

KARIEGA HEIGHTS
HOUSE RULES

Promulgated in terms of the provisions of the Constitution of the Kariega Heights Homeowners Association.

1. Introduction:

- 1.1 The Kariega Heights Homeowners Association ("the Association") has promulgated the Rules as contained herein in terms of the authority granted to the Association by the Constitution of the Association. The primary objective of the promulgation of these Rules is to ensure that a mutually satisfying community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate, in such a manner that they show respect for the rights of other owners and/or persons lawfully in the Estate, thereby enjoying the Estate facilities. Compliances with these Rules and the general consideration of all residents for each other will assist in achieving harmonious living and use and enjoyment of proprietary rights of owners.
- 1.2 These House Rules ("Rules") are binding on all residents and lawful visitors to the Estate. Purchasers and owners are responsible to ensure that members of their families, their tenants, employees of any nature, and all invitees comply with these Rules at all times.
- 1.3 In the interpretation of these Rules, the decision of the Executive Committee (Excom) shall be final and binding.
- 1.4 The definitions contained in the Constitution shall *mutatis mutandis* apply in the interpretation of these Rules. These rules shall be indivisible from the Constitution and shall be enforceable in terms of such clauses.

2. Use Of Streets:

The streets of the Estate are for the movement of all Residents, whether by foot, running shoe, roller-skate, bicycle, passenger motor vehicle or golf cart or otherwise. Cars are considered to be part of the street environment but not necessarily the dominating factor.

- 2.1 The speed limit is restricted to 25km per hour.
- 2.2 All road signs shall be observed.
- 2.3 No unlicensed driver may drive a vehicle within the Estate.
- 2.4 Hooters shall not be sounded at the gates or within the Estate other than in emergencies.
- 2.5 Damaged vehicles and vehicles that are not in general use may not be parked on the road or sidewalks other than for short periods as may be approved by Excom and then only with their prior consent.
- 2.6 No person may dismantle or effect repairs to any vehicle on any portion of the common property.

- 2.7 Parking of vehicles, upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Association or its agents or any of their employees for any loss or damage which the owner may suffer in consequence of his vehicle having been parked on the common property.

3. Good Neighbourliness:

- 3.1 No business activity, hobby or other activity which could or would cause aggravation or nuisance to fellow Residents may be conducted, including without limitation thereto auctions and jumble sales. In addition, no person may conduct any business, professional or commercial activity from or on any property within the Estate without having obtained the prior written consent of the Association, in terms of the provisions contained in the Articles of Association.
- 3.2 The sound volume of music and/or electronic instruments shall be maintained at a level so as not to be heard on adjoining properties and no person may allow noise levels on their property to be a nuisance to adjoining or surrounding property owners. Car radios must be switched off when cars are parked on common property.
- 3.3 Washing may only be hung on wash lines screened from the street and neighbours.
- 3.4 When the garage is not being accessed the doors should be kept closed.
- 3.5 Residents must not allow any possessions whatsoever or rubbish, debris or refuse to be left on any part of the common property.
- 3.6 No advertisements, publicity material, posters or the like may be exhibited or distributed in the Estate without the prior written consent of Excom.
- 3.7 All vacant erven/stands shall be kept in a clean and tidy state at all times, the owner thereof being obliged to ensure the regular and prompt mowing thereof and the clearing of any refuse or rubble thereon.

4. Ensuring a Pleasing Streetscape:

The collective pride of the Estate will depend to a considerable extent on the contribution of every owner in doing his part to create and maintain a neat and pleasing streetscape.

- 4.1 Every owner shall maintain the sidewalk area between the road surface and his property.
- 4.2 Any bulky items including, without limitation thereto, caravans, trailers, boats, equipment, tools, engine and vehicle parts, should be sited out of public view and screened from neighbouring properties.

4.3 No building material or refuse of any nature may be dumped on the sidewalks under any circumstances.

4.4 In the event that an owner/resident/occupant should fail to:

4.4.1 maintain the sidewalk area outside his property; or

4.4.2 maintain his garden yard walls; or

4.4.3 clear any dumping of any nature which has taken place on such sidewalk,

Then Excom Trustees may call upon such owner forthwith to remove such items or to remedy such situation, and should such owner fail to do so, the Trustees may themselves take such remedial action as is necessary and recover the costs thereof from the owner of such property.

4.5 No resident may plant the sidewalk adjacent to his erf in such a manner as to:

4.5.1 Totally cover the sidewalk; or

4.5.2 Obstruct or prevent pedestrian traffic over such sidewalk.

5. Adhering to Architectural Standards:

5.1 All building plans shall be prepared and submitted (in accordance with the Design Guidelines applicable to the Estate from time to time), as determined by Excom, and must be approved in writing by the Excom prior to the commencement of any construction. This applies to any and all additions and alterations to existing structures and to the erection of any decks, swimming pool, fencing, or any other constructed structure.

5.2 Owners must ensure that they maintain the exterior of their property in keeping with the standards of the HOA. This includes windows, doors, roofs, gutters, gardens as well as the painting of their unit. Owners are required when repainting their entire unit, to first apply to the Excom in order to get the correct colour coding as has been determined by the members. General patch repair painting of individual portions of a home may be redone in the existing colour of the home. Should an owner fail to maintain their property within a reasonable time period after being advised by the to do so by the Excom, will result in further action by the HOA.

6. Environmental Management:

6.1 Flora may not be damaged in any public area.

6.2 Fauna of any nature may not be chased, trapped or harmed in any manner in any public area by residents.

6.3 Residents shall maintain a high standard of garden and pavement maintenance.

- 6.4 Residents shall ensure that declared noxious flora are not planted or growing in their gardens and if found, same shall forthwith be removed and safely discarded.

The planting of indigenous flora is encouraged and residents are requested to plan and plant their gardens in accordance with the overall environmental management attitude of the Estate.

- 6.5 Pets should not cause a disturbance to residents of the Estate. Dogs may not wander unattended and should be kept on a leash at all times whilst on common property.

7. Security:

- 7.1 Security protocol and procedures must be adhered to, including without limitation, all access control procedures, contractors' procedures and any other written protocols prescribed from time to time.
- 7.2 Every resident must require visitors to adhere to security protocol and procedures.
- 7.3 Every resident must ensure that contractors in his employ adhere specifically to the security stipulations of the Contractors Code of Conduct.
- 7.4 All attempts at burglary or instances of fence jumping must immediately be reported to The Excom.
- 7.5 Whilst every effort is made to secure the Estate, neither the Association nor Excom nor their employees shall be liable for any loss, injury or damage to any person or property arising from any cause whatsoever, including without limitation, the failure of any security measures or the intentional acts of any agents, employees or appointees.

8. Estate and Domestic Staff

- 8.1 Residents shall be responsible for the activities and conduct of their domestic help and ensure that they understand and do not breach any rules.
- 8.2 Residents shall not be entitled to request personal work to be performed by any member of the staff employed by the Association during their working hours:
i.e. 7.30am – 1pm or 2pm - 4.30pm.
- 8.3 Residents may not give instructions to any member of staff employed by the Association.

9. Tenants/Letting:

- 9.1 The owner shall inform the Lessee of all Conduct Rules and other Rules, and include a term in the Lease which binds the Lessee to adhere to such Rules and to sign any acknowledgement or documentation reasonably required by the Association.

10. Reselling or Letting of Property:

- 10.1 Any Estate Agent may deal in any property in the Estate, provided that such agent abides by the Rules herein and adheres to any rules stipulated by Ndlambe municipality.
- 10.2 The seller must personally ensure that the buyer is informed about and receives a copy of the Conduct Rules, Contractors Code of Conduct and any other administrative regulations applicable at the time of purchase. Failing this, the buyer will only have recourse against the seller.
- 10.3 The seller of a property in the Estate shall ensure that the sale agreement contains the following clauses in order to comply with the HOA constitution:

10.3.1 Homeowners Association:

The Purchaser acknowledges that he shall upon registration of the property into his name, become a Member of the Kariega Heights Homeowners Association and the Purchaser agrees to be bound to and abide by the Constitution of such Association and the House Rules.

10.3.2 Conditions of Title:

The Seller shall be entitled to procure that in addition to all other conditions of title and/or subdivision referred to above, the following conditions of title be inserted in the Deed of Transfer in terms of which the Purchaser takes title to the property: "Every owner of the erf or any subdivision thereof, shall become and shall remain a Member of the Homeowners Association and be subject to its constitution until he ceases to be owner as aforesaid. Neither the erf nor any subdivision thereof nor any interest therein nor any unit thereon shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Homeowners Association."

"The owner of the erf shall not be entitled to transfer the erf without a clearance certificate from the Homeowners Association that the provisions of the Constitution of the Homeowners Association have been complied with and that all debts, levies or imposts or fines or charges due to the Association have been duly paid."

"The term "Homeowners Association" in the aforesaid conditions of the title shall mean the Kariega Heights Homeowners Association (incorporated Association not for gain). In the event of the Registrar of Deeds requiring the amendment of such conditions in any manner in order to effect registration of same, the Purchaser hereby agrees to such amendment."

10.3.3 Building Operations:

"The Purchaser acknowledges that the Township is not fully developed, that building operations will take place upon adjacent or neighbouring erven and that the said building operations may cause the Purchaser certain inconvenience. The Purchaser agrees that he shall have no claim either as against the Seller or the Homeowners Association or against the builder arising out of such building operations"

11. Administration:

- 11.1 All levies are due and payable in advance, without set-off or deduction whatsoever, on the first day of each quarter i.e. March, June, September and December.
- 11.2 Interest will be raised on all accounts in arrears at a rate to be determined by the Trustees from time to time.
- 11.3 In the event of a failure to comply with these Rules, Excom shall be entitled, after due notice to the resident concerned, to remedy such breach and thereafter to recover the cost thereof from the owner concerned. In this regard, owners will be held liable for the conduct of their tenants.
- 11.4 Excom reserves the right to take any necessary action they may deem fit in the instance of a continued contravention of a Rule, after expiry of a written notice with respect to the issue. Such action can include rectification by the Association, the cost of which will be charged to the transgressor, and / or the imposition of a fine in terms of paragraph 12 hereof and/or legal action. All of the costs pertaining to any of these matters is payable by the defaulting member and will be added to their levy account.
- 11.5 Should a difference between the Association and an owner not be resolved along normal avenues, and litigation ensue, the owner and the Trustees consent to the jurisdiction of the Magistrate's Court.
- 11.6 In the event of the Association instituting any legal proceedings against any owner or resident of the Estate for the enforcement of any of the Rules set out herein, as amended from time to time, the Association shall be entitled to recover all legal costs from the owner or resident concerned, calculated as between attorney and client.
- 11.7 Every owner of land on the Estate nominates domicilium citandi et executandi for the purpose of the service of any document or process necessary for the enforcement of these Rules at the address of any erf in the Estate owned by him, unless he shall have notified the Association of another address for such service.

12. Amendment of Rules:

The Trustees of the Association reserves the right, from time to time, by simple majority, to amend the Rules.