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INTRODUCTION

1. The objective of The Meadows Homeowners' Association (the "HOA") is the provision and preservation of a high-quality security estate for residents of the Estate.

2. These rules have been established in terms of the authority contained in the Memorandum of Incorporation ("MOI") of the Meadows Homeowners' Association ("HOA"). All the rules are binding on all members of the HOA although occupants of stands, who are not also owners and who are accordingly not members of the HOA, are not entitled to vote at meetings of the HOA, these rules and the provisions of the MOI, are binding on them. The registered owners of the stands are accountable to ensure that members of their families, other occupants, tenants, visitors, friends, all employees and any contractor or supplier of goods and/or services to the stand of such owner, or anyone they allow to access the premise, abide by these rules. Any act or omission by any such person which, had it been done or omitted by the member would have amounted to a breach of any rule or regulation, will be deemed to have been the act or omission of the member and hence a breach by the member and subject to such fine as determined by the HOA Parents, guardians and persons in loco parentis have the particular responsibility to ensure, as far as is reasonable, that their children, children subject to their control and the children of their visitor(s) adhere to the Rules and shall not allow them to act in

breach thereof. Residents who are parents, guardians or persons in loco parentis will be held responsible for transgressions of the Rules by their children or persons under their supervision.

3. In the quest for a happy and harmonious community, residents are obliged to use and enjoy their private property as well as the public areas in the Estate in accordance with the provisions of these rules.

4. The Board may correct errors in the rules and shall notify all owners of such corrections in writing. The members of the HOA may from time to time amend, vary, alter or retract or add to these rules and shall do so at annual or special general meetings of members provided for in the MOI.

5. The provisions in this introduction are operative, binding provisions of these rules.

1. DEFINITIONS:

1.1. In these Rules, unless the context otherwise indicates, the following words shall bear the following meaning: -

"Act" means the Companies Act, 71 of 2008;

"Board" means the Board of Directors of the Company from time to time;

"Company" means the Meadows Homeowners' Association (NPC), registration number: 1998/024775/08;

"Common areas" means all those areas in the Estate that are owned by the HOA and/or for which the HOA bears the responsibility to maintain;

"Conduct Rules" mean the Rules as set out herein;

"Construction" means activities with the purpose of building any structure on a property, including swimming pools, water features and landscaping earth works or any alteration or improvement to such building or structure;

"Contractor" means any contracting enterprise, its representatives and sub-contractors, entering the Estate for purposes of conducting construction, building renovations, landscaping and the like, including service providers that have entered the Estate to provide services on any construction site for more than ten daily visits;

"Clearance certificate" means a letter of confirmation issued by the HOA that an owner is in good standing with the Company in respect of all payments due to the Company and that up-to-date approved building plans are available for the property being sold;

"Directors" means the Directors of the Company appointed in accordance with the MOI;

"Dwelling-Unit" means a unit as defined in the Local Authority Town Planning Scheme, 2008 (Revised 2014) as amended from time to time;

"Employee" means a person appointed by an owner or resident to perform general domestic duties and/or garden work and includes a temporary worker(s);

"Guidelines" means the guidelines that form part of these rules of conduct and which is issued by the Board from time to time;

"Governing Deeds" refers to the Memorandum of Incorporation of the HOA, these Rules of Conduct, the Architectural Design and Building Rules which dictates the contractual relationship between the HOA and its members and aims to protect the investment and benefit of all Members;

"HOA" means the Meadows Homeowners Association being the Company;

"Home Enterprise" means the practice of an entity, business, hobby or occupation in a dwelling unit as defined in the Local Authority Town Planning Scheme, 2008 (Revised 2014) as amended from time to time;

"Levies" means all contributions levied from time to time by the Board upon Members for the purpose of meeting all expenses which the Company has incurred or which the Board reasonably anticipate the company will incur in the attainment of its objectives and the pursuit of its business, and as more fully stipulated in the MOI and includes a special levy which the Board may determine from time to time;

"Local Authority" means the Tshwane Metropolitan Municipality established in terms of the Local Government Municipal Structures Act 117 of 1998 read with Notice R6770 published in the Gauteng Extraordinary Provincial Gazette No 141 of 1 October 2000;

"Member" the registered owner of property within the Meadows Estate;

"Members Meeting" means a Special Meeting or an Annual General Meeting as the case may be;

"MOI" means the Memorandum of Incorporation of the Company;

"Owner" means a person in whose name a Property in the Estate is registered in the Deeds Registry;

"Property" means a developed erf in the Estate;

"Resident" means an Owner and/or any person occupying a property, on a temporary or permanent basis, by agreement with and/or consent from an Owner of the relevant Property, or through his affiliation or Association with that Owner;

"Recreational Facilities" refers to the clubhouse and swimming pool area;

"Resident" refers to a member or tenant of a property located within the Meadows Estate and includes his Family, Tenants, bona fide Occupants, Visitors, Invitees;

"Service provider" means a person or enterprise that sporadically / ad-hoc renders services to owners or residents on a Property;

"Sidewalk" means the area from the street kerb up to the street boundary of a property, alternatively the areas known as verges;

"Visitor" means a person entering the Estate for a temporary visit to a resident or owner; and

"Written" means in writing, printed, type-written, lithographed, telefaxed, electronically mailed or any other process producing words in a visible form.

1.2. Any reference to a singular shall include the plural and vice versa.

1.3. Should a contradiction arise between the provisions of these Rules and the stipulations of the MOI, the MOI will take precedence and Members will be obliged to amend these Rules in order to bring them into agreement with the MOI.

CONDUCT RULES

2. MEMBERS' OBLIGATIONS

2.1. GENERAL

2.1.1. The collective pride in the Estate depends on the contribution made by every Owner in creating and maintaining an aesthetically pleasing appearance of their own properties and thereby of the Estate as a whole.

2.1.2. Littering in the Estate is strictly prohibited. Common areas and open spaces must be kept neat and litter free.

2.1.3. Rubble or refuse, of whatever nature, may not be dumped or discarded in the Estate but must be stored in a movable container for removal.

2.1.4. The lighting of fires in the Estate is strictly prohibited unless for the express purpose of braaiing at an authorized function, or braaiing at an ordinary residential activity on Property and provided the braai facility is in a proper receptacle/burner or Lapa/BOMA specifically built for that purpose. Burning of refuse is not permitted in the Estate.

2.1.5. Residents shall maintain a high standard of garden and sidewalk appearance.

2.1.6. Swimming pool, Jacuzzi, hot tub, fishpond or artificial fountain water may only be emptied into the water reticulation system.

2.1.7. All properties must be kept clean and tidy.

2.1.8. No pets are permitted to swim in the Estate swimming pool and no bathing by residents and/or pets shall be allowed in any public water feature within the Estate.

2.1.9. Lights shall be adequately positioned so as not to cause discomfort or any nuisance to other Residents.

2.1.10. In order to prevent any damage to roads in the Estate, Residents should refrain from excessively discharging irrigation water or water used to wash down pavements or vehicles into the roads.

2.1.11. If, in the view of the Board, uncompleted construction activities create a risk in respect of safety, security or maintenance or is aesthetically unacceptable, the Owner will be informed to rectify the aforesaid situations. Should the relevant Owner fail to comply with the instructions of the Board, the Board may by legal process enforce compliance by the Owner.

2.1.12. No advertising, of whatever nature, will be allowed in the Estate or at its entrance.

2.1.13. The following activities are specifically prohibited in the Estate:

2.1.13.1. Auctions other than Property auctions;

2.1.13.2. Exhibitions, other than for the Estate Quarterly Walk About market or similar events;

2.1.13.3. Jumble sales;

2.1.13.4. Door-to-door canvassing; and

2.1.13.5. Direct sales.

2.2. The auction of properties is allowed subject to prior arrangement and consent of the Board and in accordance with the guidelines issued by the Board from time to time.

2.3. Vandalism in the Estate, of whatever nature, is strictly prohibited.

2.4. An Owner or resident may not do anything to his property that has a materially negative effect on the value or utility of another property or the Estate's common property.

2.5. No slaughtering of animals will be allowed in the Estate.

2.6. No meat, fish or carcass may be hung to dry or be cured in any form outside any residence on the property.

3. **USE OF ROADS:**

3.1. Internal Roads and Sidewalks are used by everyone and extreme care must be taken by Drivers to ensure the safety of all other users and pedestrians.

3.2. The speed limit is restricted to 30 kilometres per hour. The modes and methods of speed measuring shall be in the sole discretion of the Board, and such measured speed shall be conclusive proof of the speed driven by any person. Save for the above, the Road Traffic Act, 1989 shall remain in force and apply to road users within the Meadows Estate.

3.3. A maximum loading of 15(fifteen) tons per axle, 15m in length and 4 m in respect of the height of a vehicle is permitted in and on the Estate's internal roads. Owners should take cognisance of these requirements especially when contracting borehole operators.

3.4. The operator/driver of any vehicle within the Estate must be in possession of a valid driver's license applicable for the type of motor vehicle or motorcycle that is being driven or operated as stipulated in the National Road Traffic Act, 1989.

3.5. Any claims, whether personal or consequential, that may arise in relation to the use of any equipment or vehicle within the Estate will be the sole responsibility of the user of the equipment.

3.6. The roads of the Estate are private roads and not considered as public roads, therefore it allows the HOA to apply its own rules and determine fines with regard to road safety.

3.7. Drivers of vehicles are obliged to take special care while driving within the Estate so as to allow for the possible presence of people in the streets. However, parents are responsible for the safety of their children when they are using the roads and must ensure that their children adhere to the applicable rules that may apply in the Estate.

3.8. Parking of vehicles, trailers, caravans or motorcycles or any other motor vehicle in the streets of the Estate is prohibited. This rule does not apply to vehicles involved in removals or the offloading of any goods or building material and such vehicle cannot reasonably access the Erf. Residents and their visitors are allowed to park on the sidewalk adjacent to their properties. This parking, however, is only for vehicles needing parking for part of the day or overnight. This allowance is not to be used as permanent parking.

3.9. The causing of a nuisance through the use of vehicles with noisy exhaust systems is prohibited.

3.10. Whilst these rules do not prohibit the playing of any games in the streets or on the sidewalks of the Estate such activity shall be undertaken at such persons' own risk and the HOA shall not be liable for any injury or damages of whatsoever nature which is occasioned by such conduct.

3.11. The use of unlicensed quad bikes, self-propelled vehicles, battery operated scooters, golf carts or skateboards on the roads within the Estate is prohibited. This prohibition does not apply to any quad bikes, self-propelled vehicles, battery operated scooters, golf carts or similar vehicles that may be required for use by the security company for conducting patrols within the Estate.

3.12. The Board of Directors may at any time implement measures to combat excessive speeding within the Estate which measure may include speed measurement or calming measures or any other reasonable measures in respect to the roads within the Estate.

4. GOOD NEIGHBOURLINESS:

4.1. Where owners apply to the Local Authority for consent to use their property as a Home Enterprise the consent of the Company is required prior to such application being made to the Local Authority.

4.2. An owner who wishes to conduct a Home Enterprise in his or her or its dwelling unit must apply in writing to the HOA in which application the following information shall be furnished: -

- (a) Full details of the Applicant;
- (b) Full details for the nature of the proposed Home Enterprise applied for;
- (c) The maximum number of customers or clients expected to visit the applicant per day or per month;
- (d) Letters of no objection from neighbours;
- (e) Proof of registration of Home Enterprise where required by law;
- (f) Consent of any Local Authority in respect to licensing of such Home Enterprise;
- (g) A valid tax clearance certificate issued by the South African Revenue Service;
- (h) Whether the home enterprise will probably cause an undue increase in the number of vehicles in the Estate;
- (i) Whether the business will generate undue noise;
- (j) Whether the business will have an adverse effect on neighbouring properties or on security;
- (k) Whether the business will probably lead to an increase in criminal activities;
- (l) Whether the business will be beneficial to the general character and nature of the Estate;
- (m) Whether the business will require additional construction work to be carried out on the property and what the effect will be on the neighbours;
- (n) Whether the owners of the neighbouring properties favour the application or not;
- (o) Whether adequate parking will be available;
- (p) The views or objections of other Owners or tenants in the Estate; and
- (q) Any other factor which the Board of Directors may consider relevant.

4.3. Any consent granted by the HOA in terms of this rule may upon good cause be withdrawn by the HOA. In the aforesaid instance the owner shall have no claim whatsoever against the HOA for any damages as a result of such termination.

4.4. Consent will not be granted to an applicant to conduct a Home Enterprise where there is a likelihood as determined by the Board of Directors in its sole discretion that:

- (a) any national, provincial or municipal law or regulation will be contravened;
- (b) more than three employees will be employed;
- (c) vehicular traffic may increase to such an extent that it inconveniences other residents or affects the ambiance of the Estate or existing parking facilities will become inadequate; or

(d) the conduct of the Home Enterprise may have a negative influence in respect to the Estate and/or residents of the Estate or the residents raise valid objections to such application.

4.5. Any written consent granted by the HOA shall not in any way prejudice the HOA or the Board of Directors from exercising its rights, or enforcing these rules.

4.6. Written consent may be granted by the Board of Directors subject to reasonable conditions as the Board of Directors may impose which included the approval by the Local Authority.

4.7. In addition to the above a Home Enterprise undertaken from a dwelling unit is subject to the following:

(a) Only owners who reside on the property may conduct the Home Enterprise;

(b) A tenant may not conduct or operate a Home Enterprise from the Property;

(c) The display of a name of the Home Enterprise is not permitted;

(d) The storage of goods of whatsoever nature and or hazardous goods or products or waste is prohibited;

(e) The regular loading and off-loading of goods to or at the Home Enterprise by means of private or commercial vehicle may not take place where the mass of the vehicle exceeds 1000Kg GVM, loading capacity included; and

(f) Guesthouses will not be permitted.

4.8. Before any consent may be granted to an applicant for consent to conduct a Home Enterprise, the applicant must authorise the HOA in accordance with the provisions of the Protection of Private Information Act, 2013, to publish the application for consent on the website of the HOA inviting owners to comment on the application. The application will be open for comment for a period of 1 month from the date of notice on the website of the HOA.

4.9. Owner and residents and all other persons under their control or in the Meadows Estate by their invitation, shall strictly adhere to all applicable provisions of the Local Authority and any other authority and any statute with regard to their occupation and use of the property. The HOA is entitled to enforce compliance with such provisions and report any breach thereof to the Local Authority.

4.10. No activity or hobby which causes a nuisance to fellow owners, occupants or residents, may be conducted within the Estate.

4.11. The volume of music or electronic instruments, partying or social gatherings at any stand, residence or the club house, and the activities of any resident, domestic workers, other employees and visitors, must be restricted to a level and must take place in such a manner as not to cause a nuisance to adjoining properties or aggravation to fellow occupants of the Estate. No music or electronic instruments which causes a nuisance shall be played after 23H00. No partying or social gatherings at any stand or residence which causes a nuisance may be conducted after 23H00.

4.12. Power saws, bush cutter, lawn mowers, blowers, angle grinders, compressors and similar equipment should only be used between the following hours on:

4.12.1. Mondays to Fridays: 07h00 – 18h00;

4.12.2. Saturdays: 07h00 – 16h00;

4.12.3. Public Holidays 09H00 - 12H00.

4.12.4 No Power saws, bush cutter, lawn mowers, blowers, angle grinders, compressors and similar equipment may be used on a Sunday. No gardening services may be rendered or undertaken on a Sunday.

4.13. Generators may not be used from Monday to Friday between the hours 22h00 to 06h00, and over weekends and public holidays between 22h00 to 08h00. No generator may be positioned outside the property where it is not enclosed, on a sidewalk or in a street within the Estate. The provisions of this rule shall not apply to the Estate generator or any generator which is required for emergency medical purposes.

4.14. Wind turbines are allowed. All installations of wind turbines are to be approved by the HOA prior to installation. Members are to ensure applications meet any local government by-law requirements as applicable. These can be obtained from your service provider. The Applications to include details on the placement; type of turbine, size and appearance. Members to consider the noise level and visual impact of the turbine on their property and the neighbourhood. No noise applications will be better suited to the estate.

4.15. Washing may only be hung on lines screened from the street and neighboring properties and in such a manner that it is not visible from the street at all. No washing may be hung from windows, balconies or any other place than lines screened for such purpose.

4.16. General refuse, garden refuse and refuse bags may not be placed on the pavement or in the street and residents should remove refuse bins as soon as possible after collection thereof.

4.17. Public, religious, wedding functions or other similar functions are not permitted in the estate without written consent of the Board and the following guidelines will apply:

4.17.1. The Guests/Participants attending the function must be accommodated within the boundaries of the specific property;

4.17.2. No additional chemical or temporary toilets may be erected on the property;

4.17.3. No tents or other temporary shelters may be erected or placed on the property to accommodate guests and/or participants and no function may be held in any road within the Estate.

4.17.4. The number of people that attend the function may be limited by the Board depending on the circumstances of each function. Should an additional number wish to attend such function the Board of Directors may grant such permission in writing and on good cause shown;

4.17.5. The privacy and proximity of neighbours will be a strong consideration; and

4.17.6. Existing conduct rules must be strictly adhered to.

5. **STREETSCAPE:**

5.1. Every owner is obliged to maintain and keep clean and tidy and manicure the area between the road curb and the boundary of his/her property.

5.2. Garden fences/walls and outbuildings forming part of the streetscape should be kept neat, maintained and painted where necessary.

5.3. Subject to 5.4 hereunder, caravans, trailers, garden sheds, boats, equipment, tools, engine and vehicle parts, netball hoops as well as accommodation for pets, should be sited out of view and screened from neighbouring properties.

5.4. Caravans, trailers, garden sheds, boats, equipment, tools, engine and vehicle parts shall not protrude by more than 600mm behind the screen wall or hedge bordering neighbouring properties or the street front.

5.5. Building material shall under no circumstances be dumped on the sidewalks or streets. The owner will be liable for all damages in this regard. Building material may on a temporary basis only be stored on the sidewalk or in the street directly in front of the owner's stand, subject to the prior written approval and on the conditions determined by the Board. Chemical toilets used for contractors must be placed out of sight or screened off.

5.6. Damage to the curb side, traffic signs, lamp posts, roads, entrance gate and other road marks or other property of the HOA shall be for the account of the offender, or the owner responsible for granting access to the offender to the Estate or the legal guardians of minors committing offences or the principals of contractors/suppliers of goods or services.

5.7. No trees, plants or rocks on sidewalks, and no sidewalk lawn may be removed without the prior written permission of the Board. Plants or trees should not interfere with pedestrian traffic, obscure the vision of motorists or cause any damage to the roads or other infrastructure of the HOA.

5.8. Should any owner or occupant fail to comply with any of the above rules, the HOA is entitled to exercise any of its rights as stipulated in the MOI and enforce compliance by way of legal process and to recover payment of its expenditure from the owner together with interest at a rate as provided for in the MOI.

6. **ENVIRONMENTAL MANAGEMENT:**

6.1. Flora or any property of the HOA in a common area may not be damaged or removed from anywhere in the Estate.

6.2. Owners or Residents are responsible for maintaining trees and watering and manicuring plants, lawn and shrubs planted on the pavements directly bordering their stands.

6.3. Owners or residents are obliged to maintain their gardens and to keep the pavement directly bordering their stands and street frontage areas in a neat, clean and manicured condition.

6.4. Owners or residents shall ensure that declared noxious flora are not planted and do not grow

in their gardens.

6.5. Swimming pool water that is back- washed, shall be channeled into the sewer system and not into the storm water system.

6.6. External floodlights must be adequately screened or directed so as not to cause discomfort to neighbours.

7. **SECURITY:**

7.1. Access to the Estate will only be obtained by way of a mobile application, biometric access or such other method as may be determined by the Board from time to time.

7.2. A non-refundable fee which will be determined by the Board of Directors from time to time may be levied by the HOA for the activation of such access.

7.3. New occupants/owners/residents/tenants must advise the Estate Manager of their personal details, including home telephone numbers and address, for appropriate arrangements to be made to enable access and to enable security to make telephone contact for permission to allow visitors to residences.

7.4. No property may be secured with razor wire or similar fencing at any time, unless otherwise agreed by the Board in writing or authorised by the Architectural and Building Rules.

7.5. Security rules and protocol at the gate and elsewhere in the Estate must be adhered to at all times by all owners, tenants, visitors, employees and contractors/service providers of goods and/or services.

7.6. All attempts at burglary or instances of fence jumping/breaking must immediately be reported to a member of the security staff, Estate Manager and a Board member.

7.7. The Estate will be manned 24 hours a day by appointed security officers and the Estate will be patrolled on a random basis by security guards and armed response.

7.8. Nobody is allowed into the guard house or to intervene with-, make adjustments or connections to the security monitoring system. CCTV camera systems are allowed subject to privacy considerations of neighbours.

7.9. Residents adjacent to the perimeter wall is obliged to take steps to remove all vegetation which interferes with the electric fence and vegetation and trees should be pruned back at least 300mm from such fence. All residents who refuse or fail to remove vegetation which interferes with the electric fence will be obliged on reasonable notice to such owner to grant access to service providers appointed by the Estate to remove vegetation which may interfere with the electric fence.

7.10. Owners shall, after prior arrangement, grant security and/or maintenance personnel reasonable access to their properties for the purposes of required maintenance and /or installation of security equipment of the Estate. In case of an emergency no prior access arrangement is necessary. Any owner who denies the aforesaid personnel access to a Property or who, in any way whatsoever,

willfully or negligently, causes such personnel not to gain access to his/her Property or obstructs them from exercising their duties, shall be fined. Damage caused to any Property by the said security personnel during the maintenance / installation process will be for the account of the HOA.

7.11. No owner or resident or visitor may interfere in any manner with any security system of the Estate.

**8. DOMESTIC WORKERS / DOMESTIC SPOUSES / GARDENERS (FULLTIME AND PARTTIME)
ACCESS OF TAXIS AND SALES REPRESENTATIVES:**

8.1. The owners or residents of property must complete and submit the required application/registration forms in order to register the movement of any domestic worker/spouses of such domestic workers or gardeners.

8.2. Domestic staff excluding gardening staff will be limited to 2 (Two) workers per property.

8.3. An owner or resident of a stand shall:

8.3.1 Be responsible for the activities and conduct of his/her domestic staff and shall ensure that his/her domestic staff understand and do not breach any rules, national or provincial legislation or local authority by-laws which may affect the Association;

8.3.2 Ensure that his/her domestic staff and their visitors do not loiter around in the estate; and

8.3.3 Ensure that his/her domestic staff and their visitors do not cause unrest on their stands or on the common property.

8.4. Any owner or resident whose domestic staff consistently fails to abide by the Conduct Rules may be required to remove such person from the estate.

8.5. Prospective buyers/tenants will only be allowed to enter the Estate if accompanied by the appointed sales representatives and the security personnel and the owner or tenant has advised the security of such access being sought.

8.6. No sightseers will be allowed.

8.7. A taxi or uber may only enter the estate if the resident concerned has made prior arrangements for such access. Only the driver and the visitor(s) will be allowed access. All other occupants of the vehicle who are not visitors to a property in the Estate, must exit the vehicle and remain at the front gate, alternatively the visitor(s) should be collected at the gate by the resident.

8.8. These rules will also apply to owners or residents utilising gardening services.

9. FIREWORKS AND FIREARM USE:

- 9.1. No firearm, pellet gun, catapult, bow and arrow, paint ball gun or any other weapon may be used, displayed or discharged on or in the vicinity of common areas or within the Estate.
- 9.2. No fireworks will or may be set off within the boundaries of the Estate.
- 9.3. As the discharge of fireworks is prohibited by law, criminal charges may be brought by the HOA or any resident against any perpetrator who discharges fireworks inside the Estate.

10. **OPERATION OF SCALE MODEL AIRPLANES, HELICOPTERS AND DRONES:**

Scale model Airplanes and Helicopters drones or remotely operated or piloted aircraft or any similar devices may not be operated within the boundaries of the Estate. This provision does not apply to model aircraft and toy aircraft as defined in the civil aviation regulations and which is designed or intended for use in play by children.

11. **PETS:**

- 11.1. Municipal by-laws prevail regarding numbers, licensing and facilities for pets.
- 11.2. No person may keep more than three dogs or three cats older than 6 months on their property.
- 11.3. Pets are not allowed to roam the streets or stands of other owners without their owners.
- 11.4. Owners of dogs are in particular responsible to ensure that their dogs do not pose any threat to other people or animals in the public areas in the Estate.
- 11.5. Dogs must be walked on a leash in public areas. Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately collect it and dispose of it at his own premise.
- 11.6. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Cats must be neutered and must wear bells carried around their necks to alert birds to their presence.
- 11.7. Every pet owner is obliged to see that his / her pet does not cause any aggravation or nuisance to fellow residents and must adhere to reasonable complaints and take the necessary steps in eliminating the said aggravation or nuisance. The HOA reserves the right to request the owner to remove his/her pet(s) should it become a nuisance in the Estate. The HOA shall have the unfettered discretion in this regard, but will not exercise the said right without first having directed a written notice to the owner furnishing details of the complaint and the complainant and affording the owner a reasonable opportunity to eliminate the cause of the complaint. The HOA shall not be responsible for any damages or injuries caused by any dog to any person, animal or property.
- 11.8. The HOA will only consider complaints about pets when done so in writing.

12. **ENVIRONMENTAL AND AESTHETIC APPEARANCE OF PROPERTIES:**

12.1 Every owner or resident shall be responsible for:

12.1.1 keeping his erf in a clean, hygienic, sanitary, neat and attractive condition;

12.1.2 attending to the repair of broken windows or cracked window panes of his buildings as soon as possible after becoming aware thereof; and

12.1.3 keeping his buildings in good order and repair.

12.2 The HOA may direct Owners to keep his/her or its buildings in good order and repair and may set time periods for such repair. The provisions of clause 16.7.6 shall apply *mutatis mutandis*.

13 **CLUBHOUSE AND COMMON FACILITIES:**

13.1 The use of the clubhouse and common amenities must be in accordance with these Rules.

13.2 The use of the clubhouse and common facilities is open for use by all residents and their visitors. Owners will be responsible for the behavior of tenants and visitors and for any damages which might occur. Use of the facilities will be at own risk.

13.3 Owners or residents may rent the facilities for private family related functions and are entitled to private use thereof for the duration of that particular function. The facilities will not be open for use during such private function for other members or residents. No owner or resident may rent or make available the clubhouse for any person who is not resident in the Estate. The person renting the clubhouse must at all times be present at the function referred to herein.

13.4 Under no circumstances may common furniture or equipment in and around the Clubhouse be removed. The HOA reserves the right to refuse owners or residents permission to use the clubhouse facilities and may set conditions for such use.

13.5 It is the duty of whoever uses the common facilities to leave the place in a clean and tidy condition. The cleaning up and repair costs of damages caused to the Estate's Property will be for the account of the persons causing such damage. However, where such costs are caused by the guests of a Resident, all those costs shall be for the account of the aforesaid Resident.

13.6 Utilisation of the swimming pool will be allowed only between the hours of 09h00 and 20h00 each day. Radios and music players, if used around the pool, should only be at soft and muted volume. The use of the swimming pool area and clubhouse shall be between the hours of 09H00 and 23H00 on a Friday and Saturday and such use shall be subject to compliance with these rules.

13.7 No person shall use the pool in a manner so as to interfere unreasonably with the amenity of other users. The volume of music or electronic instruments, partying or social gatherings at the clubhouse and swimming pool area must be restricted to a level and must take place in such a manner as not to cause a nuisance to adjoining properties or aggravation to fellow residents or occupants of the Estate and such music may not be audible to adjoining properties. No music or electronic instruments which causes a nuisance shall be played after 20H00 on a Monday to Thursday and 23H00 on a Friday or Saturday. No music instruments may be played on a Sunday.

13.8 Due to safety concerns members, members' children or any person using the clubhouse facilities must use the utmost care when playing games at the clubhouse or clubhouse parking. No ball games which may cause injuries or damage to property may be used for any game in the aforesaid area by any person. The HOA shall not be liable for any injuries sustained or damage caused in such event.

13.9 No pool cleaning equipment, pumps, piping, etc. may be used or moved and only the appointed persons may operate the equipment. Surfboards, cold drink cans, glass of any nature and hard objects of any kind are not allowed in the pool. The swimming pool shall be used for recreational purposes only.

13.10 The clubhouse parking may be used by members if there is not enough parking at any particular property for a particular occasion. The clubhouse parking may not be used on a permanent basis in order to park vehicles, boats, caravans or trailers. Arrangements must be made with the Estate management on a pre-arranged basis for the use of the clubhouse parking for a particular occasion.

13.11 Any resident that intends to make use of the clubhouse and common amenities for purposes of a private function must prior to such activity taking place make a booking with the Estate Manager and sign the necessary documents (which contain the conditions of use) that he or she is aware of the terms of use of the clubhouse and swimming pool area.

13.12 The HOA may take such steps to ensure the safety and security of the clubhouse and parking area and to regulate the access to these areas.

14. **LETTING OF PROPERTY:**

14.1. No Owner shall let a Property unless the owner has agreed, in terms of a written lease with the proposed tenant of such Property, as a stipulatio alteri (benefit in favour of a third party) in favour of the Company that such tenant shall be bound by all the terms and conditions of the MOI and any Rules made thereunder.

14.2. The Owner shall ensure that a copy of the MOI and Rules are attached and included as part of the terms of a lease agreement. The terms of a lease agreement must be lodged with and approved by the HOA prior to the proposed tenant taking occupation of the Property in question.

14.3. The Owner must inform the tenant and all occupants of the leased Property of the Rules of the Estate. Transgression of the Rules, by a tenant and /or other occupants on the leased Property, shall be deemed to be a transgression by the Owner. In the event of such transgressions, the Owner and the tenant and /or other occupants shall, personally and / or severally, be held liable for such transgressions and any fine imposed in terms of the Rules.

14.4. No more than one family or 5 persons of such family may occupy a leased Property.

14.5. An Owner may not let a part of his, her or its Property.

14.6. Guesthouses and short-term Air BnB type of letting is not allowed. The minimum duration of a lease agreement is 1 year. The Board may grant permission for a shorter period which permission shall not unreasonably be withheld.

14.7. A Property, or any part thereof, may not be let or sub-let for business purposes.

14A. **SALE OF PROPERTY:**

The sale of property within the Estate shall be governed by the rules as set out in **Annexure "A"**.

15. **ADVERTISEMENTS/ SIGNBOARDS:**

15.1. No electronic and/or written and/or other advertisement / signboard may be erected on any property within the Estate.

15.2. No flyers or promotional material of any kind may be distributed on the Estate or at/or near or outside the gates to the Estate under any circumstances, unless prior written authorisation has been obtained in writing from the Board.

15.3. No door-to-door canvassing may be done or advertisements, flyers or similar material may be delivered to Properties within the Estate.

15.4. No business advertising, including without limitation thereto, signage on walls, umbrellas or any other form of advertising, shall be permitted on properties or within the Estate.

15.5. No hawkers are permitted to transact business within the Estate.

16. **BREACH OF THE RULES, FINES AND NOTICES:**

16.1. Should any member or occupant fail to comply with any of the rules, the Board is entitled to exercise any of its rights as stipulated in the MOI, including to have such work performed by a third party, and to claim payment of its expenditure from the owner or occupant together with interest at a rate as determined in the MOI.

16.2. Should any amount which is due by an owner or occupant to the HOA not be paid punctually, the HOA will be entitled to claim payment by means of a written notice to the occupant and the owner (if the occupant is not the owner), or merely to the owner, and if seven days after the notice the amount shall not have been paid and no alternative arrangement has been made, the HOA will be entitled to institute legal action against such owner and/or the occupant. The owner shall neither be entitled to attend or vote at any meeting of members of the HOA, nor be a director of the HOA, while any amount is due to the HOA.

16.3. Any written notice addressed 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 (at the volition of the Board it is either delivered at the property to any person seemingly in occupation of the property and seemingly sixteen years of age or older, or if attached to or slotted under what appears to be the main entrance door to the premises. If any such notice is posted by prepaid, registered mail to any postal address or email address of which the owner may have advised the Board in writing, it will be deemed to have been received within five days of posting it in Pretoria or sending by email.

16.4. The HOA hereby determines the fines for the non-compliance with these rules as follows:

16.4.1. first offence a warning;

16.4.2. second offence 50% of the monetary value of the levy payable by the owner of the property;

16.4.3. third offence 100% of the monetary value of the levy payable by the owner of the property for each month or period of a month thereafter.

16.5. The HOA will be entitled to add the fines to the levy account of the owner.

16.6. The HOA will be entitled to collect the fines by way of civil action from the owner.

16.7. The Board of Directors recognize that a fair procedure should be applied in imposing any penalty or fine in terms of these Conduct Rules. In the event that the Board of Directors considers that a resident or owner or such owner or resident's visitor has breached these Conduct Rules the Board of Directors shall:

16.7.1. inform such resident, owner of the alleged breach or complaint of such breach in writing within 7 days of such breach or complaint;

16.7.2. afford such resident, owner 7 days to make representations to the Board of Directors in writing in respect of such breach or complaint;

16.7.3. inform the resident, owner or visitor within 7 days following the decision of the Board of Directors' intention to impose a fine and in respect of such breach or complaint and afford the resident or owner 7 days to make representations in writing in respect of the proposed sanction; and

16.7.4. issue the final decision of the Board of Directors in writing to the resident or owner as the case may be.

16.7.5. This process does not detract from the right of the resident or occupant or tenant to utilise the provisions of the Community Schemes Ombud Act, 2011 following the decision of the Board of Directors referred to in 16.7.4.

16.7.6. The owner shall be responsible for the cost of any letter of demand or warning letter issued to any owner in terms of these rules. The Board of Directors may determine and fix a reasonable cost for such letters. Such costs may be added to the owner's levy account and collected by way of legal process in accordance with the provisions of the MOI.

17. **COMPLAINTS:**

17.1. In the event of annoyances or disputes between owners or residents the Estate, the Board of Directors and/or the HOA and/or any employee of the HOA will not get involved in such dispute. Disputes in this event is regarded as a personal matter between owners or residents and which is not regarded as falling within the purview of these rules.

17.2. Should there be any complaint in respect to the contravention of rule 4.5 and/or 13.7 the security company should be requested to attend to the premises and request the residents, occupants or guests as the case may be to comply with the rules. The security officer attending to the complaint

shall after requesting the residents, occupants or guests, as the case may be, to comply with the rules make a report to the supervisor and make an entry in the occurrence book of the Estate. The supervisor must bring such complaint to the notice of the Estate Manager who will in conjunction with the Board of Directors take the appropriate steps they deem necessary in the circumstances.

17.3. In the event that disputes arise between owners or residents in regard to the administration of the HOA the aggrieved person shall first attempt to mediate the dispute by way of internal mediation and if such mediation is not successful such aggrieved party may exhaust such remedy as provided for by the Community Schemes Ombud Act, 2011.

17.4. The HOA shall be responsible for the mediation process and may appoint a suitable mediator in its own discretion. The person referring the dispute to mediation shall be responsible for the costs, if any, of such mediation. Such mediation must be concluded 3 days after the appointment of the mediator. The mediator may adopt any procedure in order to achieve a fair and just outcome.

18. **TRANSITIONAL ARRANGEMENTS:**

The coming into effect of these Rules does not affect any permission, debts, obligations and/or any liabilities which existed on the day immediately preceding the day on which the Rules come into effect and such permission, debts, obligations and liabilities shall continue under the Rules on and after the commencement date and shall be deemed to have existed under, in terms of or by virtue of a corresponding provision of the Rules.

19. **GUIDELINES:**

The Board may publish binding guidelines from time to time in connection with matters contained in these rules of conduct.

20. **AMENDMENT OF RULES:**

20.1. The provisions of these rules, including this rule, can only be amended by members passing an ordinary resolution at an AGM or SGM of members.

20.2. The amendment of the Conduct Rules will be effected without incurring any liability to any person, and any amendment shall become binding upon all Owners and their tenants once the relevant Rule has been published by updating the official website of the HOA.

20.3. The Company shall communicate any changes to the rules by whatever means it deems appropriate as soon as reasonably possible.

21. **CODE OF CONDUCT OF DIRECTORS:**

Good Faith

1. A Director must:

- 1.1. perform the functions of office in good faith and in an honest and transparent manner; and
- 1.2. at all times act in the best interests of the HOA and in such a way that the credibility and integrity of the HOA are not compromised.
- 1.3. act with care and diligence;
- 1.4. conduct the HOA's affairs honestly and in the interest of the HOA and may not use any confidential information derived from his Directorship for his or her personal gain; and

1.5. keep information derived from his Directorship confidential.

Attendance at Director Meetings

2. A Director must attend each meeting of the Directors and of a committee of which that Director is a member, except when:

2.1. leave of absence is granted;

2.2. an apology for not attending is made and accepted by the other Directors; or

2.3. that Director is required in terms of the rules to withdraw and recuse him.

2.4 If a Director fails to attend three consecutive Board meetings it shall be deemed that such Director has resigned as Director.

Disclosure of Interests

3. A Director must:

3.1. disclose to the board any direct or indirect personal or private business interest that that Director, or any spouse, partner or business associate of that Director may have in any matter before the board; and

3.2. withdraw from the proceedings of the board when that matter is considered by the board, unless the board decides that the Director's direct or indirect interest in the matter is trivial or irrelevant.

4. A Director who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the HOA, must disclose full particulars of the benefit of which the Director is aware at the first meeting of the board at which it is possible for the Director to make the disclosure.

5. This section does not apply to an interest or benefit which a Director, or a spouse, partner, business associate or close family member, has or acquires in common with other members.

Conflict of Interests

6. A Director must:

6.1. recuse himself from all deliberations and voting at a board meeting if a conflict of interests exist;

6.2. avoid major conflict of interests, which will be deemed to exist when:

6.2.1. litigation between the HOA and such Director, or litigation between the HOA and any juristic person in which such Director has a substantial interest, is instituted; or

6.2.2. such Director, or any juristic person in which such Director has a substantial interest, refuses to disclose or produce any document, deed, contract, legal opinion or letter relating to any matter the board:

6.2.2.1. has to deal with in the board's ordinary course of business; or

6.2.2.2. desires to peruse for the reason that such perusal may assist the board to establish the HOA's legal rights, contractual obligations and litigation prospects.

7. The board must, if in its opinion a major conflict of interest exists, request the Director who is burdened by such major conflict of interests, to resign.

8. The board must, if any Director is requested to resign in terms of the preceding paragraph and refuses to do so, bring an application for his removal as Director in terms of Companies Act, 2008.

Personal Gain

9. A Director may not use the position or privileges of a director, or confidential information obtained as a director, for private gain or to improperly benefit another person.

10. Except with the prior consent of the board, a director may not:

10.1. be a party to or beneficiary under a contract for –

10.1.1. the provision of goods or services to the HOA; or

10.1.2. the performance of any work otherwise than as a Director for the HOA;

10.2. obtain a financial interest in any business of the HOA; or

10.3. for a fee or other consideration appear on behalf of any other person before the board or promote the cause of another person before the board.

Payment for Work

11. A Director may only receive remuneration in respect of expenses incurred for the benefit of the HOA or in compliance with his or her duties as director and such remuneration shall only be paid if –
- 11.1. the board has given its consent; and
 - 11.2. payment is limited to actual expenses incurred by the Director.

Rewards, Gifts and Favours

12. A Director may not request, solicit or accept any reward, gift or favour for:
- 12.1. voting or not voting in a particular manner on any matter before the board;
 - 12.2. persuading the board in regard to the exercise of any power, function or duty;
 - 12.3. making a representation to the board or any committee of the board; or
 - 12.4. disclosing privileged or confidential information.

Disclosure of Information

13. A Director may not without the prior permission of the board disclose any personal or confidential information of the board to any person.
14. For the purpose of this item "personal or confidential information" includes any information:
- 14.1. As defined by the Protection of Private Information Act, 2013;
 - 14.2. discussed in closed session by the board;
 - 14.3. disclosure of which would violate a person's right to privacy or dignity; or
 - 14.4. declared to be privileged and or confidential in terms of any law.

Transgressions

15. A Director who transgresses any provision in these rules may be removed from office.
16. Proceedings for the removal of the Director may be commenced by the board or any member in accordance with the provision of the Companies Act, 2008.

SALE OF PROPERTY**ANNEXURE A**

1. Every Owner shall include, as a condition of the agreement of sale and transfer of a Property, that the new Owner shall apply for membership of the Company and be accepted as Member of the Company and therefore become a Member of the Company, accepting his/her/its obligations towards the Company as Member.
2. No Owner shall be entitled to dispose of his Property without the written consent of the HOA (Clearance Certificate) first having been obtained under the hand of the Board, which consent will not be withheld unless:
 - 2.1. such Owner is in arrears with any Levies, penalties, fines or interest or other payment due to the Company in terms of the MOI or the Rules or otherwise;
 - 2.2. such Owner is in breach with any of his obligations towards the Company in terms of the MOI or the Rules and has failed to remedy such breach after having been called upon, in writing, to remedy such breach and remain in breach;
 - 2.3. such Owner has provided a certified copy of the title deed in respect of the Property to be sold to the HOA; and
 - 2.4. the prospective buyer has not applied for membership of the Company or has not been accepted as Member of the Company.

3. The following documents must be submitted to the HOA prior to the conclusion of the sale of a Property:

3.1. The agreement of sale;

3.2. Membership application;

3.3. Clearance certificates; and

3.4. Certified Copy of Title Deed and approved plans.

5. No Owner shall be entitled to pass transfer of a Property to another person until the Company, under the hand of the Board, has certified by way of a clearance certificate that such Owner, as at date of transfer, has complied with all his/her/its financial and other obligations towards the Company. The principles applicable in terms of the Sectional Titles Act, 95 of 1986, with regard to the issuing of a clearance certificate, shall apply mutatis mutandis to any clearance certificate required to be obtained in respect of the transfer of a Property in the Estate.

6. These provisions shall apply mutatis mutandis to any alienation of an undivided share in a Property in the Estate.

7. The Board of the Company may impose an additional, reasonable fee upon Owners for the issuing of the Clearance Certificate. The said fee will be determined by the Board from time to time and will be subject to ratification/amendment/repeal by the Members in General Meeting.

8. If an Owner ceases to be a Member of the Company as a result of the transfer of a Property to another person, such Owner shall not be released from any liability to the Company in respect of any debt or other obligation, the cause of which arose prior to the transfer of such Property.

9. Every Owner shall sign all documents required to create a condition in the Title Deed of his Property, which will ensure that the Property may not be sold or transferred without the buyer or transferee binding himself to become a Member of the Company, and without a clearance certificate.

10. Showhouses are strictly prohibited.

11. The condition referred to in clause 9 shall be worded as close as possible to the following format:

“The Meadows Homeowners Association (NPC):

This Property is subject to the following conditions imposed by the developer/transferor in favour of The Meadows Homeowners Association (NPC), a Non-Profit Company as referred to in the Companies Act, 2008 with Registration Number: 1998/024775/08: 1.1 The transferee, their successors in title or assigns/(his heirs, executors, administrators or assigns) are compelled to be a Member of the abovementioned Homeowners Association from the date of registration of the Property into his/her/their name. 1.2 The transferee, their successors in title or assigns/(his heirs, executors, administrators or assigns) shall not be entitled to transfer the Property in any manner, without obtaining the prior written permission of the The Meadows Homeowners Association (NPC) and then only subject to the condition that the purchaser will become a Member of the said The Meadows Homeowners Association (NPC) on the date of registration of the Property into his name. 1.3 The Purchaser undertakes to apply in writing, for membership of the The Meadows Homeowners

Association (NPC) (hereinafter referred to as "the Company") and confirms and accepts that, irrespective of such written application, his Ownership of the Property shall be subject to the MOI of the Company and any Rules made by the Company. 1.4 A copy of the MOI of the Company and Rules made thereunder shall be attached as Annexure to the sale of this Property. 1.5 The Purchaser will remain a Member of the Company and be bound to its provisions for as long as he remains the registered Owner of the Property. 1.6 Should the Purchaser sell the Property, he/she/it will be obliged to inform the new Purchaser of these provisions and the new Purchaser's obligation in terms of these provisions. 1.7 The Purchaser shall require the written consent of the Company to transfer the Property to a third party, which consent will not be unreasonably withheld. 1.8 As from date of transfer, the Purchaser shall be liable for payment to the Company of a levy as determined by the Company and which levy shall be utilised inter alia towards maintenance of the common Property belonging to the Company, the security fence and systems as well as payment of disbursements relating to security matters and for any such other purposes as the Governance Documentation of the Company may prescribe."