoria (Tshwane) Town Planning Scheme as amended from time to time.

- 2.1.3. No business may be conducted from the private properties within the Estate without prior written permission from the BOD and also subject to the provisions of the Pretoria (Tshwane) Town Planning Scheme as amended from time to time.
- 2.1.4. All applications to conduct business from stands or units within the Estate must be submitted in writing, to the Chairperson of the Board, who will place the application for discussion on the agenda for the next board meeting. The resolution of the BOD will be available within 24 hours from the date of the board meeting. The BOD's decision is final and no appeal is possible. No application will be approved if:
 - 2.1.4.1. The security of the residents of the Estate could be jeopardized.
 - 2.1.4.2. Noise is generated
 - 2.1.4.3. Written approval from all the direct neighbors do not accompany the application
 - 2.1.4.4. Statutory requirements are not complied with
 - 2.1.4.5. Any other reason the BOD deems to be fit. The BOD will not withhold approval unreasonably.
- 2.1.5. Any approval will be conditional to the above and will be suspended if not conducted accordingly. The approval will also be subject to annual revision by the BOD.

2.2. General Conduct of Residents

- 2.2.1. Music and Parties
 - 2.2.1.1. The volume of music or electronic instruments should be tuned to a level so as not to be a disturbance to neighbors and the adjacent properties.
 - 2.2.1.2. Partying has to be conducted with the minimum noise generation and no music; noise or merrymaking may be heard outside the boundaries of the applicable stand, between midnight and 06:00. Contraventions leading to written complaints may be punishable by a fine of one month's levy.
 - 2.2.1.3. It is recommended that the residents, tenants seeking to conduct a party or event whereby music may pose a potential problem, speak to their

neighbors with due consideration to the effects of noise to be generated in the spirit of “good neighborliness” including confirming start and end times and parking problems if any.

2.2.2. The DIY mechanical maintenance of resident’s vehicles may never cause disturbance and intrusion to neighbors and or other estate residents, Test driving or serviced vehicles, should be conducted outside of the boundaries of the Estate.

2.2.3. The provision of 2.2.2. apply *mutatis mutandis* to the DIY maintenance of any self-propelled vehicle, craft or implement of whatsoever nature.

2.2.4. The use of power saws, welders, grinders, lawnmowers, brush cutters, weed eaters (electric powered options are preferred), jack hammers and the like, will only be allowed between the hours:

Mondays to Saturdays: -7:00 – 20:00

Sundays: only between 09:00 – 12:00

2.3. Domestic Washing

2.3.1. Washing should only be hung on lines screened from the street and neighboring properties.

2.3.2. Washing lines must be obscured from view.

2.3.3. No washing may be hung from windows, balconies or the like.

2.4. Refuse Removal and Building Rubble

2.4.1. Refuse removal is the responsibility of the owner/occupant.

2.4.2. The timetable and prescriptions for domestic refuse removal, as published by the local authority shall apply.

2.4.3. Refuse bins have to be removed from street/ sidewalks as soon as possible after collection and emptying.

2.4.4. Garden reuse should not be placed in the curb side or sidewalk, except if a collecting agent will remove it within a reasonable period.

2.4.5. The BOD, prior to the engaging of their services, must approve such collecting agents and they will have to be registered according to the regulations and regulations applicable to contractors, regarding access and security control.

2.4.6. Any refuse dumped in contravention of these regulations may be removed by the Estate Manager or upon instruction of the BOD and the cost of such removal will be for the account of the perpetrator or his principal and/ or

the identified owner or resident. An administration fee equal to the levy for one month could be charged.

2.4.7. Refuse may not be burned.

2.4.8. Building waste or rocks may not be dumped on empty stands or any other place within the Estate without approval from the BOD.

2.4.9. All building rubble associated with the building works is to be stored within the site boundary with appropriate barricading and is to be removed from time to time with an objective of keeping the site in a tidy state.

2.5. Fireworks and Firearms Use

2.5.1. No fireworks may be set off within the boundaries of the Estate

2.5.2. As the discharge of fireworks has been prohibited by bylaw, criminal charges will be brought against any perpetrator. An internal fine equal to two months levy will be levied.

2.5.3. The discharge or use of a firearm, pellet gun, BB gun, cross bow or any other weapon for recreational purposes or reasons other than self-defense and emergencies will be met with criminal charges. A fine equal to three months levy will be levied.

2.5.4. Events organized by the Company or approved by the BOD, may, after due consultation with all parties involved, include the usage of display items, such as lasers but under no circumstance explosive devices of any nature whatsoever.

3. The Streetscape

3.1. Every owner has a responsibility to the Estate community as a whole to maintain, trim and keep clean and tidy the area (next to his stand) between the road curb and the boundary of this property, commonly referred to as the sidewalk.

3.2. Garden fences, walls and outbuildings, which form part of the streetscape, must be maintained and painted where necessary. The neglect to do so will result in the Company effecting the necessary upkeep, repairs or replacements or painting of structures, and the reasonable cost thereof charged to the owner. Written notice to such effect will be given at least seven days prior to the executing thereof in order to have the resident/owner placed in a position to rectify same at own expense.

3.3. Payment of such repairs will be levied against the monthly levy account payable to the Company

- 3.4. and will be added to the account of the offender for payment at the end of the ensuing month.
- 3.5. Curb sides and sidewalks may not be used as storage facilities for sand, top dressing, gravel, bricks etc. It is the responsibility of the owner of the stand, to clear the curb side or sidewalk within reasonable times, from date of accidental delivery thereon, in order to avoid fines.
- 3.6. No new Wendy houses will be allowed. Outbuildings (toolsheds, trailer stores, boat stores etc.) must complement the style of the main dwelling. Approval must be obtained from the BOD prior to construction.
- 3.7. Garden sheds, dog kennels, caravans, trailers, boats and similar vehicles must be sited out of view from the street
- 3.8. All building material, garden refuse or any other material should be stored out of view from the street or screened to the satisfaction of the BOD.
- 3.9. Building rubble is not allowed to be dumped on the road reserves and must be dumped directly into a rubble skip or vehicle to be used to remove the building rubble from the property
- 3.10. Garden refuse or any other material may not be dumped on the sidewalks
- 3.11. No soiling and damaging of the street surface during building operations will be allowed.
- 3.12. Planting of shrubs, trees, flowers or plants should not interfere with pedestrian traffic or obscure the vision of motorist. Should trees be planted in sidewalks, owners must liaise with local authorities to prevent trees being planted on top of sewer and water main lines.
- 3.13. Should an owner or occupant fail to comply with any of the above rules, the Company is entitled to do the necessary work to rectify the situation and to claim payment of its expenditure from the owner or occupant together with an administrative fee equal to one month's levy.

4. Architectural Standards

- 4.1. All building plans shall comply with the Architectural Guidelines as initially prepared by the developer and applicable to this estate as well as the Tshwane Town Planning Scheme of 2008, and must be approved by the BOD in order to assure compliance. This applies also to any additions and alternations to existing structures.

4.2. These Guidelines is included in Annexure A of the Memorandum of Incorporation.

5. Environmental Management

- 5.1. The BOD may issue fines as determined in the Memorandum of Incorporation; Fines will be added to the monthly statement for payment. The normal appeal procedures may be followed in the event of dispute of facts;
- 5.2. Residents are required to leave communal spaces which they visit in a neat and tidy condition;
- 5.3. Flora may not be damaged or removed from any public area;
- 5.4. Fauna of any nature may not be harmed or trapped in any public area, be it by people or by dogs unless they pose a danger to life;
- 5.5. Residents are expected to maintain a high standard of garden frontage and curb side maintenance;
- 5.6. Residents must ensure that declared noxious flora in not planted or growing in their gardens as well as to adhere to the Indigenous Plants and Protection Act, No, 185 of 2000;
- 5.7. Pesticides, herbicides and insecticides used in gardens must be environmentally friendly i.e. not harmful to any bird or pets;
- 5.8. Swimming pool water must be handled in accordance to the applicable municipal regulations;
- 5.9. Should an owner or occupant fail to comply with any of the above rules, the BOD is entitled to have the necessary work and/or restorations done. All expenditure will be claimed from the owner or occupant together with an administrative fee equal to one month's levy;
- 5.10. Residents may make use of the open space areas at all times but entirely at their own risk.

6. Security

6.1. Access Control: General

- 6.1.1. All residents, visitors and contractors shall adhere to the contents of Clause B.1 of this document;
- 6.1.2. Residents/ visitors are requested to treat all security officers in courteous, co-operative and patient manner at all times. No "outburst" or any form of verbal abused towards security offices will be tolerated;

6.1.3. Incidents where the resident or a visitor of the resident feels aggrieved by the behavioral incidents/s by the security officer/s must be reported in writing to the Company for the appropriate handling thereof including date, time, names and description on the incident;

6.1.4. Residents and/or visitors of the resident that threaten to assault, assaults or conduct themselves in an unbecoming manners such as creating and “outburst” or verbal abuse of the security guards will be reported to the local South African Police Services office for the necessary intervention and potential criminal or civil prosecution as applicable.

6.2. Access Control : Residents

6.2.1. Residents must comply with the access control protocol as amended by the BOD from time to time.

6.2.2. Tailgating, in the context of this estate and its security protocol, is the practice of driving/following a vehicle that is entering the estate via the access control point (boom) where the vehicle doing the ‘tailgating’, does not ‘utilise his/her tag to gain access’. Once the car in front has ‘swiped his tag’ and the boom opens, the car behind merely continues to follow the car in front (tailgating) such that the infra-red eyes that activate the booms to close once the vehicle has passed, do not detect the change in ‘vehicle patterns’. Not only is it a safety risk, but could result in damage to the security apparatus and your vehicle leading to unnecessary costs. ‘Tailgating’ is a practice associated with vehicle hijackings that occur at the driveways of either residential or businesses properties, typically when arriving at home or work respectively. Tailgating will result in fine of one month’s levy.

6.3. Access Control: Visitors to Residents

6.3.1. Visitors will not be allowed to enter the Estate without permission given by the residents either telephonically or in person;

6.3.2. Security will not allow access to any visitor under the influence of alcohol, drugs or under any other suspicious circumstances;

6.3.3. All visitors will present their drivers’ licenses to be scanned into the electronic access control systems of the company. Any visitor who cannot present their driver’s license will not be granted access to the estate unless the resident collects the visitor from the main gate. The same visitor will be taken to the main gate by the resident who will grant him exit from the estate;

6.3.4. All visitors will allow security contractors to search vehicles leaving the estate.

6.4. Other Visitors

- 6.4.1. Prospective buyers will only be allowed into the Estate if accompanied by the appointed sales representative(s) or the owner of that property that is for sale;
- 6.4.2. Due to potential breach of security whereby access is gained to the Estate under false pretenses via mean of the "Show House" opportunity, there will be no show houses in the Estate;
- 6.4.3. Customers/ clients of a resident will be treated as a visitor and must enter via the visitor's lane.

6.5. Domestic Workers/ Spouses

- 6.5.1. Residents who utilize the services of a domestic worker, and/ or gardener must register them and their spouses (who live with them) by completing the prescribed application/registration forms at the security gate and provide the Company with all relevant documentation required by the BOD.
- 6.5.2. A domestic worker, domestic spouse, full time gardener and shall at all times adhere to the access control regulations of the Estate.

6.6. Contactors (Building and other)

- 6.6.1. Owners are obliged to ensure that contractors in their employment adhere specifically to the security stipulations of the Constructors Code of Conduct (See Addendum).
- 6.7. General
- 6.7.1. All attempts at burglary or instances of fence jumping must be reported to the security staff and/or the Security sub-committee of the Company;
 - 6.7.2. Owners/ residents living on property adjacent to estate boundary must ensure that the inside of the brick wall be kept clean from flora that may interfere with the workings of the boundary system. No structures may be fitted to the walls (except for security purposes). Construction, plants etc. must be positioned in such a manner that unlawful entry over the boundaries is not made less difficult;
 - 6.7.3. The Estate will be manned for 24 hours per day by such security personnel as the BOD may determine from time to time.

7. Pets

- 7.1. The local authority bylaws relating to pets will be strictly enforced.
- 7.2. Without the written approval of the BOD no person may keep more than two dogs and two cats on an Erf.

- 7.3. No poultry, pigeons, aviaries, wild animals or livestock may be kept on the Estate.
- 7.4. Pets are not allowed to roam the streets.
- 7.5. Pets must be walked on a leash in public areas. All streets and parks are defined as public areas.
- 7.6. Should any excrement be deposited in public area, the immediate removal thereof shall be the sole responsibility of the owner of the pet.
- 7.7. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the municipal pound or SPCA.
- 7.8. The owner will be responsible for any damage or injury caused to property/ persons/ other animals within the Estate by his/her pets.
- 7.9.** The Company reserves the right to have a pet removed should it become a nuisance within the Estate. The Company has an unfettered right in this regard, but will not exercise the said right without first having directed a written notice furnishing the details of the complaint and the complainant and affording the owner a reasonable opportunity to eliminate the cause of the complaint. All complaints must be handed in writing (with) details to the BOD and depending on the circumstances; the SPCA and other instruments could be used. The BOD could also recommend actions to be taken by the plaintiff.

8. Administration

- 8.1. The administration of the Estate is solely the responsibility of the elected BOD. They may decide to delegate certain or all of the managerial powers to an appointed Agent or other institutions, but notwithstanding such delegation they themselves shall still be entitled to exercise any powers, rights and entitlements referred to herein and/or the Memorandum of Incorporation and/or the design standards.
- 8.2. All levies are due and payable in advance on the first day of each and every month. Any unpaid accounts, outstanding for a period exceeding 60 days will be handed to the attorney of the Company for collection.

9. Advertisements

- 9.1. No advertisements boards will be allowed in the Estate or on the perimeter wall of the Estate or at the main entrance thereof, save for the approved estate agents boards.
- 9.2. Estate agents boards will only be placed at the entrance to the estate.

9.3. Estate agent's boards may not be bigger than 750mm X 600 mm.

10. Boundary Walls/Fence

Each Erf situated on any boundary of the Estate will be made subject to the Company right to have a boundary wall and/or fence of the township erected on the Erf. The Company is entitled at all times to enter upon the relevant erven in the Estate in which security wall and/or fences are erected in order to maintain and/or repair and/or replace such wall and/or fence or to inspect it.

B. Letting and Reselling of Property

1. General

- 1.1. Should any owner sell or lease his property he is obliged to inform the BOD of the name and address of the new owner/lessee in order to maintain the highest level of security within the estate. Failure to do so may result in fine of one month's levy.
- 1.2. In event of an owner or estate agent selling or leasing a property, the owner is obliged to ensure that the agent is in possession of a copy of these rules and that the purchaser or lessee is furnished with a copy thereof and binds himself in writing to these rules from the date of occupancy or ownership, whichever is the earliest.
- 1.3. The accredited estate agents must ensure that the buyer/ lessee is informed and received a copy of the Rules and Regulations, (and in the case of a buyer, also a copy of the Architectural Guidelines), and any other regulations applicable at the time.
- 1.4. A clearance certificate must be obtained from the Company prior to date of registration of transfer, The administration fee for such a certificate will equal the amount of one month's levy at the time of the issuing thereof.
- 1.5. The Company may withhold the certificate until all amounts due to it in respect of the property have been paid and until it has been furnished with a written acknowledgement by the purchaser or tenant that he has received and read and binds himself to these rules.

2. Sale/Lease Agreements

- 2.1. The seller of a property in the Estate shall ensure that the sale/ lease agreements contains the following clauses and the Company is entitle to withhold the clearance certificate until adequate written evidence is given to it that the said agreements contained these clauses:

2.1.1. Sales agreements

2.1.1.1. Homeowners' Associations

The purchaser confirms that on registration of the property into his name he shall automatically become a Member of the Company and hereby subjects himself to the provision of the Memorandum of Incorporation.

2.1.1.2. Conditions of Title

The seller shall be entitled to procure that, in addition to all other conditions of title, the following conditions of title be inserted in the title deed, in terms of which the purchaser takes title to the property:

- a) "the owner of the Erf or subdivisions thereof or any interest herein or any unit thereon, as defined in the Sectional Titles Act, shall upon registration of the property in his name, become a Member of the Company and be subjected to its constitution until he ceases to be a registered owner, provided that the Homeowners Association rules shall become binding upon the owner on the earlier of the date on.

Neither the Erf or any subdivision thereof or any interest therein nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Homeowners Association to become a Member of the such association on registration of transfer of Property in his name"

- b) "the owner of the Erf or subdivision thereof or any interest therein or any unit thereon, as defined in the Sectional Titles Act, shall not be entitled to transfer the Erf or any subdivision thereof or any interest therein or any unit thereon, without a clearance certificate from the Company.
- c) "the Member understates to commence with the erecting of building on the property to the reasonable satisfaction of the Company within three years of registration of the property into his name or within such a period as the Company at its discretion may allow in writing, failing which the Company shall be entitled (but not obliged) to claim that the property be transferred to the Company at the cost of the Member against payment by the Company of the original price to the Member, without interest"
- d) Any building alterations or additions to existing structures must be completed to the satisfaction of the BOD within six months form the date it commence or as agreed upon with the BOD

- e) “for purposed of (a) and (b) the term “Homeowners Association” is a reference to the Meadows Home Owners Association NPC, registered in terms of Companies Act, 2008.

In the event that the register of Deed requires the amendment of any of the above conditions in any manner in order to effect registration of same, the purchaser hereby agrees to such amendments.

2.1.2. Lease Agreements to contain the following:

- 2.1.2.1. That the lessee hereby acknowledges upon occupation of the leased property, that he , his family, his visitors and servants shall adhere to the Rules and Regulations of the Company and other rules or regulations of the HOA referred to in the regulations as well as any approved modifications thereof.

3. Other

The owner/lessor is responsible for all cost (including but not limited to levies, fines, administration fees) that is owned by lessee to the HOA and will be liable for these costs in case of default by the lessee.

C. Sanctions and Fines

1.1 The BOA has the right to introduce and enforce payment of fines against transgressors of any of the Rules and Regulations of the HOA (unless where fines/ sanctions are prescribed).

In general fines will be as follows, except as provided for elsewhere in the Rules and Regulations or Memorandum of Incorporation (within a twelve month cycle):

- An amount equal to one month’s levy for the second offence (of the same nature) following a written warning.
- An amount equal to two months levies for subsequent offense of the same nature

1.2 Persistent transgressions of regulations may result in legal action being taken by the BOD to interdict and owner to refrain from further transgression or to seek alternative legal relief.

1.3 Any fines levied and cost accrued on behalf of a resident in the case of neglect of the rules, will form part of the next monthly levy due and will be due and payable on the due dates of the payment of the levy. All fines will be accompanied with a written notice.

1.4 Damage to property of the Company (as defined in the Memorandum of Incorporation) will be for the account of the offender or the legal guardians of the minors committing offences or the principal of contractors. The need for repair of such damages is to be reported to the BOD as soon as possible. The BOD will notify the offender of damage inflicted, The offender will be given the opportunity to , within three working days from the date of notice, repair the damage at own cost, where after, without further notice, the BOD will undertake the repairs at the cost of the offender. An additional administration fee equal to the levy of one month will also be charged.

D. Notices, decisions and appeals

1.1 Any written notice to an owner or occupant at the property occupied or owned will be deemed to have been received and its contents to have come to the addressee's notice if it (at the volition of the Company) either delivered at the property to any person seemingly in occupation of the property and seemingly fourteen years of age or older or if it is attached to or slotted under what appears to be the main entrance door to the premises or if it is posted by prepaid registered mail to any postal address which the owner may have advised the Company in writing , then ten days after posting thereof in Pretoria (Tshwane). It shall be competent to give any notice to a Member by telefax or email where the Members' fax numbers or email address is recorded with the Company.

1.2 In the event of appeals or contesting the facts relating to any fine imposed or a decision made by the BOD or ~~the~~ Company, written representation must be addressed to the BOD which appeal or defense will be dealt with at the first BOD meeting subsequent to receiving such written representation

The decision of the BOD is final and no further appeal is allowed thereafter.

E. Levies

1. Any amount due by a Member by way of a levy shall be a debt due by him to the Company. The obligation of the Member to pay a levy shall cease upon his ceasing to be a Member of the Company without prejudice to the Company's rights to recover levies. No levy paid by a Member shall under any circumstance be repayable by the Association upon ceasing to be a Member. A Member's successor in title to an Erf shall become liable upon the date upon which he/she becomes a Member pursuant to the transfer of the Erf into his name, to pay the levy attributable to that Erf. No Member shall

be entitled to transfer his Erf to any transferee until the Company shall have certified, in writing that the outgoing Member has at the date of transfer paid all amounts owing by him to the Company. The condition will become a title condition of erven in the Estate.

2. The monthly amount levied from each Member of the Company as that Member's share of the Company expenses will, subject to the under mentions provision be calculated using the formula
$$(1) \times (100) / (\text{divide by}) (\text{the total number of erven in the township excluding erven on which the entrance and club house are situated})$$
3. The provision relating the levies are dealt with in the Memorandum of Incorporation
4. The Owners and occupants shall not be entitled to attend or vote at any meeting of Members of the Company nor be a director of the Company nor use any facilities of the Company while any amount due to the Company are in arrears.
5. The Company is entitled to publish the names of Member's whose levies are in areas on one or more notice boards or other communication methods of the Company.
6. All levies are payable in advance on the first day of each month. A friendly reminder will be send to the Member and the cost will be added to the account of the Member. Notice of final demand will be served for the levies not paid by the, by the 15th of each month and the cost will be added to the accounts. If account remains unpaid by 28th of the month notice of handle over will be issued.

Interest will be charged on all amounts due to the Company (including but not limited to levies, fines, administration cost, and director cost) if payment is received more than 30 days late.

Interest will be amount on the amount in arrears at the prime spot rate of ABSA bank plus 2% at the rate of invoice.

F. Disclaimer

Every Member of the Company hereby waives any right he may obtain against the Company and BOD to claim any damages incurred by virtue of damage to or loss of property or the personal injury of the Member associated while anywhere in the Estate. Every Member indemnifies the Company and BOD against any such claim made by the Member's spouse, child, parent, family, employee, servant, guest or invitee.